

Subcontract ROW No. 35908B
Control Section No. 63459
Const. Job No. 35908A
Fed. Project No. STP 0763(098)
Fed. Item No. RR 6055
Rochester Hills Project No. _____

CITY OF ROCHESTER HILLS
HUBBELL, ROTH & CLARK, INC.
RIGHT OF WAY SERVICES CONTRACT
A SURFACE TRANSPORTATION PROGRAM CATEGORY C PROJECT

THIS CONTRACT, made and entered into as of this date of October 12, 2007, by and between Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302, hereinafter referred to as the "CONSULTANT," and the City of Rochester Hills, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is desirous of proceeding with acquisition of right of way for a road improvement PROJECT within its limits; and

WHEREAS, the LOCAL AGENCY has issued an RFP which is considered part of this contract, desires to engage the professional services and assistance of the CONSULTANT to perform certain right of way acquisition services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the acquisition of right of way for improvements under the Surface Transportation Program Category C funds, said improvements to be hereinafter referred to as the "PROJECT."

Right of way acquisition services including title work provision of appraisals, negotiations, closings, maintaining and providing parcel files in acquisition of right of way for Hamlin Road, Crooks to East of Livernois.

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT" for the construction with the use of Surface Transportation Program Category C funds administration by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA"; and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the parties hereto have reached an understanding regarding the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written Contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Perform right of way services, including but not limited to providing title work, appraisals of parcels to be acquired, review of appraisals, negotiations with property owners and preparation of conveyance documents as may be required, attendance at closing, and other similar activities.
2. Govern all SERVICES by the applicable codes and practices of the LOCAL AGENCY and the DEPARTMENT and the FHWA.
3. Submit for approval by the LOCAL AGENCY the fully executed purchase agreement or request for approval of unconditioned offer and condemnation authorization.
4. Submit original documents including but not limited to appraisals, title commitments and documents, review appraisals, negotiators' logs, and such other activities that are required to be performed and documented by Federal, State, and local statutes and regulations pertaining to the SERVICES.
5. During the preparation of the documents, make such changes and revisions in said plans and supporting material as are considered necessary and desirable by the LOCAL AGENCY and the DEPARTMENT.
6. During negotiations, make all corrections and alterations in the acquisition plans for the PROJECT as may be deemed necessary by the LOCAL AGENCY and the DEPARTMENT as a result of errors or omissions. The CONSULTANT and LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this Contract, that the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with any agreement reached by the LOCAL AGENCY'S dispute resolution process, if applicable.
7. Be available at additional reasonable charges for additional consulting and assistance to the LOCAL AGENCY and counsel, should condemnation be required, said consulting and assistance to include reappraisal of the parcel or parcels to the date of taking.
8. During the performance of the SERVICES, be responsible for any loss or damage to documents belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
9. Attend conferences and make trips to the offices of the LOCAL AGENCY and to the site of the work to confer with representatives of the LOCAL AGENCY or the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this Contract.
10. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and

inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this Contract.

- a. The CONSULTANT shall establish and maintain accurate RECORDS, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said RECORDS to be hereinafter referred to as the "RECORDS." Separate accounts shall be established and maintained for all costs incurred under this Contract.
 - b. The CONSULTANT shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid or state aid made by the DEPARTMENT or the LOCAL AGENCY under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided at the time for all available challenges or appeals of that decision has expired.
 - c. The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
11. Have in its employ a sufficient number of qualified employees available to complete the SERVICES within two (2) years of execution of this Contract, unless an extension of time is granted as provided in Section 29.
 12. Permit the LOCAL AGENCY, the DEPARTMENT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the process of the SERVICES being performed thereon.
 13. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished by the LOCAL AGENCY.
 14. Provide evidence of Workers' Compensation Insurance, said insurance to be as required by law or if sole proprietor, provide workers compensation insurance release.
 15. Commence SERVICE as set forth in this Contract only upon receipt of written notice from the LOCAL AGENCY PROJECT manager that the CONSULTANT'S SERVICES are desired.

16. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 19.

THE LOCAL AGENCY SHALL:

17. Furnish for the use of the CONSULTANT, the DEPARTMENT'S standards for the SERVICES and such other information as may be needed in a particular instance.
18. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this Contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed One Hundred Twenty Four Thousand Nine Hundred Forty Six dollars, (\$124,946.00). The fixed fee (profit) shall be the amount of Four Thousand Nine Hundred Twenty Eight dollars and Six cents (\$4,928.06), which amount is included in the total amount of One Hundred Twenty Four Thousand Nine Hundred Forty Six dollars, (\$124,946.00). as shown in Exhibit "A," attached hereto and made a part thereof.

Actual costs for SERVICES required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by the employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the SERVICES. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs which, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected subject to the contract maximum in the first

paragraph of Section 19, in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit A).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
 - e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs are hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 21.
 - f. Sub-consultant Costs: actual costs of subcontracted services. All sub-consultants were chosen on QBS basis. Amount for fixed fees paid by the CONSULTANT to the sub-consultant will not be considered actual costs of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
 - g. In determining the fixed fee portion to be paid to the CONSULTANT the costs of sub-consultants shall be excluded from the percentage completed.
 - h. The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to the contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as set forth hereinafter.
19. Make payments to the CONSULTANT in accordance with the following procedures:
- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities

cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
 - c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within sixty (60) days of the date of the invoice.
20. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:
- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, plus an amount determined at the time of termination to compensate the CONSULTANT in full for a normal profit on work completed, as set forth in Section 20. The amount included for overhead and profit shall be subject to approval by the DEPARTMENT and the FHWA.
 - b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof been completed.

IT IS FURTHER AGREED THAT:

- 21. Approval of this Contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.
- 22. Upon completion or termination of this Contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specification, field notes, investigations, studies, etc., as instruments of SERVICE shall become the property of the LOCAL AGENCY.

23. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract.
24. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this Contract shall be decided by the LOCAL AGENCY.
25. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.
26. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:
 - a. In connection with the performance of this Contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A" attached hereto and made a part thereof.
 - b. During the performance of this Contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "Contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a – 1975d, and 2000a – 2000h-6, and the Regulations of the United States Department of Transportation (48 CFR Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part thereof.
 - c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C" attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.
27. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees

working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award, or making of this Contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

28. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal and local statutes, ordinances and regulations.
29. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the process of any portions of the SERVICES specified in this Contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this Contract subject to prior approval by the DEPARTMENT and the FHWA.

When the delays are caused by circumstances or conditions beyond the control of the CONSULTANT as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

30. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this Contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be constructed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this Contract with approval of the DEPARTMENT and the FHWA.

6. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured's: "The City of Rochester Hills, the Michigan State Transportation Commission, and the Michigan Department of Transportation all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage be primary, contributing or excess."
7. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills.
8. If any of the above coverage's expire during the term of the Contract, the CONSULTANT shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (1) days prior to the expiration date. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

To the fullest extent permitted by law, CONSULTANT agrees to defend, pay in behalf of, indemnify and hold harmless the Michigan Department of Transportation and the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract as well as to indemnify and save harmless the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this Contract.

32. This Contract shall be terminated upon advisement of the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

31. Indemnification and Insurance: The CONSULTANT shall not commence work until the certificate of insurance required under this paragraph has been delivered to the LOCAL AGENCY. All insurance carriers must be acceptable to the LOCAL AGENCY and licensed and admitted to do business in the State of Michigan. A new certificate of insurance shall be provided to the LOCAL AGENCY each year at the time of policy renewal.
1. Worker's Compensation Insurance. The CONSULTANT shall procure and maintain during the life of this Contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan. If CONSULTANT is a sole proprietor, workers compensation release must be provided.
 2. Commercial General Liability Insurance. The CONSULTANT shall procure and maintain during the life of the Contract, Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
 3. Motor Vehicle Liability. The CONSULTANT shall procure and maintain during the life of this Contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. Umbrella Liability Insurance. The CONSULTANT shall procure and maintain during the life of this Contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
 5. Professional Liability Insurance. The CONSULTANT shall procure and maintain during the lift of this Contract, Professional liability insurance, issued on an "occurrence basis" or "claims made basis," with limits of liability of not less than \$1,000,000 per occurrence/aggregate, or per claim/aggregate if on a "claims made basis." If written on a "claims made basis," the policy must continue for a period of two (2) years following the termination or end date of the Contract. Whether on an "occurrence basis" or a "claims made basis," the policy shall include: a) per contract aggregate and b) deletion of all contractual liability exclusions and/or provisions.

DERIVATION OF COST PROPOSAL

Exhibit B, Sub-Consultant

Control Section 63459 Job Number

Project Description: Hamlin Rd., Crooks to East of Livernois

Sub-Consultant Name: Mario Galli, Appraiser

DIRECT LABOR

<u>Classification (Name)</u>	<u>Person Hours</u>	X	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Licensed Appraiser	115.0000		\$ 70.00		\$ 8,050.00
					\$ -
Total Hours	<u>115.0000</u>			Total Labor	\$ <u>8,050.00</u>

OVERHEAD

Total Labor	\$ 8,050.00	X	<u>1.2405</u>	=	\$ 9,986.04	Total Labor	\$ <u>9,986.04</u>
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DIRECT EXPENSES

No Direct Expenses

Total Direct Costs \$0.00

COST OF MONEY

Total Labor	\$ 8,050.00	X	0.0000	=	Total Cost of Money	\$ <u>0.00</u>
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FIXED FEE

(Total Labor	+	Total Overhead)				
\$ 8,050.00	+	\$ 9,986.04	X	11%	Total Fixed Fee	\$ <u>1,983.96</u>

TOTAL COSTS \$ 20,020.00

DERIVATION OF COST PROPOSAL

Exhibit B, Sub-Consultant

Control Section , 63459

Job Number

Project Description: Hamlin Rd., Crooks to East of Livernois

Sub-Consultant Name: Kurschat & Company

DIRECT LABOR

<u>Classification (Name)</u>	<u>Person Hours</u>	X	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Senior Appraiser	160.0000		\$ 80.00		\$ 12,800.00
Licensed Appraiser	110.0000		\$ 55.00		\$ 6,050.00
Research Appraiser	50.0000		\$ 25.00		\$ 1,250.00
Analyst and support	40.0000		\$ 15.00		\$ 600.00
					\$ -
Total Hours	<u>360.0000</u>			Total Labor	<u>\$ 20,700.00</u>

OVERHEAD

Total Labor	\$ 20,700.00	X	<u>1.3171</u>	=	\$ 27,263.96	Total Labor	<u>\$ 27,263.96</u>
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DIRECT EXPENSES

No Direct Expenses

Total Direct Costs \$0.00

COST OF MONEY

Total Labor	\$ 20,700.00	X	0.0000	=	Total Cost of Money	<u>\$0.00</u>
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FIXED FEE

(Total Labor	+	Total Overhead)					
\$ 20,700.00	+	\$ 27,263.96	X	11%	Total Fixed Fee	<u>\$ 5,276.04</u>	

TOTAL COSTS \$ 53,240.00

CERTIFICATION

I hereby certify that I am Walter H. Alix, P.E., P.S., and a duly authorized representative of the firm of Hubbell, Roth & Clark, Inc., whose address is 555 Hulet Drive, Bloomfield Hills, Michigan 48302 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Hubbell, Roth & Clark, Inc.) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Hubbell, Roth & Clark, Inc.) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

33. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty or perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A," is Appendix A of 49 CFR Part 229, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

34. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that is has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
35. Upon execution of this Contract by the parties thereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this Contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

HUBBELL, ROTH & CLARK, INC.

By: _____
Walter H. Alix, P.E., P.S.

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett
Its: Mayor

By: _____
Jane Leslie
Its: City Clerk

DERIVATION OF COST PROPOSAL

Exhibit B, Sub-Consultant

Control Section 63459

Job Number

Project Description: Hamlin Rd., Crooks to East of Livernois

Sub-Consultant Name: Aurora Landscape Appraisal

DIRECT LABOR

<u>Classification (Name)</u>	<u>Person Hours</u>	X	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Landscape Appraiser	10.0000		\$ 65.00		\$ 650.00
					\$ -
Total Hours	<u>10.0000</u>			Total Labor	<u>\$ 650.00</u>

OVERHEAD

Total Labor	\$ 650.00	X	<u>1.2869</u>	=	\$ 836.49	Total Labor	<u>\$ 836.49</u>
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DIRECT EXPENSES

No Direct Expenses

Total Direct Costs \$0.00

COST OF MONEY

Total Labor

\$ 650.00 X 0.0000 =

Total Cost of Money \$0.00

FIXED FEE

(Total Labor + Total Overhead)
 \$ 650.00 + \$ 836.49 X 11%

Total Fixed Fee \$ 163.51

TOTAL COSTS \$ 1,650.00