

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
FISHBECK
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Fishbeck ("Contractor"), a(n) Michigan Corporation, with its address at 1515 Arboretum Drive SE, Grand Rapids, MI 49546. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Water Treatment Service Unit.

Contract Administrator means Sr. Utilities Engineer, 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 WTP Professional Engineering Services, RFP 20-18.
Project name

II. DURATION

Contractor shall commence performance on July 1, 2020 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below 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.

Subject to the availability of funding, the Agreement may be extended at the City's option for up to two additional one-year periods subject to the same terms and conditions, except fees, rates, and unit prices which may be adjusted by agreement. If the City elects to exercise its option to extend, written notice of same shall be provided to the Contractor no later than 60 days before the end of the original or extended term, after which the Contractor shall have 30 days to respond in writing that it agrees to the extension and stating the agreed upon fee and unit price adjustments. Failure to respond as provided may result in the City reissuing the professional services for bid. The City Administrator is authorized to execute, on behalf of the City, an extension agreement.

III. SERVICES

- A. The Contractor agrees to provide Professional Consulting Engineering Services
Type of service
("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 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. 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- 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.

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.

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 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, etc.) 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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 Agreement; 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 (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. 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. 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.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has 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.

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 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 the CONTRACTOR, it shall be addressed and sent to:

Fishbeck
Attn: David Baar, PE
1515 Arboretum Drive SE
Grand Rapids, MI 49546

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

City of Ann Arbor
Attn: Glen Wiczorek, WTP Senior Utilities Engineer
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

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.

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 Exhibits A, B, and C, 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. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

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 _____
David Baar, PE
Its
Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy, Public Services Area Administrator

Tom Crawford, Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule)

SCOPE OF WORK

Fishbeck has assembled an experienced engineering team to meet the City's Water Treatment Services Unit's (WTSU) needs for as-needed engineering services. Our professional staff will support the WTSU with services including, but not limited to, preparing plans, specifications, and cost estimates for construction projects; preparing detailed studies; conducting investigations; preparing reports; performing surveying activities; providing construction observation/inspection; and providing construction contract administration.

We will use the City's standards for project drawing preparation and follow the City's sheet numbering and file naming conventions. The project contract documents will be prepared to follow the City's standard contract documents and other requirements as directed by City representatives.

STAFFING AND PERSONNEL

Dave Baar will be the project manager and serve as the primary client contact for all disciplines. Dave will serve as the Vice President-in-Charge of the project. In that role, he will work with the various department heads to ensure proper staffing is made available and will coordinate the contracting and subcontracting activities. John Willemin will serve as the Principal-in-Charge of this project. Emily Schlanderer will serve as the Onsite Engineer and Assistant Project Manager.

Being a firm of over 450 persons that offers such a broad variety of in-house services, we have staff with experience and expertise in most areas of need. Also, with the vast majority of our people being located in Michigan, we can very quickly generate a response for the City's Emergency or unexpected needs.

COMPATIBILITY WITH THE CITY'S STANDARDS, GOALS, AND OBJECTIVES

Fishbeck has demonstrated our compatibility with WTP staff on several projects, including the Filter Gallery Flood Evaluation, the Ammonia Feed System Improvements, the Asset Management Program, the Onsite Engineering Assistance project, and various modeling projects. Beyond the water system, we have also performed services for the City on permitting projects for the wastewater treatment plant, sewer rehabilitations, local street and sidewalk projects, and some bridge projects. Adapting to local standards is something that most consultants do regularly. However, meeting goals and objectives requires certain talents that we practice and promote, e.g., listening, seeking to understand, asking questions, and clarifying until we are certain we do understand. We are very successful in this area.

WORKING RELATIONSHIP BETWEEN FISHBECK AND THE CITY'S STAFF

We will continue to use staff on this project who have previously worked on City of Ann Arbor WTP projects. Emily Schlanderer, Dave Baar, Brian Phillips, Joe Siwek, Matt Stack, Colin McCorkle, and John Willemin have all worked with you and have developed good working relationships with City staff. Emily, in particular, has worked with the City enough to understand your systems and staff.

Fishbeck takes pride in our client working relationships, and client service is emphasized as one of our core values. Another core value is a concern and respect for people and their personal and professional growth. Those two together translate to: Work well for, and with people, and they will likely work well with you.

DETAILED SCOPE OF SERVICES

We recognize that the different projects will have different needs relative to the various phases of engineering services. For example, some of the projects may not require a study phase. Other projects may have only minimal construction inspection needs. Regardless, we have presented the general elements of the various project phases, recognizing that each project will have unique service needs.

The scope items listed below are some of the expected project tasks, arranged in a similar order to your RFP.

1. PREPARATION OF PLANS AND SPECIFICATIONS

Design Phase

The following work plan is typical for design phase services.

1. Design kickoff meeting. Assemble the project team from the City and Fishbeck to review comments from any previous study phase efforts and discuss project goals and schedule. The goal of the meeting will be to resolve any outstanding issues and finalize features to be included in the design.
2. Perform detailed design. Complete detailed design for any civil, architectural, structural, process, mechanical, electrical, and instrumentation systems.
 - a. Prepare final design criteria.
 - b. Review any geotechnical recommendations.
 - c. Determine the electrical requirements for the project and coordinate power requirements with the electric utility provider as required. Complete electrical design and utility coordination. Design provisions for grounding and lightning protection as required.
 - d. Coordinate any requirements for standby power with the City.
 - e. Design provisions for any controls, instrumentation, and telemetry.
 - f. Complete final design of other site features as needed, including roadways, parking area, fencing, grading, etc.
 - g. Recent developments in manufacturer's coating systems will be reviewed, and product and application requirements will be developed. Recommendations for paint systems will be reviewed with Dixon.
 - h. Complete internal QA/QC procedures, which will include City and EGLE review. Incorporate applicable review comments into the design documents.
3. Conduct workshops with the City to review our thoughts on project details like equipment, repair technologies, site requirements, construction methods, etc. Obtain the City's thoughts and concerns on these project components, based on their knowledge of the City systems and other local concerns.
4. Incorporate City input on the design and selection of components. This will occur at the various review stages of design, which typically include submittal of preliminary drawings at 30% and 50% complete and submittal of drawings and specifications at 95% complete for City review and comment. For some projects, it may be appropriate to provide review sets to EGLE for their concurrent review as the design develops.

5. Design instrumentation and telemetry according to City standards. The City's existing systems will be reviewed, including acceptable manufacturers for equipment and programming protocol. We recommend the specifications limit instrumentation and SCADA integration work to prequalified contractors.
6. Conduct routine progress meetings. Progress meetings will be conducted throughout the design phase as required to incorporate City (and EGLE) comments and to keep the project on track. Progress meetings typically coincide with the 30%, 50%, and 95% percent design submittals. Fishbeck can facilitate conference calls, video conferencing at our offices, or internet-based meetings as needed.
7. Provide interim deliverables. Interim deliverables are proposed to include submittal of preliminary drawings at 30% and 50% completion, and submittal of drawings and specifications at 95% completion as described previously. Technical memorandum may be issued in addition to the design submittals at various stages of the design to present alternatives that require specific City input or direction. We assume five hard copies and one electronic copy of the interim deliverables will be provided. An opinion of probable construction cost will be provided to the City with each interim submittal.
8. Provide meeting agendas, minutes, and facilitation. Fishbeck can conduct and attend design meetings and provide written agendas and meeting minutes.
9. Provide design package. Prepare Division 01 front-end specifications and incorporate the Division 00 specifications provided by the City. Prepare Division 2 – 46 technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) numbering format. Prepare final drawings for bidding purposes grouped in major subdivisions to include civil, structural, process, mechanical (HVAC/Plumbing), electrical, and instrumentation/control. The final design submittal will include five hard copies and one electronic copy of drawings and specifications as described in the RFP. The documents will be the bid ready documents that will be issued to prospective bidders. A final basis of design and opinion of probable construction cost (+15/-5) will be provided.
10. Provide preliminary plans for other City Departments to review. We propose copies of interim deliverables will be suitable for submittal purposes for City Departments and will be provided out of the five copies of documents to be provided to the City.
11. Prepare and submit EGLE, FERC, and joint EGLE/USCE permit applications as needed. Coordinate review with the agencies respond to agency comments as applicable. Attend review meetings with agencies (if needed) to address permit review comments.
12. Coordinate any site plan approvals with the Planning Commission. Fishbeck will coordinate the site plan approval process, attend meetings, and provide documentation to demonstrate compliance with City standards, as needed.
13. Design documents will comply with the most recent City Code of Ordinances. A code review will be completed by Fishbeck as part of preliminary design to ensure compliance with City requirements.
14. Hard and electronic copies of the bid documents (drawings and specifications) will be provided.

Construction Phase

The construction management phase normally includes bidding, construction administration, construction observation, and startup support services. The following is a typical work plan for Construction Phase services.

1. Assist the City with project bidding and award.
 - a. Help the City prepare an advertisement for bids.
 - b. Coordinate bid set distribution to prospective bidders. This can be completed using our online plan room for distribution and tracking.

- c. Conduct a prebid meeting at the City's location, if needed.
- d. Help the City evaluate the bids.
- e. Assist the City in the award of the bid by providing the necessary forms and documents.
- f. Review the contractor's bond and insurance information and assist the City in the execution of the contract documents by providing the necessary forms and documents.
2. Respond to bidder questions during the bidding period and prepare addenda for changes to the bid documents, if required.
3. Conduct prebid, preconstruction, monthly progress, special, and project closeout meetings.
 - a. Monthly or as the specific project requires.
 - b. Special meetings will be called as needed.
 - c. Closeout meetings:
 - Substantial completion inspection.
 - Final completion inspection.
4. Interpret the drawings and specifications, review work progress for conformity with the contract documents, inspect the work to observe general quality, and notify the contractor and the City of any work not in conformance. Site visits will be conducted by the project manager, the lead engineer, specific discipline engineers, or other qualified personnel, dependent on the progress of the work. Provide clarifications and interpretations during construction. Issue bulletins, change orders, and work change directives, as appropriate.
5. Review and track all project submittals, review change order requests, address RFIs, and generate the punch list at project completion.
 - a. Respond in writing to contractor's RFIs and issue clarifications and interpretations to the contract documents, as applicable.
 - b. Review detailed construction drawings, shop drawings, samples, schedule information, and other data the contractor is required to submit for compliance with design concepts.
 - c. Receive items required by the contract documents to be designed by the contractor for informational purposes to determine that the contractor has understood their responsibilities and obtained the required professional design assistance.
 - d. Consult and advise the City regarding the acceptability of substitute materials and equipment that may be proposed by the contractor.
 - e. Punch List Inspection. Fishbeck staff will inspect the project to evaluate completion and issue a punch list describing remaining work items or deficient work to the contractor.
6. Provide start-up assistance in conjunction with the start-up and training specified to be provided by the equipment suppliers. This includes attendance during equipment start-up, coordination with suppliers and contractors to resolve operational or controls-related problems, and verification of control system operation.
7. For projects that require it, provide the services of a part-time resident project representative (RPR) at the site to observe the work.
 - a. An RPR will generally be onsite for construction of work that will be concealed when the contractor is performing work onsite, up to the substantial completion date.
 - b. The role of the RPR will be observation of the work performed by the contractor and to act as the liaison between the field and the Fishbeck engineers and designers.
 - c. For issues involving a deviation from the contract documents, the role of the RPR is to communicate with the appropriate Fishbeck staff who will provide direction to the contractor on how to proceed.
 - d. The RPR will maintain daily reports documenting the work completed, the contractor's presence onsite, weather conditions, and issues and resolutions that may arise. The RPR will facilitate communications between the contractor, Fishbeck office staff, and the City regarding onsite activities.
 - e. The project manager will maintain the role as the primary liaison to the contractor and the City.

- f. Routine site visits will also be conducted by the project manager, the lead engineer, specific discipline engineers, or other qualified personnel dependent on the progress of the work. For any project involving significant electrical and controls work, this will include one or more visits by our licensed Master Electrician and controls engineer from our Electrical Department.
- 8. Fishbeck can bring on subconsultants if required by the project. For example, we regularly work with Dixon Engineering to provide services as a coatings subconsultant. Dixon's services could include environmental conditions monitoring, dry film thickness, and holiday testing to ensure the final product is compliant with applicable AWWA standards and the contract documents. Some inspection tasks that may be applicable to the recoating projects of the dam equipment or steel reservoir cover include:
 - a. Visits to inspect abrasive blast cleaning and prime coat for thoroughness, surface profile, and compliance with specifications, prior to application of the primer coat.
 - b. Visits to inspect the intermediate and topcoat coatings for uniformity, performance, coverage, dry film thickness, and holiday detection. Examine the overall project for possible damage caused by equipment removal and reinstallation.
- 9. Provide project closeout assistance to the City.
 - a. Coordinate any bacteriological testing to applicable AWWA standards for placing into service for projects that require it.
 - b. Collect and review any operation and maintenance manual documentation from the equipment suppliers and contractors.
 - c. Collect and review contractor project closeout documents, including waivers of lien, consent of surety, and warranties.
 - d. Collect and review contractor as-built documentation.
- 10. Provide project record drawings to the City based on the contractor's as-built documentation. Record drawings will conform to the City's Standard Specifications.

2. PREPARATON OF SPECIALIZED ENGINEERING STUDIES

The following work plan is typical for study phase services.

- 1. Project kickoff workshops or meetings. Assemble the project team from the City and Fishbeck to review project goals and expectations, develop a communications protocol, and identify critical success factors and known or perceived obstacles. An open discussion format will provide the opportunity for all team members to provide input on the project.
- 2. Hold project brainstorming workshops early in the project with the City, to convey our understanding of the project and recommendations, and to listen to the City's thoughts and concerns on major project components. Our experience with Ann Arbor and others has shown that early discussion can be very effective in ensuring the project stays on track with your goals and needs, and for developing consensus between various entities.
- 3. Study the required project elements, evaluate alternatives, and develop a basis of design document summarizing the recommended design parameters to the City for its review and comment.
- 4. Conduct project progress meetings, as appropriate for the project.
 - a. Progress meetings are planned during the study phase.
 - b. The meetings will provide a general update on status of work in progress, budget, and schedule.
- 5. If necessary, Fishbeck will develop and execute a public engagement plan for projects that might require it.
- 6. Coordinate with Planning Commissions requirements, attend meetings, and prepare submittals for the Planning Commission for projects that might require it.

7. Preliminary Cost Estimate. Fishbeck will develop an opinion of probable construction cost at various phases of the project. Cost estimating will be led by a full-time certified professional estimator in the Fishbeck Construction Department. Estimates are developed with input from the design engineers and under the direction of the project manager. Cost estimates are developed using ASTM Uniformat II Classification. We use subscription cost databases from RS Means and Turner. Estimates for major equipment will utilize budgetary level quotations solicited from manufacturers/suppliers. The study phase estimate are typically completed at the (AACE) +50%, -30% level.
8. Conduct topographical or laser scanning survey, or obtain measured layout surveys, as needed. Fishbeck owns the Lidar equipment for laser scanning, and has many staff experienced with using it. Surveys should be completed early in the project, so they can be used as a basis for the conceptual site plan and site layout drawings. Any necessary soil borings should be located on a site plan, and staked based on the survey.
9. Compile a final report, including the following sections:
 - a. Design recommendations.
 - b. Public engagement plan and outcome, if used.
 - c. Planning Commission submittal.
 - d. Geotechnical report, as needed.
 - e. Narrative description of details to be included in final design.
 - f. Preliminary probable opinion of project cost.
 - g. Proposed schedule.

3. ONSITE ENGINEERING SUPPORT SERVICES

1. Emily Schlanderer has provided onsite support services at the water plant since December of 2016. Emily works nearly full time at the plant, and is onsite almost every day. She has developed great relationships with City WTP staff at all levels; various City finance, administration, public works, and engineering staff; and contractors and other engineering consultants working with the WTP. She essentially serves as an extension of City staff to help initiate and complete various operations, maintenance, and capital improvements projects.
2. Under the mentorship of the WTP Engineer, Glen Wiczorek, Emily has been leading and assisting with the management of projects at the study, design, and construction phase level.

Emily is currently managing the \$2.2M Architectural and Structural Repairs project, the \$195K Ammonia Feed System Improvements project, and the \$405K Filter Backwash Improvements Project. In addition, she is assisting Mr. Wiczorek with the \$2.5M UV Disinfection System project and providing some contract oversight on the Geddes Dam Coating and Structural Repairs project, the Ozone Disinfection Chiller Replacement project, and the Barton Hydroturbine 10-year Overhaul project.

3. Emily works directly with City staff to plan, coordinate, and execute work associated with operations, maintenance, and capital improvements projects. Since Fishbeck completed the City of Ann Arbor Water Asset Management Plan in December of 2017, Emily has been managing the implementation of the plan, working with the Maintenance Supervisor on prioritizing and completing asset condition assessments, keeping the WTP's computerized maintenance management system (CMMS), Mainsaver, up-to-date, and exploring how the CMMS tool can output useful reports and queries for budgeting and planning purposes.

4. Emily has also been involved in several small (<\$25K-\$50K) maintenance projects to evaluate and/or replace miscellaneous equipment and complete projects involving landscaping, concrete repair, and other miscellaneous improvements and repairs.
5. Emily has also been a key Contract Administrator at the WTP. She is committed to following City purchasing guidelines and procedures and understands the critical steps in developing contracts, amendments, requests for quotes/proposals, and invitation to bid packages. Emily is proficient in preparing and reviewing these documents and associated contracts, and preparing memos and resolutions for City Council and contract execution through City Hall. The ability to prepare and execute Contracts, work with City finance to generate purchase orders, and coordinate with other consultants and contractors is critical in getting, and keeping, projects moving.
6. Emily will continue to serve in this role in the future, continuing on the efforts described above. We are committed to having Emily located in her office at the water plant, full-time or nearly full-time, for the duration of this contract. Emily will also lead support staff on the project.

4. PROJECT MANAGEMENT

The majority of the project manager's efforts are included in the tasks above. For the study, design, and construction phases, other project management tasks include:

- Listening and responding to your concerns and needs.
- Regular correspondence and project updates with water plant managers.
- Budget tracking, reporting, and schedule updates.
- Managing the Fishbeck project team. Ensure projects are adequately staffed with the right people to complete the work.
- Being available to address Owner or project concerns and issues that arise.
- Internal coordination and progress meetings.
- Invoicing.

5. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Fishbeck utilizes a rigorous multi-step QA/QC program consisting of the following components, spanning both the study and design phases.

- Brainstorming: Before work is started on a design project, an internal brainstorming session will be held with senior-level staff from various disciplines to review the project components, identify potential obstacles, and discuss any lessons learned on previous, similar projects. This brainstorming component is required of all design projects and is the first step in our QA/QC procedure.
- Study Phase and Preliminary Design Reviews: At 30% and 50% completion, before submitting documents to clients or outside project stakeholders, projects undergo a review by the project manager, lead discipline engineer, lead graphics coordinator, and a senior level staff member in the lead discipline department.
- 95% Coordination Printing: At 95% completion, a coordination set of drawings and specifications is compiled for internal review. This set is checked by the designers for final coordination of space and interrelated work.
- Level 1: After updates are made to the coordination set, the Level 1 QA/QC review is conducted. This review is completed by each discipline involved in the project, performed by the most senior level designer actively involved in that discipline's portion of design.

- Level 2: This review is conducted after Level 1 comments have been coordinated into the project documents. It is conducted by each discipline involved in the project, performed by department heads or technical team leaders. Level 2 for bidding documents includes a constructability review performed by an individual from our Construction Department. It also includes an independent review by one or more individuals, designated by the project manager, who are completely independent from the project design. The independent review is focused on looking at the documents from a multi-disciplinary perspective.
- Level 3: This constitutes external reviews, which may be necessary before a project is finalized, such as reviews by the client, permitting agency, etc. After comments are received, the project manager ensures the team incorporates them into the document. The project manager obtains clarification from the client if necessary.

6. SUMMARY

The above project-based scope of services is general in nature. Fishbeck realizes that we may be called upon to perform much smaller tasks not requiring the level of detail presented above. As individual projects are offered to Fishbeck for proposal development, we will offer a more refined scope of services for each project. Additionally, Fishbeck can provide services for project needs that may not follow the above prescribed project phases. These could include the following:

- Engineering opinions and general consulting.
- Cost estimating services and budget planning assistance.
- Graphics (CAD) services.
- Surveying services – for our design projects or other City projects.
- Environmental services, permitting, and regulatory assistance.
- Hydraulic modeling, distribution system flow testing, or pressure monitoring.
- Operational Consulting – review treatment or distribution system operations.
- Emergency assistance – respond to urgent system needs when they arise with a person onsite.

When a need arises for services in an area that Fishbeck does not provide internally, we can also engage the services of qualified subconsultants.

We will meet with you to discuss each assigned project. We will listen. We will confirm the scope of work and project time schedule. Our fees will be based on completing the work assigned efficiently and with the high quality service for which our firm is known. Fishbeck will ensure that a quality product, delivered on time and within budget, is provided to the City.

We commit that as an as-needed service provider, we will work as an extension of the City's WTP Unit to deliver project success.

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.

The fees for services shall be determined for each task, per RFP No. 20-18 and based upon the fee schedule provided in the Contractor's proposal. Fees/rates shall be held and maintained for up to three (3) years. The total amount of fees to be paid under this Agreement shall not exceed \$500,000.00.

(insert/Attach Negotiated Fee Arrangement)

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. If any of the above coverages expire by their terms during the term of this Agreement, 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.