

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
STANTEC CONSULTING MICHIGAN
AND THE CITY OF ANN ARBOR
FOR HURON WEST PARK SANITARY SEWER DESIGN ENGINEERING**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Stantec Consulting Michigan Inc. ("Contractor"), a Michigan Corporation, with its address at 3754 Rancho Drive, Ann Arbor, MI 48108. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area/Engineering Unit.

Contract Administrator means Nicholas S. Hutchinson, P.E., City Engineer, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means Huron West Park Sanitary Sewer Design Project.

II. DURATION

Contractor shall commence performance on _____, 20____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Professional Engineering Design ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

Stantec Michigan Consulting Inc.
Chris Elenbaas, P.E.
3754 Rancho Drive
Ann Arbor, MI 48108

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

City of Ann Arbor
Nicholas S. Hutchinson, P.E., City Engineer
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the

material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
R. Brian Simons, Senior Principal

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy
Service Area Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Attached - 9 Pages)

Scope of Work

The Stantec and OHM team will leverage the prior planning work completed along with their detailed knowledge of the project location. Chris Elenbaas and Robert Czachorski will pick off where the SSIPE project ended to bring the project to reality. Key tasks and deliverables are identified on the following pages.

This scope is based on replacement of the existing 12-inch sanitary sewer along the route identified in RFP #19-35. Alterations to the final route may result in changes to the scope and fee.

TASK 1: PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

The delivery of quality project management and advisory services depends on having qualified people and a proven project management approach. Stantec brings these two vital components to each assignment. The project will be initiated formally during the project initiation meeting where the City Project Manager and Stantec Project Manager will review and agree upon the work plan so that mutual expectations can be established. Additional items to be covered during this meeting are as follows:

- Scope (project requirements and design parameters, required design submittals, change management procedures, etc.)
- Schedule (milestones and responsibilities)
- Budget (engineering services budget, construction budget, change management and invoicing procedures)

The fees for project management services during design and construction have been broken down separately by phase in the Detailed Project Cost Breakdown in Appendix A.

Project Management Plan

The Project Management Team will prepare a Project Management Plan (PMP) that outlines key phases such as initiation, planning, design execution, monitoring and control, and closing. The triple bottom line – scope of work, schedule and budget – will be the focus of the overall strategy to communicate project related issues to the team. Some items that will be included in the PMP are as follows:

- Identify stakeholders, both internal and external, along with their role on the project;
- Develop a communications plan that includes a stakeholder register detailing what will be communicated to each stakeholder and the anticipated frequency, and a schedule of meetings with the City;
- Provide a risk analysis to identify and describe the impact, mitigation, and attenuation measures of various items that present risk to the project;
- Review the impact of the project on the general public in the area;
- Develop a Public Engagement Plan to inform the public of the project; and

- Outline Quality Assurance and Quality Control procedures that will be used on the project.

The scope of work deliverables will be formatted into a Work Breakdown Structure (WBS) for use by the City Project Manager.

Project Communications Management

The Project Manager and Project Team will communicate and meet with City representatives on a planned basis and will coordinate internal staff and subconsultants directly reporting to Stantec. Stantec proposes to initiate single-point contact with the City for consistency, while copying key team members on the correspondence to ensure they receive timely and relevant information pertaining to important decisions throughout the design process.

Stantec proposes Chris Elenbaas as the Stantec contact for the project to communicate with the City Project Manager.

Scope Management and Project Meetings

Open communication and regular project meetings are a key component to a successful project. For this reason, Stantec proposes one (1) kick-off meeting and five (5) design review meetings for a total of six (6) meetings during the project. The proposed meetings will encourage frequent communication and updates with the City and will facilitate meetings with other City departments. Stantec will lead these meetings and will prepare minutes and an action log.

Stantec will setup and maintain an active Sharepoint site for distributing project notes, meeting minutes, design documents and decision logs. All team members from the City and Stantec will have access to this site.

Beyond this, the Stantec project management team is committed to being available for teleconferences or Skype conferences to discuss scope, schedule and costs as applicable.

Stantec will develop a base line Gantt chart schedule and will update this document on a monthly basis to be submitted with the project invoices.

Quality Assurance and Quality Control Plan Management

Stantec's quality management practices are based on ISO 9001:2008 Standard.

Stantec's practices include technical and independent reviews of deliverables. In addition to the design documents, reviews also will be conducted on permit applications reviews to provide quality control throughout the duration of the project. Stantec's goal with our review process is to provide a design that is tendered and ultimately constructed to provide long term value to the City.

TASK 2: PUBLIC & AGENCY COORDINATION

Following the City's Community Engagement Toolkit, the Stantec Team will lead a robust Public Engagement Process.

Project Working Group

Project Innovations will lead a Project Working Group consisting of the City's Project Manager, Stantec Project Manager, OHM Public Engagement Lead and specific City staff to manage communication objectives for the project. Two meetings are anticipated.

Project Design Meeting 1

Stantec and OHM will work with Project Innovations to introduce the project to the surrounding residents. Since the public is generally unaware of the upcoming project, OHM will lead a meeting to provide an overview of the rationale behind the sewer replacement and detail the main features of the coming project. A general discussion will be held on routing, impacts to natural features, and maintenance requirements. This may include presenting alternate routes and detailing the pluses and minuses of those routes. By meeting with stakeholders early in the design process, we can help instill confidence that their concerns will be addressed and that impacted features will be restored in an acceptable manner.

Individual Property Owner Meetings

Due to the high number of easements that are anticipated for this project, the Stantec team anticipates meeting individually with up to 25 property owners to address easement concerns and requirements. At each meeting, draft easement descriptions and drawings will be presented to the property owner and explained. Following each meeting, the formal process to obtain the easement from each property owner will be turned over to the City's easement acquisition consultant.

Increased Individual Outreach Meetings

Outreach to landowners who have property for which the project will have immediate impacts. This includes both those properties that will require easements, and those that are immediately adjacent to a potential sewer route. As there are an estimated 150 landowners, we believe this outreach will contain the following subtasks:

- Develop a landowner contact list and identify potential neighbor clusters.
- Conduct mail/phone outreach to all landowners.
- Schedule a set of meetings consisting of neighbor clusters of five to seven landowners. These may be challenging to schedule, but the effort will significantly reduce level of effort, give neighbors the opportunity to discuss the project, and give the project team the opportunity to identify opinion leaders who may be able and willing to communicate positive messages about the project to other neighbors. A total of 10 neighborhood cluster meetings have been included.
- Conduct a series of individual meetings with landowners who cannot participate in small group meetings and/or want and need more communication. A total of 50 individual meetings are incorporated in the scope, including the 25 easement meetings.

Project Design Meeting 2

The Stantec Team will hold a Public meeting at completion of the 30% design stage. This meeting will focus on providing the final routing of the sewer to the residents and discussing potential impacts during construction. Feedback will be gathered and incorporated into the design documents as applicable.

During this meeting, we will convey the need for easements, and explain the process of completing easement documentation. Depending on the final route and anticipated impacts, up to approximately 50 properties may require permanent or temporary easement acquisition.

Project Design Meeting 3

The Stantec Team will hold a final Public meeting at the 90% design stage to present the final project plans. We will work with the City to develop graphics and figures that illustrate both existing and proposed sewer facilities, maintenance access points, and natural feature impacts for presentation to the neighborhood and solicitation of their feedback.

Public Engagement Materials

Coordinating with the City's Communication Department, the team is prepared to create, distribute, and archive the materials suggested by the City, including but not limited to project overview/updates, emails, printed announcements, social media, submissions to newsletters, and website updates.

Agency Coordination

The proposed sewer concept could have major impacts on the City's Maryfield Wildwood Park. In preparing the design, the Stantec team will seek close cooperation with the City's Parks and Recreation Unit. Depending on the selected construction method, trees, playgrounds and other natural features could be impacted.

The project presents an opportunity to install or enhance existing trails through the park space. Also, between North Revena Boulevard and Arbana Drive, the City holds an existing 10-foot permanent right-of-way instead of a traditional easement, which could be usable to extend trails through the area. The Stantec team has worked extensively with the City's Parks and Recreation Unit and is well positioned to aid this coordination effort.

In addition to Parks, extensive coordination will be required with the Washtenaw County Water Resources Commissioner (WCWRC) due to the routing of the sanitary sewer adjacent to WCWRC's existing West Park-Fairgrounds Drain. Stantec and Project Manager Chris Elenbaas, performed rehabilitation work on the West Park-Fairgrounds Drain in 2014 and 2015. From that project, our team has a good understanding of the area and existing constraints associated with the County drain. We are prepared to guide and coordinate the project with WCWRC.

Task 2 - Deliverables

Stantec proposes the following deliverables for the Public & Agency Coordination facet of this project:

- Public Engagement Plan
 - Plan, Facilitate, Participate, and Document Meetings:

- Participate in Project Working Group Meetings (2)
- Public Meetings (3)
- Property Owner Easement Meetings (25)
- Individual Engagement Meetings (25 additional meetings for 50 total)
- Project Completion Meeting (1) Summaries of resident comments and concerns from public meetings.
- Prepare, Distribute, and Archive Public Engagement Materials
 - Announcements
 - Informational Sheets
 - Project Description Materials
 - Meeting Summaries
 - Submissions to newsletters, websites, media
 - Updates to City Web Pages
- Public Engagement Summary Report

TASK 3: GEOTECHNICAL INVESTIGATION

We have arranged for Materials Testing Consultants Inc. (MTC) to complete the required geotechnical investigation for the Huron West Park Sewer Project.

A total of 15 borings are proposed drilled to depths of 50 ft where the drill rig can obtain access and to 15 ft by hand auger methods in areas inaccessible to a drill rig, for a total of 575 linear feet of boring. Areas inaccessible to a drill rig are anticipated to include the base of the ravine east of Wildwood Drive or heavily wooded areas such as those found west of Westwood Avenue. Hand auger borings may refuse shallower than 15 ft due to obstructions such as coarse gravel or cobble or caving soil conditions.

A geotechnical report will be prepared summarizing the encountered conditions and providing utility installation and other pertinent geotechnical recommendations.

Task 3 - Deliverables

Stantec proposes the following deliverables for the Geotechnical Investigation portion of this scope:

- Map of proposed soil borings locations, depth and boring type
- Soil boring results
- Geotechnical report

TASK 4: SURVEY, MAPPING, AND UTILITY COORDINATION

An accurate and detailed topographic survey of the corridor is a critical component of the work. We propose to perform a survey of the project corridor to establish vertical and horizontal control, locate property corners and utilities, record manhole depths, and plan soil boring locations.

Public and private utility information will be field located and mapped. We will meet or otherwise contact utility owners to facilitate utility location, identification, impact determination, and to coordinate the adjustment/relocation process. As appropriate, base plans will be submitted to the utilities for coordination.

This scope also includes a detailed tree inventory along the proposed sewer corridor. Trees of size 6 inches and greater will be tagged during the topographic survey. After foliage is present on the trees in the spring, a tree survey will be performed by an ISA certified arborist across the potential area of impacts, and will include identifying trees to species, recording diameter, and noting overall health of each tagged tree, per the City tree ordinance. Data will be quality-controlled and delivered in spreadsheet form with collected data referenced to tag numbers and location.

Task 4 - Deliverables

Stantec proposes the following deliverables for this task:

- Topographic survey points, line work and Digital Terrain Model provided in AutoCAD Civil 3D format.
- Utility verification and information letter with draft plans to each utility owner
- Lead two (2) Utility Coordination meetings, providing agendas and meeting minutes.
- Utility impact coordination spreadsheet documenting the utility coordination / relocation status

TASK 5: PRELIMINARY DESIGN

Prior to beginning Preliminary Design on this project, it will be important to take time to verify the concepts that were developed during the SSIPE Project. The probable routing of the new sewer has potential for disturbing extensive natural areas along the route. Route alternatives will be considered so that the ultimate plan is defensible when taken together the multiple financial, time, and social constraints of a project of this type.

The previous study completed by OHM established preliminary conditions for design of the new sewer. Stantec will work with OHM and the City to confirm the overall design scheme of the project. We will also review and re-validate the hydraulic analysis completed in this earlier study once a preliminary alignment is established.

Preliminary Design Report (Task 5 Deliverable)

Once the analysis of alternatives is complete and recommendations can be provided, we will prepare a Preliminary Design Report (PDR) for the City's review and final acceptance prior to commencing final engineering. The PDR will include a brief discussion of alternatives, a comparison and ranking matrix, hydraulic analysis, discussion of geotechnical considerations, description of the proposed project, sewer installation methods, list of technical specifications to be prepared, coordination requirements, permits,

and opinion of probable construction cost for the recommended alternative. The PDR will include the figures to illustrate the alternatives and proposed recommendations. A draft PDR will be submitted for review prior to the final PDR, which will incorporate City comments.

TASK 6: DETAILED DESIGN

Detailed sewer design will proceed based upon the recommendations of the PDR.

60% Design Documents (Task 6 Deliverable)

We will prepare construction documents to a 60% completion level and coordinate utility work with the City and impacted agencies. The 60% submittal will include horizontal and vertical alignments.

For the 60% submittal, we will provide documents in electronic format (pdf) to the City. Hardcopies of the preliminary documents will be delivered to the City if desired. After the City's review of the submittal, we will provide a summary of review comments/responses.

90% and 100% Design Documents (Task 6 Deliverable)

Final design and construction bidding documents will be generated in conformance with Ann Arbor's standards and specifications. We propose submitting plans to the City for review at the 60% and 90% completion stages. Revisions and changes will be made in accordance with the comments received from the City.

The final drawing set will include the following sheets:

1. Cover Sheet
2. Legend
3. Notes
4. Overall Plan
5. Plan and profile sheets?
6. Typical Sections
7. Details
8. Soil Erosion and Sediment Control Plans
9. Phasing and Staging Plans
10. Existing Conditions and Removal Plans
11. Sanitary Plan and Profiles
12. Maintenance Access Plans (Permanent Gravel Path or Similar)
13. Detour Plans

The front end documents (advertisement, proposal, contract, general conditions etc.) and detailed specifications will be prepared using Ann Arbor's standard documents and formats, and submitted with

90% and 100% construction drawings. Construction drawings will be prepared using AutoCAD and Civil 3D, formatted for 22" x 34" sheets. All bidding and construction documents will be submitted for record to the City in pdf, AutoCAD and Word format as appropriate.

Cost Opinion (Task 6 Deliverable)

Stantec will provide updated Opinions of Probable Construction Cost for the 30%, 60%, 90% and 100% design phases.

TASK 7: PERMITS

Permit applications and requirements can significantly impact project design, costs and schedules. For the proposed Huron West Park Sewer, we anticipate completing the following permits including the associated tasks:

- EGLE Joint Permit: Although not mentioned in the RFP, wetlands were encountered during the County's West Park Fairgrounds Storm Sewer Rehabilitation Project to the east of the condominiums along Lyn Anne Ct. Since the proposed sanitary sewer is likely to follow an alignment similar to that of the storm sewer, these wetlands may be impacted by construction. If so, Stantec is prepared to address EGLE's Joint Permit requirements. To meet this requirement, Stantec's wetland specialists will delineate and flag wetland boundaries within the project corridor, survey delineated wetland boundary with a GPS unit and develop a Wetland Delineation Report.
- EGLE Part 41 Permit: Construction of the new sanitary sewer will require a Part 41 Permit form the State of Michigan. Stantec will prepare necessary documentation for the City to apply for that permit.
- City of Ann Arbor SESC Permit: The plans will include necessary soil erosion and sediment control drawings. The final SESC Permit will be applied for by the selected Contractor.

Task 7: Deliverables

- Permit Applications and Supporting Documentation
- Wetland Delineation Report

TASK 8: BID ASSISTANCE

Our team will provide support to the City during the bidding process, including addressing questions. We will prepare addenda required for corrections, clarifications, or additions during the bidding process. The team will also attend a pre-bid meeting with contractors, attend the public bid opening, analyze bids, and prepare a letter to the City recommending bid award.

Task 8: Deliverables

- Bid Set Plans and Contract Documents in pdf format
- Digital project base files in AutoCAD, Civil 3D format along with support files
- Lead a pre-bid meeting, providing agenda and minutes.

- Preparation of Addendums
- Bid tabulation and
- Award Review Letter

Schedule

The proposed schedule for the completion of the work is attached below. Assuming the project begins in January 2020, Stantec will complete the proposed Scope of Work within approximately 11 months to allow the project to be bid for the 2021 construction season. A final detailed design schedule will be developed with the City following award of the project.

Project Kickoff Meeting:	January 31, 2020
Public Meeting No. 1	February 20, 2020
Topographical Survey	April 24, 2020
Geotechnical Investigation & Report.....	May 8, 2020
Preliminary Design Report	May 15, 2020
Public Meeting No. 2	June 4, 2020
30% Design Plans.....	June 19, 2020
60% Design Drawings and Specifications	September 4, 2020
90% Design Drawings and Specifications	November 20, 2020
Public Meeting No. 3	December 3, 2020
Bidding Documents	December 17, 2020

**EXHIBIT B
COMPENSATION**

General

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

(Attached - 1 page)

Stantec Fee Proposal - RFP #19-35 Engineering for Huron West Park Sanitary Sewer

		Stantec										OHM Advisors				MTC	Project Innovations			PROJECT SUMMARY			
		Principal-in-Charge	QA/QC	Project Manager	Lead Project Engineer	Project Engineer	EIT	Survey / Easements	Two Man Survey Crew	Permitting	CAD	Admin	Preliminary Design	QA/QC	EIT	Tree Survey	Geotechnical Investigation & Report	Lead Public Engagement Facilitator	Administrative Support	Public Engagement Expenses			
Staff Name		Brian Simons	Mark Pascoe	Chris Elenbaas	Gary Sacharski	Mac Gills	Sandra Huffine	Paul Eros	Various	Ken Jewison	Brad Ahrens	Debbie Evans	Robert Czachorski	Elaine Gumpfer	Mackenzie Johnson	John Deslippe & Wade Rose		Charlie Fleetham	Kathy Anderson			Total	
Billing Rate		\$211	\$184	\$160	\$147	\$147	\$116	\$147	\$225	\$151	\$137	\$116	\$200	\$175	\$125	\$130	\$60,000	\$210	\$50		Expenses	\$2,500	
Staff Hours		18	38	466	312	174	160	250	48	48	428	68	108	48	70	35		192	20		Time & Material	\$441,294	
Fee Subtotal		\$3,798	\$6,992	\$74,560	\$45,864	\$25,578	\$18,560	\$36,750	\$10,800	\$7,248	\$58,636	\$7,888	\$21,600	\$8,400	\$8,750	\$4,550	\$60,000	\$40,320	\$1,000	\$2,500	Total	\$443,794	
Task	Description																					Total Hours	Total
1	Project Management, Coordination and Quality Control	12	12	140						8		20	30	20								242	\$40,168
2	Public & Agency Coordination			80	8	8							36		30			192	20			374	\$67,422
3	Geotechnical Investigation			8	4												\$60,000					12	\$61,868
4	Survey, Mapping, and Utility Coordination			24	20			184	48		60					35						371	\$57,398
5	Preliminary Design	2	12	48	40	24	24				120	16	30	16	30							362	\$53,348
6	Detailed Design	2	12	140	200	116	110	66			240	24	12	12	10							944	\$135,358
7	Permits			8	20	16	16			40												100	\$14,468
8	Bid Assistance	2	2	18	20	10	10				8	8										78	\$11,264

Work will be completed on a time and materials basis per task. We reserve the right to shift budgets amongst tasks, but the for the scope per this proposal will not exceed \$443,794.00.

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.