

**AGREEMENT BETWEEN
STANTEC CONSULTING MICHIGAN INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City"), and Stantec Consulting Michigan Inc. ("Consultant") a(n) Michigan Corporation with its address at 3754 Ranchero Drive, Ann Arbor, MI 48108 agree as follows on this 16th day of July, 2013.

The Consultant agrees to provide professional services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Field Operations Services Unit.

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

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means General Civil Engineering and Professional Consulting Services for the City of Ann Arbor Field Operations Unit; RFP No. 864.

II. DURATION

This Agreement shall become effective on July 16, 2013, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional engineering and consulting services ("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 contract sum 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 professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant 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.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$100,000.00
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, the Consultant 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 the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

- D. The Consultant 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.

VIII. 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.
- 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 the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- A. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV.CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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.

XV. 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.

XVI.EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____

Type Name: _____

It's _____

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Area Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES



SECTION C – PROPOSED WORK PLAN

Objective Task Listing

OBJECTIVE

It is our understanding that the City of Ann Arbor is requesting proposals from professional civil engineering firms to provide a variety of engineering services required by the City of Ann Arbor and to assist the Field Services Unit as needed. The engineering services desired include, but are not limited to preparation of plans, specifications and estimates of costs for construction projects, detailed studies on specific items, conducting investigations, preparation of reports, land surveying activities, construction inspection, and construction contract administration.

Description

Mirroring the Scope of Services in Section II of the RFP, the civil engineering and consulting services to be provided may include:

1. Preparation of plans and specifications for construction projects varying in complexity, for a portion or the entire project. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, bid assistance, construction inspection, and project management.
2. Preparation of specialized engineering studies on a variety of subjects including, but not limited to drainage studies, and construction feasibility studies.
3. Preparation of MDEQ Act 399 and Part 41 Permit Applications for public water main and sanitary sewer construction, respectively.
4. Preparation of MDEQ/USCE Joint Permit Applications and Part 301 Permit Applications for construction or alteration of Waters of the State and wetlands, respectively.
5. Coordinate, facilitate and/or attend project-related meetings, such as pre-bid, pre-construction and project progress meetings.
6. Construction administration and engineering including, but not limited to review and approval of material submittals, daily construction observation and documentation, coordinating contractor's work and preparation of Engineer's Certificates.
7. Surveying activities including, but not limited to topographic survey, title search, easement legal description preparation, construction staking and cut-sheet preparation.

TASK LISTING

Utilizing information contained in Section II Scope of Service section of the RFP and Stantec's understanding of the work, we propose to provide at a minimum, the Scope of Services identified below.

Task 1 – Project Kickoff

- A. No matter the type or scope of a project, up front work and preliminary investigations are required to ensure that every new project begins with a clear, concise understanding – one that reflects the Owner's specific needs. We therefore employ the following steps for each new project. These steps have been followed during the course of all projects with the City, regardless of size.
 1. Meet with City Staff to define the objectives, key issues, challenges and scope of work.
 2. Visit the project site as necessary.
 3. Develop a detailed task-by-task work plan and fee schedule spreadsheet. Assign applicable staff, hours and associated costs to each task.
 4. Present cost efficient ideas to offer savings to the Owner.
 - Can scope of work accommodate the use of a junior staff member with senior oversight? *
 - Can we work in conjunction with City staff, utilizing the skills and availability of City employees?
 5. Prepare project schedule taking into consideration the Owner's needs. Identify milestones for items such as Owner reviews, permitting, bidding, City Council approval (if necessary) and start of construction.
 6. Present our proposal to the City, receive comments and revise accordingly.

As with all general services contracts, Stantec prepares a detailed scope and fee to adhere to. A general service contract is not an invitation to have poor control over the budget.

- B. Review available background information including record drawings, existing reports and City GIS data for the project area, etc.

SECTION C: PROPOSED WORK PLAN



- C. Prepare any special engineering reports and studies relative to the type of work to be performed (such as traffic analysis, pavement analysis, and water pressure/flow analysis) and as requested by the City.
- D. Contact and coordinate with utility companies relevant to the project.
- E. Coordinate with the MDEQ (water, wastewater, wetland, floodplain), project stakeholders and any other agency or entity determined to be relevant to the project. Facilitate and or attend public informational meetings.

Task 2 – Construction Projects

- A. Stantec understands the City of Ann Arbor seeks engineering and/or project management services as requested on a variety of public works projects including, but not limited to sanitary sewer, storm sewer, water mains, street paving, sidewalks, bridges, drainage projects, and building repairs in accordance with City Standards and procedures.

Task 3 – Topographic Survey

- A. Stantec understands the City of Ann Arbor seeks land surveying services in the form of topographical surveying tasks as requested for the preparation of civil engineering construction plans. The desired surveying services will include, but not be limited to the gathering of topographical survey data and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans. Data collection for the mapping will include the following:
 - 1. Topographic data suitable for 1" = 20' scale plans
 - 2. City of Ann Arbor right-of-way (ROW) lines and monumentation.
 - 3. Location of all planimetric features within project site, within ROW adjacent to or within project site, and 100 ft. outside of the project site.
 - 4. Placement of one (1) on-site bench mark for every 600 ft. of utility or 36,000 sq. ft. of project area, or a minimum of two (2) per project.
 - 5. All overhead and underground, public and private utilities that affect the project area shall be located. Any utilities outside the project that have the potential of crossing the project area will also be located.
 - Overhead information shall include:
 - Location and type of utility
 - Underground information shall include:
 - Type of structure
 - Location and type of utility
 - Size of structure
 - Measured casting elevation
 - Measured invert(s) elevation of pipe/top of pipe elevation
 - 6. All trees within the project area are to be located and include trunk diameter at breast height (DBH) and canopy diameter. There will be no minimum tree size limits within Rights-of-Way, however, outside of the ROW only trees 6" DBH or greater need be located along with trees whose canopy may impact the project area.
 - 7. Sufficient ground elevations for digital terrain model (DTM) generation for 1 ft. contours, including around curb radii and through intersections. Curb ramps should have all four (4) corners of the "level landing" and ten (10) adjacent flags of the sidewalk transition located.
- B. The horizontal datum used for mapping the project areas will be the Michigan State Plane Coordinate System of 1983, South Zone, in international feet. The Vertical datum will be based on the North American Vertical Datum of 1988, as established by the City of Ann Arbor geodetic control system.
- C. A digital submission of the collected data will be prepared with AutoCAD Civil 3D 2011, utilizing a template drawing provided by the City of Ann Arbor. The drawing, which we understand is to be used for the preparation of civil engineering construction plans, will depict the City of Ann Arbor Right-of-Way, Right-of-Way monuments, all planimetric features, public and private utilities, and 1-foot contours shown at a 1"=20' scale, or as desired.

SECTION C: PROPOSED WORK PLAN



Task 4 – Plans and Specifications

- A. Prepare preliminary reports and identify alternatives.
- B. Prepare cost estimates at each major project stage (Conceptual, 30%, 60%, 90%)
- C. Prepare front end documents based on City's current standard, bid form (unit price or lump sum), advertisement, etc.
- D. Prepare detailed specifications (30%, 60%, 90%) per City Standards.
- E. Prepare project plans and details (30%, 60%, 90%) per City Standards.
- F. Allow for adequate review time by City staff. This review time shall be built into the overall project schedule.
- G. Incorporate City's comments.
- H. Prepare agency permits and secure permit. Permit fees to be paid for by the City.
- I. Conduct regular progress meetings, informal coordination meetings and meeting minutes.
- J. Bid Assistance as needed:
 - 1. Coordinate with the City on all bidding arrangements for the project.
 - 2. Work with the City on all advertisement postings and bid documents for prospective bidders.
 - 3. Coordinate and facilitate a pre-bid meeting.
 - 4. Field questions and prepare addenda, if necessary.
 - 5. Attend bid opening, review bids for the project and recommend award to the City.
 - 6. Prepare contract documents for execution; review contractor's insurance, bonds and endorsements.

Task 5 – Construction Administration

- A. Stantec understands the City of Ann Arbor seeks construction administration including construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

Task 6 – Construction Observation

- A. Stantec will provide sufficient engineering supervision and full time/part time inspection staff to assure that each element of a project is constructed in keeping with the City of Ann Arbor approved plans and specifications. Staffing levels for each construction project shall be agreed upon with City. Once assigned to the project, inspection personnel will not be removed from, or added to the project without written authorization of the City's project manager.
- B. Stantec's Construction Services include bituminous paving inspection, concrete paving inspection, storm sewer and storm detention facilities inspections, grading inspections for site commercial and residential, roads, drains, sewers, and detention facilities. Sanitary sewer construction inspection, including main and services. Water main construction inspection. Inspection of trenchless construction including, jack and bore, directional drill, cured in place lining systems and inserted repair sleeves. Structural concrete inspections for building components, dams, bridges, and earth retention systems. Non-motorized facilities including bituminous concrete and brick paver pathways. Inspections of earth and subgrade stabilization using geofabrics, grids and cellular confinement.
- C. Stantec provides inspection personnel with full MDOT Road Construction Certifications as well as 40 hour Hazwoper, Michigan Department of Environmental Quality Certification for Soil Erosion and Stormwater Operator.
- D. Safety training for trench safety, confined space, job site safety, traffic safety and fall protection are provided for all employees.

SECTION C: PROPOSED WORK PLAN



- E. Stantec inspectors are proficient at pre-project plan review and shop drawing review process for all components of construction in accordance with the current version of the City of Ann Arbor approved specifications.
- F. Stantec will provide the following activities as necessary:
 - 1. Providing inspection personnel that possess the necessary accreditations consistent with the current edition of the City of Ann Arbor Public Services Department Standard Specifications;
 - 2. Thorough review of the plans and specifications, and other project related documents prior to construction start up;
 - 3. Daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure and document the work;
 - 4. Daily communication with the contractor advising of needed corrections to the work – i.e. traffic control, soil erosion device maintenance, etc.;
 - 5. Daily communication with the survey crew(s) to obtain proper interpretation of stakes and coordinate daily staking needs;
 - 6. Daily communication with testing personnel to properly sample and test the materials and work;
 - 7. Attend progress/planning meetings;
 - 8. Inspect materials to be used in the work, verifying they meet the project specifications;
 - 9. Document material usage and quantities on Daily Observation Reports;
 - 10. Review/inspect the Contractor's equipment to confirm it meets the project specifications and document the specific type and amount of equipment used on the Daily Observation Reports;
 - 11. Inspect the Contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements, etc., of the specifications and document this on Daily Observation Reports;
 - 12. Inspect and document that the work is performed and completed to the lines, grades and elevations required by the project plans and specifications;
 - 13. Document daily Contractor workforce and weather conditions on the Daily Observation Reports;
 - 14. Document daily Contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including private utilities, City forces, adjacent property owners, etc., on the Daily Observation Reports;
 - 15. Where possible, final measure work as it's done by the contractor, calculate quantities and document this on the Daily Observation Report;
 - 16. Conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area;
 - 17. Conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area, as needed;
 - 18. Provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed;
 - 19. Perform and document NPDES inspections at the required frequencies, suspend any work and/or reject any materials not conforming to the contract requirements;
 - 20. Perform and document wage rate interviews on Federally funded projects;
 - 21. Document changes, extra work, "revisions to" notes, etc., on the plans provided to the inspector to assist in preparation of "as built" plans;
 - 22. Develop and maintain the project "punch list";
 - 23. Keep all needed force account documentation, as required.
- G. Coordination of the survey crew for staking needs, checking of survey cut sheets and verification of field work will be provided. The proposed lines and grades will be checked by the inspector using level, total station and GPS for conformance to the project plans.
- H. Stantec inspectors will inspect all material used in construction in conformance to the project specifications as well as usage and quantity on daily reports using Field Book. The contractor's equipment, workmanship, methods, tolerances, time requirements and temperature requirements will be checked and held in strict conformance with the project specifications.
- I. All site conditions, contractor activities, downtime and damage will be documented on the Daily Observation Report. Final measurement will be reported as completed and quantities posted with calculations on the Daily Observation Report. Daily

SECTION C: PROPOSED WORK PLAN



Stantec

inspections including after hour inspection of the traffic control plan will be provided. Any necessary modifications to the plan will be reported to the City for approval and to the contractor for correction.

- J. Stantec possesses all of the equipment listed by the City of Ann Arbor and necessary for the inspector to perform his work. Additional equipment includes nuclear density gauge, Michigan Cone for field proctor, soil probe, survey total station used for as-builts during construction, inclinometer for slope determination and compass for direction.
- K. Attend to businesses/residents concerns and complaints throughout the project.

Task 7 – As Built Plans

- A. Prepare record drawings in hard copy and electronic format. As-built plans will conform to the City's Standard Specifications and the Public Services Department Auto CAD Standards. As-built plans will be completed within one (1) month of the project completion.
- B. All changes, extra work shall be indicated.
- C. All completed work shall be confirmed in the field.

EXHIBIT B
FEE SCHEDULE



Stantec

CITY OF ANN ARBOR, MICHIGAN
GENERAL CIVIL ENGINEERING, CONSTRUCTION INSPECTION AND SURVEY SERVICES
RFP#864

FEE SCHEDULE
June 3, 2013

The Fee Schedule includes Cost Saving measures as follows:

1. The rates in the table below shall not be increased for two (2) years.
2. Stantec will not charge any mileage for any work.
3. Stantec will not charge travel time for any work.
4. Stantec's Discounted Hourly Rates in the table below reflect a 10% discount from standard rates. The multiplier is approximately 2.7.

Stantec Project Team Member	Title	Discounted Billing Rate
Project Management / Team Leaders		
Glen Wiczorek, P.E.	Client Manager / QA/QC	\$ 129.00
Chris Elenbaas, P.E.	Assistant Project Manager / Civil Engineer	\$ 99.00
Core Staff		
Aaron Uranga, P.E.	Civil Engineer	\$ 115.00
Tony Tyler, PE	Civil Engineer	\$ 100.00
Angela Bolden, EIT	Civil Engineer	\$ 75.00
Burt Steinman, EIT	Water & Sewer Modeling	\$ 90.00
Paul Malocha, PE	Buildings Engineer	\$ 100.00
Samer Agha, PE., LEED AP	Mechanical Engineer	\$ 128.00
Susan Alarcon, PE	Structural Engineer	\$ 115.00
Greg Schofer, LEED AP	Electrical Engineer	\$ 122.00
Dean Trella	Construction Services / Testing	\$ 85.00
Matt Rose	Construction Services / Testing	\$ 85.00
Bradly Fish, PS	Survey Manager	\$ 113.00
Jason White, PS	Survey Crew Chief	\$ 90.00
Toni Sesti, PE	Hazardous Remediation	\$ 90.00
Support Staff as needed		
Various	Drafting / Designers	\$ 80.00
Easement Description Preparation		\$250 / Desc

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

- A. The certificates of insurance shall meet the following minimum requirements.
1. 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
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. 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 Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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.
 4. 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 V.A 2 and V.A.3 of this contract 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.

- C. Documentation must provide and demonstrate an unconditional 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; name of insurance company; name and address 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 shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

ATTACHMENT A

NON-DISCLOSURE AGREEMENT
BETWEEN STANTEC CONSULTING MICHIGAN INC. AND THE CITY OF ANN
ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 100 N. Fifth Avenue, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its water system and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, Stantec Consulting Michigan Inc (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of General Civil Engineering and Professional Consulting Services for the City of Ann Arbor Field Operations Unit.

It is hereby agreed:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information, based on Receiver's request for the Water Supply System:

GIS maps and layers, Cityworks data, and as-built maps of distribution system asset locations and appurtenances

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it has all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the

Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

(Consultant)

By: _____
Steve Powers Date
Its: City Administrator

By: _____
Date
Print Name: _____
Its:

Approved as to substance:

Craig Hupy
Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney

APPENDIX A

LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate form and strike out the other two.)

By signing below the authorized representative of the Respondent hereby certifies that:

The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom Glen Wiczorek bearing the office title of Senior Associate whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- ~~• A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

- ~~• A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)~~

- ~~• An individual, whose signature with address, is affixed to this RFP.~~

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Glen Wicz Date: 5/31/13
Signature

(Print) Name Glen R. Wiczorek, P.E. Title Senior Associate

Firm: Stantec Consulting Michigan Inc.

Address: 3754 Ranchero Drive Ann Arbor MI 48108

Contact Phone 734-576-5463 Fax 734-761-1200

Email glen.wiczorek@stantec.com

ATTACHEMENT C

CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- ☐ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
☐ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes ☐ No ☐
- OR**
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes ☒ No ☐
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Stantec Consulting Michigan Inc.
Company Name
Glen Wiczorek
Signature of Authorized Representative
Glen Wiczorek, P.E., Senior Associate
Type or Print Name and Title
May 31, 2013
Date signed

3754 Ranchero Drive, Ann Arbor, MI 48108
Address, City, State, Zip
734-576-5463
Phone (area code)
glen.wiczorek@stantec.com
Email address

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

Revised 3/2013

LW-2

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health
care benefits*

\$13.96 per hour

If the employer does **NOT**
provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

**ATTACHEMENT D
INSTRUCTIONS FOR CONTRACTORS
FOR COMPLETING CONTRACT COMPLIANCE FORM**

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). **This data is provided to the City on the Human Rights Contract compliance Forms (attached).**

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation**.
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6500

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization Stantec Consulting Michigan Inc. Date Form Completed May 31, 2013

Name and Title of Person Completing this Form Debbie Evans, Office Administrator Name of President Robert Gomes

Address 3754 Ranchero Drive Ann Arbor 48108 County Washtenaw Phone # (734) 761-1010
 (Street address) (City) (State) (Zip) (Area Code)

Fax# (734) 761-1200 Email Address debbie.evans@stantec.com

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander F	American Indian or Alaska Native G	White H	Black or African American I	Asian J	Hispanic Latino K	Native Hawaiian or Other Pacific Islander L	American Indian or Alaska Native M	TOTAL COLUMNS A-M
Exec/Sr. Level Officials	40			2									42
Supervisors	760	4	14	13		3	159		4	11			968
Professionals	1276	28	86	49		2	455	7	44	21		1	1969
Technicians	765	16	30	47		8	154	5	12	13		1	1051
Sales	0						2		1				3
Admin. Support	55	3	3	6			327	16	12	29		2	453
Craftspeople	20			1			2						23
Operatives	5												5
Service Workers	0												
Laborers/Helper	50		1	1			3						55
Apprentices													
Other													
TOTAL	2971	51	134	119	0	13	1102	28	73	74	0	4	4569
PREVIOUS YEAR TOTAL	2578	56	134	115	4	10	987	29	71	53	2	2	4041

Questions about this form? Call Procurement Office (734) 994-2719

AAF-1

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE CONTRACT COMPLIANCE FORM

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization Stantec Consulting Michigan Inc. Date Form Completed May 31, 2013

Name and Title of Person Completing this Form Debbie Evans, Office Administrator

Fax# (734) 761-1200 Email Address debbie.evans@stantec.com
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-M
	Male						Female						
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander F	American Indian or Alaska Native G	White H	Black or African American I	Asian J	Hispanic Latino K	Native Hawaiian or Other Pacific Islander L	American Indian or Alaskan Native M	
Exec/Sr. Level Officials													
Supervisors	4		1										5
Professionals	13					1	2		1				17
Technicians	12		1			1							14
Sales													
Admin. Support							1						1
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL	29		2			2	3		1				37
PREVIOUS YEAR TOTAL	32	1	2	1		1	3		2	1			43

Questions about this form? Call Procurement Office: (734) 994-2719

6/06

AAF-2