

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
HUBBELL, ROTH & CLARK, INC.  
AND THE CITY OF ANN ARBOR  
FOR GENERAL ENGINEERING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Hubbell, Roth & Clark, Inc. ("Contractor"), a corporation organized and doing business under the laws of the state of Michigan with its address at 555 Hulet Drive, Bloomfield Hills, Michigan 48303, agree as follows:

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area / Public Works & Systems Planning Units.

Contract Administrator means Public Works Unit Manager, 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 General Engineering Services, RFP #19-05.

Work Statement means a written instrument between Contractor and City that describes specific services or deliverables that Contractor shall provide pursuant to this Agreement, which also meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Contractor's Services Agreement with the City of Ann Arbor Dated ..... ."
2. Is signed on behalf of both parties by their authorized representatives. For work statements over \$25,000, the required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content. For work statements of \$25,000 and less, the required signature for the City is the Service Area Administrator.
3. Contains the following three mandatory items:
  - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City;
  - b. The amount of payment; and
  - c. The time schedule for performance and for delivery of the Deliverables.

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

## **II. DURATION**

Contractor shall commence performance on \_\_\_\_\_, 2019 ("Commencement Date"). This Agreement shall remain in effect for a period of up to 2 years unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

## **III. SERVICES**

- A. The Contractor agrees to provide General Engineering Services ("Services") in connection with the Project as described in Exhibit A, and to furnish all materials, equipment, and labor necessary, and to abide by all the duties and responsibilities applicable to it, in accordance with the requirements and provisions of this Agreement. Such Services shall be performed pursuant to mutually agreed-upon Work Statement(s), developed pursuant to Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the agreement or within a Work Statement 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. The Contractor understands that: (1) there is no guarantee or implied promise of any nature that the City will issue a Work Statement pursuant to this Agreement; (2) the City is under no obligation to issue or consent to any Work Statement; and (3) this Agreement is non-exclusive.
- 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.
- 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 or in signed Work Statement(s) as may be agreed upon from time to time. Payment shall be made monthly, unless another payment term is specified in Exhibit B or the applicable Work Statement, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. The total fee to be paid Contractor for Services shall not exceed \$500,000.00.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article 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 that 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. 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 subcontractor(s) (if any).
- B. Any insurance provider 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, 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 person 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:

Hubbell, Roth & Clark, Inc.  
Charles E. Hart  
555 Hulet Drive  
Bloomfield Hills, Michigan 48303

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

City of Ann Arbor  
Craig Hupy  
Public Services Area Administrator  
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, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

#### **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.

## **XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.



**XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Type Name

Its

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Type Name  
Service Area Administrator

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

**Approved as to form and content**

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

## **EXHIBIT A SCOPE OF SERVICES**

### **DESCRIPTION**

1. Preparation of plans and specifications for capital improvement projects varying in complexity, for portions of projects or entire projects. Services may include civil engineering, mechanical engineering, electrical engineering, structural design work, preparation of preliminary plans and cost estimates, necessary field work, drafting, design, surveying, project management and other engineering related work as needed.
2. Landscape architecture design and construction support for City projects, which may include preparation of plans and specifications, tree inventory and assessment, coordination and communication with the public, review of contractor submittals, and inspection of materials and installations.
3. Preparation of applications for grants.
4. Engineering reports and studies on a variety of subjects including but not limited to hydraulic modeling, stormwater infrastructure condition assessments, traffic engineering studies, facility condition assessments and road pavement condition evaluations.
5. Traffic engineering data collection and analysis.
6. Peer review of public utility, sidewalk, and road construction plans.
7. Preparation of the MDEQ Act 399 and Part 41 Permit Applications for public water main and sanitary sewers, respectively.
8. Coordination, facilitation and/or attendance at project-related meetings, such as design review, pre-bid, and pre-construction meetings.
9. Construction engineering, including, but not limited to, review and approval of cut sheets, resolution of field conflicts, review of pay estimates, etc.
10. Coordination with other City service areas, local agencies, private utility companies, and members of the public.

### **TASKS**

#### **1. Engineering Services**

Engineering, Landscape Architecture, and/or Project Management services as requested on public works projects including but not limited to sanitary sewer, storm sewer, street paving, street resurfacing, water mains, sidewalks, and bridges in accordance with City Standards and procedures.

## 2. Survey

Perform various topographical surveying tasks as requested for the preparation of civil engineering construction plans. The desired surveying services will include, but not be limited to, the gathering of topographical survey data and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans.

Perform construction staking for projects including but not limited to sanitary sewer, storm sewer, road paving, street resurfacing, water mains, sidewalks, and bridges.

Perform other miscellaneous survey tasks as requested by the City.

### A. Data collection:

- i. State Plane Coordinate system and City of Ann Arbor datum is to be used. Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).
- ii. All topographic features on a project site will be located. This includes man-made and natural terrain features that the surveyor will come across. Elevation data will be obtained as needed for sufficient project design, quantity computations and drainage studies.
  1. Locate all surface features within and a minimum of 25' beyond the right-of-way along a street.
  2. All public and private utilities located and identified.
  3. Driveways - locate to a minimum of 40 feet beyond right-of-way or sidewalk for grading design.
  4. Intersecting streets - Sidewalks to a sufficient distance beyond first driveway/lead walk; minimum 20 feet. Roadway to 200 feet from intersection.
  5. Curb ramps should have all 4 corners of the "turning space" and 10 adjacent flags of the walk transition located.
  6. Sufficient ground elevations for creation of a digital terrain model (DTM) for one (1) foot contours, including around curb radii and through intersections.
  7. Survey feature lines, 3D break lines, shall be included as part of the final digital submittal.
  8. All ground door locations and elevations are to be included survey and shown pictorially in the base drawing (typical in areas where buildings are at or near ROW).
  9. Retaining walls (top and both sides at bottom) and steps (top and bottom steps, at both ends of each) are to be included.

- iii. Surface and underground drainage information is to be assembled by the surveyor. The surveyor should obtain record plans of any City utilities crossing the project and report any observed differences, and potential drainage problems.
  - 1. The composition, size, and invert elevation of each pipe at each drainage structure is required for design of improvements in critical areas.
  - 2. The construction type and condition of each structure and connecting pipe shall be fully described. Connections between manholes and catch basins must be determined.
  - 3. The location of all structures and drainage pipes, as found, are to be shown on a base map. Prepare separate, hard-copy, 1=20' scale plots to show measurements of underground storm drain systems and include with the project notes. Show direction of pipe flow.
  - 4. Include type and size of structure, measured casting elevations, measured invert elevations of sewers, and top of pipe elevation for water main.
  - 5. Obtain structure and connecting pipe information outside the project limits; locate nearest downstream/upstream structures that tie into project area.
  - 6. Overhead utility information shall include location and type of utility.
- iv. All ROW lines, easements, adjacent property boundaries, found property corners and monumentation to be located and shown.
  - 1. Copies of all records, measurement data, and calculations used to determine the alignment shall be part of the survey notes.
  - 2. Right-of-ways and centerlines are shown and dimensioned.
- v. All trees within project limits.
  - 1. Include trunk diameter at breast height (DBH) and canopy diameter - 6" or greater DBH or a canopy that may impact the project.
- vi. Minimum of 1 on-site bench mark for every 600' of utility shall be shown and described (minimum of 2 per project).
- B. Digital submission. The City of Ann Arbor currently uses AutoCAD Civil 3D 2016 software.
  - i. If using Civil 3D, a base template drawing, provided by the City of Ann Arbor, is to be used for importing survey data. Request a copy of the current template file upon award of survey.
  - ii. If not using Civil 3D, imported points and feature lines must be in an AutoCAD 2016 drawing file format. Provide an AutoCAD drawing file containing the points, feature lines used to create 3D break lines, and the

final surface. The preferred formats for data collection point files are “.fbk” or “.txt” file (PNEZD comma delimited); point description key to be provided by City of Ann Arbor.

- iii. Planimetrics to be AutoCAD 2016 or earlier, layering standards to be provided by the City of Ann Arbor. All linework in the base topographic drawing are to be comprised of polylines with an elevation of 0. Text heights for labels are to be Simplex with a paper space height of 0.08”.
- iv. Coordinate with other city service areas, local agencies, etc.

### **3. Reports and Studies**

Prepare engineering reports and studies on a variety of subjects including hydraulic modeling, stormwater infrastructure condition assessments, traffic engineering studies, facility condition assessments and road pavement condition evaluations.

### **4. Plans and Specifications**

Preparation of construction plans and specifications shall include preliminary reports, identification of alternatives, cost estimates, and contract documents. The consultants shall also secure all necessary permits from all approving agencies including but not limited to the Michigan State Department of Environmental Quality and Michigan Department of Transportation.

### **5. Capital Improvements Plan**

Participate in the establishment of project scope, preparation of cost estimates, and construction schedules in terms of project planning for the City’s Capital Improvement Program.

### **6. Construction Administration and Observation**

Perform all services required during the construction phase of projects. Tasks shall include construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of as-built drawings.

## **EXHIBIT B COMPENSATION**

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:



## D. Fee Proposal

HRC has interpreted the City's RFP to reflect that the City is only requiring our hourly rate schedule at this time and that hours and budgets will be required on a future project by project basis. Therefore, HRC has provided our billable rates on the attached rate schedule. This table reflects the ranges of staff billable rates sorted by classification. HRC can provide direct rates for individual key staff upon request. Should any classifications of staff be utilized that are not shown, HRC proposes to use our 2019 direct labor rates with an added 2.0 multiplier and hold those rates until June 30, 2021, per the RFP. An increase of 3% would be requested after this date for up to two additional years.

HRC's overhead rate is 2.0 which includes unemployment taxes, payroll taxes, contributions for Social Security, retirement benefits, medical/life insurance benefits, normal printing cost, telephones, tax, computer time, mileage, other overhead costs, and profit.

Attached are HRC's hourly billable rates, based on actual hourly rates of staff that could work on the City's as-needed contract with the overhead rate of 2.0 applied.

Hubbell, Roth & Clark, Inc.

Hourly Rate Schedule Valid Until June 30, 2021

Prepared for:

City of Ann Arbor

<u>Category</u>	<u>Billable Rates</u>
Principal	139.00 - 202.00
Sr. Associate/Managing Engineer	180.00 - 202.00
Associate/Managing Engineer	121.00 - 177.00
Department Manager	137.00 - 172.00
Manager	105.00 - 161.00
Supervisor	96.00 - 138.00
Sr. Project Engineer/Architect/Surveyor	126.00 - 180.00
Project Engineer/Architect/Surveyor	106.00 - 145.00
Staff Engineer/Architect/Surveyor	96.00 - 116.00
Senior Project Analyst	139.00 - 140.00
Project Analyst	78.00 - 142.00
Graduate Engineer/Architect I/II	70.00 - 118.00
Technical Specialist	155.00 - 155.00
Designer	99.00 - 140.00
Sr. Cadd Technician	81.00 - 117.00
Cadd Technician	57.00 - 80.00
Survey Technician	106.00 - 107.00
Survey Party Chief	81.00 - 123.00
Survey - Field Technician	52.00 - 81.00
Project Representatives	103.00 - 180.00
Sr. Construction Observer	82.00 - 98.00
Construction Observer I/II	47.00 - 79.00
Construction - Office Technician	52.00 - 71.00
Testing Coordinator	82.00 - 82.00
Testing Technician	48.00 - 71.00
Administrative Support**	45.00 - 143.00

Billable rates shown above are reflective of the actual 2019 hourly rates of HRC staff for each classification plus a 2.0 multiplier. If the contract is extended beyond June 2021 a 3% increase will be applied for up to two years.

Allowable Reimbursable expenses will be invoiced at our cost which is defined as the direct costs plus 10%.

\*\* This Category includes Computer, Reproduction and Administrative Staff.





**EXHIBIT C  
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement 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 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. 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 Project General Aggregate
\$1,000,000	Personal and Advertising Injury

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. 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 and A.4 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 for any insurance listed herein.
- 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 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. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements 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.