

Ann Arbor Downtown Development Service Agreement

Service Agreement Between
Pullman SST, Inc. and Ann Arbor Downtown Development Authority

The Ann Arbor Downtown Development Authority, a Michigan municipal corporation, having its offices at 415 North Fifth Avenue, 2nd Floor, Ann Arbor, Michigan 48104 ("DDA") and Pullman SST, Inc., a Delaware corporation, having its offices at 280 West Jefferson, Trenton, MI 48183 ("Contractor"), agree as follows on this day of June 3, 2026.

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

I. Definitions

Ann Arbor Downtown Development Authority, also referred to as the DDA or the Owner.

Contract Administrator means the DDA representative authorized by the Ann Arbor Downtown Development Authority to act on the behalf of the Ann Arbor Downtown Development Authority.

Supervising Professional as defined in the General Conditions shall mean the Contract Administrator.

Design Professional means Fishbeck. Fishbeck is the lead designer, references to "Architect" or "Engineer" within the project specifications will generally refer to Fishbeck or a consultant to Fishbeck.

Project means The Ann Arbor DDA Parking Structures Restoration 2026.

II. Duration

This Agreement shall become effective on June 3, 2026, and shall remain in effect until satisfactory performance of all services or June 4, 2027, whichever occurs first, unless terminated for breach or as provided in this agreement.

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

B. The entire work for this Contract shall be completed within the time period shown below. Shorter completion times for certain portions of the work are specified in the Detailed Specifications.

1. Anticipated Contract Notice to Proceed: June 19, 2026
2. Construction: July 1, 2026 through October 31, 2026 and
April 12, 2027 through June 4, 2027
3. Substantial Completion: June 4, 2027

C. Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the DDA, as liquidated damages and not as a penalty, an amount equal to \$500.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the DDA shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 19 of the General Conditions.

III. Services

- A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:
1. Contract and Exhibits
 2. Construction Documents, dated April 27, 2026
 - a. Exhibit 1: Drawing Cover Sheet (G001)
 - b. Exhibit 2: Specification Table of Contents (00 01 10)
 3. Addenda
 - a. Addendum No. 1, dated May 6, 2026
 - b. Addendum No. 2, dated May 14, 2026
 4. Bid Proposal of Contractor, dated May 21, 2026
 - a. Exhibit 3: Cover Page and Table of Contents
 - b. Exhibit 4: Proposal Form (P1-P2)
 - c. Exhibit 5: Bid Form (BF1-BF13)
 5. Exhibit 6: General Conditions (GC1-GC12)

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement 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. Location: The Contractor shall provide all of these services at the locations specified.
- E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the DDA except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IV. Relationship of Parties

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the DDA. Nothing contained in this agreement shall be deemed to constitute any other relationship between the DDA and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the DDA, and is not granted any authority to assume or create any obligation or liability on the DDA's behalf, or to bind the DDA in any way.

- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City of Ann Arbor for any contract, debt, or any other obligation to the City including real or personal property taxes. The DDA shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. Compensation of Contractor

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid. The total fee to be paid the Contractor for the services shall not exceed One Million Four Hundred Forty-Eight Thousand Six Hundred Twenty-Five (\$1,448,625). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. Insurance; Indemnification

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself, the DDA, PCI Municipal Services, and the Design Professional from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The insurance coverage afforded by the contractor to the DDA and the Design Professional shall be primary and not excess or contributory to any insurance the DDA or Design Professional may have on its own. The following insurance policies are required:

1. 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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor, the Ann Arbor DDA, PCI Municipal Services, and the Design Professional shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$2,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability,
or both combined.

\$4,000,000 Per Job General Aggregate

\$2,000,000 Personal and Advertising Injury

\$4,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor, the Ann Arbor DDA, PCI Municipal Services, and the Design Professional shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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.
4. Umbrella/Excess Liability Insurance shall be provided to apply 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 VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the DDA or the City of Ann Arbor may possess, including any self-insured retentions the DDA or City of Ann Arbor may have; and any other insurance the DDA or the City of Ann Arbor 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 DDA or the City of Ann Arbor.
- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the DDA before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the DDA. 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. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the DDA. 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 to the DDA at least ten days prior to the expiration date.
- D. 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 DDA.
- E. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City of Ann Arbor, PCI Municipal Services, the Design Professional, and the DDA its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the DDA for losses or damages caused by or resulting from the DDA's sole negligence.

VII. Compliance Requirements

- A. Nondiscrimination. The Consultant agrees to comply and to require its subcontractor to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions 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. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. 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; 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 Contractor

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.
- C. The Contractor warrants that it is not, and shall not become overdue or in default to the City of Ann Arbor for any contract, debt, or any other obligation to the City of Ann Arbor including real and personal property taxes.

IX. Termination of Agreement; Rights On Termination

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.
- B. The DDA may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement.
- 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 DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA 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 the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. Obligations of The DDA

- A. The DDA agrees to give the Contractor access to staff and DDA managed properties as required to perform the necessary services under the agreement.
- B. The DDA shall notify the Contractor of any defects in the services of which the DDA has actual notice.

XI. Assignment

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the DDA. Notwithstanding any consent by the DDA 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 DDA.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. 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 delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

Pullman SST, Inc.
280 West Jefferson
Trenton, MI 48183
Attn: Victor Juncaj, Senior Branch Director

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

Ann Arbor DDA
415 North Fifth Avenue, 2nd Floor
Ann Arbor, MI 48104
Attn: Jada Hahlbrock, Parking Manager

XIII. 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 or other circumstances.

XIV. Choice of Law

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the DDA agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. Extent of Agreement

This agreement represents the entire understanding between the DDA and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the DDA.

For Contractor

By _____
Authorized Representative

For The City of Ann Arbor DDA

By _____ Jada Hahlbrock, DDA Parking Manager

By _____ Maura Thomson, DDA Executive Director