

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND NEW CINGULAR WIRELESS PCS,  
d/b/a AT&T MOBILITY REGARDING RESPONSIBILITIES AND COST ALLOCATION FOR ROOF  
REPLACEMENT FOR THE CITY'S WATER TREATMENT PLANT (AT&T SITE MI2855)

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City"), and New Cingular PCS, LLC, a Delaware limited liability company, d/b/a, AT&T Mobility ("AT&T"), for the roof replacement required to accommodate AT&T Site MI2588, the City's Water Treatment Plant ("Site"). The construction for the Water Treatment Plant roof replacement is hereinafter referred to as the "Project." Relevant details and scope of the Project completed by Fishbeck Engineering are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Whereas, AT&T has installed wireless facilities and is proposing modifications at the City's Water Treatment Plant, pursuant to an existing license agreement;

Whereas, the City and AT&T have agreed to replace the roof at the City's Water Treatment Plant;

Whereas, the City and AT&T have expressed interest in working cooperatively on the Project;

Whereas, the City will publish a Request for Proposals ("RFP") to competitively bid for the construction work to complete the Project;

Whereas, AT&T will be responsible for funding seventy percent (70%) of the total Project cost;

Whereas, the City will be responsible for funding thirty (30%) of the total Project cost;

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

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

1. The City and AT&T shall undertake and complete the construction phase of the Project in accordance with the terms of this Agreement. The City will issue an RFP for the construction phase of the Project, evaluate responses, and select a contractor in accordance with the City's procurement requirements and procedures. The City retains sole decision-making authority with respect to the RFP and retains the sole right to select a bidder.
2. AT&T will contribute seventy percent (70%) of the total Project cost;
3. The City will contribute thirty percent (30%) of the total Project cost;
4. AT&T's contribution toward the total Project cost shall not exceed two hundred thirteen thousand dollars (\$213,000).

5. The City will enter into a contract with the Contractor for the Project. The City will administer the contract and related work necessary for the completion of the Project.
6. Once the contract has been approved and work has commenced, the City will invoice AT&T, with sufficient detail in the invoice to show all of the costs incurred by the Contractor. AT&T shall reimburse the City for AT&T's portion of the contract costs within 30 days of receipt of an invoice from the City.
7. Notwithstanding AT&T's funding of a share of the Project, the parties agree that responsibility for management of the Project, including all aspects of the contract with the Contractor, rests with the City.
- 8.
9. Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of AT&T or the City.

CITY OF ANN ARBOR, a Michigan  
municipal corporation

NEW CINGULAR PCS, LLC, d/b/a  
AT&T MOBILITY,


By:  4/26/2025  
Josh Baron, Director IT

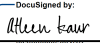
By:   
Terrance Lundquist, Real Estate & CM

By:  4/14/2025  
Manny Montoya, Cellular Infrastructure Manager

By: \_\_\_\_\_

Approved as to substance:

By:  4/28/2025  
Milton Dohoney Jr., City Administrator

By:  4/28/2025  
Aileen Kaur, City Attorney

## **EXHIBIT A**

Attached as Exhibit A is the Scope of Services for the Project.

### **SECTION II - SCOPE OF WORK**

#### **DESCRIPTION**

The Project includes the following scope of work related to waterproofing of the Filter and Calciner roofs at the east end of the Ann Arbor Water Treatment Plant facility located at 919 Sunset Rd. Ann Arbor, MI. The total square footage for both the main and upper roofs is approximately 4,300 square feet.

#### **A. EXISTING WATERPROOFING SCOPE (WITHIN ROOF AREAS ONLY)**

1. Filter Press Roof:
  - a. Affected Roof area is approximately 900 square feet.
  - b. The installation of an equipment platform that extends approximately 3'-4" above the roof surface.
  - c. New platform supports will penetrate the roofing system and anchor to the existing building structural steel beams and columns below.
  - d. Areas of anchorage to be weatherproofed as the roofing membrane system will be disturbed during completion of solid anchorage.
2. Calciner Roof:
  - a. Affected roof area is approximately 1,600 square feet.
  - b. Installation of six new panel antennas and mounting hardware.
  - c. Mounting hardware consist of the main vertical pipe supports with steel angle kickers to provide lateral support.
  - d. The main pipe support will be anchored with a base plate to the existing concrete roof deck with concrete anchors.
  - e. The kicker pipe supports are anchored to sleeper beams that are anchored to the existing concrete roof deck. The sleeper beams are installed with concrete anchors.

#### **B. DEMOLITION**

1. Existing Roofing System
  - a. Remove existing aluminum parapet wall coping at the perimeter of the main and upper roof levels.
  - b. Remove existing stone roofing ballast. To remain on site.
  - c. Remove existing EPDM roofing membrane, flashings.
  - d. Remove remaining existing insulation.
  - e. Dispose and/or recycle removed materials.
  - f. Temporarily support equipment, conduits, and other piping during the reroofing process.

### **C. NEW ROOF SYSTEM – FILTER PRESS ROOF (METAL DECK)**

1. Prepare metal decking for new roofing system
2. New Roofing System.
  - a. Install vapor barrier.
  - b. install min. 4” foam roofing insulation, tapered toward existing roof drains.
  - c. The first layer of insulation shall be mechanically fastened.
  - d. The second layer of insulation shall be adhered to the first layer.
  - e. Install cover board, adhered to top of insulation.
3. Install new fully adhered EPDM roofing membrane to prepared concrete decking.
  - a. Extend adhered EPDM roofing membrane up the vertical concrete parapet wall.
  - b. Extend adhered EPDM roofing membrane over top parapet wall.
  - c. Install preformed or sheet flashings at roof penetrations and equipment anchor points.
  - d. Install soldered rain collars at roof penetrations and equipment anchor points.
  - e. Install slip sheets under all new and existing sleeper blocks and concrete pavers.
  - f. Install new aluminum parapet coping match existing colors. Color shall be approved by owner.

### **D. NEW ROOF SYSTEM – CALCINER ROOF (CONCRETE DECK)**

1. Prepare concrete decking for new roofing system.
  - a. Ensure concrete deck is clean, dry, and free of voids.
  - b. Grind smooth any sharp protrusions prior to application of the new system.
2. New Roofing System.
  - a. Install bonding adhesive to prepared concrete surfaces.
  - b. Install vapor barrier.
  - c. Adhere and install min. 4” foam roofing insulation, tapered toward existing roof drains.
  - d. Adhere and install cover board on top of insulation.
  - e. Install new fully adhered EPDM roofing membrane.
  - f. Extend adhered EPDM roofing membrane up the vertical concrete parapet wall.
3. Extend adhered EPDM roofing membrane over top parapet wall.
  - a. Install preformed or sheet flashings at roof penetrations, equipment anchor points and support curbs.
  - b. Install soldered rain collars above preformed or sheet flashings at roof penetrations and equipment anchor points.
  - c. Install slip sheets under all new and existing sleeper blocks and concrete pavers.
  - d. Install new aluminum parapet coping match existing colors. Color shall be approved by owner.