

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
DLZ MICHIGAN, INCORPORATED  
AND THE CITY OF ANN ARBOR  
FOR THE  
THE 2016 – 2017 BRIDGE INSPECTION PROJECT**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and the DLZ, Michigan, Incorporated, ("Consultant" or "Contractor") a Michigan corporation with its address at 1425 Keystone Avenue, Lansing, Michigan 48911-4039 agree as follows on this \_\_\_\_\_ day of July, 2016.

The Contractor agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means the Public Services Area.

Contract Administrator means Nicholas S. Hutchinson, P.E. acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means the 2016 – 2017 Bridge Inspection Project; City File No. 2016-014.

**II. DURATION**

This agreement shall become effective on the date that all parties have signed, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Section XI.

**III. SERVICES**

- A. The Contractor agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

## **X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a

continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

### **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

DLZ Michigan, Incorporated  
1425 Keystone Avenue  
Lansing, Michigan 48911-4039

Attention: Manoj Sethi, P.E.  
President

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Public Services Area  
c/o Craig A. Hupy, P.E., Public Services Area Administrator  
P.O. Box 8647  
Ann Arbor, Michigan 48107

### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

## **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Manoj Sethi, P.E.  
Its: President

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor  
  
By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Tom Crawford, Interim City Administrator

\_\_\_\_\_  
Craig A. Hupy, P.E.  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



**EXHIBIT "A"**  
**SCOPE OF WORK**

**Task 1 - Provide Updated MDOT SIA and BIR Forms**

- A. The Consultant shall schedule and chair the project "kick-off" meeting to discuss specific details relative to the project. The Consultant shall bring to this meeting a time-line schedule outlining the major and/or critical elements of the proposed work. The Consultant shall also provide an agenda for the City's review and comment prior to the meeting.
- B. The Consultant shall review prior Bridge Inspection Reports, available as-built records, load rating calculations, evaluations, and currently filed MDOT SIA and BIR forms for each bridge or structure. Some of this information may not be available for each bridge.
- C. The Consultant shall request and obtain any permits of entry required to inspect the structures. Any and all permit fees required shall be paid for by the Consultant.
- D. The Consultant shall, at all times during the work, provide traffic control in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Public Services Area Standard Specifications, which are incorporated by reference. When lane closure permits are required to complete the work, they shall be obtained by the Consultant.
- E. The Consultant shall perform a structural inventory and appraisal (bridge inspection) for each bridge or structure. This work shall be performed in accordance with the schedule included at the end of this section. The Consultant shall complete a MDOT BIR form and update the current SIA forms on file with the State. Information gathered for these forms must be entered into the MiBRIDGE program for the City's review and subsequent submission to the State. Paper copies of all forms are to be sealed and certified by the Michigan Licensed Professional Engineer (MPE) in charge of the inspection prior to submission to the City. The Consultant/MPE shall be available to explain their findings and answer questions, if raised by City and MDOT officials, concerning the SIA forms, BIR forms, and the project, at no additional cost to the City. The Consultant's investigation shall include, but not be limited to, the following:
  - 1. Identifying the structure's type, age, and load resisting system.
  - 2. Detailing the present condition of the structure by reviewing and evaluating construction details; structural connections and appurtenances; and, checking for possible alignment, settlement, expansion and contraction problems. Identifying, defining, and classifying the nature and extent of any observed defects. Noting any safety hazards found on or in the structures and completing the BIR forms and reporting the results, in writing, to the City immediately. Preparing sketches, if necessary, to define all observable damage, deterioration, and defects. Taking color digital photographs, as necessary, to document all such defects.

3. Reviewing structural system components:

Steel Structures

- a. Assess the adequacy of structural members for the given application, and if necessary, determine the size of members by using non-destructive testing by such methods as ultrasonic thickness gauges, micrometers, or other approved devices.
- b. Determine/verify span lengths.

Concrete Structures

- a. Assess the adequacy of structural members; and the type, size, and spacing of steel reinforcing for the given application.
- b. Determine/verify span lengths.

- F. City-owned bridges located on National Highway System (NHS) routes shall have all pertinent National Bridge Element (NBE) and MDOT Agency Developed Element (ADE) data collected, condition states determined, and applicable quantities measured and reported following MDOT and FHWA standards. This information shall be detailed in the bridge inspection report.
- G. The Consultant shall review the Average Daily Traffic (ADT) data collected by the City of Ann Arbor Public Services Area - Project Management Services Unit and incorporate any necessary revisions to the SIA and BIR forms.
- H. The Consultant shall review the existing Level One and/or Two Scour Evaluations on file for each bridge. The prepared Scour Action Plans shall also be reviewed. Any scour evaluation or Scour Action Plan that is found to be deficient, substandard, or does not exist shall be revised/created and submitted in accordance with the Task 2 requirements for Bridge Inspection Reports.

The Consultant shall obtain streambed cross-sections at all bridge structures over waterways at the intervals and locations as previously obtained and presented in previous inspection reports. The new cross-section information shall be plotted at the same scale as previously presented and compared to the previous cross-sections to determine if any erosion or movement of the streambed has occurred since the last cross-sections were obtained.

- I. The Consultant shall chain drag 100% percent of each concrete bridge deck and hand-sound the face of all substructure units to provide an estimate of the total concrete-surface delamination for each structure. All deck delaminations/cracking shall be mapped and submitted to the City in an AutoCad (Version 2015 or later) format at the completion of the project. An appropriate drawing, sealed by an MPE, shall be required for each bridge.

## Task 2 - Bridge Inspection Reports

- A. The Consultant shall perform a detailed investigation of the structures to determine their relative condition and the extent and limits, if any, for each component therein, which may require repair or be considered deficient or substandard, based on currently accepted standards. The reports shall be created and submitted to the City in a Microsoft Word format. Each report shall be certified by the MPE that was in charge of the inspection. The reports shall discuss, in detail, all aspects of the bridge investigation program and shall propose alternative measures to correct any deficiencies found. In addition, in the reports, the Consultant shall:
1. Evaluate the adequacy of the load resisting system, including all components and appurtenances for compliance with the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges (current edition), the AASHTO Roadside Design Guide (current edition), and MDOT's Detail Bridge Inspection Frequency Guidelines, for the given service loading and use.
  2. List all repair and maintenance needs for each structure either by structural member or component.
  3. Develop cost estimates and recommendations for repair and restoration strategies, and for the total replacement of each bridge, if warranted within the next ten years. Alternatives to correct deficiencies shall be outlined and detailed in each report. Engineering fees related to recommended construction cost estimates are to be included in the report. This information may be incorporated into the City's Capital Improvements Plan (C.I.P.) and Bridge Asset Management Plan. The cost estimates shall be created and submitted to the City in an Excel spreadsheet format. Proposed estimates for work items shall follow the conventions established in MDOT's Local Agency Program's Bridge Cost Estimate Worksheet.
  4. Provide a weighting system which classifies restoration needs according to each structure's age, condition, function, uniqueness, or degree of external constraint.
  5. Provide sketches, if necessary, to define all observable damage, deterioration, and defects. Digital color photographs shall be taken to document all such defects and shall be included in each report. A CD containing the digital photographs shall be submitted to the City at the completion of the project.
  6. Review the structural analysis and/or load rating for each structure, using the AASHTO load factor or Load Resistance Factor Rating (LRFR) method (as appropriate) and update its inventory and operating ratings to meet current requirements of the Michigan Structural Inventory and Appraisal Coding Guide. Recommendations for the posting of weight and speed restrictions, if required, and any emergency repairs shall be listed.
  7. Provide copies of the updated MDOT SIA and BIR forms, sealed by the MPE in charge of the inspection.

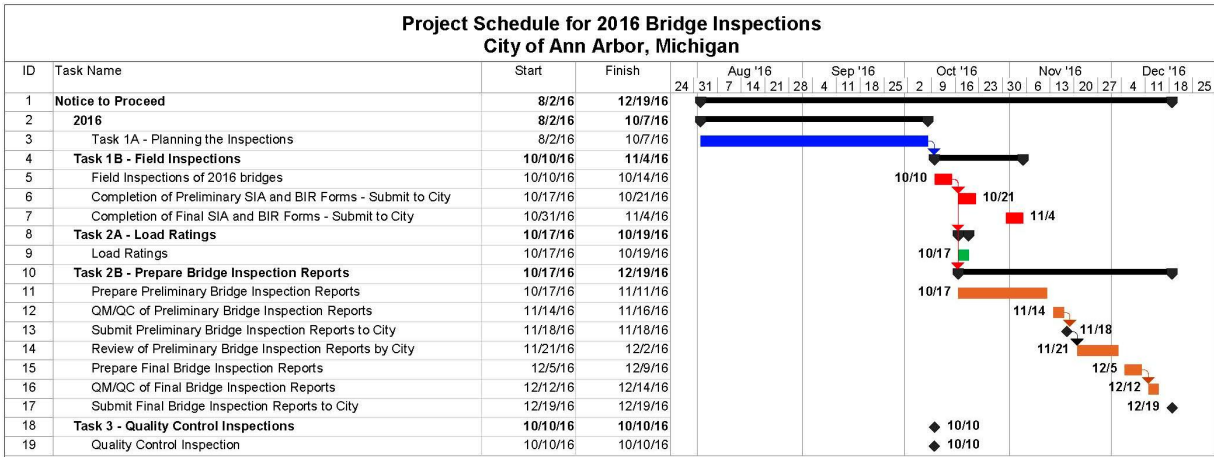
8. Measure the bridge deck joint widths for each bridge (as applicable).
- B. Prior to submitting the final Bridge Inspection Report for each bridge, the Consultant shall submit a copy of the “preliminary” reports for the City’s review in accordance with the schedule in Section IV, Attachment “B”. After review by the City, a meeting will be held to discuss incorporation of warranted comments into the final inspection reports.
- C. Attend a final review meeting with the City to discuss, in further detail, the final bridge inspection reports and the project in general.

**Schedule**

The Consultant shall perform the work in accordance with the schedule shown elsewhere in this professional services agreement.



PROPOSED SCHEDULE



~~SECTION D: FEE PROPOSAL~~

~~As requested in the RFP, DLZ's Fee Proposal has been included in a separately sealed envelope.~~

~~SECTION E: AUTHORIZED NEGOTIATOR~~

~~Manoj Sethi, P.E., President of DLZ Michigan, Inc., is authorized to negotiate the Professional Services Agreement with the City of Ann Arbor on behalf of DLZ. He can be reached at (517) 393-6900.~~

**~~SECTION D: FEE PROPOSAL~~**

~~DLZ is presenting this fee proposal on a cost plus fixed fee basis and is based on the proposed work plan presented in the technical portion of this package. The derivation of cost is presented on the following pages.~~

	Description of Work	2016	2017
<b>Task 1</b>	<b>Provide Updated MDOT SIA and BIR Forms</b>		
	1A - Planning the Inspections	\$44,954.27	\$4,987.66
	1B - Field Inspections	\$21,491.07	\$39,928.54
<b>Task 2</b>	<b>Bridge Inspection Reports</b>		
	2A - Load Ratings	\$3,376.91	\$3,408.40
	2B – Prepare Bridge Inspection Report	\$14,217.19	\$15,653.82
<b>Task 3</b>	<b>Quality Control Inspections</b>	\$2,917.96	\$3,005.50
	<b>Total Cost Plus Fixed Fee</b>	<b>\$46,957.40</b>	<b>\$66,983.92</b>
	<b>GRAND TOTAL</b>	<b>\$113,941.32</b>	
	Optional Services/Equipment	2016	2017
<b>Task 1</b>	<b>1B - Field Inspections</b>		
	40-Foot Reach All Equipment Rental	\$7,200.00	\$8,800.00
	Streambed Cross-Sections	\$4,500.00	\$1,300.00

Our fee proposal includes the cost of all maintenance of traffic required to sound 100 percent of the bridge decks, railroad right-of entry fees, railroad protective liability insurance fees, and the cost for railroad flagging and inspection.

Rental cost for 40-foot reach-all equipment is not included in the overall project cost. A price quotation for this service is included in this Fee Proposal as a separate line item in the event that the MDOT reach-all equipment is not available for use.

Survey costs to obtain streambed cross-sections are not included in the overall project cost. A price quotation for this service is included in this Fee Proposal as a separate line item for the City's review.

The infrared imaging scans of the top and underside of bridge decks and substructure units are not included in the overall project cost. A price quotation from GS Infrastructure for this service will be submitted at the City's request.



**SUMMARY OF STAFF HOUR DISTRIBUTION  
 FIGURE 1**

TITLE: 2016 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.  
 Name of Company

LEVEL OF EFFORT AND TASK BREAKDOWN							
Names of Principal Staff Members	Role In Study	Task 1A	Task 1B	Task 2A	Task 2B	Task 3	TOTAL
<b>SERVICES BY CONSULTANT:</b>							
Mark T. Lessens, P.E.	Project Manager	22	0	20	1	1	44
Mark T. Lessens, P.E.	Qualified Team Leader	14	47	6	68	3	138
Pedro A. Trana, P.E.	QM/QC Engineer	0	0	3	12	1	16
A. Shea Porter, P.E.	QC Inspector	0	0	0	0	20	20
Kyle J. Slavik, E.I.T.	Bridge Inspector	8	47	0	35	0	90
David A. Fildey	CAD Designer	0	0	0	12	0	12
<b>SERVICES BY OTHERS:</b>							
40' Reach All Equipment							
Traffic Control							
Railroad Flagging and Inspection							
<b>TOTAL</b>		<b>44</b>	<b>94</b>	<b>29</b>	<b>128</b>	<b>25</b>	<b>320</b>
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS							
<b>RESUMES OF EACH KEY MEMBER SHALL BE INCLUDED IN THE STAFFING PROPOSAL</b>							



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2016 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 1A TASK DESCRIPTION: Planning the Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	22	\$39.20	\$862.40	\$1,375.27	\$2,237.67
Mark T. Lessens, P.E.	Qualified Team Leader	14	\$48.10	\$673.40	\$1,073.87	\$1,747.27
Pedro A. Trana, P.E.	QM/QC Engineer	0	\$36.85	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$40.10	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	8	\$25.00	\$200.00	\$318.94	\$518.94
David A. Fildey	CAD Designer	0	\$29.50	\$0.00	\$0.00	\$0.00
SUBTOTAL =		44		\$1,735.80	\$2,768.08	\$4,503.88
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$450.39
TOTAL						\$4,954.27





**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2016 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 1B TASK DESCRIPTION: Field Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$39.20	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	47	\$48.10	\$2,260.70	\$3,605.14	\$5,865.84
Pedro A. Trana, P.E.	QM/QC Engineer	0	\$36.85	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$40.10	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	47	\$25.00	\$1,175.00	\$1,873.77	\$3,048.77
David A. Fildey	CAD Designer	0	\$29.50	\$0.00	\$0.00	\$0.00
SUBTOTAL =		94		\$3,435.70	\$5,478.91	\$8,914.61
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
Give'Em A Brake Safety	Traffic Control					\$11,560.00
Railroad Liability Insurance						\$125.00
PROFIT (10%)						\$891.46
TOTAL						\$21,491.07

ERC - Reach-all Equipment Rental (only to be used if MDOT reach-all equipment is not available) \$7,200.00



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2016 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 2A TASK DESCRIPTION: Load Ratings

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	20	\$39.20	\$784.00	\$1,250.24	\$2,034.24
Mark T. Lessens, P.E.	Qualified Team Leader	6	\$48.10	\$288.60	\$460.23	\$748.83
Pedro A. Trana, P.E.	QM/QC Engineer	3	\$36.85	\$110.55	\$176.29	\$286.84
A. Shea Porter, P.E.	QC Inspector	0	\$40.10	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	0	\$25.00	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$29.50	\$0.00	\$0.00	\$0.00
SUBTOTAL =		29		\$1,183.15	\$1,886.77	\$3,069.92
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$306.99
TOTAL						\$3,376.91



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2016 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 2B TASK DESCRIPTION: Bridge Inspection Report

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	1	\$39.20	\$39.20	\$62.51	\$101.71
Mark T. Lessens, P.E.	Qualified Team Leader	68	\$48.10	\$3,270.80	\$5,215.94	\$8,486.74
Pedro A. Trana, P.E.	QM/QC Engineer	12	\$36.85	\$442.20	\$705.18	\$1,147.38
A. Shea Porter, P.E.	QC Inspector	0	\$40.10	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	35	\$25.00	\$875.00	\$1,395.36	\$2,270.36
David A. Fildey	CAD Designer	12	\$29.50	\$354.00	\$564.52	\$918.52
SUBTOTAL =		128		\$4,981.20	\$7,943.52	\$12,924.72
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$1,292.47
TOTAL						\$14,217.19



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2016 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 3

TASK DESCRIPTION: Quality Control Inspection

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	1	\$39.20	\$39.20	\$62.51	\$101.71
Mark T. Lessens, P.E.	Qualified Team Leader	3	\$48.10	\$144.30	\$230.12	\$374.42
Pedro A. Trana, P.E.	QM/QC Engineer	1	\$36.85	\$36.85	\$58.76	\$95.61
A. Shea Porter, P.E.	QC Inspector	20	\$40.10	\$802.00	\$1,278.95	\$2,080.95
Kyle J. Slavik, E.I.T.	Bridge Inspector	0	\$25.00	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$29.50	\$0.00	\$0.00	\$0.00
SUBTOTAL =		25		\$1,022.35	\$1,630.34	\$2,652.69
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$265.27
TOTAL						\$2,917.96



**SUMMARY OF COSTS  
 FIGURE 3**

**TITLE: 2016 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANSPORTATION	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$1,735.80	\$2,768.08	\$0.00	\$0.00	\$0.00	\$450.39	\$4,954.27
1B	Field Inspections	\$3,435.70	\$5,478.91	\$0.00	\$0.00	\$11,685.00	\$891.46	\$21,491.07
2A	Load Ratings QA/QC Engineer	\$1,183.15	\$1,886.77	\$0.00	\$0.00	\$0.00	\$306.99	\$3,376.91
2B	Bridge Inspection Report	\$4,981.20	\$7,943.52	\$0.00	\$0.00	\$0.00	\$1,292.47	\$14,217.19
3	Quality Control Inspections	\$1,022.35	\$1,630.34	\$0.00	\$0.00	\$0.00	\$265.27	\$2,917.96
<b>TOTAL</b>	<b>TASKS 1 - 3 NOT TO EXCEED COSTS</b>	<b>\$12,358.20</b>	<b>\$19,707.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,685.00</b>	<b>\$3,206.58</b>	<b>\$46,957.40</b>
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								



**SUMMARY OF STAFF HOUR DISTRIBUTION  
 FIGURE 1**

TITLE: 2017 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.  
 Name of Company

LEVEL OF EFFORT AND TASK BREAKDOWN							
Names of Principal Staff Members	Role In Study	Task 1A	Task 1B	Task 2A	Task 2B	Task 3	TOTAL
<b>SERVICES BY CONSULTANT:</b>							
Mark T. Lessens, P.E.	Project Manager	21	0	16	1	1	39
Mark T. Lessens, P.E.	Qualified Team Leader	14	64	8	67	3	156
Pedro A. Trana, P.E.	QM/QC Engineer	0	0	4	14	1	19
A. Shea Porter, P.E.	QC Inspector	0	0	0	0	20	20
Kyle J. Slavik, E.I.T.	Bridge Inspector	8	64	0	43	0	115
David A. Fildey	CAD Designer	0	0	0	16	0	16
<b>SERVICES BY OTHERS:</b>							
40' Reach All Equipment							
Traffic Control							
Railroad Flagging							
<b>TOTAL</b>		<b>43</b>	<b>128</b>	<b>28</b>	<b>141</b>	<b>25</b>	<b>365</b>
<b>NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS</b>							
<b>RESUMES OF EACH KEY MEMBER SHALL BE INCLUDED IN THE STAFFING PROPOSAL</b>							



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2017 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 1A TASK DESCRIPTION: Planning the Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	21	\$40.38	\$847.90	\$1,352.14	\$2,200.04
Mark T. Lessens, P.E.	Qualified Team Leader	14	\$49.54	\$693.60	\$1,106.09	\$1,799.69
Pedro A. Trana, P.E.	QM/QC Engineer	0	\$37.96	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$41.30	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	8	\$25.75	\$206.00	\$328.51	\$534.51
David A. Fildey	CAD Designer	0	\$30.39	\$0.00	\$0.00	\$0.00
SUBTOTAL =		43		\$1,747.50	\$2,786.74	\$4,534.23
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$453.42
TOTAL						\$4,987.66



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2017 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 1B

TASK DESCRIPTION: Field Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$40.38	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	64	\$49.54	\$3,170.75	\$5,056.40	\$8,227.15
Pedro A. Trana, P.E.	QM/QC Engineer	0	\$37.96	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$41.30	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	64	\$25.75	\$1,648.00	\$2,628.07	\$4,276.07
David A. Fildey	CAD Designer	0	\$30.39	\$0.00	\$0.00	\$0.00
SUBTOTAL =		128		\$4,818.75	\$7,684.46	\$12,503.22
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
Give'Em A Brake Safety	Traffic Control					\$21,300.00
Railroad Liability Insurance						\$125.00
Railroad Right-of-Entry Fees						\$1,750.00
Railroad Flagging- Amtrak and AA RR						\$3,000.00
PROFIT (10%)						\$1,250.32
TOTAL						\$39,928.54

ERC - Reach-all Equipment Rental (only to be used if MDOT reach-all equipment is not available)	\$8,800.00
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**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2017 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 2A TASK DESCRIPTION: Load Ratings

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	16	\$40.38	\$646.02	\$1,030.20	\$1,676.22
Mark T. Lessens, P.E.	Qualified Team Leader	8	\$49.54	\$396.34	\$632.05	\$1,028.39
Pedro A. Trana, P.E.	QM/QC Engineer	4	\$37.96	\$151.82	\$242.11	\$393.93
A. Shea Porter, P.E.	QC Inspector	0	\$41.30	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	0	\$25.75	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$30.39	\$0.00	\$0.00	\$0.00
SUBTOTAL =		28		\$1,194.18	\$1,904.36	\$3,098.54
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$309.85
TOTAL						\$3,408.40



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2017 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 2B

TASK DESCRIPTION: Bridge Inspection Report

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	1	\$40.38	\$40.38	\$64.39	\$104.76
Mark T. Lessens, P.E.	Qualified Team Leader	67	\$49.54	\$3,319.38	\$5,293.42	\$8,612.80
Pedro A. Trana, P.E.	QM/QC Engineer	14	\$37.96	\$531.38	\$847.39	\$1,378.76
A. Shea Porter, P.E.	QC Inspector	0	\$41.30	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.T.	Bridge Inspector	43	\$25.75	\$1,107.25	\$1,765.73	\$2,872.98
David A. Fildey	CAD Designer	16	\$30.39	\$486.16	\$775.28	\$1,261.44
SUBTOTAL =		141		\$5,484.54	\$8,746.20	\$14,230.75
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$1,423.07
TOTAL						\$15,653.82



**COST PER TASK BREAKDOWN  
 FIGURE 2 A**

**TITLE: 2017 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK # 3 TASK DESCRIPTION: Quality Control Inspection

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 159.47%	TOTAL
Mark T. Lessens, P.E.	Project Manager	1	\$40.38	\$40.38	\$64.39	\$104.76
Mark T. Lessens, P.E.	Qualified Team Leader	3	\$49.54	\$148.63	\$237.02	\$385.65
Pedro A. Trana, P.E.	QM/QC Engineer	1	\$37.96	\$37.96	\$60.53	\$98.48
A. Shea Porter, P.E.	QC Inspector	20	\$41.30	\$826.06	\$1,317.32	\$2,143.38
Kyle J. Slavik, E.I.T.	Bridge Inspector	0	\$25.75	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$30.39	\$0.00	\$0.00	\$0.00
SUBTOTAL =		25		\$1,053.02	\$1,679.25	\$2,732.27
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$273.23
TOTAL						\$3,005.50



**SUMMARY OF COSTS  
 FIGURE 3**

**TITLE: 2017 Bridge Inspection Program**

FIRM: DLZ Michigan, Inc.  
 Name of Company

Date: June 7, 2016

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANS-PORTATION	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$1,747.50	\$2,786.74	\$0.00	\$0.00	\$0.00	\$453.42	\$4,987.66
1B	Field Inspections	\$4,818.75	\$7,684.46	\$0.00	\$0.00	\$26,175.00	\$1,250.32	\$39,928.54
2A	Load Ratings QA/QC Engineer	\$1,194.18	\$1,904.36	\$0.00	\$0.00	\$0.00	\$309.85	\$3,408.40
2B	Bridge Inspection Report	\$5,484.54	\$8,746.20	\$0.00	\$0.00	\$0.00	\$1,423.07	\$15,653.82
3	Quality Control Inspections	\$1,053.02	\$1,679.25	\$0.00	\$0.00	\$0.00	\$273.23	\$3,005.50
<b>TOTAL</b>	<b>TASKS 1 - 3 NOT TO EXCEED COSTS</b>	<b>\$14,298.00</b>	<b>\$22,801.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,175.00</b>	<b>\$3,709.89</b>	<b>\$66,983.92</b>
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or  
Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to

contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.