

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND THE DOWNTOWN
DEVELOPMENT AUTHORITY OF THE CITY OF ANN ARBOR REGARDING
RESPONSIBILITIES AND COST ALLOCATION FOR
GEOTHERMAL ADVISORY AND DESIGN SERVICES

This Agreement (“Agreement”) is made and entered into this _____ date of _____, 20____, by and between the City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Act 197, Public Acts of Michigan, 1975, MCL 125.1651 *et seq.* with its principal offices at 150 South Fifth Avenue, Suite 301, Ann Arbor, Michigan 48104 (“DDA”), for the purpose of the Geothermal Advisory and Design Services. The design of this project is hereinafter referred to as the “Project.” Relevant details and scope of the Project are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Whereas, the City and the DDA have expressed interest in working cooperatively on the Project;

Whereas, the City and the DDA have agreed that the City should award a contract to Stantec Consulting Services, Inc. and their consulting team, hereinafter referred to as “Consultant,” as part of an RFP process to perform Geothermal Advisory and Design services, and this Scope of work is divided into three tasks: 1. Technical Services, 2. Owners Agent Services and 3. Networked Geothermal Feasibility Study.

Whereas, the DDA will be responsible for funding a portion of Project Task 3 – Networked Geothermal Feasibility Study; and

Whereas, the City and the DDA have reached an understanding with each other regarding the performance of and payment for the Project and desire to enter into this Agreement to memorialize that understanding.

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the City and the DDA agree:

1. The City and the DDA shall undertake and complete the design phase of the Project in accordance with the terms of this Agreement. Exhibit A to this Agreement refers to and incorporates by reference the Consultant’s proposal, which details the complete scope of the work. Exhibit B to this Agreement lists the estimate for each task category and the allocation of costs for the DDA and the City. As set forth in Exhibit B, the total dollar amount of the DDA’s share of the Project is \$100,000 plus a \$10,000 contingency.
2. The City will enter into a contract with the Consultant for the Project. The City will administer the contract and related work necessary for the completion of the Project.
3. The City is responsible for funding its share of the Project as defined in Exhibit B.

4. As the City pays for professional services and incurs costs on the Project, the City will invoice the DDA at a frequency no more than monthly. The DDA shall reimburse the City for the DDA's portion of incurred costs within 30 days of receipt of an invoice from the City.

5. Notwithstanding the City's funding of a share of the Project, the parties agree that responsibility for management of the Project, including all aspects of the contract with the Consultant, rests with the City of Ann Arbor.

6. In the event any claims are brought against the City and/or the DDA by the Consultant and/or its consulting team arising out of the professional services work on the Project, costs incurred by the City in defending or resolving such claims shall be considered Project costs and will be funded in the same manner and proportion as the work to which the claims pertain.

7. Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the DDA or the City of Ann Arbor, respectively.

CITY OF ANN ARBOR, a Michigan
municipal corporation

ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY, a public
corporation

By: _____
Christopher Taylor, Mayor

By: _____
Maura Thomson, DDA Executive Director

By: _____
Jacqueline Beaudry, City Clerk

By: _____
Amber Miller, Capital Projects Manager

Approved as to substance:

Milton Dohoney Jr., City Administrator

Missy Stults, Sustainability and Innovations Director

Approved as to form:

Atleen Kaur, City Attorney

EXHIBIT A

Attached as Exhibit A is the Scope of Services for the Geothermal Advisory Services.

EXHIBIT B

Attached as Exhibit B are the cost summary and funding responsibilities for the Project.

Task	City Share %	City Cost	DDA Cost	DDA Share %	Cost Based on Bid
Task 1 Geothermal Technical Advisor	100%	\$ 32,530.00	-	0%	\$ 32,530.00
Task 2 General Owner's Agent	100%	\$ 17,720.00	-	0%	\$ 17,720.00
Task 3 Networked Geothermal Feasibility Study	84%	\$ 538,950.00	\$ 100,000.00	16%	\$ 638,950.00
Contract Amount		\$ 589,200.00	\$ 100,000.00		\$ 689,200.00
Contingency 10%		\$ 58,920.00	\$ 10,000.00		\$ 68,920.00
Total Contract		\$ 648,120.00	\$ 110,000.00		\$ 758,120.00