

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
HUBBELL ROTH & CLARK INC
AND THE CITY OF ANN ARBOR FOR
STREET SURFACE CONDITION RATING AND ANALYSIS SERVICES**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and HUBBELL ROTH & CLARK INC, a(n) Michigan corporation, 555 Hulet Dr, Bloomfield Hills, MI 48302 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Public Services / Engineering**.

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

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means Street Surface Condition Rating and Analysis Services as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect through December 30, 2031 unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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 compensation 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. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. 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 is 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.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed **\$151,280.00**, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. The Contractor shall be allowed to increase their hourly rates annually to account for cost of living. This shall be done annually on the date of the execution of the agreement. The percentage based on the Consumer Price Index for All Urban Consumers, City of Detroit ([see https://www.bls.gov/cpi](https://www.bls.gov/cpi)). Note the total award amount does not change.
- D. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- E. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.
- B. All insurance providers of Contractor shall be 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-authorized 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 and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of 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, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, 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.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.

- B. Living Wage. If Contractor is a “covered employer” as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including 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 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 through the City budget process. If funds 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 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right 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, 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 affect the waiving party's right to require strict performance of this Agreement.

13. 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 below 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 Contractor:

HUBBELL ROTH & CLARK INC
ATTN: Charles Hart
555 Hulet Dr
Bloomfield Hills, MI 48302

If notice is sent to the City:

City of Ann Arbor
ATTN: Nicholas Bayley
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. 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.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by 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 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 Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. 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 and to obtain the City's consent therefor. The City's prospective consent to 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, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of 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.

17. 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 is 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.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and 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 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 terms or conditions. 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 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.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

HUBBELL ROTH & CLARK INC

By: _____

Name: Charles Hart

Title: Vice President

Date: _____

CITY OF ANN ARBOR

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Jordan Roberts

Title: Public Services Area
Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

B. PROPOSED WORK PLAN

BACKGROUND

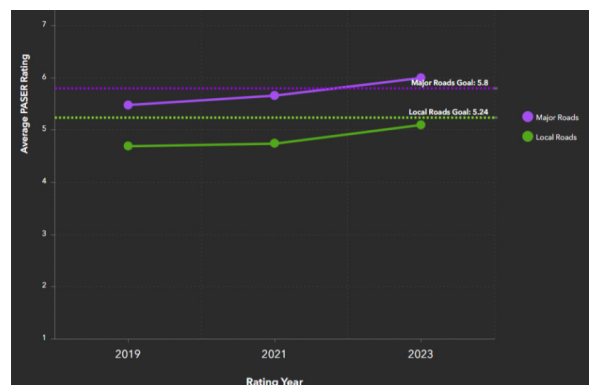
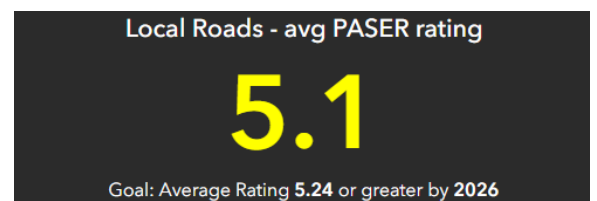
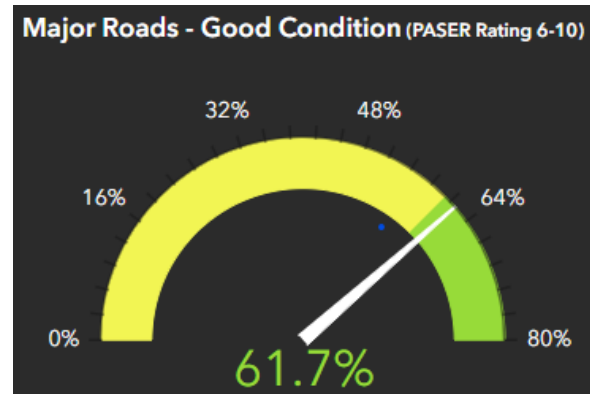
The City of Ann Arbor's paved street system includes over 300 miles of city major and local roads. Most of the roads consist of asphalt or composite pavement, but there are some that are concrete, brick, or gravel. The condition of the pavement is one of the primary factors in determining which roads receive surface treatments for improvement. The City strives to extend the service life and condition of the pavement for as long as possible by following pavement management techniques.



HRC recognizes that the City takes pride in their pavement asset management by sharing the current condition and goals of their paved street system through their dashboard. To help overcome limiting factors, such as available funding, the City follows two main principles. The first principle is following a complete Mix of Fixes technique, which includes using a broad range of surface treatment methods (preventative maintenance, rehabilitation, reconstruction) to restore the pavement's condition. The second principle is employing the right fix at the right time, such as preventative maintenance to a newer pavement to extend the service life.

The City first started setting goals for pavement conditions in 2016 and last updated them in 2021. The City's pavement system was last rated in September 2023 and looking to determine how the condition ratings will be in 2026. The City separates their pavement asset management goals by major and local roads. The Condition Dashboard shows that the average Pavement Surface Evaluation and Rating (PASE) rating for major roads increased from 5.48 in 2019 to 6.0 in 2023. Likewise, the average PASE rating for local roads increased from 4.69 in 2019 to 5.1 in 2023. The PASE rating for the major roads has already exceeded the City's goal of 5.8, and the local roads are trending in the right direction.

HRC understands the City rates their asphalt, composite, concrete, and brick streets using the PASE rating scale, while gravel roads use the Inventory Based Rating (IBR) system. The City collects their pavement condition ratings through the Laptop Data Collector (LDC) and uses Roadsoft to set goals based on available funding. The subsequent sections outline how HRC plans to rate the City's street network surface conditions and evaluate their pavement goals.

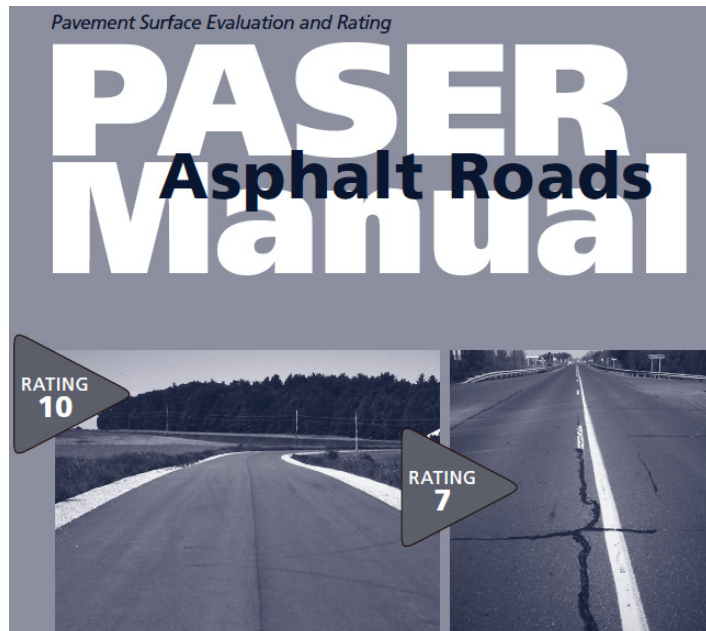


TASK 1: COMPLETE STREET SURFACE CONDITION ASSESSMENT

FIELD REVIEW

HRC has extensive experience in performing PASER ratings for various communities. HRC has 18 certified raters who are all very familiar with the collection process from the Michigan Transportation Asset Management Council (TAMC). To ensure each pavement distress like rutting, alligator cracking, or corner cracks result in a consistent surface condition rating, all raters have completed the TAMC Collection Training for both the PASER and IBR rating systems. The Request for Proposal did not mention any sealcoat surface types, but raters have experience with that rating system as well. Each rater will base their ratings from the following data collection manuals and guides:

- Asphalt PASER Manual
- Concrete PASER Manual
- Brick and Block PASER Manual
- Asphalt PASER Cheat Sheet
- Concrete PASER Cheat Sheet
- IBR System Quick Guide
- Michigan Sealcoat Rating Guide (if needed)



HRC also recognizes that performing the road ratings by visual inspection can lead to differing viewpoints between two raters. When this occurs, HRC finds it best to review the possible mitigation actions for the pavement (thin overlay, structural overlay, and full depth repairs) to help determine the road rating. Another method to help agree is to match the road condition to the closest photo example in the Asphalt or Concrete PASER Manual. Both raters can also step out of the vehicle when safe and take photos of the pavement.

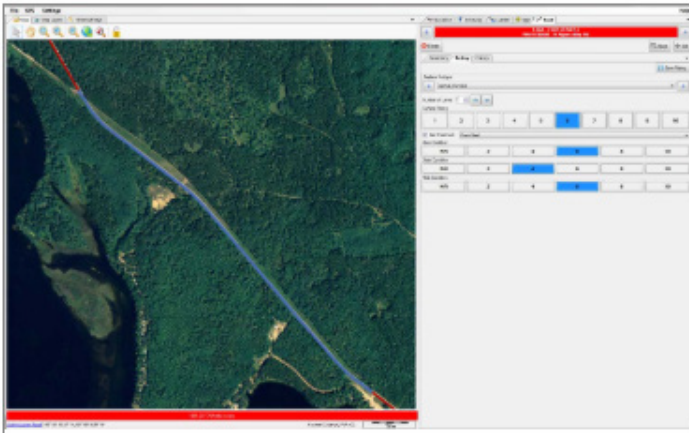


HRC can develop a schedule to perform the road ratings after reviewing the export(s) provided by the City. A collection rate of 8 miles per hour will be used when creating the schedule. HRC will provide two certified raters, a work vehicle (beacon, reflective striping, logo, etc.), and laptop containing the data collection software. One rater will be driving the work vehicle, while the other is entering the data into the laptop. Raters will focus on rating city major roads during off-peak times due to typically having higher volumes. Raters are willing to spend over eight working hours each in a day, especially on city local roads, (lower traffic) to ensure the City's schedule is met.

HRC will have multiple field personnel available to start collecting road ratings as soon as April 2025 (allowable start time by TAMC). HRC also anticipates having additional field personnel available after the 2025 TAMC Data Collection Training sessions.

LAPTOP DATA COLLECTOR SOFTWARE AND INVENTORY LOG

HRC is very familiar with the Laptop Data Collector (LDC) and Roadsoft software. HRC understands the City will provide an LDC export of the proposed road segments to be rated (filtered Roadsoft network). If the City desires, the data set (proposed road segments) could also be broken into more than one export to allow HRC to send multiple teams for field review. For example, if the City desires to send two teams to collect data, then two separate exports showing different roads (no overlapping roads) could be provided. Otherwise, if multiple teams are using the same database, then there is no easy way to verify what segments remain to be rated.



Each HRC certified rating team will have their own work laptop with the latest LDC software and global positioning system (GPS) to view the proposed road segments. If the City desires, HRC can also complete a 2025 Data Collection Road Inventory Log after each day to track the progress and mileage. HRC can also export the collected road ratings (.ldc2rs file) at the end of each day and send them to the City for review. A backup database (.ldcz) will also be created each night to allow for the next (different) set of raters to continue from the point of completion from the previous raters (day).



TRANSPORTATION ASSET MANAGEMENT COUNCIL

2025 DATA COLLECTION - ROAD INVENTORY LOG

CREW: Include members name and PASER Training Date or Certification Exam Date		Date: <input type="text"/>
MDOT Rep & Date – <input type="text"/>		Hours/Minutes Worked: <input type="text"/>
Region/MPO Rep & Date – <input type="text"/>		
County Rep & Date – <input type="text"/>		
City/Village Rep & Date – <input type="text"/>		

QUALITY ASSURANCE AND QUALITY CONTROL

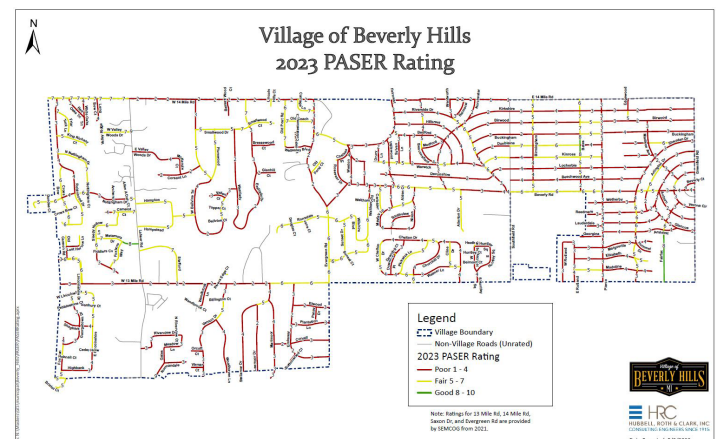
Having a good quality assurance and quality control (QA/QC) process in place is important to ensure accurate and consistent data is being collected and returned to the City. Before submitting the final database of collected ratings to the City, the percentage completed in the LDC will be verified to ensure all the proposed roads have been rated. If the LDC shows that there are still miles to be rated when finished, it is more than likely they are from a crossover or small segment that was split outside of the native framework. The “Check for Unrated Segments” tool in the LDC will be used to find any unrated segments that were missed, and engineering judgment will be used if those segments can be interpolated or need to be verified in the field.

Roads with no defects will also have to be verified with the City if new construction occurred within a year (PASER Rating 10 versus PASER Rating 9). HRC is already familiar with the City’s road network from recent collaborations (Jackson-Huron Crossings, Quick Build 2.0, Miller Avenue Cycle Track). HRC will also review the City’s Active Road and Utility Project Map for upcoming resurfacing projects.

For additional QA/QC, HRC will also review the collected road ratings in Roadsoft (create database) and use the feature where improved segments with no treatments can be viewed to verify any inconsistencies. However, any changes that need to be made to the road ratings will be edited in the native file (City provided export) using the LDC only. HRC will not attempt to make any changes in Roadsoft or export an alternate file to prevent compromising the City’s historical data.

DATA SUBMISSION

After QA/QC is completed, the collected road ratings will be exported from the LDC for the City to import into their Roadsoft Database (.ldc2rs file). Like the QA/QC process, if the City has any comments that trigger a change, modifications will be made in the native or updated file provided by the City using the LDC only. A PASER rating map showing the road ratings can also be created upon request.



ARTIFICIAL INTELLIGENCE PAVEMENT CONDITION EVALUATIONS

Artificial intelligence (AI) is starting to be used to enhance or replace the manual collection of data in the field. HRC is learning how AI is revolutionizing the way pavement conditions are being evaluated. HRC is working with a company called Cyvl.AI to further learn how advance technology can be used to collect and analyze transportation asset data. Their service is currently under review by the Michigan Transportation Asset Management Council (TAMC) as it provides a cost-effective collection strategy and includes final integration with Roadsoft. Cyvl.AI can provides advanced roadway data collection and analysis using AI technology with light detection and ranging (LiDAR) mapping and high-resolution imagery. This technology, in addition to road pavement condition, can collect location and condition data on signs, sidewalks and other roadside adjacent features. Type of pavement distress like alligator cracking and rutting can be identified separately as well. Cyvl.AI uses a three step process to provide a comprehensive and accurate assessment of pavement conditions.

1. Map the infrastructure using LiDAR, high-resolution imagery, and GPS.
2. Extract the infrastructure data with proprietary AI.
3. Export shapefiles to be integrated with Roadsoft.

If the City desires, HRC included an optional cost to add on an AI pavement condition evaluation. The AI component could be a supplement to the QA/QC process and the first step to streamlining road asset condition data collection and analysis. However, it is important to note that the AI component is not required by HRC to perform the road ratings outlined above. The AI component is strictly optional for the city to consider and will have no impact on the field review process as the data is collected at the same time as the visually inspected PASER data is being collected by staff



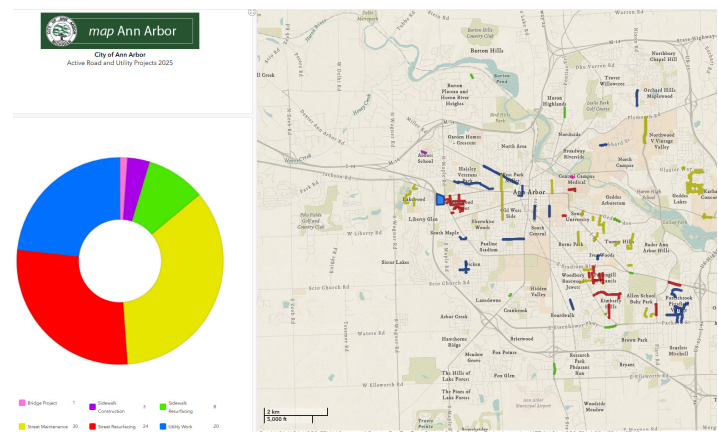
TASK 2: SURFACE CONDITION ANALYSIS AND MODELING

DATABASE AND CALIBRATION

To create a database, HRC will reach out to Roadsoft's support team to obtain a framework file (.dat) for Ann Arbor. Once the database has been created, HRC will request a Roadsoft Data file (.rsz) from the City to import their 2023 PASER ratings and possible historical ratings for the model to build a deterioration curve. Filters will also be created using the Legal System attribute to create separate models containing city major roads and city local roads.

To calibrate the model, HRC will need to coordinate with the City on creating the correct Mix of Fixes to reflect what treatments are performed in the field. Treatments depending on the type of pavement (asphalt vs concrete) can include crack seals, mill and overlays, full depth slab replacements, and reconstruction. Once the complete Mix of Fixes has been created, HRC will establish a cost per lane mile for each treatment using example bid tabs from the City or other communities. Both the treatment and cost will be input in the Surface Definition table in the model.

Since the model is using PASER ratings from 2023, HRC will have to coordinate with the City on any projects that occurred between the last rating to present day that would have had an impact on the pavement surface. For example, if a water main project occurred in 2024 that caused a segment to be reconstructed, the PASER rating will need to be changed to a 10 in the model. HRC will also review the Active Road and Utility Projects Map for any upcoming projects for this year. If the PASER rating for some segments has changed, the remaining service life may need to be rebuilt in the model as well.

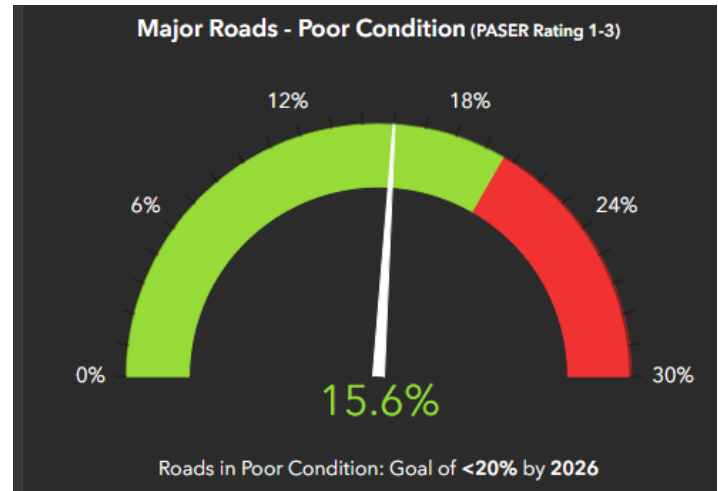


STRATEGY EVALUATION AND OPTIMIZATION

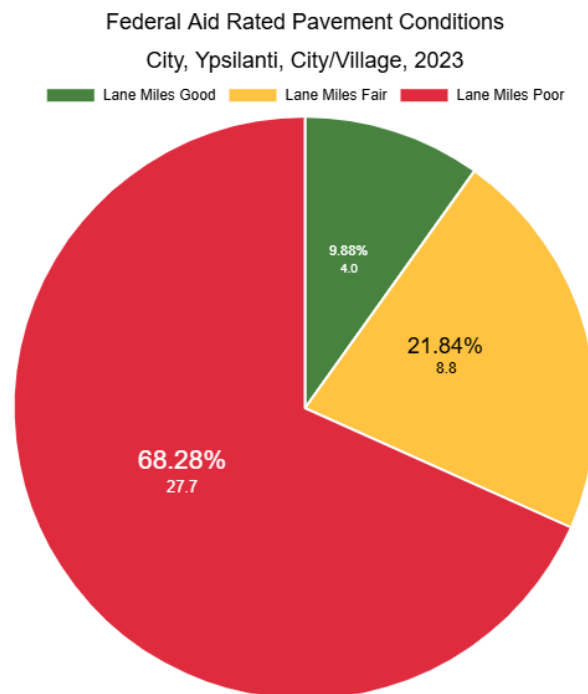
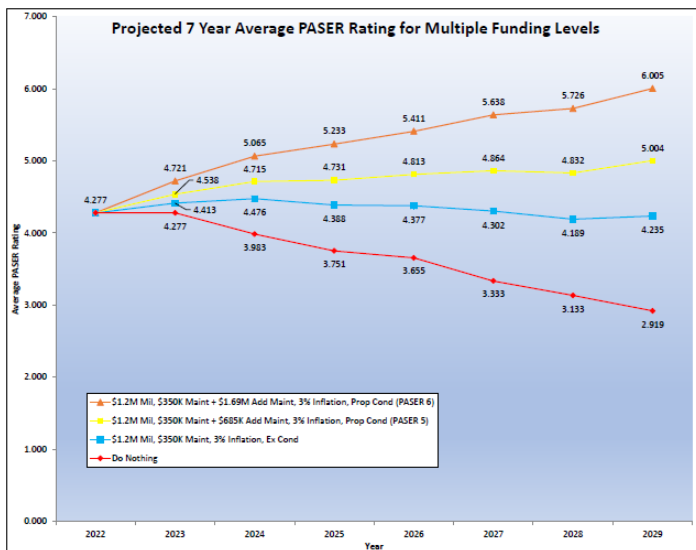
To develop a treatment strategy regarding what Mix of Fixes the City should explore, an annual budget needs to be established. HRC will coordinate with the City to obtain an annual budget for the amount to be spent on city major and local road treatments up to 10 years. The model can also limit spending on specific treatments and pavement types. Once the annual budgets have been established, HRC proposes to model the following scenarios for both city major and local roads:

1. 10-Year, Do Nothing: Establish a trend line if no money is spent on treatments
2. 10-Year, Existing Budget: Establish a trend line if the existing budget is spent on treatments
3. 10-Year, Proposed Budget: Establish a trend line if a proposed budget (existing budget plus added funds) is spent on treatments (funding scenario)
4. 10-Year, Varied Budget, Desired PASER Rating: Establish a trend line if a varied budget is spent on treatments to obtain a desirable PASER rating (pavement condition scenario)

HRC will also obtain the maximum percentage of roads in good and poor condition to update the City's Dashboard. HRC also acknowledges the City considers poor condition ratings to range between 1 to 3 rather than the TAMC standard of 1 to 4. HRC will adjust the PASER Rating Mileage Summary, accordingly, to obtain the correct percentage.



To help understand realistic and achievable goals, HRC will review TAMC's Pavement Condition Dashboards for neighboring cities to view their current pavement conditions. HRC will develop a future pavement condition goal for the City considering the model results and neighboring cities.



OPTIONAL TASK 3: TRANSPORTATION ASSET MANAGEMENT PLAN

HRC has prepared Transportation Asset Management Plans (TAMPs) for multiple communities that are in full compliance and have been approved by the TAMC. HRC uses the asset management plan templates and tools provided by the Center for Technology and Training. The City's 2023 TAMP includes both the Pavement and Bridge Asset Management Plan templates. Using the Project Planning and Selection Tool, HRC can also help the City select candidate road segments for treatments to include in the TAMP. HRC also has a structural group that specializes in bridge asset management techniques to help prepare the bridge template.

City of Ann Arbor 2023 Transportation Asset Management Plan

A plan describing the City of Ann Arbor's transportation assets and conditions

Prepared by:
Nicholas Hutchinson
City Engineer
nhutchinson@a2gov.org

C. FEE PROPOSAL

Please refer to the separate sealed **FEE PROPOSAL** document.

D. AUTHORIZED NEGOTIATOR

CHARLES HART, PE, VICE PRESIDENT, will be the authorized negotiator for any contracts entered into with the City of Ann Arbor.

Contact information for Charles Hart is as follows:

CELL: (248) 425-4348

OFFICE: (248) 454-6301

EMAIL: CHART@HRCENGR.COM

OFFICE LOCATION

HRC - HEADQUARTERS

555 HULET DRIVE

BLOOMFIELD HILLS, MI 48302

FEE PROPOSAL

FEE INTRODUCTION

Hubbell, Roth & Clark, Inc. (HRC) understands that the City of Ann Arbor will award the Street Surface Condition Rating and Analysis Services to responsible, qualified consultants with costs being considered. HRC believes in an open and transparent fee discussion on professional services and fair compensation for our efforts. Fees are proposed based on the requirements in the RFP. If selected, HRC is open to further discussing fees for 2025 and possible future years but remains committed to the submitted materials herein.

BILLING PRACTICES

- HRC is committed to establishing a custom billing procedure for the City of Ann Arbor within the limitations of our accounting software.
- HRC has computerized in-house financial management software by Deltek that assists in tracking ongoing projects. The cost control system utilizes job and account numbers assigned to each project. Timesheets are completed by each employee, indicating time spent on each project by job number, task, and job title. Employees' timesheets are submitted on a biweekly basis and approved by an Associate or Project Manager. The computerized cost control system prints out employee identification numbers, staff hours, and direct payroll cost accumulation on a biweekly basis for each project. Review of the project cost reports versus allocated project costs has been successful in completing projects on time and within budget.
- Generally, municipal clients are invoiced on a monthly basis for the work completed to date with Fiscal Year Ending schedule adjustments as well as any time-sensitive matters such as grant reporting.
- Invoices include the City's project identification (by title and numeric ID), approved budgets, costs to date, budget remaining, staff hours by person or category, and summary notes of the work completed during this period. Comments for staff time can also be added, if desired.
- Monthly Accounts of Project Standings are timed to correspond to invoicing cycles to provide additional details.

STREET SURFACE CONDITION RATING LUMP SUM FEE

HRC understands the scope per Section II. 3. B shall be completed on a lump sum basis. Table 1 below provides HRC's proposed fees for 2025 and future years, if the City desires to extend the contract.

Table 1. Lump Sum Fee for Street Surface Condition Rating

YEAR	LUMP SUM FEE
2025	\$24,000.00
2027	\$26,400.00
2029	\$29,100.00
2031	\$32,100.00

RATE SCHEDULE

HRC proposes to bill based on the 2025 rate schedule shown below for the scope per Section II. 3. C. of the RFP shown in Table 2 above, any additional modeling support on an hourly basis, and the optional services scope identified in Section II. 3. D. of the RFP.

2025 HOURLY RATE SCHEDULE PREPARED FOR: CITY OF ANN ARBOR

<i>CATEGORY</i>	<i>BILLABLE RATES</i>
Principal	219.00
Senior Associate/Managing Engineer	212.00
Associate/Managing Engineer	188.00
Manager	176.00
Supervisor	146.00
Senior Project Engineer/Architect/Surveyor	181.00
Project Engineer/Architect/Surveyor	144.00
Staff Engineer/Architect/Surveyor	133.00
Senior Project Analyst	177.00
Project Analyst	139.00
Staff Analyst	102.00
Graduate Engineer/Architect I/II	115.00
Technical Specialist	159.00
Senior Designer	146.00
Designer	139.00
Senior CADD Technician	138.00
CADD Technician	119.00
Senior Survey Office Technician	122.00
Survey Party Chief	129.00
Survey – Field Technician	70.00
Project Representatives	150.00
Senior Construction Observer	109.00
Construction Observer I/II	84.00
Construction – Office Technician	76.00
Supervisor Lab Testing	94.00
Testing Technician	76.00
Student/Co-Op/Intern	65.00
Administrative Support*	91.00

* This category includes computer, reproduction, and administrative staff.

RATE SCHEDULE NOTES

Wage rates shown above are for 2025. Rates will be increased to an agreed upon average in future years.

Billable rates for Hubbell, Roth & Clark, Inc. include unemployment and payroll taxes, contributions for Social Security, retirement benefits, medical and life insurance benefits, normal printing costs, telephones, fax, computer time, mileage, other overhead costs, and profit.

Allowable reimbursable expenses will be invoiced at our cost, which is defined as the direct costs plus five percent.

There is no charge for simple email, phone, or text communication between the City and HRC staff.