



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Frank Fanelli, Director of Project Management  
**Date:** 12/20/2023  
**Re:** Agreement with Stantec Consulting Service, Inc. to landscape architectural services for playgrounds in the district

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Stantec Consulting Services, Inc.	
Doing Business as: (DBA)		
Vendor Address:	2321 Whitney Ave, Hamden, CT 06518	
Vendor Contact Name:	Jeff Olszewski	
Vendor Contact Email:	jeff.olszewski@stantec.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Agreement	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 01/02/2024	To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$75,000.00	
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C24-2461-58101	
Contract #: <small>(Local or State)</small>	-	



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**Key Questions:**

**1. What specific service will the contractor provide:**

To provide base mapping, coordinate meetings, improvement options, preliminary design plans for the following locations.

- Katherine Brennan School – Playground & Surfacing
- King Robinson Inter-District Magnet School – Playground & Surfacing
- Edgewood Outdoor Classroom – Playground & Surfacing
- Nathan Hale School – Playground & Surfacing
- Martinez School Courtyard

**2. How was the contractor selected? *\*Attach appropriate supporting documents***

- Quotes
- Sealed Bid # \_\_\_\_\_
- Sole Source # \_\_\_\_\_
- RFP# \_\_\_\_\_
- State Contract #
- Exempt Professional**
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen? *\*Attach Vendor Proposal***

N/A – Exempt Professional

**b. Who were the members of the selection committee? *(Minimum 3 members required)***

N/A – Exempt Professional



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<b>4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?</b>
N/A
<b>5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? <small>*Attach Renewal Letters</small></b>
N/A
<b>6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?</b>
This is a project-based service that has no fiscal comparison.
<b>7. Is this a service that existing staff could provide? Why or why not?</b>
This is a specialized service that can be provided by the qualified architect.



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**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor #17626
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p> <p>Emailed Disclosures are acceptable.</p>	



**Stantec Consulting Services Inc.**  
55 Church Street Suite 601, New Haven CT 06510-3014

December 19, 2023

Mr. Frank Fanelli, III  
Director of Project Management  
New Haven Public Schools  
375 Quinipiac Avenue  
New Haven, CT 06519

**Reference: New Haven Public Schools Playgrounds and Courtyard**

Dear Mr. Fanelli:

Thank you for the opportunity to submit this proposal for preliminary design services associated with the following playgrounds and courtyard at various public schools in New Haven:

- Katherine Brennan School – Playground & Surfacing
- King Robinson Inter-District Magnet School – Playground & Surfacing
- Edgewood Outdoor Classroom – Playground & Surfacing
- Nathan Hale School – Playground & Surfacing
- Martinez School Courtyard

The following represents our understanding of the project scope and the services that will be performed by Stantec Consulting Services Inc.

**Scope of Services**

Our approach outlines how we prepare recommendations for playground and courtyard preliminary design: data and existing conditions collection and review; site assessment; engagement; definition of playground recommendations and courtyard design and elements; and, finally, preliminary design plans. Per our discussions, we anticipate the following services will be required:

1. **Base Mapping:** Where available, the Stantec team will utilize existing plans provided by the City for each school property and site inventory of recent improvements, Stantec will develop a base plan that will be used in the preliminary designing of the proposed playground and courtyard.
2. **Initial Coordination Meeting:** Stantec will meet with the appropriate city agencies and stakeholders to review desired playground equipment, surfacing type, and amenities. Based on our meeting, we will refine the project components above and develop a compiled list of recommendations which will serve as a guide for the development of preliminary playground, surfacing, and courtyard improvement options. Stantec assumes one (1) meeting for each school.
3. **Improvement Options:** Stantec will conduct a comprehensive review of the existing sites and the results from the initial coordination meeting and will develop one (1) site option that will address the items compiled in the coordination meeting. Each option will depict playground equipment and fall zones, surfacing type, playground access, and security. For the Martinez School Courtyard, Stantec will depict interactive play, courtyard surfacing, garden beds, and an interactive water

**Reference:** New Haven Public Schools Playgrounds and Courtyard

feature to replace the existing “Mud Kitchen Play”. At this point, the focus is on physical form, ADA accessible and age-appropriate play equipment, optimizing play value, and maintenance. Plans shall be clear and concise as well as descriptive of the plan components.

4. Preliminary Design Review Meeting: Stantec will meet with the appropriate city agencies and stakeholders to review improvement options. The intent of this meeting is to review all proposed improvements and refine the options based on city and stakeholder input. Stantec assumes one (1) meeting for each school.
5. Preliminary Design Plans: Based upon the approved preferred concept plan, Stantec will advance the design to a further detailed level. Within this task, Stantec will prepare a preliminary plan for each school that outlines the proposed improvements. The final deliverable will be a rendered site plan with material callouts, layout of proposed improvements, and equipment.

### Conditions/ Assumptions/ Exclusions

This proposal is based on the following conditions:

1. The following services are not included as part of the Scope of Services:
  - Survey services. If required, a survey proposal can be provided as an extra service.
  - Environmental Services (environmental Site Assessment and Environmental Subsurface Investigation)
  - Permitting services and fees by Owner
  - Public Information Meetings
  - Geotechnical investigation/report. If required, these items can be provided as an extra service.
  - Drainage calculations/formal storm drainage report
  - Structural design such as footings and any retaining walls

### Fee

#### Tasks 1-5

Stantec will provide services described herein on a lump sum basis as follows:

Task 1 - Base Mapping	\$ 7,000.00
Task 2 - Initial Coordination Meeting	3,500.00
Task 3 – Improvement Options	25,000.00
Task 4 – Preliminary Design Review Meeting	4,500.00
Task 5 – Preliminary Design Plans	<u>35,000.00</u>
TOTAL	<u>\$75,000.00</u>

**Reference:** New Haven Public Schools Playgrounds and Courtyard

We look forward to the opportunity to provide the above-noted services. If you agree with this proposal, please sign the below authorization, and send back.

Please do not hesitate to contact us if you have any questions or need additional information.

Regards,

**Stantec Consulting Services Inc.**



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**Jeff Olszewski, RLA, ASLA**  
Landscape Architect, Senior Associate  
Phone: 203 212 5796  
jeff.olszewski@stantec.com



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**Phillip Champagne, RLA, ASLA**  
Landscape Architect, Associate  
Phone: 203 495 1650  
phillip.champagne@stantec.com

By signing this proposal, the City of New Haven Public Schools authorizes Stantec to proceed with the services herein described, and the Client acknowledges that it has read and agrees to be bound by the attached Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ day of December, 2023.

For the City of New Haven Public Schools by:

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*Signature*

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*Date*

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*Name (please print)*

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*Title*



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**