

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

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Stantec Consulting Michigan, Inc. ("Contractor"), a Michigan Corporation, with its address at 3754 Rancho Drive, Ann Arbor MI 48108-2771. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

Administering Service Area/Unit means Parks and Recreation Services / Community Services .

Contract Administrator means Hillary Hanzel, Landscape Architect, 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 Skatepark Lighting Design Services .  
Project name

**II. DURATION**

Contractor shall commence performance on February 28, 2020 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

**III. SERVICES**

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

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

#### **IV. INDEPENDENT CONTRACTOR**

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

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

#### **V. COMPENSATION OF CONTRACTOR**

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

#### **VI. INSURANCE/INDEMNIFICATION**

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

## VII. COMPLIANCE REQUIREMENTS

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

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

### **VIII. WARRANTIES BY THE CONTRACTOR**

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

**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  
R. Brian Simons  
3754 Rancho Drive  
Ann Arbor MI  
48108-2771

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

City of Ann Arbor  
Derek Delacourt  
Community Services  
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, 3<sup>rd</sup> 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  
Its Senior Principal

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

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

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

**Approved as to substance**

\_\_\_\_\_  
Derek Delacourt  
Service Area Administrator

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

The following services shall be provided by the Consultant in conjunction with the delivery of the **Skatepark Lighting Design** project.

The Consultant shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor.

- 1. TASK 1 CONCEPTUAL DESIGN:** Activities associated with this task will be dedicated to investigating the project site, reviewing project goals and objectives, and developing concept designs, and includes:

- 1.1 Project Kick-off meeting to verify the following:**

- a. Work program, schedule, and channels of communication;
- b. Review project budget;
- c. Obtain existing data/information regarding project site, if not previously provided;
- d. Discuss any operational or maintenance concerns pertaining to the existing or proposed lighting at Veterans Memorial Park;
- e. Review opportunities and constraints of the site;
- f. Determine if funding sources have specific requirements and if so, what impacts may occur to design budget and schedule;
- g. Identifying opportunities to incorporate sustainable design practices;
- h. Perform site visit so all parties have a clear understanding of anticipated project limits and existing site conditions;
- i. Identify stakeholders, both internal and external, along with their role on the project;
- j. Develop a communications plan and a schedule of meetings with the City;
- k. Provide a risk analysis to identify and describe the impact, mitigation, and attenuation measures of various items that present risk to the project;
- l. Review the impact of the project on the general public in the area;
- m. Outline Quality Assurance and Quality Control procedures that shall be used on the project;

- 1.2 Data Collection and Existing Conditions Analysis:**

- a. Data/information shall be collected as it relates to the existing site and adjacent area to ensure an understanding of the site and possible impacts of surrounding uses.
- b. An existing conditions analysis shall be performed to identify opportunities and challenges for the skate park lighting design.
- c. Data to be evaluated includes topographic survey to supplement existing available base plans from the original skatepark construction drawings, existing electrical service information, pedestrian traffic flow patterns, etc..

- 1.3 Conceptual Layout Plans:**

- a. Based upon specific design criteria gathered and the agreed to design program, the Consultant shall prepare two (2) conceptual site plans. Plans

to depict:

- i. Layout of park features.
- ii. Proposed electrical distribution layout
- iii. Proposed lighting layout around the skatepark
- iv. Proposed lighting layout for adjacent pedestrian access routes
- v. Proposed photometric lighting plan
- vi. Existing utility locations
- vii. A Rough Order of Magnitude Opinion of Cost shall be prepared for each concept.

#### **1.4 Final Schematic Design:**

- a. Consultant shall Develop final Schematic Site Plan based on comments received during the conceptual layout review.
- b. Based upon the Final Schematic Site Plan, an estimate of probable cost will be prepared.

#### **1.5 Task 1 Deliverables:**

- a. Kick-off meeting notes.
- b. Existing base plans
- c. Conceptual site plans (max 2).
- d. Final Schematic Site Plan.
- e. Rough order of magnitude opinion of cost.
- f. Meeting notes.
- g. All information to be provided in digital format unless otherwise requested.

## **2. TASK 2 50% DESIGN DOCUMENTS:** Following the City's Community Engagement Toolkit, the Consultant shall lead a robust Public Engagement Process.

### **2.1 Design Development Plans and Specifications:**

- a. Various plans shall be prepared to convey design intent and further refine quantities for cost estimation. A preliminary list of plans is described below. Plan information to be provided at 20 scale or greater and may be combined where possible, depending on graphic clarity.
- b. Existing Conditions
- c. Electrical plan
- d. Lighting Plan
- e. Landscaping Plan
- f. Outline of Technical Specifications

### **2.2 Opinion of Probable Construction Cost:**

- a. A detailed unit cost estimate shall be prepared to include all elements of proposed development, demolition or upgrades. Soft costs such as design fees, permitting fees and contingency shall also be included in the estimates.

### **2.3 50% Design Submittal and Review Meeting**

- a. At the completion of the design development phase, the Consultant shall

submit drawings for City Advisory Team review and comment.

- b. The Consultant shall meet with the City Advisory Team to review comments prior to commencing with the construction documentation phase. Additional communication and phone conferences shall occur as needed to resolve specific design and technical requirements.

#### **2.4 Task 2 Deliverables:**

- a. Design Development (50% design) Package(s) for City Advisory Team review
- b. Design Development Phase Meeting Notes
- c. Deliverables in the 50% Design Phase and subsequent phases shall be completed in AutoCAD and provided in electronic pdf format.

### **3. TASK 3 CONSTRUCTION DOCUMENTS:**

#### **3.1 90% Design Documents:**

- a. Appropriate plan drawings and technical specifications shall be prepared to convey the design, materials and construction methods for all elements of the skatepark lighting. The drawing index may include, but not be limited to the following drawings:
- b. Cover sheet and general notes
- c. Existing conditions
- d. Electrical plan
- e. Lighting plan
- f. Electrical plan
- g. Landscape Plan (If necessary)
- h. Typical construction details
- i. Consultant shall utilize the City's ITB template and develop the required technical specifications for bidding.

#### **3.2 Bid Form/Quality Table:**

A bid form, final quantities and work descriptions shall be prepared. The format shall be coordinated with the City and may be a combination lump sum with supplemental unit pricing.

#### **3.3 Updated Opinion of Construction Cost:**

A detailed unit cost estimate shall be prepared based on the 90% documents. The estimate shall include appropriate soft costs and contingencies. The Consultant shall review our designs with fabricators, vendors, and contractors for increased accuracy. Bid Alternates or options for material finishes to provide the best value for the project shall be identified during this task.

#### **3.4 90% Design Submittal and Review Meeting:**

At the completion of the 90% design phase, the Consultant shall submit drawings for City Advisory Team review and comment.

The Consultant shall meet with the City Advisory Team to review comments prior

to commencing with the construction documentation phase. Additional communication and phone conferences shall occur as needed to resolve specific design and technical requirements.

**3.5 Quality Assurance Review:**

An internal third party independent reviewer shall evaluate the drawings for technical accuracy, constructability and ensure coordination with the specifications. This review is completed by a licensed senior staff member who has not been involved with the project.

**3.6 PAC Presentation:**

Following receipt of review comments on the 90% design documents, Consultant shall assist the City in presenting the final design to the Parks Advisory Commission. This may occur now or when the final bid information is approved by PAC.

**3.7 100% Bid Documents:**

Consultant shall prepare final 100% bid documents in accordance with City standards. We shall coordinate directly with the City's Purchasing Unit to ensure that the latest approved contract documents are utilized. A final detailed unit cost estimate shall also be prepared based on the bid documents. All final documents shall be provided in PDF format ready to be posted on the City's website for bidding.

**3.8 Task 3 Deliverables:**

- a. A bid form, final quantities and work descriptions shall be prepared. The format shall be coordinated with the City and may be a combination lump sum with supplemental unit pricing.
- b. The Client shall receive all copies of each task item in digital format. As necessary, hard copies can be submitted for client review.
- c. 90%, and 100% Drawings
- d. 90%, and 100% Cost Estimate
- e. 90%, and 100% Contract Documents & Technical Specifications

**4. TASK 4 BID ASSISTANCE:**

The Consultant team shall provide support to the City during the bidding process. The Consultant shall respond to questions and prepare addenda required for corrections, clarifications, or additions during the bidding process. The Consultant team shall 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.

**4.1 Deliverables:**

- a. Bid Set Plans and Contract Documents in pdf format
- b. Digital project base files in AutoCAD, Civil 3D format along with support files

- c. Lead a pre-bid meeting, providing agenda and minutes.
- d. Preparation of Addenda
- e. Bid tabulation
- f. Bid Award Review Letter

## **5. TASK 5 CONSTRUCTION SERVICES:**

The Consultant team shall assist the City during the construction process including the provision of on-site services. The Consultant team shall provide weekly and/or milestone reviews. Consultant members from various disciplines may have variable involvement during construction depending on what activities are occurring at a specific time.

Lighting construction shall require observation for four weeks. During construction, Consultant shall provide onsite observation on a daily basis for two hours each day. Engineering team members shall visit the site once each week of construction for a total of ten hours of engineer involvement. Status reports to City staff on construction shall be made weekly, or at the completion of a major milestone.

### **5.1 Pre-Construction Meeting:**

Consultant shall lead a project Pre-Construction Meeting to address any questions or concerns related to the plans and specifications. Consultant shall address any questions and provide written responses to the client and contractor for clarification.

### **5.2 Shop Drawing and Submittal Reviews:**

Consultant shall review shop drawing and product submittals for conformance with Contract Documents and design intent.

### **5.3 Progress and Milestone Site Visits:**

Periodic site visits shall be conducted by appropriate Consultant team personnel to address contractor questions in the field.

The Client shall have the final decision and approval on all matters related to design and construction. Consultant shall make recommendations in matters relating to artistic effect which shall be final if consistent with the intent of the contract documents. Consultant shall make recommendations to the Client to reject work that does not conform to the contract documents and require special inspection or testing when deemed necessary.

A Consultant team member shall address contractor Requests for Information (RFI) and prepare change order documentation, if needed, for issuance by City staff.

### **5.4 Substantial Completion Review / Final Walk-Through:**

Consultant shall conduct a final walk-through for substantial completion and provide a final punch list.

### **5.5 Asbuilt Record Drawings:**

Consultant shall provide as-built record mapping in AutoCad and pdf format based upon contractor red-line drawings or contractor provided electronic files.

No field survey shall be performed by Consultant to verify the contractor information. Warranty documentation shall be gathered from the contractor and provided to the City.

**DELIVERABLES SCHEDULE:**

- Project Kickoff Meeting: February 26, 2020
- Site Visit & Supplemental Survey Week of March 2, 2020
- Conceptual Design Submittals March 16, 2020
- Final Schematic Design for Grant Application March 23, 2020
- 50% Design Documents April 24, 2020
- 90% Design Documents May 22, 2020
- Bid Documents June 19, 2020
- Bids Due July 23, 2020
- City Council Approval September 8, 2020
- Construction Begins September 28, 2020
- Construction Complete October 23, 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:

(insert/Attach Negotiated Fee Arrangement)





**Stantec Consulting Michigan Inc.**  
3754 Ranchero Drive, Ann Arbor MI 48108-2771

January 14, 2020  
File: 207585000

**Attention: Ms. Hillary Hanzel**  
City of Ann Arbor  
301 East Huron Street  
Ann Arbor, Michigan 48104

Dear Ms. Hanzel,

**Reference: RFP #19-39 Skatepark Lighting Design**

Per discussions on January 14, 2020 regarding Stantec's proposal for the above referenced project, Stantec is pleased to submit a revised fee, which better aligns with the City's desired scope of work.

As revised, the fee for this proposal will not exceed a total of \$38,913.00. Stantec reserves the right to shift budget amongst staff and tasks. The following revisions are incorporated into the revised fee:

- Utilizing available information from past projects including the 2012 Baseball and Softball Field Improvements and the Skatepark Construction Project, we believe that adequate base drawings for the site can be developed without additional topographic survey.
- The electrical engineering scope of work has been revised to assume that no major reconfiguration of the existing electrical feed to Veterans Park will be required.
- The overall design effort is reduced to align with the City's expectations for design documents.

We appreciate this opportunity and look forward to working with the City on this project. If you have any questions, please do not hesitate to contact us.

Regards,

**Stantec Consulting Michigan Inc.**

**Chris Elenbaas** PE  
Project Manager  
Phone: 734 214 2552  
Fax: 734 761 1200  
Christopher.Elenbaas@stantec.com

**Mark D. Pascoe** PE, LEED® AP, ENV SP  
Principal  
Phone: 734 214 1865  
Fax: 734 761 1200  
Mark.Pascoe@stantec.com

Attachment: Revised Stantec Fee Proposal – RFP #19-39 Skatepark Lighting Design

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# Stantec Fee Proposal - RFP #19-39 Skatepark Lighting Design

Stantec											
	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineering Lead (Athletic Lighting Expert)	Electrical Engineer	One Man Survey Crew	Construction Observation	CAD	Admin	PROJECT SUMMARY	
<b>Staff Name</b>	Mark Pascoe	Chris Elenbaas	Claire Martin	Chris Fote	Greg Schofer	Paul Eros	Cassandra Winner	Brad Ahrens	Debbie Evans		<b>Total</b>
<b>Billing Rate</b>	\$191	\$167	\$154	\$173	\$167	\$165	\$122	\$143	\$122	Expenses	<b>\$0</b>
<b>Staff Hours</b>	5	34	74	30	10	0	48	52	6	Time & Material	<b>\$38,913</b>
<b>Fee Subtotal</b>	\$955	\$5,678	\$11,396	\$5,190	\$1,670	\$0	\$5,856	\$7,436	\$732	Total	<b>\$38,913</b>
Task	Description									Total Hours	Total
1	Project Kick-Off & Conceptual Design	1	6	8	8	3		4		30	<b>\$4,882</b>
2	50% Design Documents	1	6	14	10	2		30	2	65	<b>\$9,947</b>
3	Construction Documents	1	4	14	6	2		14	4	45	<b>\$6,877</b>
4	Bid Assistance	1	6	8	2	1				18	<b>\$2,938</b>
5	Construction Services	1	12	30	4	2	48	4		101	<b>\$14,269</b>

Work will be completed on a time and materials basis per task. We reserve the right to shift budgets amongst tasks, but the total amount for the scope per this proposal will not exceed \$38,913.

**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.

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

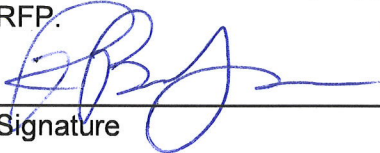
The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom R. Brian Simons bearing the office title of Senior Principal, 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.

  
Signature

Date: 12/12/19

(Print) Name R. Brian Simons Title Senior Principal

Firm: Stantec Consulting Michigan Inc.

Address: 3754 Ranchero Drive, Ann Arbor, Michigan 48108

Contact Phone (734) 761-1010

Fax (734) 761-1200

Email brian.simons@stantec.com

**ATTACHMENT C  
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

**Non-Discrimination Ordinance**


The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Stantec Consulting Michigan Inc.  
Company Name  
  
Signature of Authorized Representative  
12/12/19  
Date

R. Brian Simons, Senior Principal  
Print Name and Title

3754 Rancho Drive, Ann Arbor, Michigan 48108  
Address, City, State, Zip

(734) 761-1010 / brian.simons@stantec.com  
Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

**ATTACHMENT D  
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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.18/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

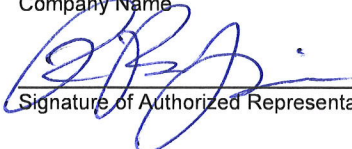
Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Stantec Consulting Michigan Inc. \_\_\_\_\_

Company Name

 \_\_\_\_\_  
Signature of Authorized Representative

12/12/19 \_\_\_\_\_  
Date

3754 Rancho Drive \_\_\_\_\_

Street Address

Ann Arbor, Michigan 48108 \_\_\_\_\_

City, State, Zip

R. Brian Simons, Senior Principal \_\_\_\_\_

Print Name and Title

(734) 761-1010 / brian.simons@stantec.com \_\_\_\_\_

Phone/Email address

**ATTACHMENT E**



<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
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All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input checked="" type="checkbox"/> Relationship to employee <div style="text-align: center;">Sister</div> <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
Anne Warrow's brother, Theodore U. Warrow III, works for Stantec. Chris Elenbaas, a former City of Ann Arbor employee, is currently employed by Stantec.	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Stantec Consulting Michigan Inc.	(734) 761-1010	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	12/12/18	R. Brian Simons
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>