

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

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and STANTEC CONSULTING MICHIGAN, INC., a(n) Michigan corporation, 1168 Oak Valley Drive, Suite 100, Ann Arbor, Michigan 48108 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Public Services / Water Treatment**.

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

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means as needed Professional Consulting Engineering Services as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on July 01, 2024 and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. 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 is 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.
- B. 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.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$500,000.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. 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 required by this Agreement, as will protect itself and the City from all claims for bodily injury, 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 Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. 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 subcontractors.

- B. All insurance providers 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 and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of 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, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

It is further agreed that for projects/tasks involving work on dam or bridge structures only, the Consultant's total liability for all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligent misrepresentation and breach of Contract, shall be strictly limited to five million dollars (\$5,000,000.00).

- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. 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.

| | |
|--|---|
| <p>\$1,000,000</p> <p>\$2,000,000</p> <p>\$1,000,000</p> | <p>Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined</p> <p>Per project General Aggregate</p> <p>Personal and Advertising Injury</p> |
|--|---|
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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

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. 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. 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. If any of the above coverages expire by their terms during the term of this Agreement, 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.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter

23 of Ann Arbor City Code, which requires Contractor 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.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including 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 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 through the City budget process. If funds 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 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right 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, 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 affect the waiving party's right to require strict performance of this Agreement.

13. 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 Contractor:

STANTEC CONSULTING MICHIGAN, INC.
ATTN: Jason Matteo
1168 Oak Valley Drive, Suite 100
Ann Arbor, Michigan 48108

If Notice is sent to the City:

City of Ann Arbor
ATTN: Glen Wiczorek
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

14. 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.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by 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 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 Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. 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 and to obtain the City's consent therefor. The City's prospective consent to 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, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of 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.

17. 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 is 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.

18. EXTENT OF AGREEMENT

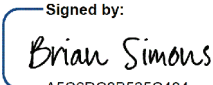
This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations 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 terms or conditions. 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 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.

19. ELECTRONIC TRANSACTION

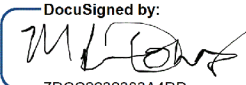
The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

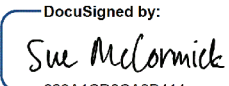
**STANTEC CONSULTING MICHIGAN,
INC.**

By:  Signed by:
A5C6DC8B535C484...
Name: Brian Simons
Title: Senior Principal
Date: 7/25/2024

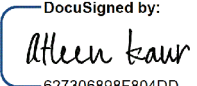
CITY OF ANN ARBOR

By:  DocuSigned by:
7DCC2232383A4DD...
Name: Milton Dohoney Jr.
Title: City Administrator
Date: 7/26/2024

Approved as to substance:


By:  DocuSigned by:
623A1CD8CA3B414...
Name: Sue McCormick
Title: Interim Public Services
Area Administrator
Date: 7/26/2024

Approved as to form:

By:  DocuSigned by:
627306898F804DD...
Name: Atleen Kaur
Title: City Attorney
Date: 7/26/2024

(Signatures continue on following page)

CITY OF ANN ARBOR

By: DocuSigned by:

D26062A97392421...

Name: Christopher Taylor

Title: Mayor

Date: 7/26/2024

By: DocuSigned by:

5CFB24F59BD641E...

Name: Jacqueline Beaudry

Title: City Clerk

Date: 7/26/2024

EXHIBIT A - SCOPE OF SERVICES

SCOPE OF WORK

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

Portions of the scope of services may not be required depending on whether the project involves engineering, project management, construction administration and/or construction observation. Stantec is prepared to provide this scope on projects including, but not limited to water treatment facilities, recreational and hydroelectric dams, pump stations, storage tanks, masonry buildings and concrete structures, and any other activities within the reach of the Water Treatment Services Unit.

Task 1 - Project Management

No matter the type or scope of a project, up front work and preliminary investigations are required so that every new project begins with a clear, concise understanding – one that reflects the Owner's specific needs. We employ the following steps for each new project.

A. A general service contract is not an invitation to have poor control over the budget. As with all general services contracts, Stantec prepares a detailed scope and fee to adhere to. These steps will be followed during the kickoff of all projects with the City, regardless of size.

1. Meet with City Staff to define the objectives, key issues, challenges and scope of work.
2. Visit the project site as necessary.
3. Develop a detailed task-by-task work plan and fee schedule spreadsheet. Assign applicable staff, hours and associated costs to each task.
4. Present cost efficient ideas to offer savings to the Owner.
 - Can scope of work accommodate the use of a junior staff member with senior oversight?
 - Can we work in conjunction with City staff, utilizing the skills and availability of City employees?
5. Prepare project schedule taking into consideration the Owner's needs. Identify milestones for items such as Owner reviews, permitting, bidding, City Council approval (if necessary) and start of

construction.

6. Present our proposal to the City, receive comments and revise accordingly.

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

C. Prepare any special engineering reports and studies relative to the type of work to be performed (such as traffic analysis, pavement analysis, and water pressure/flow analysis) and as requested by the City.

D. Contact and coordinate with utility companies relevant to the project.

E. Coordinate with the FERC and MDEQ, project stakeholders and any other agency or entity determined to be relevant to the project. Facilitate and or attend public informational meetings.

Task 2 - Plans and Specifications

For all engineering projects requiring plans and specifications, Stantec will perform the following sequence:

- A. Prepare preliminary reports and identify alternatives.
- B. Prepare cost estimates at each major project stage (Conceptual, 30%, 60%, 90%)
- C. Prepare front end documents based on City's current standard, bid form (unit price or lump sum), advertisement, etc.
- D. Prepare detailed specifications (30%, 60%, 90%) per City Standards.
- E. Prepare project plans and details (30%, 60%, 90%) per City Standards.
- F. Allow for adequate review time by City staff. This review time shall be built into the overall project schedule.
- G. Incorporate City's comments.
- H. Prepare agency permits and secure permit. Permit fees to be paid for by the City.
- I. Conduct regular progress meetings, informal coordination meetings and meeting minutes.
- J. Bid Assistance as needed:

1. Coordinate with the City on all bidding arrangements for the project.
2. Work with the City on all advertisement postings and bid documents for prospective bidders.
3. Coordinate and facilitate a pre-bid meeting.
4. Field questions and prepare addenda, if necessary.
5. Attend bid opening, review bids for the project and recommend award to the City.
6. Prepare contract documents for execution; review contractor's insurance, bonds and endorsements.

Task 3 - Construction Supervision and Administration

Construction administration tasks shall include including document review, communication with the regulatory agency, meeting facilitation and preparation and submittal of correspondence, engineering drawings, studies and reports. Stantec will provide construction administration as necessary to maintain compliance with FERC and MDEQ dam safety requirements.

Stantec further understands the City of Ann Arbor seeks contract administration comprising the performance of all general field services required for construction projects. Tasks shall include construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

Task 4 - Construction Supervision and Observation

Stantec will provide sufficient engineering supervision and full time/part time inspection staff to assure that each element of a project is constructed in keeping with the City of Ann Arbor approved plans and specifications. Staffing levels for each construction project shall be agreed upon with City. Once assigned to the project, observation personnel will not be removed from, or added to the project without written authorization of the City's project manager.

Stantec's Construction Services include bituminous paving inspection, concrete paving inspection, storm sewer and storm detention facilities inspections, grading inspections for site commercial and residential, roads, drains, sewers, and detention facilities. Sanitary sewer construction inspection, including main and services. Water main construction observation. Observation of trenchless construction including, jack and bore, directional drill, cured in place lining systems and inserted repair sleeves. Structural concrete observations for building components, dams, bridges, and earth retention systems. Nonmotorized facilities including bituminous concrete and brick paver pathways. Observations of earth and subgrade stabilization using geofabrics, grids and cellular confinement.

Task 5 - As-Built Construction Plans

Stantec will provide the City with complete as-built plans.

- A. Obtain original electronic format contract plans from the City, if available.
- B. Document all plan changes, extra work, revision to notes, etc. as project work progresses.
- C. Collect and confirm all field changes, develop appropriate as-constructed notes
- D. Develop/draft the as-built drawings, review and approve the as-built plans.
- E. The as-built plans will conform to the City's Standard Specifications and will be provided to the City of CD or other approved media. Electronic versions of the as-built plans will be provided in both PDF and C3D-2021/23 formats. As-built plans will be provided within one month of completion of the project.

Task 6 - On Call Response Services

Stantec will provide 24-hour access to engineering and observation support services in the event of an emergency that requires engineering consultation. A primary point of contact will be provided to the City along with secondary contacts, should the primary contact be unavailable.

Capability of Performing Work

At Stantec, as part of our management system, our Project Management Teams are provided several tools to monitor current workload and projected backlog. These include weekly notification of current backlog per staff member, and on a monthly basis, we perform a 6 month look-ahead of our current and projected workload. We have utilized these tools and have carefully assessed the current commitments of the Project Team presented in this submittal and can state confidently, there will be no conflict and these team members will be able to begin work immediately upon receipt of a Notice-To-Proceed.

Should conditions require supplementary production resources to complete the design, we have access to additional staff with similar experience to complete this project. Providing trained and experienced resources to meet a project's workload is our absolute commitment to the City of Ann Arbor.

Fee Proposal

As requested in the RFP, we have submitted our fee in a separate envelope.

Authorized negotiator

Brian Simons, PE, LEED AP, is a Senior Principal of our firm and is authorized to negotiate the agreement with the City. He can be reached at:

1168 Oak Valley Drive, Suite 100
Ann Arbor, MI 48108
734.214.2518
brian.simons@stantec.com

EXHIBIT B - FEE SCHEDULE



Fee Proposal

City of Ann Arbor WTP Professional Engineering Services

RFP #24-02 | CITY OF ANN ARBOR
February 20, 2024


Stantec Consulting Michigan Inc.

1168 Oak Valley Drive
Suite 100
Ann Arbor MI 48108

February 20, 2024

Attention: Mr. Glen Wiczorek, PE, Senior Utilities Engineer

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

Reference: RFP No. 24-02 – WTP Professional Engineering Services

| Project Team Member | Title | Discounted Billing Rate |
|--|------------------------------------|-------------------------|
| Project Management Team Leaders | | |
| Greg Schofer, LEED AP | Principal | \$224 |
| Craig Lyon | Project Manager | \$224 |
| Neil Wager | Asst Project Manager/Proj Engineer | \$198 |
| Paul Malocha, PE | QA/QC, Buildings, Dam Engineer | \$198 |
| Core Staff | | |
| Ken Jewison | WTP Design Project Manager | \$253 |
| Gary Sacharski, PE | Senior Civil Engineer | \$198 |
| Dave Morgan, PS | Survey Manager | \$205 |
| Walid Al Ani, P.Eng, BCEE, LEED AP | Project Manger, Senior Associate | \$253 |
| Bethany Kelly | VP, Senior Geotechnical Engineer | \$200 |
| Chris Toulouse | Senior Structural Engineer | \$195 |
| David Hibbs | Senior Civil Engineer/H&H | \$200 |
| Bill Forsmark | Sr Civil Engineer/Dam Safety | \$265 |
| Brigham Erickson | Sr Mechanical Engineer | \$205 |
| Mark Zimmer | Sr Electrical Engineer | \$225 |
| Mike Schienke | Geotechnical Engineer | \$125 |
| Mark Remell | Structural Engineer | \$115 |
| Jenna Koenig | Civil Engineer | \$125 |
| Dean Kuharevicz | Mechanical Engineer | \$135 |
| Support Staff (as needed) | | |
| Various | Drafting/Designers | \$185 |

Notes:

- Our proposal rates will be held for the duration of the contract (ending June 30, 2026) and include local travel expenses. Travel expenses will not be billed as a direct expense.
- Stantec Project Team members will be billed at an average multiplier rate of 3.2. This will be held for the duration of the contract (ending June 30, 2026).
- Upon request, a Federal Acquisition Regulation (FAR) overhead audit report can be provided for 2022. The 2023 report will not be available until May 2024.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to the 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.

The fees for services shall be determined for each task, per RFP #24-02 and based upon the fee schedule provided in the Contractor's proposal. Fees/rates shall be held and maintained for up to three (3) years. The total amount of fees to be paid under the Agreement shall not exceed \$500,000.