



DiClemente Siegel Design Inc.

Proposal for Professional Services Larcom City Hall – Chiller Replacement Project

Mr. Matt Kulhanek
Fleet & Facilities Manager
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104

DiClemente Siegel Design Inc.
28105 Greenfield Road
Southfield, Michigan 48076

John Ritchie, AIA, LEED AP
Senior Associate
Project Manager
(248) 569.1430
jritchie@dsonline.com

**Our vision is
to be a leader
in innovative
and sustainable
engineering and
architectural
design services**





**FOUNDED
in 1969**

DiClemente Siegel Design Inc. (DSD) is a full-service design firm based in Michigan with headquarters in Southfield and a branch office in Burton. As a registered corporation within the State of Michigan, DSD provides architectural, mechanical and electrical design services

Founded in 1969, DSD has an outstanding record of achievement demonstrated by a long list of satisfied clients providing repeat commissions, as well as numerous architectural and engineering design awards presented over the years.

Contact Information

Federal ID
381900034

Headquarters
28105 Greenfield Road
Southfield, MI 48076
T: 248-569-1430

Branch Office
1075 E. Bristol Road
Burton, MI 48529

www.dsdonline.com
mktg@dsdonline.com

Corporation
State of Michigan
Since 1969



Library Chiller Replacement,
Michigan State University

Chiller Experience

DSD has been providing engineering design services since 1969. During this time, DSD has provided design services for numerous chiller projects.

Our clients for this work include: local, state, and federal governments, Ford Motor Company, General Motors Corporation, colleges and universities, K12 schools, and healthcare facilities.



Our Services

Engineering & Architectural Services

Mechanical Engineering

- Central Heating and Chiller Plants
- Heating, Ventilating and Air Conditioning (HVAC) Systems
- Site Utility Master Planning
- Site Utility Infrastructure Analyses
- Refrigeration Systems
- Medical Gas Systems
- Energy Modeling
- Fire Protection Systems
- Plumbing Piping Systems
- Process Piping
- Dust Collection, Air Filtration and Industrial Ventilation
- Commissioning
- Value Engineering Analysis

Electrical Engineering

- Generators
- Mass Notification Systems Integration
- Power Distribution Systems
- Site Master Planning
- Site Utility Infrastructure Analyses
- Security Systems
- Lighting Design – Interior and Exterior
- Energy Analysis
- Arc Flash Analysis and Labeling
- Short Circuit Protective Devices Coordination
- Fire Alarm Systems
- Door Control/Access Control and Security Systems
- Lightning Protection Systems
- CCTV Systems
- Site Lighting
- Commissioning

Architecture

- Space Planning
- Interior Design
- Signage/Wayfinding
- Full Building Renovation
- Site Master Planning
- 3D Visualization/Renderings
- Architectural Programming
- Facility Evaluations
- Site/Facility Selection Assistance
- ADA Compliance
- New Building Design
- Code Studies
- Exterior Wall Thermal/Moisture Design and Analysis
- Pre-design Programming
- Educational/Facility Planning



Library Chiller Replacement,
Michigan State University



Macomb County, Powerhouse Renovations



Macomb County Court Building

Contact Information

Headquarters
28105 Greenfield Road
Southfield, MI 48076
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F: 248-569-0096
www.dsdonline.com
mktg@dsdonline.com

Branch Office
1075 E. Bristol Road
Burton, MI 48529
T: 810-238-1024
F: 810-238-7114

Our Team

City of Ann Arbor

Bart Reed, PE, LEED AP | President

Mr. Reed has over 30 years of experience as a mechanical engineer. As president, he is responsible for DSD's production and services. He draws on his vast experience to assist his team in removing roadblocks, offers advice, and confirms overall quality of designs. He is deeply committed to DSD's quality program, and is a key member of the Quality Steering Committee. Bart holds a Bachelor of Science in Mechanical Engineering from LTU, and is a registered engineer in the state of Michigan. He also is a part of the U.S. Green Building Council.



John Ritchie, AIA, LEED AP | Senior Associate, Project Manager

Mr. Ritchie has over 35 years of experience as an architect. He is a detailed-oriented architect who possesses the necessary technical and project management skills to successfully complete any project type. John holds a Bachelor of Science from LTU, and is registered in the State of Michigan and Ohio. He also belongs to many organizations including AIA and the U.S. Green Building Council.



Chuck McKale, PE, LEED AP | Vice President / Director of Mechanical Engineering

Mr. McKale has over 26 years of experience as a mechanical engineer. He is experienced in all phases of the production of construction documents, including design, specifications, field survey, client interaction, and construction administration. Chuck holds a Bachelor of Science in Architectural Engineering from Kansas State University and a MBA from the University of Detroit Mercy. He shares his knowledge with the community by teaching courses at the local university LTU. Mr. McKale is also LEED Accredited, and Energy Star Licensed.



Michael Bykowski, PE | Mechanical Engineer

Mr. Bykowski has over 20 years of experience as a mechanical engineer. His expertise includes HVAC and plumbing design, digital controls. Mike is a skilled problem-solver with the ability to drive projects forward in complex engineering environments. Mike holds a Bachelor of Science in Mechanical Engineering from Auburn University in Alabama, and is a registered Mechanical Engineer in the state of Florida and New York.



Our Team

City of Ann Arbor

Samuel Molin Jr. PE, LEED AP | Executive Vice President/ Director of Engineering

Mr. Molin has 30 years of experience as an electrical engineer. Being Director of Engineering, Sam is responsible for project management and administration of the Engineering Department at DSD. His specialties include designing electrical power systems including lighting and instrumentation and controls. He has provided engineering services for numerous primary and secondary electrical power distribution studies and evaluations of electrical power systems and arc flash projects at hundreds of facilities over his career. Sam holds a Bachelor of Science in electrical engineering from WMU, and is registered in the State of Michigan. He is also part of the U.S. Green Building Council.



John Ogle, PE, LEED AP | Vice President/ Director of Technology

Mr. Ogle has over 40 years of experience as an electrical engineer. John has the ability to analyze present facility conditions and make recommendations based on his extensive engineering knowledge and experience. His aptitude and background have prepared him for taking on long-running projects and/or those projects with a high degree of difficulty. John holds a Bachelor of Science in Electrical Engineering from the Michigan Technological University and is registered in the State of Michigan and Colorado. He is affiliated with many organizations including the international Association of Electrical Inspectors.





Bart J. Reed
P.E., LEED AP

**Mechanical
Engineer**

30 Years of Experience

PROJECT ROLE
Principal in Charge

REGISTRATIONS
Professional Engineer
State of Michigan, 1991

EDUCATION
Bachelor of Science
Mechanical Engineering,
1986
Lawrence Technological
University

EXPERIENCE
DiClemente Siegel Design Inc.
6/1993 – Present
Tomblinson Harburn
Associates
Director of Engineering

AFFILIATION
U.S. Green Building Council

Mr. Reed has over 30 years of experience as a mechanical engineer. As president, he is responsible for DSD's production and services. He draws on his vast experience to assist his team in removing roadblocks, offers advice, and confirms overall quality of designs. He is deeply committed to DSD's quality program, and is a key member of the Quality Steering Committee. Bart holds a Bachelor of Science in Mechanical Engineering from LTU, and is a registered engineer in the state of Michigan. He also is a part of the U.S. Green Building Council.

Project Experience

- Regional Chilled Water Plant, No. 1 Chiller Replacement, Michigan State University, East Lansing, MI
- Regional Chilled Water Plant, Chiller 3 through 6 Replacement and Cooling
- Flushing Train Depot, Air Conditioning, City of Flushing, Flushing, MI
- McFarlen Library Addition, City of Grand Blanc, Grand Blanc, MI
- Fire Station No. 2, Storefront Glazing Water Infiltration Remediation, City of Southfield, Southfield, MI
- McNamara Terminal, HVAC Study, Detroit Metro Airport, Romulus, MI
- Crossroad Village, Carousel Enclosure, Genesee County, Genesee, MI
- Historical Courthouse Renovation, Lapeer County, Lapeer, MI
- Lyon Oaks Banquet Center, Heating Study, Oakland County Parks, Wixom, MI
- Old County and Circuit Court Building Revisions, Macomb County, Mt. Clemens, MI
- Caro Center, Heating Decentralization, State of Michigan, Caro, MI
- Fuel Cell Center, Process Chiller Installation, Ford Motor Company, Dearborn, MI
- Research and Engineering Center, Zone V Centrifugal Chiller, Ford Motor Company, Dearborn, MI
- Research and Engineering Center, Central Chiller Plant, Ford Motor Company, Dearborn, MI
- Chiller Replacement, Hyatt Regency, Dearborn, MI
- Royal Oak Assisted Living Facility Renovations, Landmark Building Company, Royal Oak, MI
- Clinical Center Chiller, Michigan State University, East Lansing, MI
- Kedzie Hall, Chiller Replacement, Michigan State University, East Lansing, MI
- Library, Absorption Chillers Replacement, Michigan State University, East Lansing, MI
- Olin Health Center, Chiller Replacement, Michigan State University, East Lansing, MI
- Public Safety Building Chiller Replacement, Michigan State University, East Lansing, MI
- Building Renovation, Mott Community College, Flint, MI
- FAB Building, Roof Top Air Conditioning Unit Replacement, Wayne State University, Detroit, MI
- Manoogian Hall, HVAC Renovations including Chillers, Wayne State University, Detroit, MI



John S. Ritchie
AIA, LEED AP

Architect

35 Years of Experience

PROJECT ROLE
Architect

REGISTRATIONS
Registered Architect
State of Michigan
State of Ohio

EDUCATION
Bachelor of Science
Architecture, 1979
Lawrence Technological
University

EXPERIENCE
DiClemente Siegel Design Inc.
10/2006 – Present
Cornerstone Engineering, Inc.
Account Manager
Ghafari Associates, Inc.
Project Manager

AFFILIATIONS
American Institute of
Architects (AIA)
Engineering Society of Detroit
National Council of
Architectural Registration
Boards (NCARB)
U.S. Green Building Council

Mr. Ritchie has over 35 years of experience as an architect. He is a detailed-oriented architect who possesses the necessary technical and project management skills to successfully complete any project type. Johns holds a Bachelor of Science from LTU, and is registered in the State of Michigan and Ohio. He also belongs to many organizations including AIA and the U.S. Green Building Council.

Project Experience

- Generator Replacement, Ann Arbor Fire Station 1, Ann Arbor, MI
- Larcom Secondary Chiller Replacement, City of Ann Arbor, Ann Arbor, MI
- Experimental Engine Building, Absorption Chiller Replacement, Ford Motor Company, Dearborn, MI
- Experimental Vehicles Building, Chiller Replacement, Ford Motor Company, Dearborn, MI
- Vehicle Energy Management Center, Chiller Replacement, Ford Motor Company, Dearborn, MI
- Alternative Energy Center Chiller Repair, General Motors, Warren, MI
- EECBG Condition Evaluation, Charter Township of West Bloomfield, Bloomfield Township, MI
- Police Station Renovations, Charter Township of West Bloomfield, Bloomfield Township, MI
- Township Hall Renovations, Charter Township of West Bloomfield, Bloomfield Township, MI
- Four Fire Station Renovations, Charter Township of West Bloomfield, Bloomfield Township, MI
- Water Building Site Lighting Upgrades, Charter Township of West Bloomfield, Bloomfield Township, MI
- Powerhouse Renovation, City of Dearborn, Dearborn, MI
- Schaefer / Hemlock Storm Lift Station Upgrade, City of Dearborn, Dearborn, MI
- Grosse Pointe Library, Conceptual Design and Site Plan for Main Branch Renovation and Addition, City of Grosse Pointe Farms, Grosse Pointe Farms, MI
- Hall of Justice, HVAC Renovation, City of Troy, Troy, MI
- City Hall SCADA Room Expansion, City of Rochester, Rochester, MI
- Parks and Recreation Building Renovation, City of Southfield, Southfield, MI
- HVAC Assessment, Port of Monroe, Monroe, MI
- North Powerhouse Steam Plant Upgrades, Wayne County Airport Authority, Romulus, MI
- Walter B. Ford II Building, Project Manager/Architect for complete construction document package for a 100,000-SF computer lab/classroom building with a 300-seat auditorium, College for Creative Studies, Detroit, MI
- Kresge Ford, Roof Replacement, College for Creative Studies, Detroit, MI
- Wright Home Renovation, College for Creative Studies, Detroit, MI
- Audio Visual Studio, College for Creative Studies, Detroit, MI



*Dennis Charles
McKale*
P.E., LEED AP

Mechanical Engineer

26 Years of Experience

PROJECT ROLE
Lead Mechanical Engineer

REGISTRATIONS
Professional Engineer
State of Michigan and 40+
other states

EDUCATION
B.S. Architectural Engineering,
1988, Kansas State University

MBA, 2000, University of
Detroit-Mercy

EXPERIENCE
DiClemente Siegel Design Inc.,
6/2015 – present

IBI Group, *Manager of
Mechanical Engineering*
7/2014 – 6/2015

AFFILIATIONS
American Society of Heating,
Refrigeration and Air
Conditioning Engineers
(ASHRAE)

Engineering Society of Detroit

PUBLICATIONS
American School & University,
June 2012, "Peak
Performance for Healthy
Schools"

Mr. McKale has over 26 years of experience as a mechanical engineer. He is experienced in all phases of the production of construction documents, including design, specifications, field survey, client interaction, and construction administration. Chuck holds a Bachelor of Science in Architectural Engineering from Kansas State University and a MBA from the University of Detroit Mercy. He shares his knowledge with the community by teaching courses at the local university LTU. Mr. McKale is also LEED Accredited, and EnergyStar Licensed.

Project Experience

- Water Works Park, Administration Offices and Labs, Detroit Water and Sewerage Department, Detroit, MI
- Beechwoods Arena Renovations, City of Southfield, Southfield, MI
- Cadillac Place, HVAC renovations, State of Michigan, Detroit, MI
- Cadillac Place, Snow Melt Installation, State of Michigan, Detroit, MI
- New Township Offices, Lenox Township, MI (geothermal heat pumps, LEED)
- Southwest Detention Centre Correctional Facility, Construction Administration, Ministry of Community Safety and Correctional Services, Windsor, Ontario, Canada
- Munger Elementary-Middle School, Detroit Public Schools, Detroit, MI
- Youthville Detroit, Youth Development Center, Detroit Youth Foundation, Detroit, MI
- Ojibway Nature Centre, City of Windsor, Windsor, Ontario, Canada
- Fire Hall No. 7, Windsor Fire and Rescue Services, Windsor, Ontario, Canada
- USDB renovations, Renovation of military barracks, United States Army Corps of Engineers, Fort Leavenworth, KS
- Fire Hall No. 2 and Fire Hall No. 5, Windsor Fire and Rescue Services, Windsor, Ontario, Canada (LEED)
- Experimental Vehicles Building, Absorption Chiller Replacement, Ford Motor Company, Dearborn, MI
- Renaissance Center Properties, Property Condition assessment of Renaissance Center towers, mechanical and electrical equipment, Millender Center lobby spaces, and associated parking structures, CBRE, Detroit, MI
- Office Building Assessment, Credit Acceptance Corporation, Southfield, MI
- Facility assessments for Detroit Police Department and Detroit Fire Department, Detroit Building Authority, Detroit, MI
- Dynamometer Laboratory, E-Wing Upgrade, Ford Motor Company, Dearborn, MI
- Department of Public Safety Power Supply Renovation, Eastern Michigan University, Ypsilanti, MI
- Snow Melt System Installation, Lansing Community College, Lansing, MI
- Fee Hall, HVAC analysis, Michigan State University, East Lansing, MI
- Plant Science Headhouse, HVAC renovation, Michigan State University, East Lansing, MI
- Auto Lab Renovation, University of Detroit Mercy, Detroit, MI



Michael J. Bykowski
P. E.

Mechanical Engineer

20 Years of Experience

PROJECT ROLE
Mechanical Engineer

REGISTRATIONS
Professional Engineer
State of Florida, 2004
State of New York, 2013

EDUCATION
Bachelor of Science
Mechanical Engineering,
1992 Auburn University,
Auburn, AL

EXPERIENCE
DiClemente Siegel Design Inc.
2014 – Present
Beardsley Design Associates
2011 – 2014
SGM Engineering, Inc.
2008 – 2011
X-NTH, Inc.
2005 – 2008
Jacobs Facilities, Inc.
2000 – 2005

Mr. Bykowski has over 20 years of experience as a mechanical engineer. His expertise includes HVAC and plumbing design, digital controls. Mike is a skilled problem-solver with the ability to drive projects forward in complex engineering environments. Mike holds a Bachelor of Science in Mechanical Engineering from Auburn University in Alabama, and is a registered Mechanical Engineer in the state of Florida and New York.

Project Experience

- Ft. Drum Helicopter Maintenance and Storage Hangar, Army Corp of Engineers, Ft. Drum, NY
- Ft. Drum Firing Range, Army Corp of Engineers, Ft. Drum, NY
- AIT Ft. Eustis, Army Corp of Engineers, Ft. Eustis, VA
- Ft. Drum Operation Readiness Training Center, Army Corp of Engineers, Ft. Drum, NY
- Ft. Drum Infrastructure Upgrade, Army Corp of Engineers, Ft. Drum, NY
- Hancock Field SCIF Renovation Project, New York Air National Guard, Mattydale, NY
- Lyon Oaks Clubhouse Heating, Oakland County Parks, Wixom, MI
- HVAC Piping Expansion Study, Public Library of Westland, Westland, MI
- Building 4, Tire Roll Resistance, Ford Motor Company, Dearborn, MI
- Crash Barrier Building, HVAC Upgrade P&CE, Ford Motor Company, Dearborn, MI
- Dynamometer Laboratory Building, 2017 Building Improvements, Ford Motor Company, Dearborn, MI
- Experimental Engines Building, Garage Tempering Study, Ford Motor Company, Dearborn, MI
- Safety Innovation Lab, Renovation, Ford Motor Company, Dearborn, MI
- Safety Renovation Lab, Calibration Laboratory Renovation, Ford Motor Company, Dearborn, MI
- Greektown Casino Team Dining Room Renovation, Greektown Casino, Detroit, MI
- Roof Top Unit Replacement, Greektown Casino, Detroit, MI
- Data Center Critical Systems Upgrade, The Auto Club Group, Dearborn, MI
- Blake Transit Center, Ann Arbor Transportation Authority, Ann Arbor, MI (LEED Gold)
- Hurlburt Field Child Development Center, Army Corp of Engineers, Mary Esther, FL
- Sand Lake Road Plant, Lockheed-Martin, Orlando, FL
- Publix Supermarket Renovation Design, Publix Supermarkets, Lakeland, FL
- Warner-Robins Air Force Base Energy Study, Southern Company, Warner-Robins, GA



Sam Molin Jr.
P.E., LEED AP

Electrical Engineer

30 Years of Experience
Lead Electrical Engineer

REGISTRATIONS
Professional Engineer
State of Michigan, 1993
State of Connecticut

EDUCATION
Bachelor of Science
Electrical Engineering, 1985
Western Michigan University

EXPERIENCE
DiClemente Siegel Design Inc.
9/1989 – Present

Edelstein Associates
Electrical Engineer
1988

DS&A Consulting Engineering
Electrical Engineer
1985 - 1988

AFFILIATION
U.S. Green Building Council

Mr. Molin has 30 years of experience as an electrical engineer. Being Director of Engineering, Sam is responsible for project management and administration of the Engineering Department at DSD. His specialties include designing electrical power systems including lighting and instrumentation and controls. He has provided engineering services for numerous primary and secondary electrical power distribution studies, and evaluations of electrical power systems and arc flash projects at hundreds of facilities over his career. Sam holds a Bachelor of Science in electrical engineering from WMU, and is registered in the State of Michigan. He is also part of the U.S. Green Building Council.

- Generator Replacement, Ann Arbor Fire Station 1, Ann Arbor, MI
- Milford Proving Ground, B-72 Chiller Plant Upgrade, General Motors
- Chiller Plant Substation, Michigan State University, East Lansing, MI
- Trenton High School, Chiller Installation, Trenton Public Schools, Trenton, MI
- Lighting Study and Solar Study for Water Treatment Plants, Charter Township of Waterford, Waterford, MI
- Township Hall and Courthouse, HVAC Controls Upgrade, Charter Township of Waterford, Waterford Township, MI
- Waterford Township Library Generator, Charter Township of Waterford, Waterford, MI
- Building Energy Audits, Charter Township of Waterford, Waterford Township, MI
- Town Hall, Fire Alarm Upgrade, Charter Township of Waterford, Waterford Township, MI
- Sewerage Building, Office Renovations and Addition Feasibility Study, City of Dearborn, Dearborn, MI
- Police Station, HVAC Upgrades, City of Dearborn, Dearborn, MI
- Emergency Operations Center, City of Dearborn, Dearborn, MI
- Fire Station No. 1, HVAC Renovation, City of Dearborn, Dearborn, MI
- Fire Station No. 2, HVAC Renovation, City of Dearborn, Dearborn, MI
- Fire Station No. 4, HVAC Renovation, City of Dearborn, Dearborn, MI
- Sewerage Building, Office Renovations and Addition Feasibility Study, City of Dearborn, Dearborn, MI
- Emergency Generator Installation Studies, City of Dearborn, Dearborn, MI
- Fourth Precinct, Public Service Mall, City of Detroit, Detroit, MI
- IT Server HVAC, City of Pontiac, Pontiac, MI
- Municipal Complex, Generator System Installation, City of Southfield, Southfield, MI
- Streetscape Lighting and Electrical Upgrades, City of Trenton, Trenton, MI
- Streetscape Lighting and Electrical Design, City of Trenton, Trenton, MI
- Fire Station No. 2, HVAC Upgrades, City of Trenton, Trenton, MI
- Energy Efficiency and Conservation Block Grant for Street Lighting and Roadway
- Livingston County, 911 Call Center, Livingston County, Howell, MI
- Powerhouse Electric Upgrade, Macomb County, Mt. Clemens, MI



John C. Ogle
PE, LEED AP

Electrical Engineer

40 Years of Experience

PROJECT ROLE
Electrical Engineer

REGISTRATIONS
Professional Engineer
State of Michigan
State of Colorado

EDUCATION
Bachelor of Science
Electrical Engineering
Michigan Technological
University

EXPERIENCE
DiClemente Siegel Design Inc.
6/1986 – Present

AFFILIATIONS
Institute of Electrical and
Electronics Engineers
Illuminating Engineering
Society of North America
International Association of
Electrical Inspectors
City of Southfield Electrical
Board
U.S. Green Building Council

Mr. Ogle has over 40 years of experience as an electrical engineer. John has the ability to analyze present facility conditions and make recommendations based on his extensive engineering knowledge and experience. His aptitude and background have prepared him for taking on long-running projects and/or those projects with a high degree of difficulty. John holds a Bachelor of Science in Electrical Engineering from the Michigan Technological University and is registered in the State of Michigan and Colorado. He is affiliated with many organizations including the international Association of Electrical Inspectors.

Project Experience

- Generator Replacement, Ann Arbor Fire Station 1, Ann Arbor, MI
- Larcom Secondary Chiller Replacement, City of Ann Arbor, Ann Arbor, MI
- Manoogian Hall, Chiller, Wayne State University, Detroit, MI
- Hatcher Library, Regional Central Chiller Plant, University of Michigan, Ann Arbor, MI
- Experimental Engine Building, Absorption Chiller Replacement, Ford Motor Company, Dearborn, MI
- Allen Park Test Laboratory, Chiller Modernization Study, Ford Motor Company, Allen Park, MI
- VEMC Chiller Replacement, Ford Motor Company, Dearborn, MI
- Jefferson St. Waste Treatment Plant, Chlorine Evaporator Upgrade, Detroit Water and Sewerage Department, Detroit, MI
- Springwells Treatment Plant, Electrical Renovations, Detroit Water and Sewerage Department, Detroit, MI
- Springwells Treatment Plant, Low Volt Rehabilitation, Phases I and II, Detroit Water and Sewerage Department, Detroit, MI
- Springwells Treatment Plant, Wash Water Pump Controls, Detroit Water and Sewerage Department, Detroit, MI
- Powerhouse Electric Upgrade, Macomb County, Mt. Clemens, MI
- Old County and Circuit Court Renovations, Macomb County, Mt. Clemens, MI
- Caro Center Campus Generator, State of Michigan, Caro, MI
- North Powerhouse, Steam Plant Upgrade, Wayne County Airport Authority, Detroit, MI
- Experimental Vehicles Building, Chiller Replacement, Ford Motor Company, Dearborn, MI
- Steam Generation Program, Study and Evaluation, Wayne State University, Detroit, MI
- Emergency Generator, Wayne State University, Detroit, MI
- Vehicle Energy Management Center, Electric Dynamometer Installation, Ford Motor Company, Allen Park, MI
- Beech Daly Technical Center, Rapid Prototype Dust Collectors, Ford Motor Company, Inkster, MI
- Beech Daly Technical Center, Server Room Panel Addition, Ford Motor Company, Inkster, MI

Larcom Secondary Chiller Replacement City of Ann Arbor Ann Arbor, Michigan

COMPLETION DATE
2014

CONSTRUCTION COST
\$240,000

RESPONSIBILITY
Architectural and Engineering
Services

REFERENCE
Mr. Matthew J. Kulhanek
Fleet & Facilities Manager
734.994.9124



The Larcom City Hall was being served by a 150 ton Tecogen gas-fired chiller. The load on the building was somewhat less than the 150 ton capacity and during the shoulder season the 150 ton capacity was oversized. It was estimated that the shoulder season load is between 70 and 80 tons.

DSD was commissioned to assess the building and evaluate electrical and control systems for a new secondary chiller. A new 70 Ton chiller was installed on the roof above the sixth floor north office space.



Library Chiller Replacement Michigan State University East Lansing, Michigan

PROJECT COST
\$9,500,000

GROSS AREA
17,000 SF

RESPONSIBILITY
Architectural and Engineering
Design Services



Michigan State University (MSU) commissioned DSD to conduct a study and ultimately to design the replacement of the chillers cooling towers, a wing's major HVAC unit and associated equipment in the main library.

Two existing two-stage, 750-ton steam absorption chillers were

proposed to be removed and replaced with two single-stage, 1,000-ton steam absorption chillers. The increased capacity allowed the library to serve as a chiller plant for adjacent buildings.

Supporting equipment replacement was designed to match the capacity of the chillers. This equipment included:

- Removal of two existing three-cell evaporative updraft cooling towers and replacing with new cooling towers
- Removal of existing three condenser water pumps and replacing with new variable speed condenser water pumps
- Removal of existing three primary chilled water pumps and replacing with similar

In addition, the existing chilled water and condenser water piping in the mechanical room and at the cooling tower on the roof was modified to accommodate the new installation and capacity. The chemical treatment system for the chilled water and condenser water systems was replaced to accommodate the new installation and to bring them up to current MSU standards.

The existing steam pressure reducing valve (PRV) stations and piping serving the chillers were proposed to be replaced. The direct digital controls were upgraded to connect the new/revised equipment. Existing chilled water coils and miscellaneous equipment were also replaced.

New wall openings into the chiller room for equipment entry were provided and restored after the equipment was installed. New roof structural steel was necessary for the equipment entry and installation.

Five smaller HVAC units were consolidated into a new single 20,000 CFM unit and the zones were converted to variable volume. The replacement was designed to be phased to minimize disruption to the library.

The existing 500 kVa substation was replaced with a new 1500 kVa double-ended substation. The system was designed to allow for minimal downtime of the building electrical power. A new sub-grade substation room was constructed to accommodate the new substation including area ways to allow for room ventilation.



Generator Replacement Ann Arbor Fire Station 1 Ann Arbor, Michigan

COMPLETION DATE
2018

CONSTRUCTION COST
\$270,000

RESPONSIBILITY
Architectural and Engineering
Design

REFERENCE
Mr. Matthew J. Kulhanek
Fleet & Facilities Manager
734.994.9124



The City of Ann Arbor planned to replace the existing diesel powered generator located in the basement parking garage of Fire Station #1 with a new natural gas powered unit. The City planned to install a new generator in order to provide emergency power to all fire operations in the building including a portion of the building that houses the emergency dispatch center.

DSD provided various conceptual design options for the generator. The conceptual options considered the generator type, size, maintenance, noise/vibration, structural requirements, warranty and order of magnitude construction cost for each.



Additional architectural and engineering services were required to also install a new 200 KW/ 250 KVA natural gas generator on the roof of Fire Station No. 1. The additional location required reinforcement of the existing roof structure as well as minor renovation to the interior of the facility.



COMPLETION DATE
2012

RESPONSIBILITY
Architecture and Engineering
Design Services

AEC Chiller Replacement Ford Motor Company Dearborn, Michigan

The 600-ton steam absorption chiller in the Ford Motor Company's Automotive Engineering Center (AEC) was in need of replacement. DSD was commissioned to provide architectural and engineering services for this project. The previous chiller was replaced with a 600-ton electric centrifugal chiller with a VFD and premium efficiency motor. The steam supply and condensate returns were demolished to outside the construction zone. The same occurred for the chilled water and condenser water piping so as to facilitate the hoisting of the new chiller through the hoist-way. The refrigerant monitoring system was also replaced with new monitors and control panel to initiate the purge cycle. Chiller controls were migrated to the new Tridium central system.

COMPLETION DATE
2012

RESPONSIBILITY
Architecture and Engineering
Design Services

Fuel Cell Center Process Chilled Water Modifications Ford Motor Company Dearborn, Michigan

The 80-ton process chilled water system at the Fuel Cell Center (FCC) serves process areas throughout the FCC building. The system was modified to a primary/secondary chilled water system previously by DSD. A second roof mounted 80-ton air cooled chiller was needed to meet the process cooling load.

The new chiller connects to previously existing roof mounted branch piping. Additional motorized isolation valves were provided to control flow through the existing and the new chiller based on the chilled water load. These valves are controlled by the existing building energy management system. New structural steel, installed above the corridor ceiling, was necessary to support the new chiller. Roof penetrations and flashing were required for the structural support. Electrical power was extended from the existing building power to supply the chiller. The existing building direct digital control (DDC) system controls and stages the new chiller.

COMPLETION DATE
2011

RESPONSIBILITY
Architecture and Engineering
Design Services

Fuel Cell Center Process Chilled Water Modifications Ford Motor Company Dearborn, Michigan

Wings D and E at the Dynamometer Laboratory Building previously used cooling tower water for cooling of charge air coolers in approximately twenty-eight dynamometer sites. The cooling tower water temperature and purity did not meet engine test requirements. Scaling that is formed at high air cooler temperatures causes a high rate of failure of charge air coolers. In addition, an existing 30-ton chiller was used for cooling of engine fuel cabinets. The intent of this study was to replace the existing 30-ton chiller with a new 30-ton chiller and to tap the fuel cabinet branch piping to each cell and add a new heat exchanger for cooling of the charge air coolers.



Powerhouse Chiller Replacement

Huron Valley Schools

Highland, Michigan

PROJECT COST
\$550,000

RESPONSIBILITY
Architectural and Engineering
Design Services



The Power Plant, serving Lakeland High School, White Lake Middle School and Lakewood Elementary School was built in 1974. The chiller installed at the power plant, a Trane Centravac, water-cooled, centrifugal chiller, had reached the end of its expected service life and required replacement. The cooling tower, pumps and electrical gear associated with the chiller had also reached the end of their service life and required replacement.

Huron Valley Schools commissioned DSD to provide architectural, mechanical and electrical engineering services for the chiller replacement at the Power Plant. DSD's scope of work included developing cost savings figures and budgetary costs as well as providing construction documents for the replacement of the chiller, cooling tower, pumps, miscellaneous accessories and controls, and electrical service replacement.

An additional benefit of this equipment upgrade was the higher system efficiency and reduced energy cost achieved with the new equipment. Newer technology and controls allow the centrifugal chillers to have significantly better efficiency than the existing chiller. Variable frequency drives and DDC controls were also implemented to increase the overall efficiency of the chiller plant.

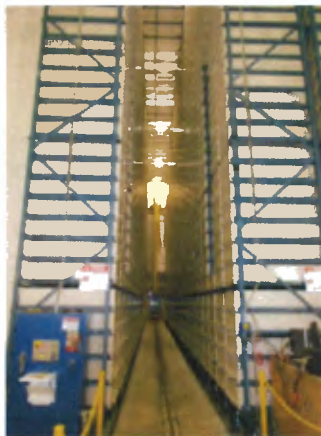
Once design began, DSD established the approximate budget for the mechanical systems, based on the type and quality of system desired by the owner. The project was estimated to confirm the design was within budget. Documents were issued for construction phase services.

Halle Library ARC Room Eastern Michigan University Ypsilanti, Michigan

PROJECT COST
\$1,950,000

RESPONSIBILITY
Architectural and Engineering
Design Services

REFERENCES
Mr. Scott Storrar
Director, Facilities Planning
and Construction
734.487.5249



The Eastern Michigan University (EMU) Halle Library Automated Retrieval Collection (ARC) room is a three-level book storage space that is approximately 108 ft. x 83.5 ft. x 53 ft. high and is partially below grade. There is an automated system within this space that locates and retrieves books from the high density storage system.

The collection materials housed within the space had experienced an inactive mold that was putting the University's collections at risk. The environmental conditions within the space had not met the library staff's expectations for temperature and humidity control since the library was originally constructed in 1997.

Since the existing systems were not achieving these conditions, the University was renting a 5,000 CFM portable desiccant dehumidifier which was costing \$20,000 per month in rental charges, to attempt to approach the conditions. DSD completed a study in 2012 identifying a permanent solution to the HVAC issues within this space. The study identified multiple options with different expected temperature and humidity ranges and with various budget levels. After discussions that included the highest levels of the EMU administration, EMU selected an option with an expected temperature range of 65°F ± 3°F and expected humidity levels of 45% RH ± 3%.

The approved option included implementing the project in two phases:

Phase I

- Site work to accommodate new air-cooled chillers including concrete slab, retaining wall, housekeeping pads, metal fencing, gate and miscellaneous site work.
- Installation of new chilled water system complete with pre-purchased air cooled chilled, circulating pumps and distribution piping.
- Installation of pre-purchased dehumidification unit DHU-1 with complete supply and return duct work to ARC room.
- Architectural improvements within the ARC room including enclosure at the upper extension door, new vestibule at lower door, painting of CMU at materials staging, painting of path of egress, and patching of existing concrete floor slab.
- Rough in piping and duct work for Phase II.

Phase II

- Demolition and removal of sections of existing air handling unit AHU-3 including duct work and service piping as indicated.
- Installation for new pre-purchased sections of air handling unit AHU-3 complete with supply and return duct work and service piping.
- Revisions to the overhead supply air system in ARC room.
- New air supply system in Retrieval Room 118.
- Two new vestibules into Retrieval Room 118.
- Partial closure of wall openings between ARC Room and Retrieval Room 118.

Challenges during the study and design process included aligning the expectations for temperature and humidity with the budget, setting up the project phasing and limiting acoustical issues from the new chiller.

All construction and equipment installation was completed by August 2013 in time for the beginning of the fall semester.



Olin Health Center Chiller Replacement

Michigan State University East Lansing, Michigan

PROJECT COST
\$2,100,000

GROSS AREA
105,800 SF

RESPONSIBILITY
Architectural and
Engineering Design
Services



The Olin Health Center is the main location for Michigan State University (MSU) Student Health Services. The building was built in 1939 and was renovated in 1956 and 1969. It has three floors and a basement for a total of 105,800 square feet.

The building was served by a 100-ton water cooled chiller and an 8-ton water cooled chiller located in the basement. These chillers served air handling units in the building. Many other areas of the building were served by other stand-alone air conditioning systems such as window AC units or had no air conditioning at all. The chiller system discarded its condenser heat to an evaporative cooling tower which was shut down each fall and restarted each spring. Thus when there were warm days during that time, no chilled water cooling was available.

MSU commissioned DSD to provide architectural and engineering design services to replace the chiller and improve cooling conditions at the Olin Health Center. This project was the first phase of a multi-phase upgrade based on a study conducted by DSD for MSU in 2006.

DSD designed a new air cooled chiller located outside near a parking garage for sound isolation. The new chiller was installed behind a screen wall enclosure with new underground piping extending to the building. The existing steam PRV stations, building water heaters, and vacuum pump were also replaced. The building's emergency natural gas generator was replaced with a new one that provided reliable standby energy for the facility. Also all the electrical panels in the building were replaced.

The project was phased in order to keep the building in operations during construction. The result was an updated cooling system that kept the entire building cooled during warm weather.

High School Chiller Replacement & Ice Storage System Trenton Public Schools Trenton, Michigan

CONSTRUCTION COST
\$489,000

GROSS AREA
301,000 SF

RESPONSIBILITY
Architectural and Engineering
Design Services



Trenton High School had a student population of approximately 1,050 students. The 301,000-square-foot building was 51 years old, and due to a good maintenance program, the HVAC systems had delivered many years of service.

In its ongoing program to upgrade heating, ventilating, and air-conditioning systems (HVAC), Trenton Schools retained DSD to perform an evaluation of the existing mechanical system in the two-story north wing of the large high school building. The wing was built around 1968.

The study determined that the 35-year-old absorption chiller and cooling tower required replacement. The DSD study compared replacement options that included partial and full ice storage systems. The study results indicated that a partial ice storage system had a good economic payback. Trenton Schools approved the DSD recommended system.

DSD replaced the existing absorption chiller and cooling tower with one 100-ton air-cooled, electric rotary chiller and four 190-ton-hour ice storage tanks. Upgrades to the air handling system included the addition of a dedicated outdoor air-cooling coil and ductwork revisions for the coil installation. DDC controls were added for all new equipment and extended to the existing air handling unit.

The ice storage system reduced the building's peak electrical load yet had less first costs than a full ice storage system. The new chiller installed in the north wing was 1/2 the size of the required chiller. The ice tanks made up the remainder of the required capacity. The electrical peak demand was reduced because the chiller made ice in storage tanks during off peak times in the evening hours. The ice was melted during the day to chill the water that was distributed to the air-handling unit.

Flint Federal Building Chiller System Replacement General Services Administration (GSA) Flint, Michigan

RESPONSIBILITY
Mechanical and Electrical
Engineering Services



Old Equipment



The Flint Federal Building's chiller system was in poor shape and required replacement. The previously existing system consisted of two chillers and pumps located in the basement and two cooling towers located on the roof.

DSD provided mechanical and electrical engineering services for the chiller system replacement. The new system consisted of air-cooled scroll type chillers which used glycol and meet energy star requirements, and reduced the amount of energy required to operate the system. The new chiller system was sized per GSA PBS standards which was two chillers sized at 67% of peak capacity. The new chillers were located on the roof as opposed to in the basement. The previously existing electrical system was modified to service the new chiller system as well.



DiClemente Siegel Design Inc.
Engineering and Architecture
28105 Greenfield Road Southfield, Michigan 48076
248.569.1430 FAX 248.569.0096
EMAIL mktg@dsonline.com ISO 9001 2008 Registered

February 23, 2018

City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48104

Attn: Mr. Matt Kulhanek
Fleet & Facilities Manager

Re: Proposal for Professional Services
City of Ann Arbor
Larcom City Hall – Chiller Replacement Project
DSD Proposal No. 18-9413.06

Dear Mr. Kulhanek:

DiClemente Siegel Design Inc. (DSD) is pleased to present this proposal to the City of Ann Arbor (AA) for the above referenced project. Our understanding of the project is based on the AA request for proposal, issued February 6, 2018.

PROJECT DESCRIPTION

The City of Ann Arbor plans to replace the existing primary chiller unit for the Larcom City Hall building with a new energy efficient unit. The building is currently served by a 150 ton natural gas fired chiller with an evaporative cooling tower, and a second rooftop air cooled 70 ton scroll chiller. The second unit was installed in 2014 to provide air conditioning during the shoulder seasons and for redundancy to the facility. The City of Ann Arbor wants to explore and evaluate chiller technology options to provide an energy efficient and environmentally friendly unit. The new chiller unit is to be integrated into the City's Automated Logic Control system.

DSD proposes to provide architectural and engineering services for this project.

SCOPE OF SERVICES

1. Attendance at a project kick-off meeting.
2. Review of existing record documents.
3. Field observations of existing conditions.
4. Review of chiller technologies including alternative fuel chillers, air and water cooled units, absorption, ice enhanced, closed and open loop systems. Evaluation of these chiller options for cost, efficiency, maintenance needs, life span, life cycle cost and suitability for the facility.

5. Preparation of a written summary of these chiller options. Work with the City of Ann Arbor project representative to prepare a recommendation to the City on the best technology for this project.
6. Based upon the City's selection of a technology approach for the project, we will review various manufacturers for the selected chiller technology, sizes and options in order to determine the basis of design. Considerations will to include, system cost, operating efficiency, maintenance, noise/vibration, weight and warranty.
7. Preparation of an assessment of impacted building structure (including the roof) in order to determine the necessary modifications to support to proposed system.
8. Evaluation of the electrical (or alternate power source) and control systems to confirm that they are adequate for the proposed system.
9. Preparation of construction documents (plans and specifications) for the bidding and installation of the proposed system, including:
 - a) Demolition and removal of the existing chiller and related appurtenances
 - b) Building modifications
 - c) Vibration /acoustical improvements
 - d) Electrical/control system modifications
10. Attendance at up to two (2) planning meetings.
11. Preparation of 30 percent preliminary design documents including a design analysis narrative and one-line schematic documentation.
12. Submission of 30 percent and 100 percent review documents.
13. Attendance at 30 percent and 100 percent review meetings.
14. Development of construction documents to include drawings and specifications for one (1) bid package.
15. Revision of the documents to incorporate Owner's review comments based on the contracted scope of work.
16. Review submitted bids and development a summary and recommendation on the bids to the City of Ann Arbor.
17. Construction phase services including:
 - a) Attendance at a construction kick-off meeting with the Contractor.
 - b) Review of shop drawing submittals for materials and equipment specified and requested by DSD, including balance and start up reports, where applicable.

- c) Preparation of bulletins to clarify construction documents.
 - d) Attendance at up to two (2) field observations and/or construction meetings.
 - e) Preparation of a final punch list.
18. Preparation of record drawings at the completion of construction based on contractor provided documentation.

CLIENT RESPONSIBILITIES

It is understood that AA will provide the following information and/or assistance to DSD:

- 1. Operational personnel to be present during DSD field investigations.
- 2. Architectural, structural, mechanical, and electrical record drawings.
- 3. Assignment of a single project manager to serve as liaison between AA and DSD.
- 4. Daily on-site supervision of the construction process.
- 5. The handling of services related to hazardous substance testing, removal or abatement.
- 6. The opening of panel boards and/or other electrical gear to facilitate as-built documentation development within equipment.

CONSULTANTS

We propose to utilize the following consultants:

Structural: Desai Nasr Consulting Engineers
Acoustical: Kolano and Saha, Inc.

FEE

We propose to provide our services on a lump sum fee basis to be billed on a monthly % complete basis for the project.

Our proposed lump sum fee is broken down as follows:

Technology Evaluation (Scope Items 1 – 5)

Our proposed lump sum fee is **Six Thousand Three Hundred Seventy Five (\$6,300.00) Dollars,**

Project Evaluation (Scope Items 3 -5)

Our proposed lump sum fee is **Ten Thousand Five Hundred (\$10,500.00) Dollars,**

Contract Documents and Bidding Phase (Scope Items 6)

Our proposed lump sum fee is **Sixteen Thousand (\$16,900.00) Dollars,**

Construction Phase Services(Scope Items 7 - 8)

Our proposed lump sum fee is **Eight Thousand Four Hundred (\$8,400.00) Dollars,**

Total Fee

Our total proposed lump sum fee is **Forty Two Thousand One Hundred (\$42,100.00) Dollars.**

Reimbursable expenses will be billed at cost and will include those items listed in Attachment A

SERVICES NOT INCLUDED

The following services are not included in our fee proposal or scope of services:

1. Changes to the documents previously accepted as the project scope. This includes any value engineering/value analysis services after the establishment of a budget and related scope.
2. Development of front end sections of the specification (to be provided by AA).
3. As noted in the RFP, structural engineering is not included. If structural modifications are required, an additional fee will be negotiated for this segment of the work. (Consultant will be Desai Nasr Consulting Engineers)
4. Responsibility for any testing or construction means, methods, techniques and job site safety.
5. Preparation of bulletins during construction due to unforeseen site conditions or Owner revisions to completed design work.
6. Corrective action for any existing architectural, structural, mechanical, or electrical system deficiencies, unless specifically included in the Project Description and fee for this project.
7. Services of a full-time Resident Engineer.
8. Preparation of Operating and Maintenance Manuals.
9. Commissioning during the construction phase.
10. Documentation of arc flash requirements or labeling for any electrical panels, control panels, bus plugs, etc., added with this project.

ADDITIONAL SERVICES

If we are requested to increase the scope of services beyond that which is defined within this proposal or if we are required to make changes during the preparation of the documentation after the approval of the basic concepts, we will provide services for a fee negotiated on the basis of the additional work requested.

SCHEDULE

We can begin the work one (1) week after your written authorization to proceed and anticipate completion based on the proposed schedule is included for your consideration as part of this proposal.

INSTRUMENTS OF SERVICE

The contract documents are Instruments of Service for use solely with respect to this Project. DSD and DSD's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. DSD grants to the Owner a nonexclusive license to reproduce DSD's Instruments of Service solely for purposes of constructing, using and maintaining the Project.

INVOICES AND PAYMENTS

Invoices for our engineering services will be submitted monthly as the work progresses. Reimbursable expenses will be billed as we are billed by the appropriate vendor. Payments are expected within 30 days after your receipt of our invoices. Interest shall be due and payable on all past due accounts at the rate of 1-1/2 percent per month.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

Mr. Matthew Kulhanek
DSD Proposal No. 18-9413.06
February 23, 2018
Page 6

INSURANCE

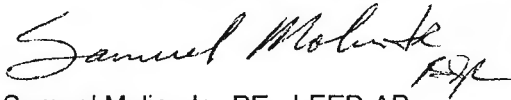
For the protection of our clients and our firm, we carry professional and general liability insurance. A copy of our certificate of insurance will be provided upon request.

We will maintain the fee quoted herein firmly for 60 days. If you require any additional information, please contact this office.

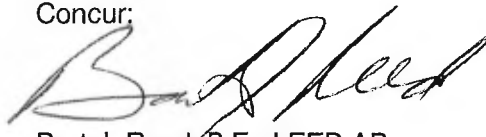
Sincerely,

DICLEMENTE SIEGEL DESIGN INC.

Concur:



Samuel Molin, Jr., PE., LEED AP
Executive Vice President
Director of Engineering



Bart J. Reed, P.E., LEED AP
President

Enclosure: Acceptance Form
 FRS1000 – Rate Schedule
 Attachment "A"

/jsr

ACCEPTANCE

If this proposal meets with your approval, please indicate your authorization to proceed by signing this ACCEPTANCE and returning a copy to us.

ACCEPTED BY: _____
(Signature)

NAME: _____

TITLE: _____

DATE: _____

PURCHASE ORDER #: ** _____

**Please reference our proposal on your purchase order as follows:

Terms and conditions shall be in accordance with those outlined in the DiClemente Siegel Design Inc. Proposal No. 18-9413.06, dated February 23, 2018.



DiClemente Siegel Design Inc.
Engineering and Architecture
20105 Greenfield Road Southfield, Michigan 48076
248 589 1430 FAX 248 589 0096
EMAIL: info@dsdesign.com ISO: 9001 2008 Registered

LEVEL, CLASSIFICATION & FLAT RATE SCHEDULE

<u>LEVEL</u>	<u>CLASSIFICATIONS</u>	<u>RATE</u>
1.0	Draftsperson I/Clerical I	\$ 52.50
1.5	Draftsperson II/Clerical II	\$ 55.00
2.0	Draftsperson III/Typist	\$ 57.50
2.5	CAD Designer I/Secretary I	\$ 60.00
3.0	CAD Designer II/Secretary II	\$ 65.00
3.5	CAD Designer III/Admin. Secretary	\$ 67.50
4.0	Designer I/Draftsperson IV	\$ 70.00
4.5	Designer II/Technician I	\$ 75.00
5.0	Designer III/Architect I	\$ 80.00
5.5	Engineer I/Architect II	\$ 85.00
6.0	Engineer II/Architect III	\$ 90.00
6.5	Engineer III/Architect IV	\$ 95.00
7.0	Engineer IV/Architect V	\$100.00
7.5	Engineer V/Sr. Architect I	\$105.00
8.0	Senior Engineer I/Sr. Architect II	\$110.00
8.5	Senior Engineer II/Sr. Architect III	\$115.00
9.0	Associate (Engineer/Architect)	\$135.00
9.5	Senior Associate (Engineer/Architect)	\$140.00
10.0	Department Head/Project Executive	\$145.00
11.0	Senior Department Head/Project Executive	\$150.00
12.0	Principal	\$160.00

Classification Billing Rates to be applied for Professional Services from
December 31, 2017 through December 31, 2018.

FRS1000 – 2018

**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, including but not limited to an acceptable affirmative action program if applicable.
- (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.

DiClemente Siegel Design Inc.

Company Name



Signature of Authorized Representative

Date

Bart Reed, President

2/23/18

Print Name and Title

28105 Greenfield Rd, Southfield MI 48076

Address, City, State, Zip

(248) 569.1430 | bart@dsonline.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

**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 \$13.13/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 \$14.65/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 (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.

DiClemente Siegel Design Inc.

Company Name

28105 Greenfield Rd.

Street Address

Signature of Authorized Representative

Date

Southfield, MI 48076

City, State, Zip

Bart Reed, President

Print Name and Title

(248) 569.1430 bart@dsonline.com

Phone/Email address



Vendor Conflict of Interest Disclosure Form

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:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input checked="" type="checkbox"/> Other (please describe in box below)
No conflict of interest.	

*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:		
DiClemente Siegel Design Inc.	(248) 569.1430	
Vendor Name	Vendor Phone Number	
	2/23/18	Bart Reed, P.E., LEED AP
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org



DiClemente Siegel Design Inc.
Engineering and Architecture

28105 Greenfield Road
Southfield, Michigan 48076

Phone: 248.569.1430
Fax: 248.569.0096

www.dsdonline.com



Chiller Replacement Project – Larcom City Hall

Request for Engineering Proposals

Issued: February 6, 2018

Due: February 23, 2018 at 10:00 am

Owner's Representative: Matthew Kulhanek, Fleet & Facilities Manager

Proposed Project – The City plans to replace the existing primary chiller unit for the Larcom City Hall building with a new energy efficient unit. The building is currently served by the primary chiller unit, a 150 ton unit powered by a natural gas fired marine grade engine utilizing a cooling tower, and a secondary chiller unit, a rooftop mounted 70 ton air cooled scroll chiller. The secondary unit was installed in 2014 to provide cooled air during the shoulder seasons and overall redundancy to the facility. The City of Ann Arbor will explore and evaluate chiller technology options to provide an energy efficient and environmentally friendly unit. The new unit must be integrated into the City's Automated Logic Control system.

Scope of Work – The intent of this RFP is to have the consultants under consideration specifically address the services required and provide a well considered price proposal for those services. The Owner is looking for a turnkey approach where the consultant will provide the following:

- 1) Review chiller technologies including alternative fuel chillers, air and water cooled units, absorption, ice enhanced, closed and open loop systems. Evaluate these chiller options for cost, efficiency, maintenance needs, life span, life cycle costs and suitability for our facility.
- 2) Prepare a written summary of these chiller technology options. Working with the Project Representative, prepare a recommendation to the City on the best technology for this project.
- 3) Upon the City's selection of a specific chiller technology for the project, review different manufacturers of the selected chiller technology, sizes and options to determine the basis of design; considerations should include, but not be limited to, system cost, operating efficiency, maintenance, noise/vibration, weight and warranty.
- 4) Provide an assessment of any impacted building structure (including the roof) to determine necessary modifications to support the proposed system.

- 5) Evaluate electrical (or alternate power source) and control systems to ensure they are adequate to meet the proposed system.
- 6) Provide detailed technical specifications and drawings for supply and installation of the proposed system; this should include any building enhancements, vibration/acoustical improvements and electrical/control system needs; demolition and removal of the old primary chiller and related appurtenances; the Owner will provide bid specification front ends and handle the bid process; provide recommendations on the bids to the Owner.
- 7) Review shop drawings and other submittals from the selected contractor; provide basic construction administration services including site visits as needed.
- 8) Provide inspection of the installed system, monitor system startup and integration with BCMS, prepare punchlists and provide project closeout/sign-off.

Please note any significant steps that the consultant feels are important to the success of the project that may not be addressed in the above listed scope of work.

Consultant Information – The consultant should provide general information on the firm, a statement of qualifications, a list of the primary personnel and their qualifications who will be working on the project, and any sub-consultants expected to be retained for the project. A conceptual schedule should also be provided.

Fees –

- 1) Provide your preliminary fee structure based on the scope of work indicated above, including anticipated reimbursable costs.
- 2) Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.
- 3) The preliminary fee structure should include an estimate of anticipated hours per employee classification, with the fee schedule broken down as follows:
 - a) Technology evaluation (scope items #1-2)
 - b) Project evaluation (scope items # 3-5)
 - c) Specifications and bidding (scope item # 6) Note: If structural changes to the building are necessary, an additional fee will be negotiated for this segment of work.
 - d) Construction administration services (scope items # 7-8)

Two copies of your submittal should be emailed to mjkulhanek@a2gov.org no later than 10 am on Friday, February 23, 2018. Please contact me via email or at 734.794.6312 if you have any questions.



Vendor Conflict of Interest Disclosure Form
--

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:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*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:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

**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 \$13.13/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 \$14.65/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 (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.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because 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.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to 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 for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20__.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, 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 _____
Project name

II. DURATION

This Agreement shall become effective on _____, 20__, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
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 contract sum 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.
- 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.

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 Section 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) 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 during the life of this contract 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 which may arise under this contract; 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. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and 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-admitted 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 necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. 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.
- E. 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 in this Agreement 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

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

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 with any affixed exhibits, schedules or other documentation, 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.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

**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)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the 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 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which 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 Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 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 which 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.
- 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 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; name of insurance company; name and address 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 shall 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) to the City. If any of the above coverages expire by their terms during the term of this contract, 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.