

SCHLEEDE  
HAMPTON  
ASSOCIATES, INC.  
CONSULTING ENGINEERS

• CIVIL • GEOTECHNICAL • CONSTRUCTION MATERIALS • CONSULTANTS •

**SCHLEEDE  
HAMPTON  
ASSOCIATES** INC  

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**CONSULTING ENGINEERS**

November 30, 2004

Ms. Jean A. Farris, CPPB  
Supervisor of Procurement  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, Michigan

Dear Ms. Farris:

Schleede-Hampton Associates, Inc. proposes to provide construction materials testing and engineering services to the City of Rochester Hills for a period of three (3) years with an option to renew for an additional two (2) years. Our services will be administered on a per project basis and will be scheduled at the direction of the City of Rochester Hills representatives. Daily inspection and test reports will be issued to the attention of the DPS Project Engineer or the City Engineer. Work on each project will be invoiced monthly and will note different personnel, classifications and expenses. A more detailed breakdown will be provided at City's request.

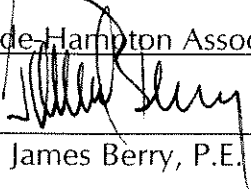
A schedule of our fees and services for 2005-2009, including standard conditions as required by the City of Rochester Hills, is included with this submittal. Certificates of current insurance coverage are included, also. These rates apply to work performed through December 31, 2009. Personnel rates and laboratory test unit rates are subject to a 3.5% increase beginning January 1 of each year thereafter. Updated insurance certificates and fee schedules will be issued to your office prior to the end of each year.

Descriptions and rates for geotechnical engineering services or materials engineering services not included on this schedule can be provided on request. We will provide project specific proposals for these services as necessary.

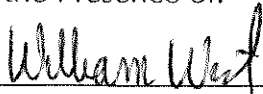
If this proposal is acceptable, please return one signed copy to us. If you have any questions regarding this information or if we can be of further service, please contact us at your convenience.

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

Schleede Hampton Associates, Inc.

By:   
Mr. James Berry, P.E. Vice President

In the Presence of:



Date: DEC 14, 2004

City of Rochester Hills

By: \_\_\_\_\_  
Pat Somerville, Mayor

In the Presence of:

\_\_\_\_\_

By:

Beverly A. Jasinski

In the Presence of:

\_\_\_\_\_

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

## Schedule of Fees and Services

# Schedule of Fees and Services - 2005 Construction Season

City of Rochester Hills

Fees Valid through December 31, 2005

## A. Engineering Services

Construction Materials Testing and Engineering Services for field testing and inspection duties, meetings and conferences, recommendations, reporting, and consultation will be furnished in accordance with the following schedule of hourly rates:

|  |           |
|--|-----------|
| Engineering Technician<br>(4 hour minimum charge)        | \$ 41.73  |
| Senior Engineering Technician<br>(4 hour minimum charge) | \$ 48.68  |
| Staff Engineer   | \$ 69.54  |
| Project Engineer   | \$ 98.51  |
| Project Manager  | \$ 115.90 |
| Principal of Firm  | \$ 144.88 |

Rates are portal to portal from our Birmingham, Michigan office.

Overtime rates of 1.40 x base rate apply to time on the project in excess of 8 hours per day, Saturdays, Sundays, and recognized legal holidays.

Technician rates include all concrete field testing equipment costs and report review, preparation and distribution charges. Engineering time will only be charged for direct involvement in the project.

Daily transportation charge, which includes all site vehicle usage and communications costs, will be invoiced at \$46.36 per day.

Trips to project sites or borrow sources for sample collection / pick-up will be invoiced at a lump sum of \$113.07, which includes personnel time and vehicle usage charges.

## B. Laboratory Testing Services

### Aggregates

#### Washed Gradations

|  |           |
|--|-----------|
| 1/2" Maximum and smaller   | \$ 69.54  |
| 3/4" Maximum and larger  | \$ 86.93  |
| Particle Size Distribution, ASTM D 422   | \$ 86.93  |
| Organic Content, ASTM D 2974   | \$ 36.75  |
| Atterberg Limits Determination, ASTM D 4318  | \$ 68.25  |
| Abrasion (LA Machine)  | \$ 289.75 |
| Sulfate Soundness, per cycle   | \$ 173.85 |
| Mix Design Verification, per agg.<br>(includes gradation, fineness modulus, absorption, specific gravity, and unit weight) | \$ 144.88 |
| Deleterious Substances - visual pick   | \$ 69.54  |
| Moisture Density Tests   |           |
| Modified Proctor (ASTM D 1557, AASHTO T180)  | \$ 144.88 |
| Standard Proctor (ASTM D 698, AASHTO T99)  | \$ 133.29 |

Portland Cement Concrete

|   |           |
|---|-----------|
| Concrete Compression Tests, each<br>(including reserves not tested) | \$ 17.39  |
| Flexural Tests on Concrete Beams                                    | \$ 37.09  |
| Concrete Mix Design Preparation (ACI 211)                           | \$ 347.70 |

Asphalt Materials, per sample

|  |           |
|--|-----------|
| Extraction Tests                                     | \$ 144.88 |
| Marshall Properties (stability, flow, unit wt.)      | \$ 144.88 |
| Theoretical Maximum Specific Gravity (Rice's Method) | \$ 75.34  |
| Asphalt Recovery by Abson Method                     | \$ 359.29 |
| Penetration Test (ASTM D-5)                          | \$ 52.15  |

C. Equipment Charges

|  |          |
|--|----------|
| Nuclear Moisture/Density Gauge, per day            | \$ 28.98 |
| Field Marshall Test Equipment, per day             | \$ 28.98 |
| MDOT Michigan Cone Density Test Equipment, per day | \$ 23.18 |

D. Reimbursable Expenses

The following are considered reimbursable expenses.

|                        |         |
|------------------------|---------|
| Overnight mail charges | at cost |
|------------------------|---------|

E. Invoices

Progress Invoices will be submitted to the client monthly, and a final bill will be submitted upon completion of the services. Invoices will note different personnel and expense classifications. A more detailed breakdown will be provided at the client's request.

**INSURANCE REQUIREMENTS  
AND  
CERTIFICATES**

## CITY OF ROCHESTER HILLS

### INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this contract until they have obtained and delivered to the City of Rochester Hills the Certificate verifying the following: All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Failure of the CONSULTANT to maintain the required insurance shall be grounds for contract cancellation. All coverage's shall be with insurance carriers acceptable to the City of Rochester Hills.

1. Workers' 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.
2. Commercial General Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) per Contract Aggregate.
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 \$1,000,000.00 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. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.
6. 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 Barbara J. Key, Contract Specialist, City of Rochester Hills, Department of Public Services, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."



## INSURANCE REQUIREMENTS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

7. Professional Liability: Errors and Omissions on a "Claims Made Basis" of not less than \$2,000,000.00 during the life of this contract. Sixty (60) days Notice of Cancellation shall apply to this policy.
8. Proof of Insurance Coverage: The Contractor shall provide the City of Rochester Hills at the time the contracts are returned by them for execution, certificates and policies as listed below:
  - a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  - b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - d. Original Policy, or original Binder pending issuance of policy, for Professional Liability Insurance;
  - e. If so requested, Certified Copies of all policies mentioned above will be furnished.If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.
9. Failure to Comply: Failure to comply with the insurance requirements contained in this contract shall constitute a material violation and breach of the contract and may result in termination of the contract.

### Indemnification (Hold Harmless) Clause

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs 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 on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or 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.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID SB  
SCHLE-1

DATE (MM/DD/YY)  
12/30/03

PRODUCER

Emerson-Prew, Inc.  
30600 Telegraph, Suite 3110  
Birmingham MI 48025  
Phone: 248-642-5900 Fax: 248-642-2310

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED

Schleede-Hampton Assoc. Inc.  
2254 Cole St.  
Birmingham MI 48009

INSURER A: Amerisure Mutual Insurance Co.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR. LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|-----------|--|---------------|----------------------------------|-----------------------------------|--|
| A         | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  | CPP016391606  | 01/01/04                         | 01/01/05                          | EACH OCCURRENCE \$ 1,000,000   |
|           | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A         | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | CA104867711   | 01/01/04                         | 01/01/05                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |
|           |  |               |                                  |                                   | BODILY INJURY (Per person) \$  |
|           |  |               |                                  |                                   | BODILY INJURY (Per accident) \$  |
|           |  |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$  |
|           | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$   |
|           |  |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$  |
| A         | EXCESS LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000   | CU0124150     | 01/01/04                         | 01/01/05                          | EACH OCCURRENCE \$ 5,000,000   |
|           |  |               |                                  |                                   | AGGREGATE \$ 5,000,000   |
| A         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | WC0762829     | 01/01/04                         | 01/01/05                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER   |
|           |  |               |                                  |                                   | E.L. EACH ACCIDENT \$ 500,000  |
|           |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 500,000  |
|           | OTHER  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 500,000   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
City of Rochester Hills, all elected & appointed officials, all employees & volunteers, all boards, commissions, and/or authorities & board members incl employees & volunteers thereof, are named add'l insureds w/respect to Gen Liab. \*Sixty (60) days advance written notice of cancellation, non-renewal & sixty (60) days notice from the date of any reduction of Gen Liab Limits.

|   |   |                                     |   |
|---|---|-------------------------------------|---|
| CERTIFICATE HOLDER  | Y | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION  |
| City of Rochester Hills<br>1000 Rochester Hills Drive<br>Rochester MI 48309 |   | ROCHE - 1                           | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
|   |   |                                     | AUTHORIZED REPRESENTATIVE<br><i>Arthur W. Emerson</i>   |

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/04

**PRODUCER**  
AVA Insurance Agency, LLC  
425 N. Martingale Road  
Suite 1100  
Schaumburg, IL 60173

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Schleede Hampton Associates, Inc.  
2254 Cole Street  
Birmingham, MI 48009

| INSURERS AFFORDING COVERAGE                   | NAIC # |
|---|--------|
| INSURER A: Liberty Insurance Underwriters Inc |        |
| INSURER B:                                    |        |
| INSURER C:                                    |        |
| INSURER D:                                    |        |
| INSURER E:                                    |        |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L<br>LTR INSR | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS  |
|------------------------|--|----------------|-------------------------------------|--------------------------------------|---|
|                        | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |                                     |                                      | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPI/OP AGG \$ |
|                        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                |                                     |                                      | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                     |
|                        | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                |                                     |                                      | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|                        | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$  |                |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
|                        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |                |                                     |                                      | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$           |
| A                      | <b>Professional Liability</b>  | AEE196878-0104 | 12/01/04                            | 12/01/05                             | \$2,000,000 per claim<br>\$2,000,000 aggregate  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Except for non-payment, 30 days.

## CERTIFICATE HOLDER

City of Rochester Hills,  
Michigan  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309-3034

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Don Buelow*