REQUEST FOR PROPOSAL

RFP # 24-11

Design Services for the Election Center Renovation Project

City of Ann Arbor
City Administration Area/Fleet & Facilities Services Unit



Due Date: March 14, 2024 by 3:00 p.m. (local time)

Issued By:

City of Ann Arbor Procurement Unit 301 E. Huron Street Ann Arbor, MI 48104

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking a highly qualified consultant to provide professional architectural-engineering (AE) services for the proposed interior renovation of the City's Election Center located at 3021-3023 Miller Road, Ann Arbor, Michigan.

The City of Ann Arbor ("City") seeks proposals for the programming, planning, design, and construction-phase services for interior renovations to the building to house election related operations and the City's Community Television Network (CTN) operations. The 21,173 sf building was recently purchased by the City and is part of an office condominium development known as Forestcove Office Park that was constructed in 2000. As an office condominium, the City's ownership includes only the building and not the surrounding property. The building is currently being used by the City for limited election related operations.

The City seeks a design team with highly qualified personnel with extensive experience and expertise having previously provided programming, planning, design, and construction-phase services for projects similar in purpose to this project. A special emphasis of the design will be sustainable systems and construction consistent with various City decarbonization goals.

The City invites interested and qualified AE firms desiring to be considered as the designer for this project to submit a proposal identifying their qualifications and costs for providing the services required for this project. Firms considering this request for qualifications are encouraged to thoroughly review this document to familiarize themselves with the instructions, information, procedures, and requirements contained herein. Proposals must be prepared and submitted in accordance with the criteria and procedures established in this request for proposal.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before February 29, 2024 at 2:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matthew Kulhanek, Fleet & Facilities Manager – <a href="mailed-mai

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of April 1, 2024**. Offeror must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, March 14, 2024 at 3:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope

- one (1) original proposal
- four (4) additional proposal copies
- one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Each respondent should submit in a single separate sealed envelope marked Fee Proposal

two (2) copies of the fee proposal

The fee proposal and all costs should be separate from the rest of the proposal.

Proposals submitted should be clearly marked: "RFP No. 24-11 – Design Services for the Election Center Renovation Project" and list the offeror's name and address.

Proposals must be addressed and delivered to: City of Ann Arbor c/o Customer Service 301 East Huron Street Ann Arbor, MI 48104

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- Attachment C City of Ann Arbor Non-Discrimination Declaration of Compliance
- Attachment D City of Ann Arbor Living Wage Declaration of Compliance
- Attachment E Vendor Conflict of Interest Disclosure Form of the RFP Document

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. The City will not entertain changes to its Professional Services Agreement.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are

required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All protests must be in writing and filed with the Purchasing Agent within 5 business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award a contract. Only bidders who responded to the solicitation may file a bid protest. The offeror must

clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event

Written Question Deadline
Addenda Published (if needed)
Proposal Due Date
Tentative Interviews (if needed)
Selection/Negotiations

Expected City Council Authorizations

Anticipated Date

February 29, 2024, 2:00 p.m. Week of March 4, 2024 March 14, 2024, 3:00 p.m. (Local Time) Week of April 1, 2024

April 2024 May 2024

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

- 1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
- 2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
- 3. The City reserves the right to request additional information from any or all offerors.
- 4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.

- 5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
- 6. The City reserves the right to select one or more consultants to perform services.
- 7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
- 8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

A. Background

In October 2023, the City of Ann Arbor purchased an office condominium located at 3021-3023 Miller Road, Ann Arbor, for the purpose of enhancing the City's election operations and providing a city owned facility for the City's Community Television Network (CTN) operations. CTN operations are currently provided from rental space located on South Industrial Highway whose lease will expire in 2026. The new office space is 21,173 sf and the building was constructed in 2000 (see original building drawings provided in Attachment A). As an office condominium, the City's ownership includes only the building and not the surrounding property. The City has already transitioned election operations to the new facility for the 2024 election season. The City intends to vacate the building entirely in 2025 to accommodate renovations. The chosen firm will be able to access the building for whatever purposes it needs during 2024, with supervision in security sensitive areas.

The City's Office of Sustainability and Innovation has retained the firm Inclination Engineering to conduct a complete energy audit on the subject property and the completed report, anticipated in April 2024, will be provided to the successful AE firm.

B. Objective

The City of Ann Arbor is seeking proposals from professional architecturalengineering (AE) firms for the planning, design and construction administration services for the interior renovations of the subject location to house City election operations and operations and facilities needed for the City's Community Television Network (CTN) unit. A special emphasis on renovations that improve building efficiencies and meeting the City's decarbonization goals will be required.

C. Requirements

- 1. Planning Phase
 - a. Include standard professional services for this type of project.
 - b. Review drawing and existing conditions.
 - c. Meet with representatives from the City Clerk's Office to familiarize design staff with election operations and the needs associated with the subject property.
 - d. Meet with representatives from the CTN staff to familiarize design staff with the needs and facility requirements, including studios and related technologies, that will be housed at the subject property.
 - e. Meet with representatives from the Office of Sustainability and Innovations to familiarize design staff with the City's goals for sustainability and decarbonization of the subject property.

2. Conceptual Design Phase

- a. Include standard professional services for this type of project.
- b. Complete a code analysis to make sure current work is consistent with current codes.
- c. Produce up to three design concept alternatives for consideration for renovated areas with one round of revisions if necessary.
- d. Obtain approval of final conceptual drawing from the project team before moving forward on construction drawings.

3. Construction Drawing Phase

- a. Include standard professional services for this type of project.
- b. Prepare floor plans, details and elevations with an estimate of probable cost of the proposed changes and approved scope.
- c. Deliverables for this phase will be a set of Construction Drawings and Specifications for the scope of work ready for bid and permit.

4. Bidding Phase

- a. Upon completion of the final drawings and specifications, the City will prepare the final bid document and handle advertising and distribution.
- b. Attend pre-bid meeting.
- c. Assist in distributing plans and specifications electronically.
- d. Answer contractor and sub-contractor questions.
- e. Prepare Addendums if needed.
- f. Review submitted construction proposals.

5. Construction Administration Phase

- a. Include standard professional services for this type of contract.
- b. Review shop drawings and answer contractor requests for information during construction.
- c. Perform bi-monthly site observations to review construction progress (up to 16 visits).
- d. Evaluate construction progress and review monthly contractor applications for payment.
- e. Review and administer punch list to assist the contractor in completing promptly.
- f. Develop/draft the "as-built" drawings, review and approve the "as-built" plans.
- g. The "as-built" plans will conform to the City's Standard Specifications and will be provided to the City on hard drive or other approved media. As-built plans shall be provided within two months of completion of the project.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications - 20 points

- State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
- 2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- 3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm <u>and</u> the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan - 30 points

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to how the project(s) will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the offeror and City staff, and the company's general philosophy in regards to providing the requested services.

Offerors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

Fee schedules should be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

- 1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
- 2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

- 3. The interview must include the project team members expected to complete a majority of the work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
- 4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror

of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Original Building Drawings

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

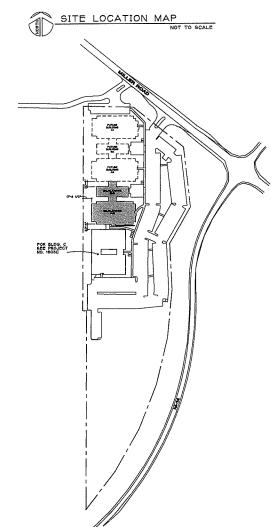
ATTACHMENT A ORIGINAL BUILDING DRAWINGS

SUTE 1603

BUILDING A3/B2 - FORESTCOVE OFFICE PARK

ANN ARBOR,





LOCATION PLAN

CODE COMPLIANCE 7200 SF 14,400 SF 21,600 SF PERMITTED MIN. PERMITIED ROOM CONTAINING MEZZANINES
2562 SF x x 7568 SF
2562 SF x 2 7568 SF
2568 SF EGRESS EACH MEZZANINE COMPLIES WITH TABLE 1017.2 ONE EXIT REQUIRED OPENNESS: STORAGE MEZZ. - 739 SF @ 300 SF/OCCUP# EXTERIOR WALLS(PER SEC. 705):
TABLE 705.2- EXTERIOR WALL FIRE RESISTANTCE RATING:
B USE GROUP- >10' SEPARATION= O HR. RATING

DRAWING LIST

TITLE SHEET

ELECTRICAL

DE-1 ELECTRICAL SITE PLAN
E-1 FLOOR PLANS- LIGHTING
E-2 FLOOR PLANS-FOWERAYS & OUTLETS
E-4 COMMUNICATION SYSTEM CABLING REQUIREMENTS (ISSUED FOR OWNERS USE ONLY)
E-5 ELECTRICAL RISER DIAGRAM AND SCHEDULES

MICHIGAN

GENERAL NOTES

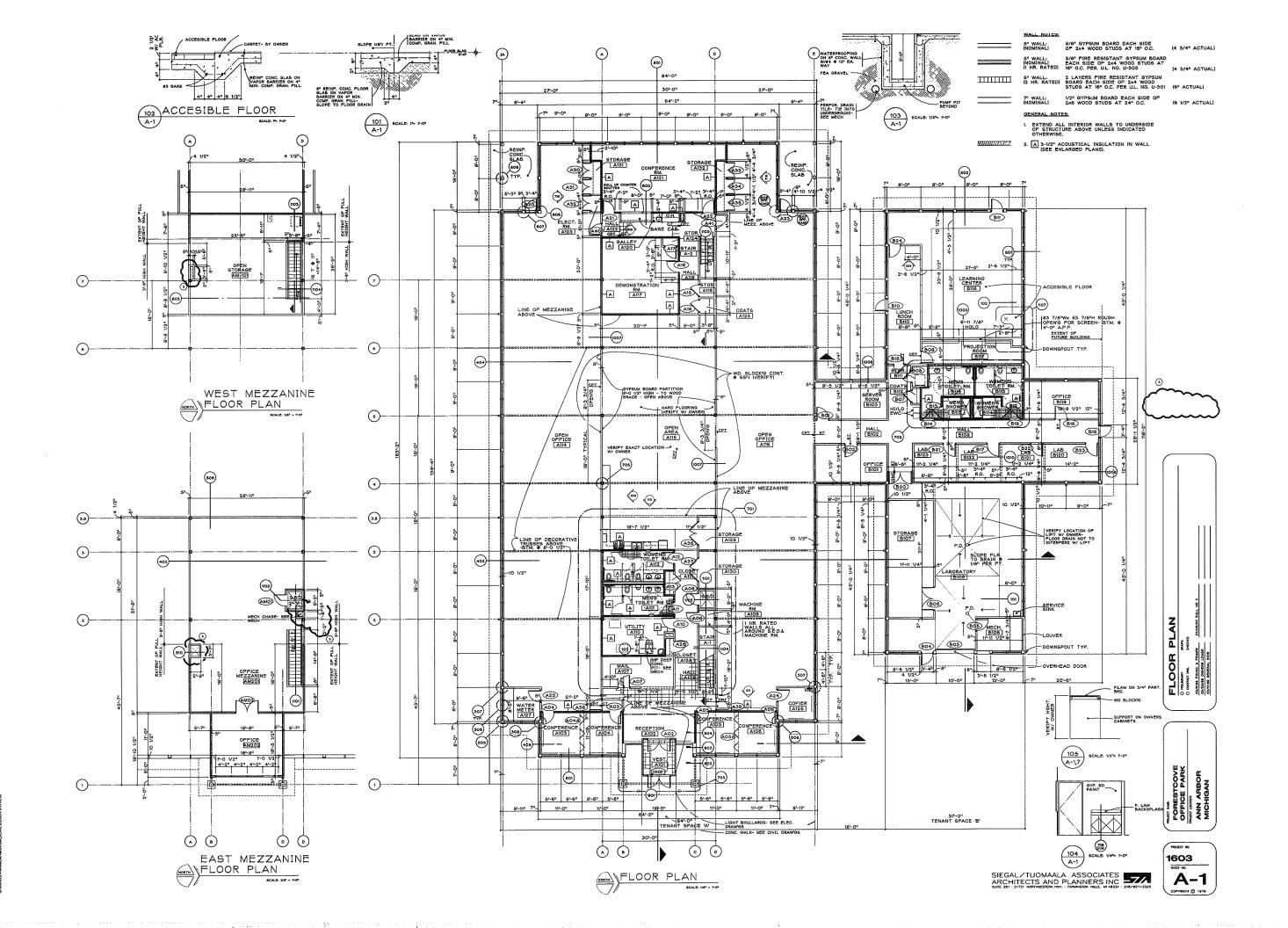
- 1, DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONLY.

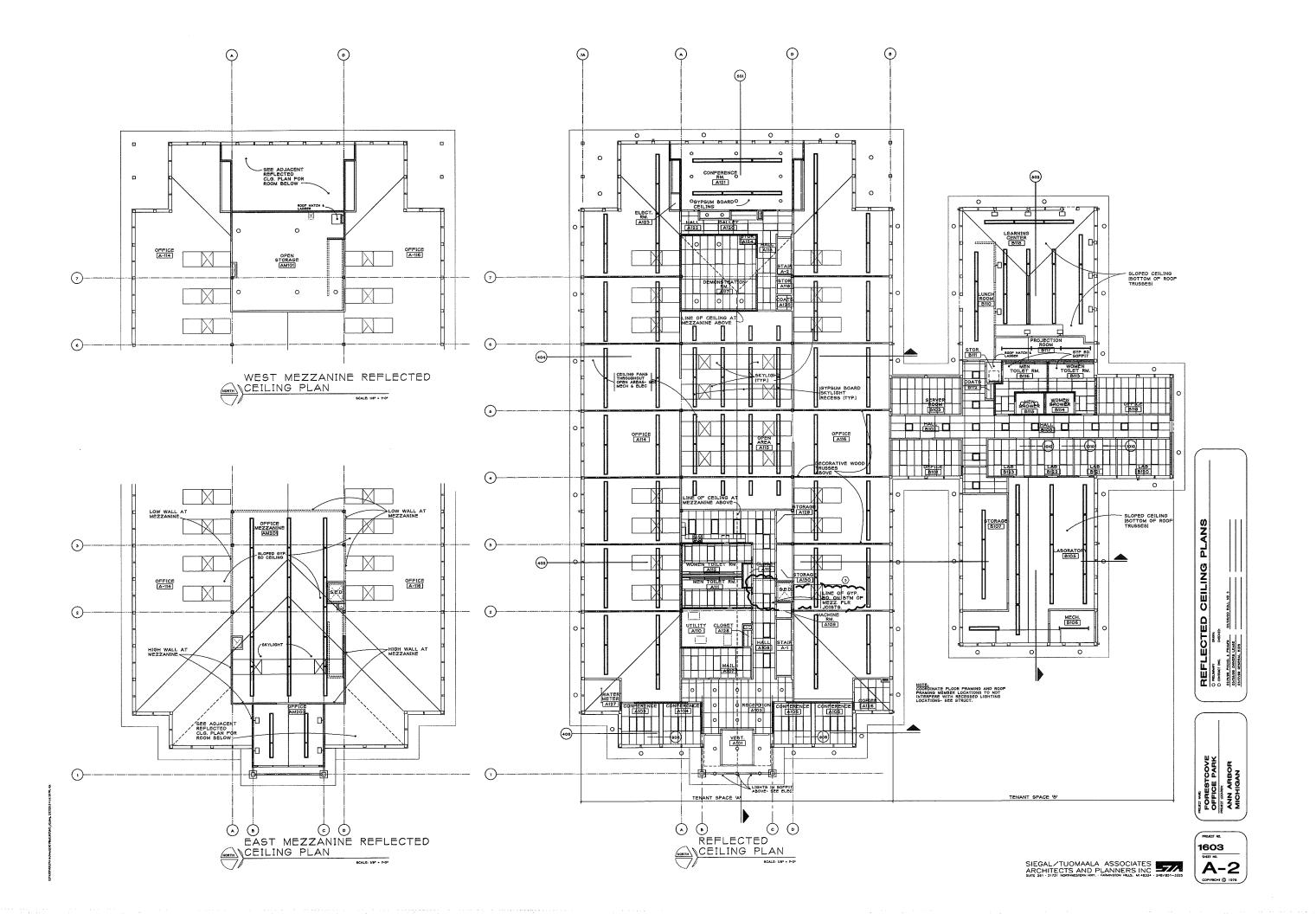
- 4. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE

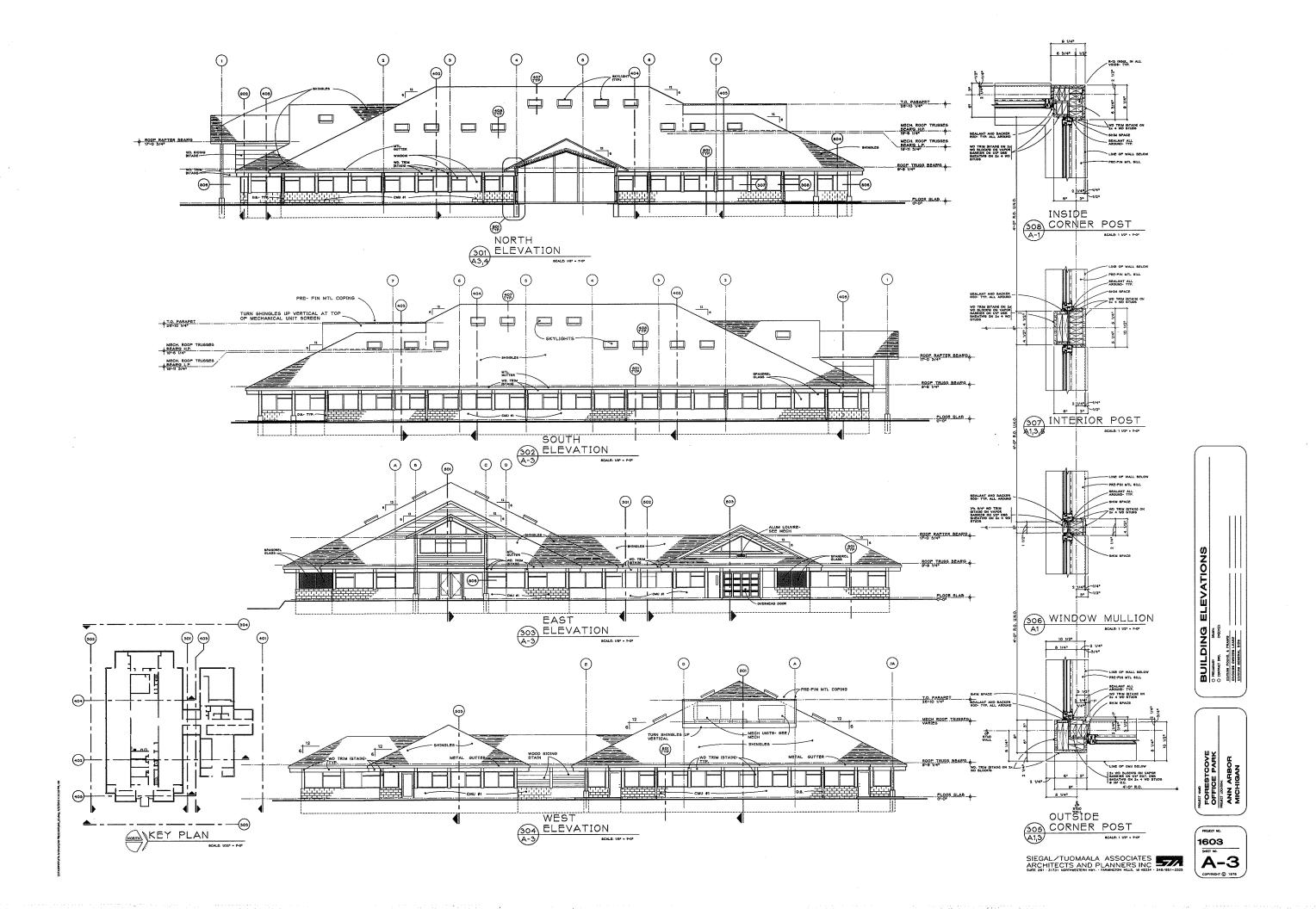
KEY TO DIMENSIONING

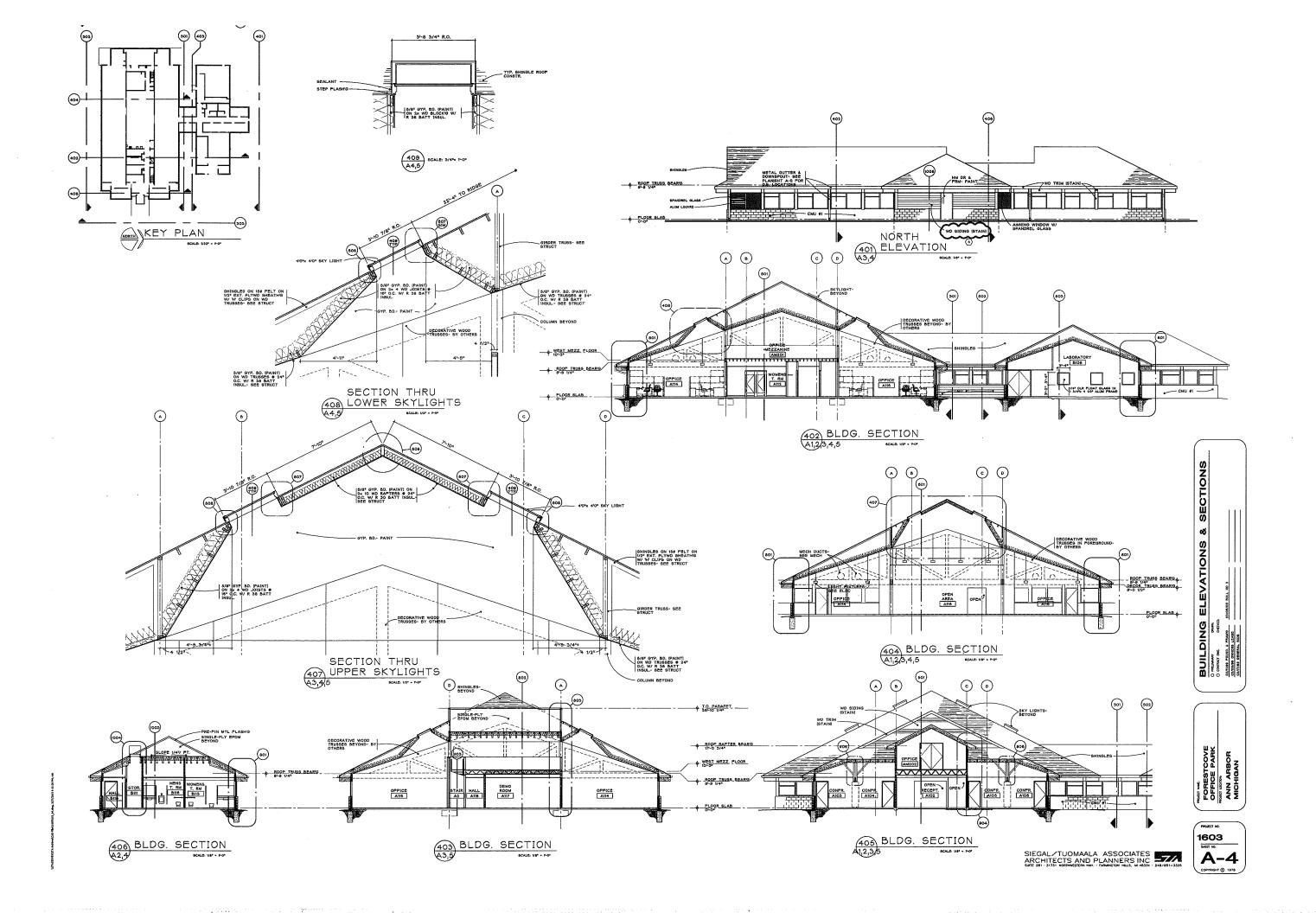
DRAWINGS ARE BASED ON A "NOMINAL" DIMENSIONING SYSTEM. ON SMALL SCALE DRAWINGS ALL DIMENSIONS ARE BASED ON THE NOMINAL SIZE OF CONSTRUCTION MATERIALS AND DO NOT TAKE FURRING OR APPLIED FINISH THICKNESSES INTO ACCOUNT. LARGE SCALE DETAILS ARE DRAWN WITH ALL CONSTRUCTION MATERIALS IN TRUE SCALE.

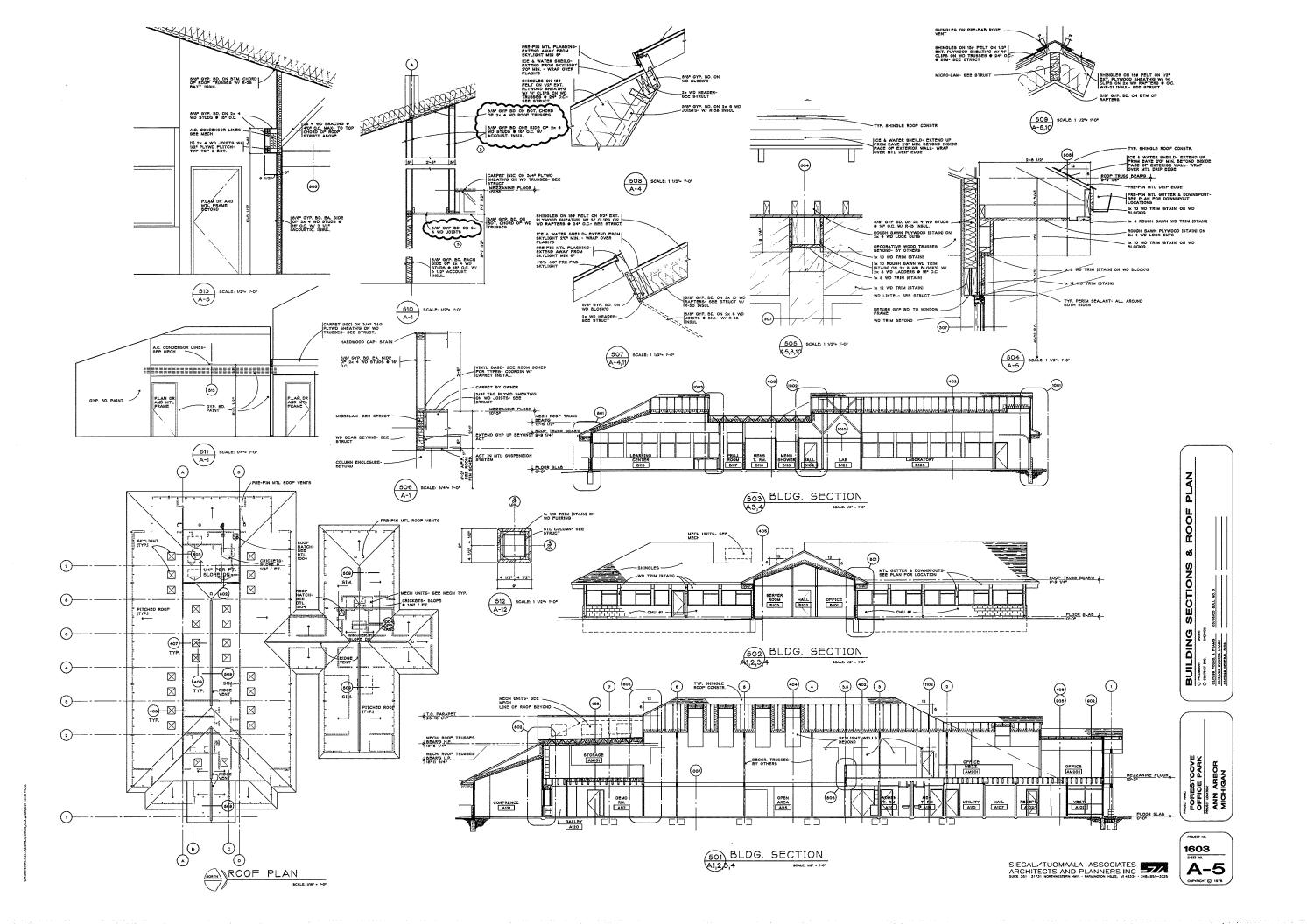
CROSS REFERENCE SHEET NO.

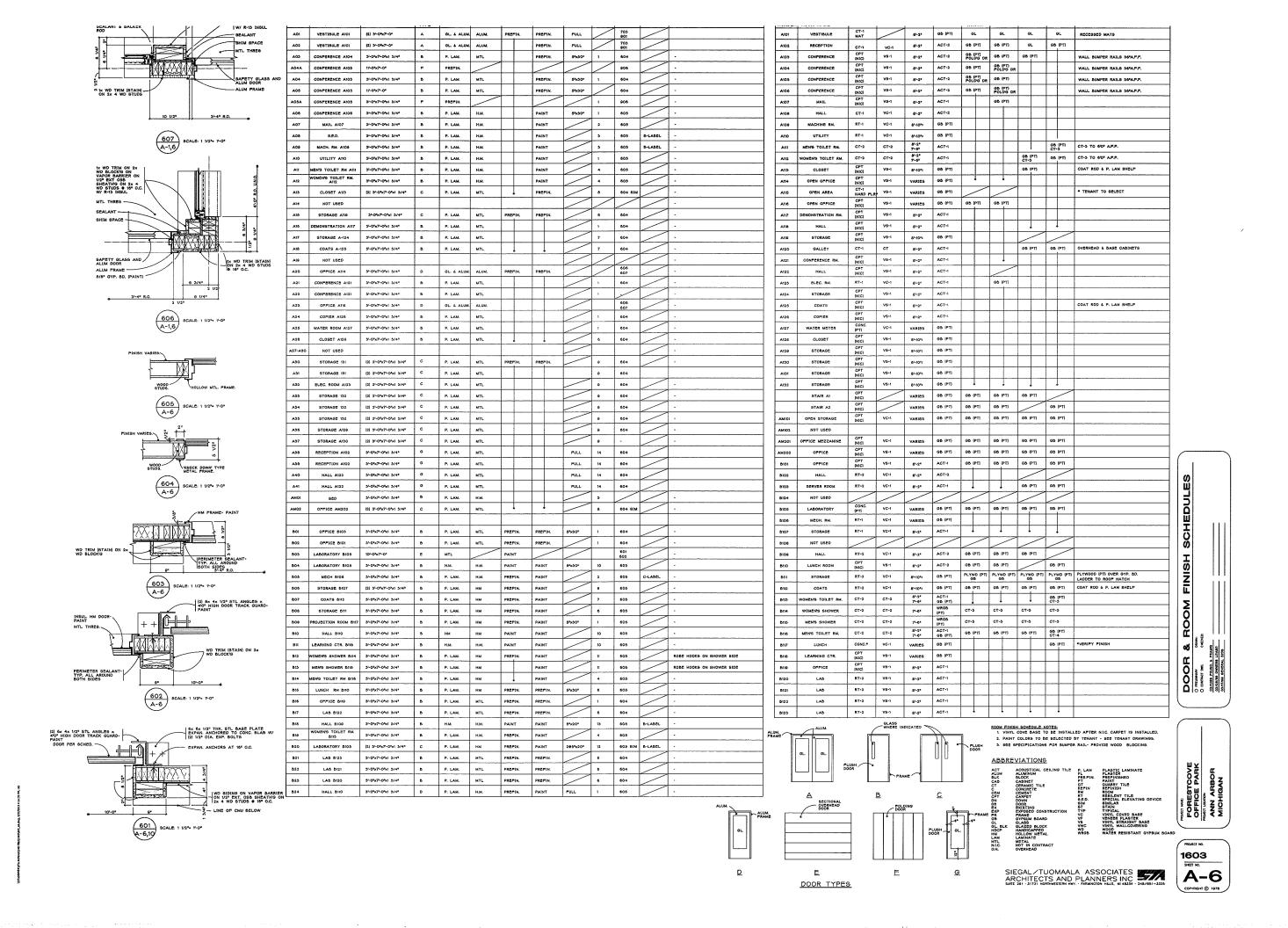


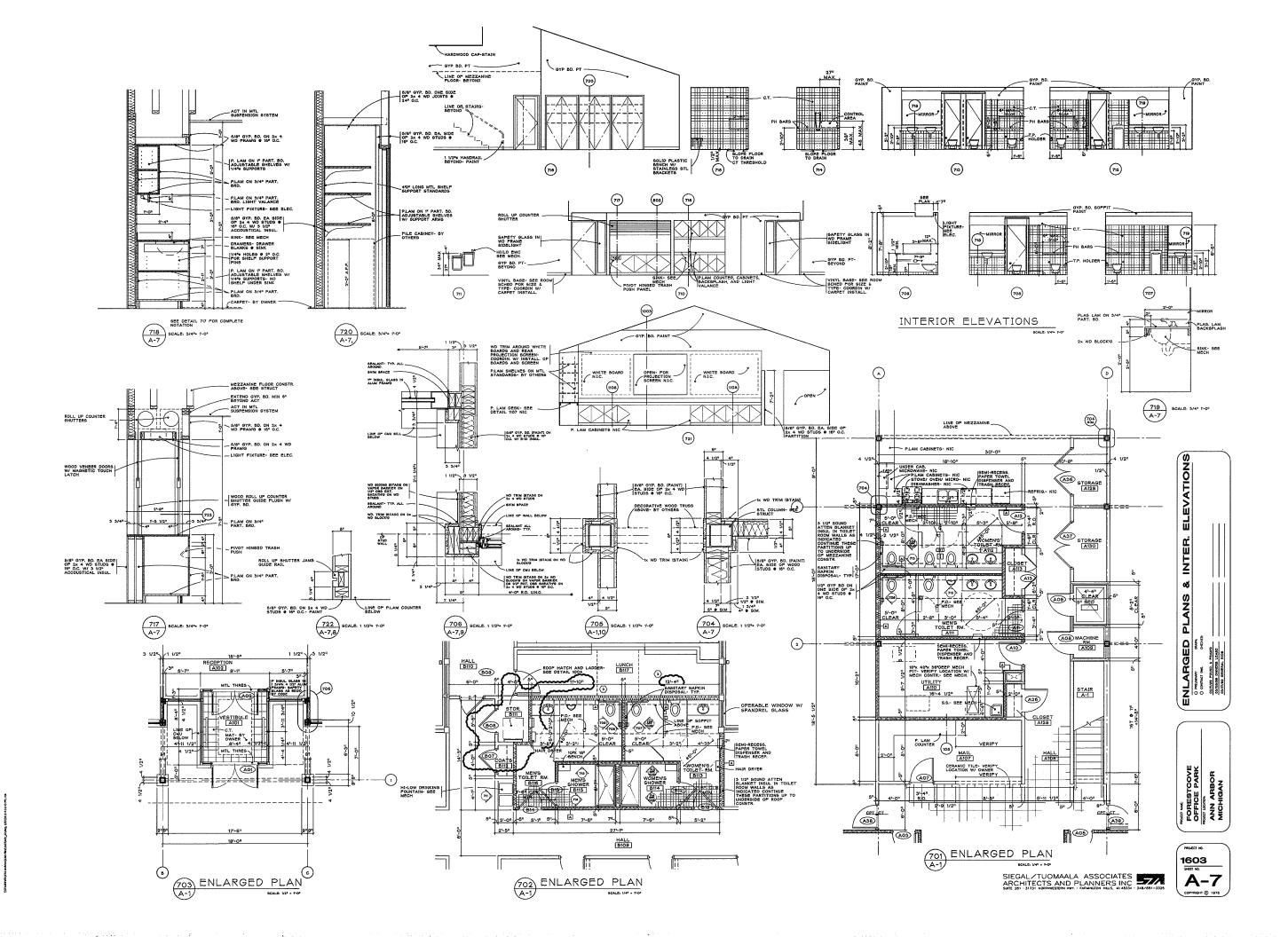


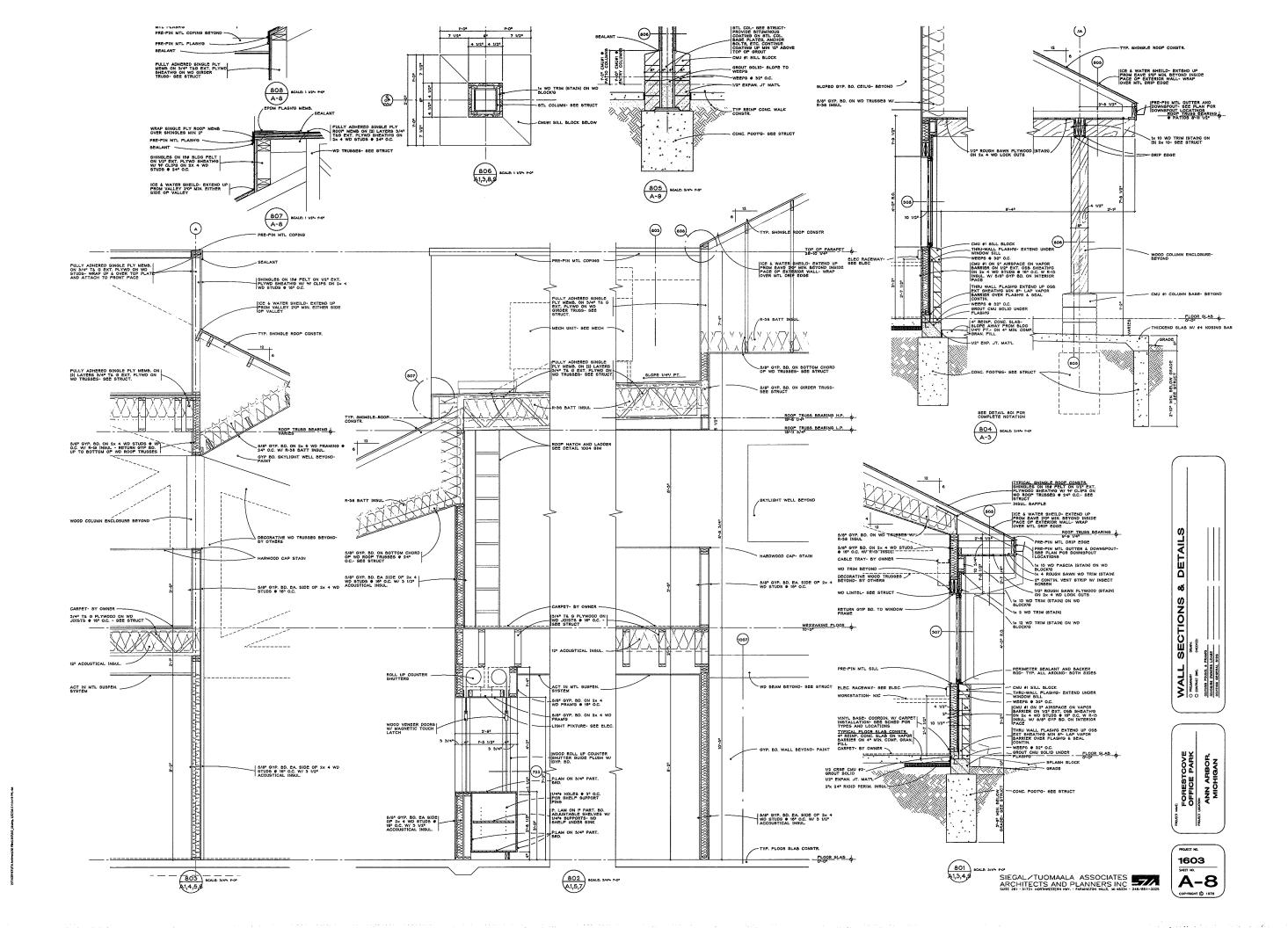


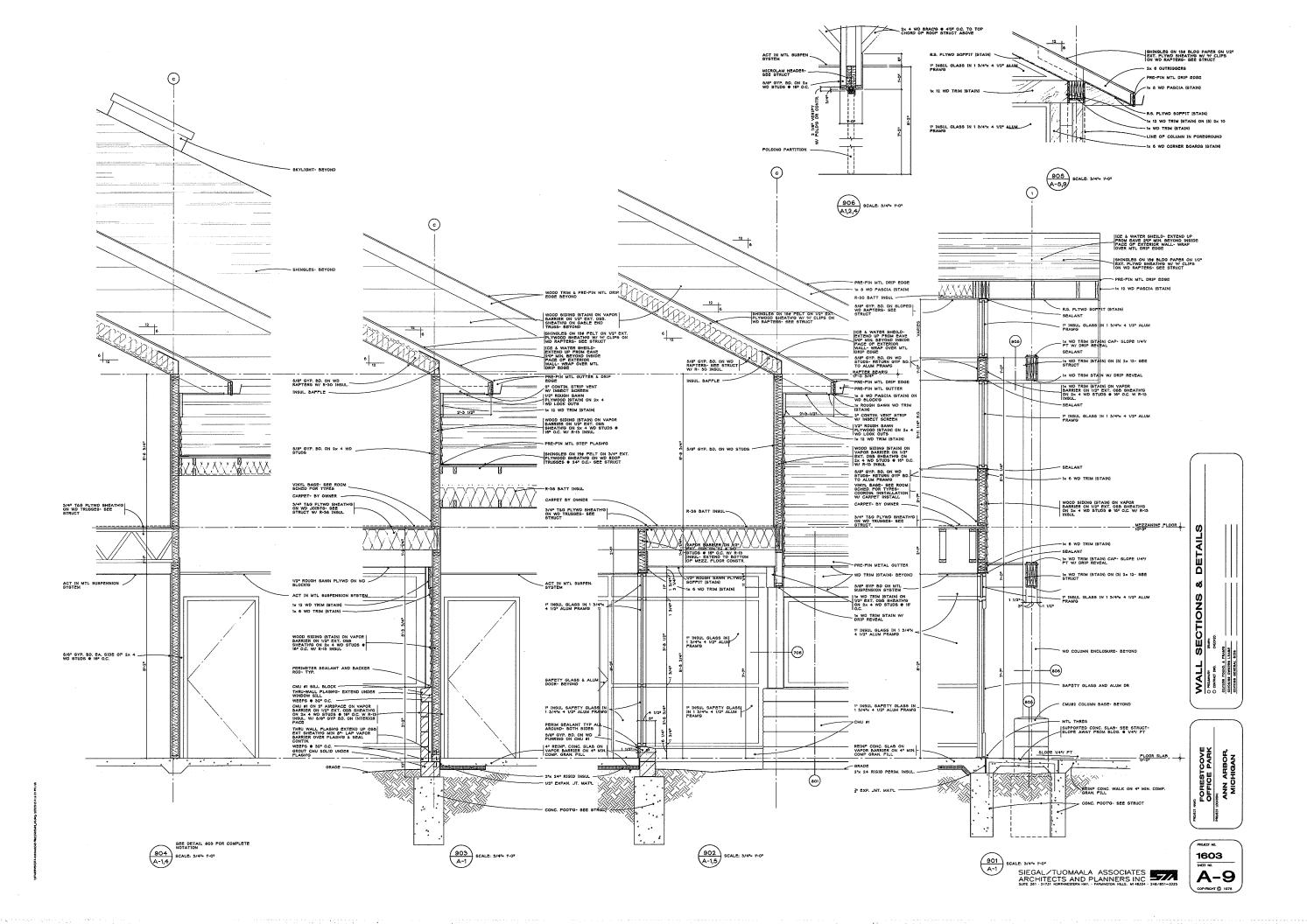


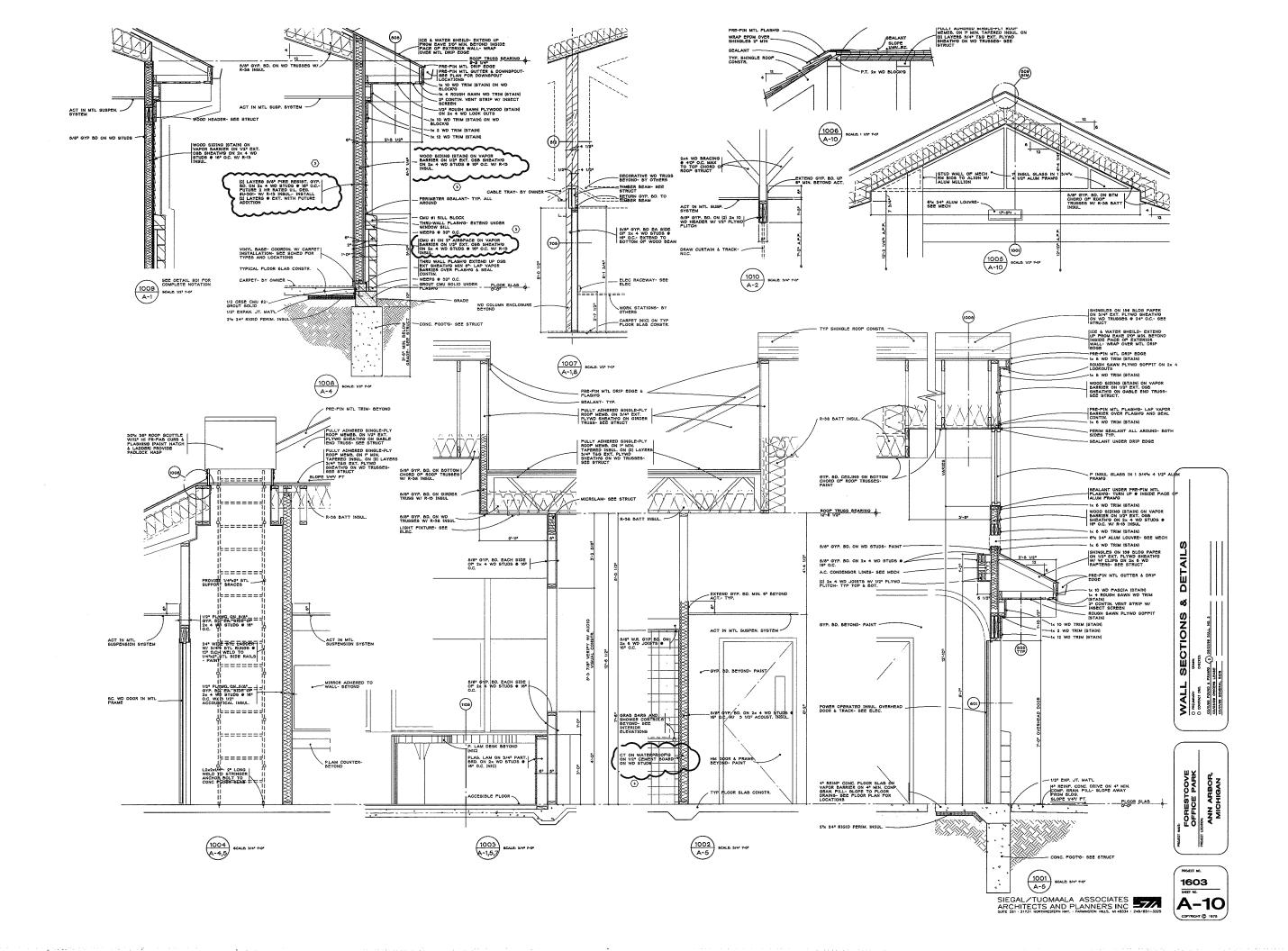


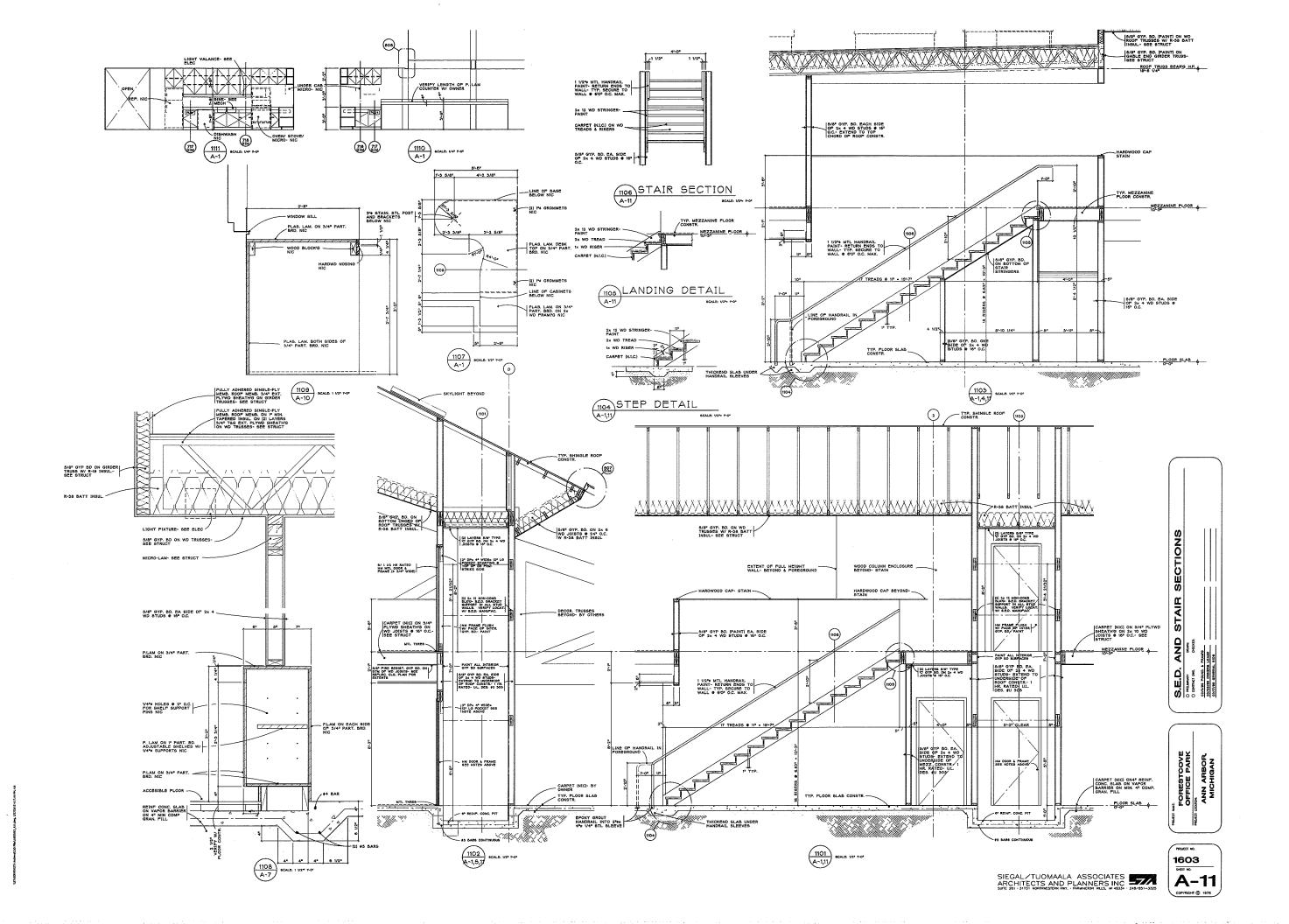


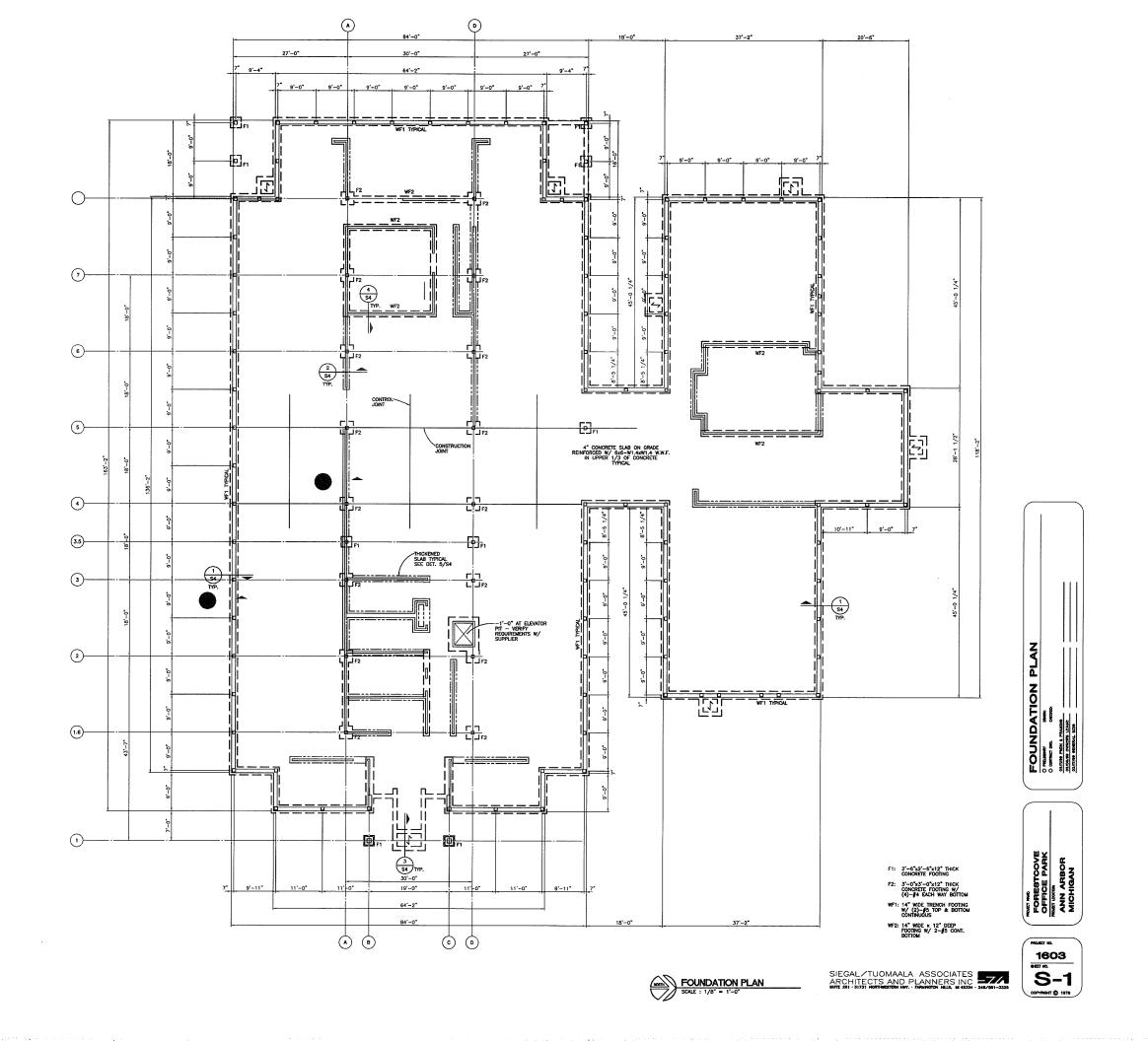


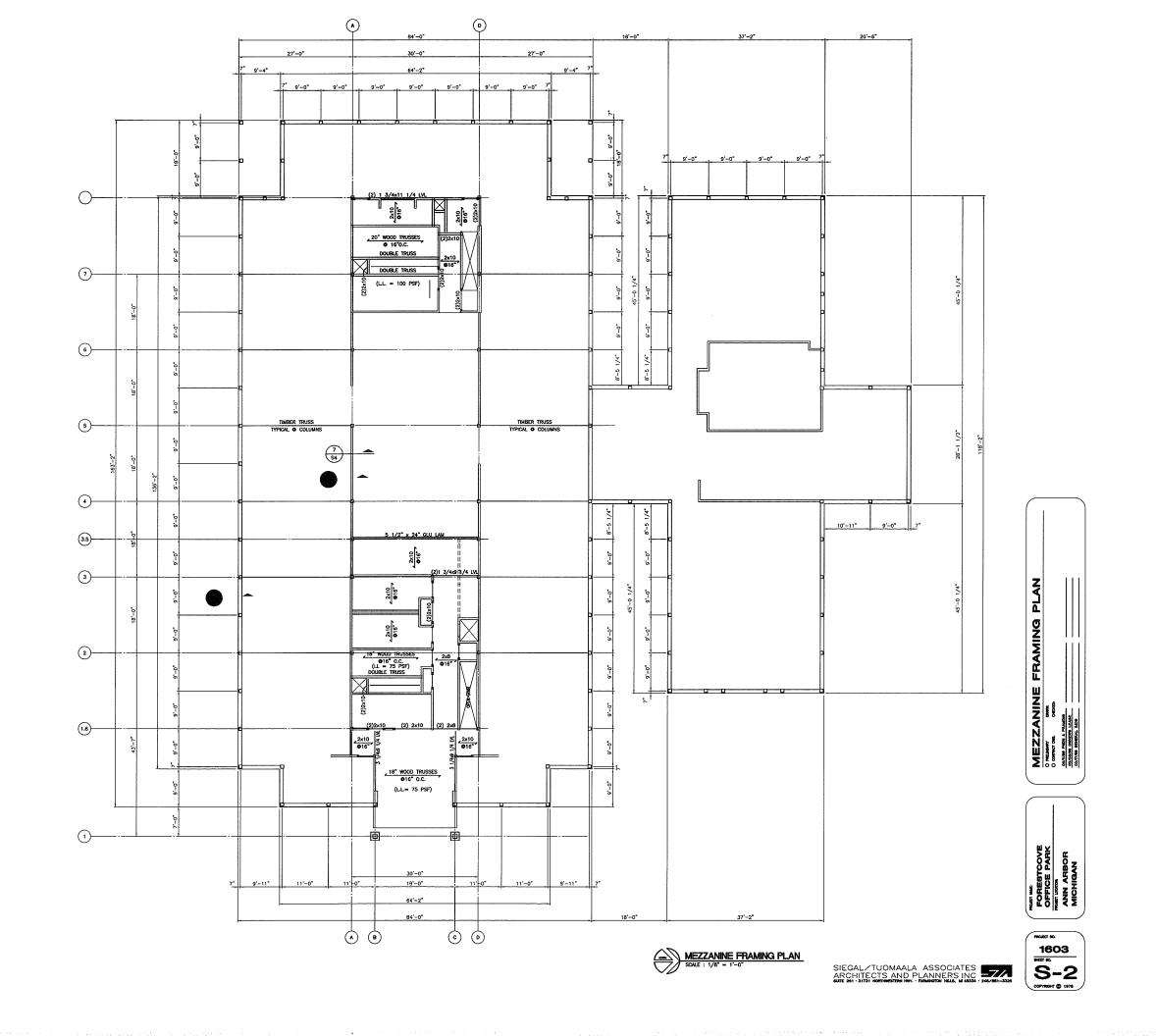


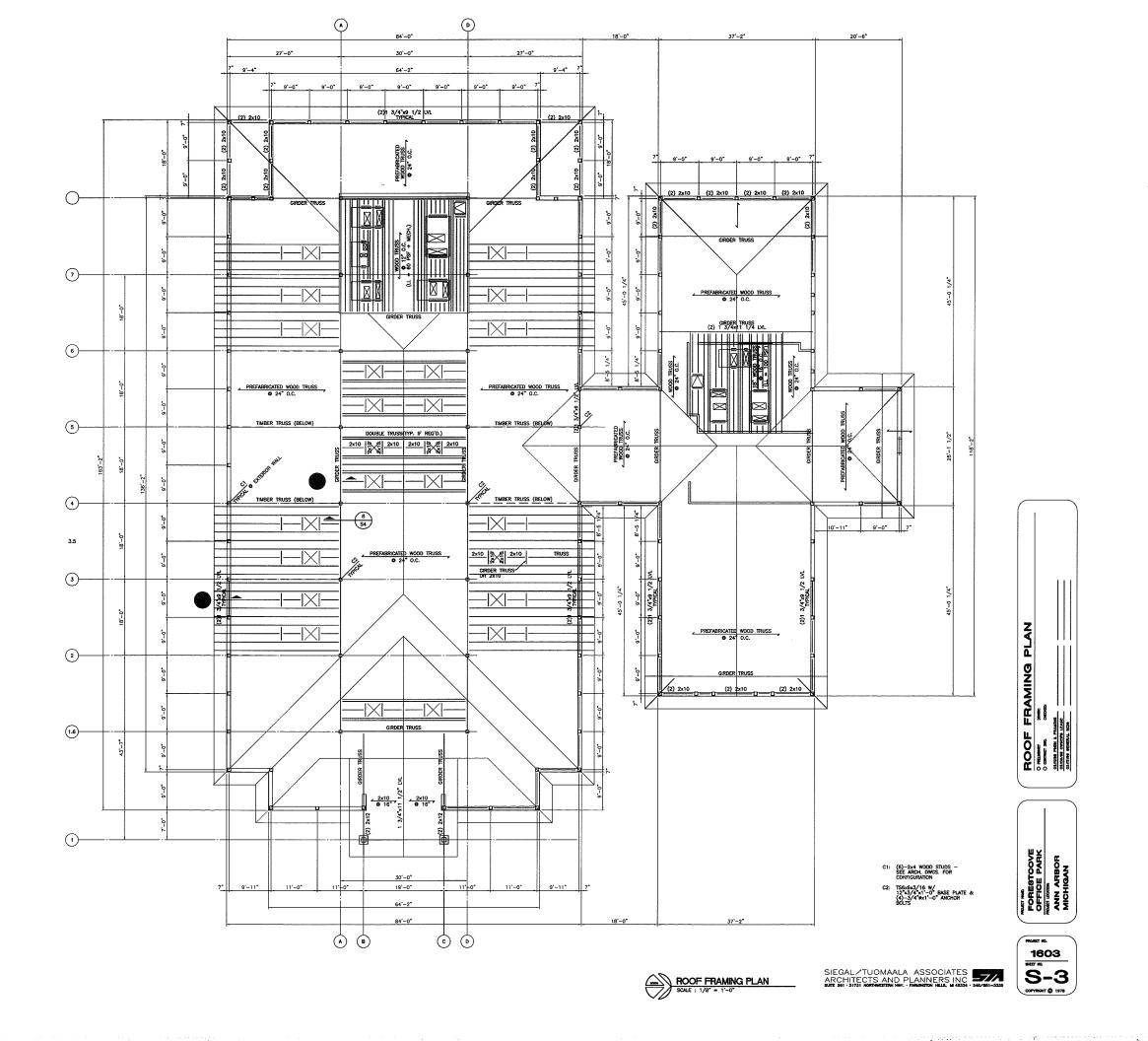


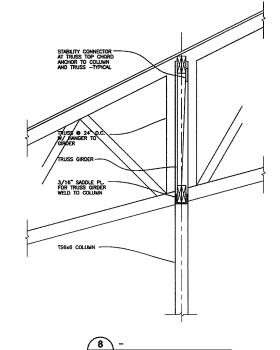


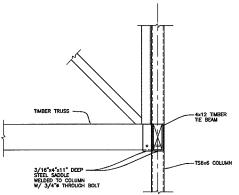


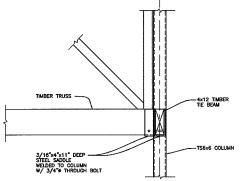


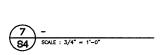


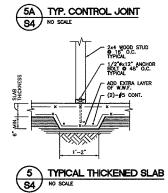








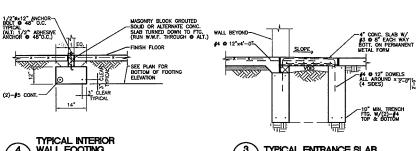




58 TYP. CONSTRUCTION JOINT 84 NO SOLLE

TOOLED JOINT-

CUT 50% REIN







GENERAL NOTES

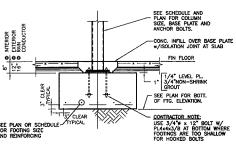
- If any general note conflicts with any detail or note on the plans or in the specifications, the strictest provision shall govern.

- MINIMUM CONCRETE STRENGTH TO BE 3000 P.S.I. © 28 DAYS, U.O.N.; SLABS SHALL BE 3500 P.S.I. MIN. U.O.N. EXPOSED CONCRETE SHALL BE 4000 PSI WITH 6X + 1X ENTRANGE U.O.N.
- ALL CONCRETE WORK AND PLACEMENT SHALL CONFORM TO THE LATEST RECOMMENDATIONS OF A.C.I.
- REINFORCED CONCRETE WALLS AND TRENCH FOOTINGS SHALL HAVE CORNER BARS AT ALL INTERSECTIONS OF THE SAME SIZE AND SPACING AS THE MAIN HORIZONTAL REINFORCING. PROMOTE 2-1/8 DRAFS EACH SIDE OF ALL OPENINGS AND 2-1/85 X 4'-0" DIAGONAL BARS AT CORNERS OF OPENINGS.
- ALL MASONRY WORK IS TO BE IN ACCORDANCE WITH THE LATEST BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/ASCES) AND SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1/ASCE 6) AND NICLIAL SPECIFICATIONS.
- ALL BLOCK SHALL CONFORM TO ASTM C90 AND C145, TYPE I, GRADE N
- MORTAR SHALL BE TYPE "S" (1800 PSI) CONFORMING TO ASTM C-270.

- ALL REINFORCING BARS, DOMELS AND TIES SHALL CONFORM TO A.S.T.M.
 A615 GRADE 60. REINFORCING STEEL SHALL BE CONTINUOUS AND SHALL
 HAVE MINIMUM 38 BAY DAMZETE LAP AND BE FABRICATED AND PLACED IN
 ACCORDANCE WITH A.C.I. 315 LATEST EDITION.
- ALL MASONRY BELOW GRADE SHALL BE GROUTED SOLID.
- MASONRY GROUT SHALL CONFORM TO ASTM C 476, WITH PEA GRAVEL AGGREGATE AND A MINIMUM STRENGTH OF 2000 PSI, BUT NOT LESS THAN SPECIFIED I'm.

- STEEL DESIGN, FABRICATION AND ERECTION TO BE IN ACCORDANCE WITH THE LATEST ALS.C. SPECIFICATION FOR STRUCTURAL STEEL FOR BUILDINGS.

- REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL ANGLES, PLATES, BARS, CLIPS, ETC.
- THIS STEEL FRAME IS NON SELF-SUPPORTING PER ALS.C. CODE OF SIMULAND PRACTICE, SECTIONS 7.9.3. AND 7.9.5. ERECTION, BRACING, SHORING, ETC. SHALL CONFORM TO THESE SECTIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE.



2 TYPICAL INTERIOR COLUMN FOOTING
SOLE: 1/2" = 1'-0"

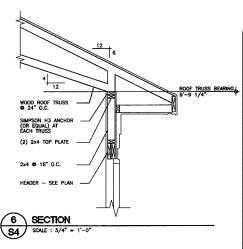
25 PSF LIVE LOAD (SNOW) + DRIFT WHERE APPLICABLE PER CODE + UPLIFT ON TRUSS MEMBERS PER APPLICABLE BUILDING CODE.

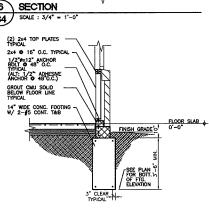
100 P.S.F. STAIRS 100 P.S.F 150 P.S.F

80 M.P.H. EXPOSURE B 25 PSF MINIMUM FOR ALL MEMBERS DEFINED AS "COMPONENTS AND CLADDING" EXPOSURE C

- WOOD CONSTRUCTION SHALL BE PER AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC) STANDARDS AND SPECIFICATIONS, AND NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS) AS PUBLISHED BY NATIONAL FOREST PRODUCTS ASSOCIATION.
- ALL LUMBER FRAMING MEMBERS ARE TO HAVE THE FOLLOWING MINIMUM BASE DESIGN VALUES IN ACCORDANCE WITH THE LATEST ISSUE OF THE NATIONAL DESIGN SPECIPICATION FOR WOOD CONSTRUCTION (NOS) AS PUBLISHED BY THE NATIONAL FOREST PRODUCTS ASSOCIATION (NFPA):
 - Fb = 850 P.S.I. fv = 75 P.S.I. E = 1,200,000 NO. 2 OR BETTER
- . PROVIDE MINIMUM OF DOUBLE STUD AT EACH END OF WOOD HEADERS, TYPICAL, UNLESS NOTED OTHERWISE.
- . ALL STRUCTURAL GLUED LAMINATED TIMBER TO HAVE THE FOLLOWING MINIMUM DESIGN PROPERTIES BASED ON ATTC GRADING STANDARDS: $Fb \ =\ 2200\ FSI \\ FV \ =\ 165\ FSI \\ E \ =\ 1,600,000$
- ALL LAMINATED VENEER LUMBER (LVL) TO HAVE THE FOLLOWING IN DESIGN PROPERTIES: $F_0 = 2800 \ \text{PSI} \\ F = 1.80,000$

- TRUSS TOP CHORD MUST BE BRACED WITH ROOF SHEATHING OR CONTINUOUS LATERAL BRACING AT 3 -0" O.C. BOTTOM CHORD MUST BE BRACED WITH A RIGID CELLING OR CONTINUOUS BRACING AT 10"-0" O.C. PLYWOOD SHEATHING SHALL BE MAILED OR SCREWED TO TRUSS MEMBERS AT 6" O.C. MAXIMUM SPACING.
- DESIGN OF THE LUMBER AND CONNECTOR PLATES FOR TRUSSES SHALL BE IN ACCORDANCE WITH LATEST TRUSS PLATE INSTITUTE (TPI) REQUIREMENTS.
- 9. UNLESS OTHERWISE NOTED, PROVIDE 2-2X8 HEADER FOR OPENINGS IN STUD WALLS FOR SPANS UP TO 3'-0 MAXIMUM.







9

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DETAILS,

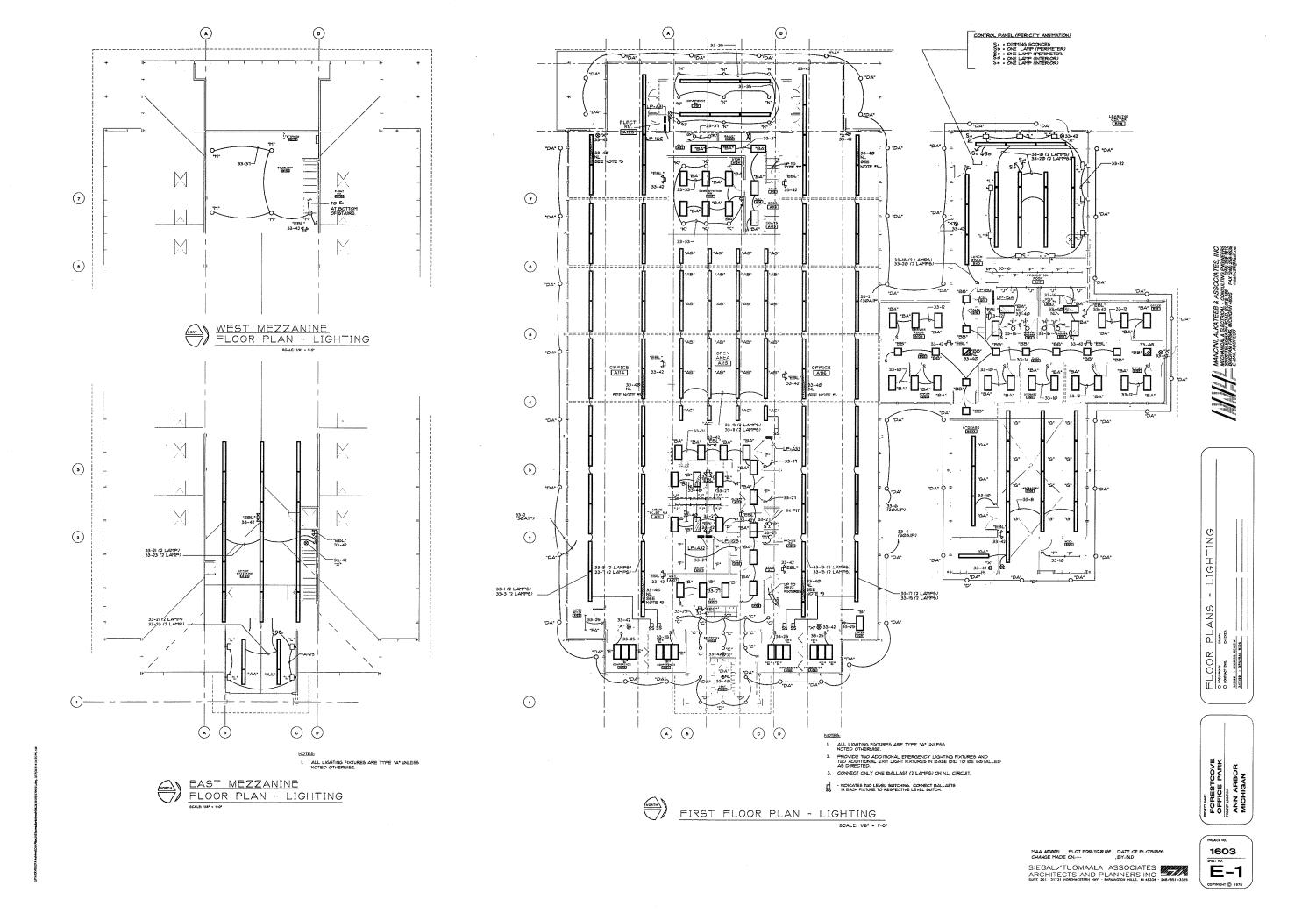
TYPICAL EXTERIOR

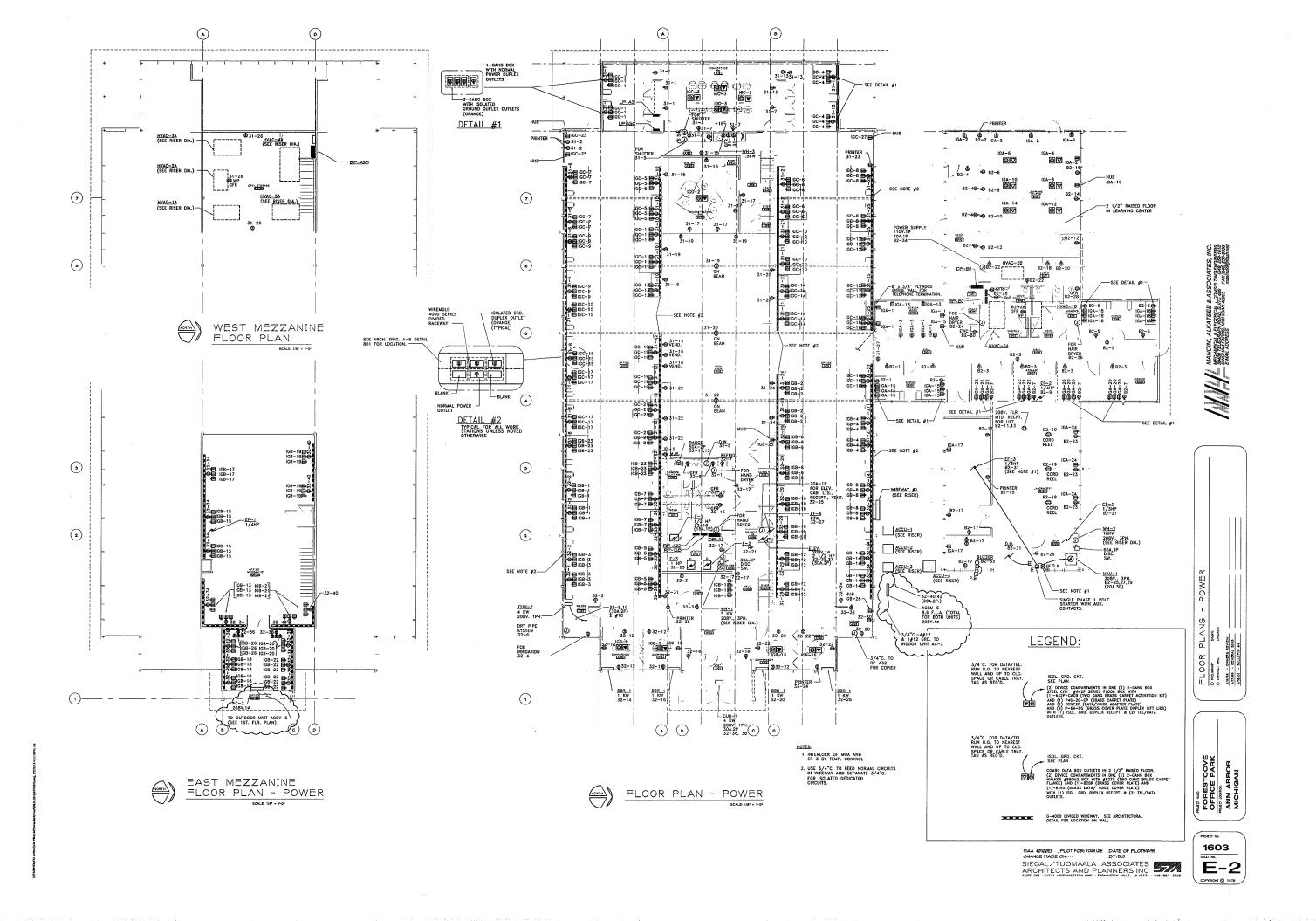
WALL FOOTING DETAIL S4 SCALE : 1/2" = 1'-0"

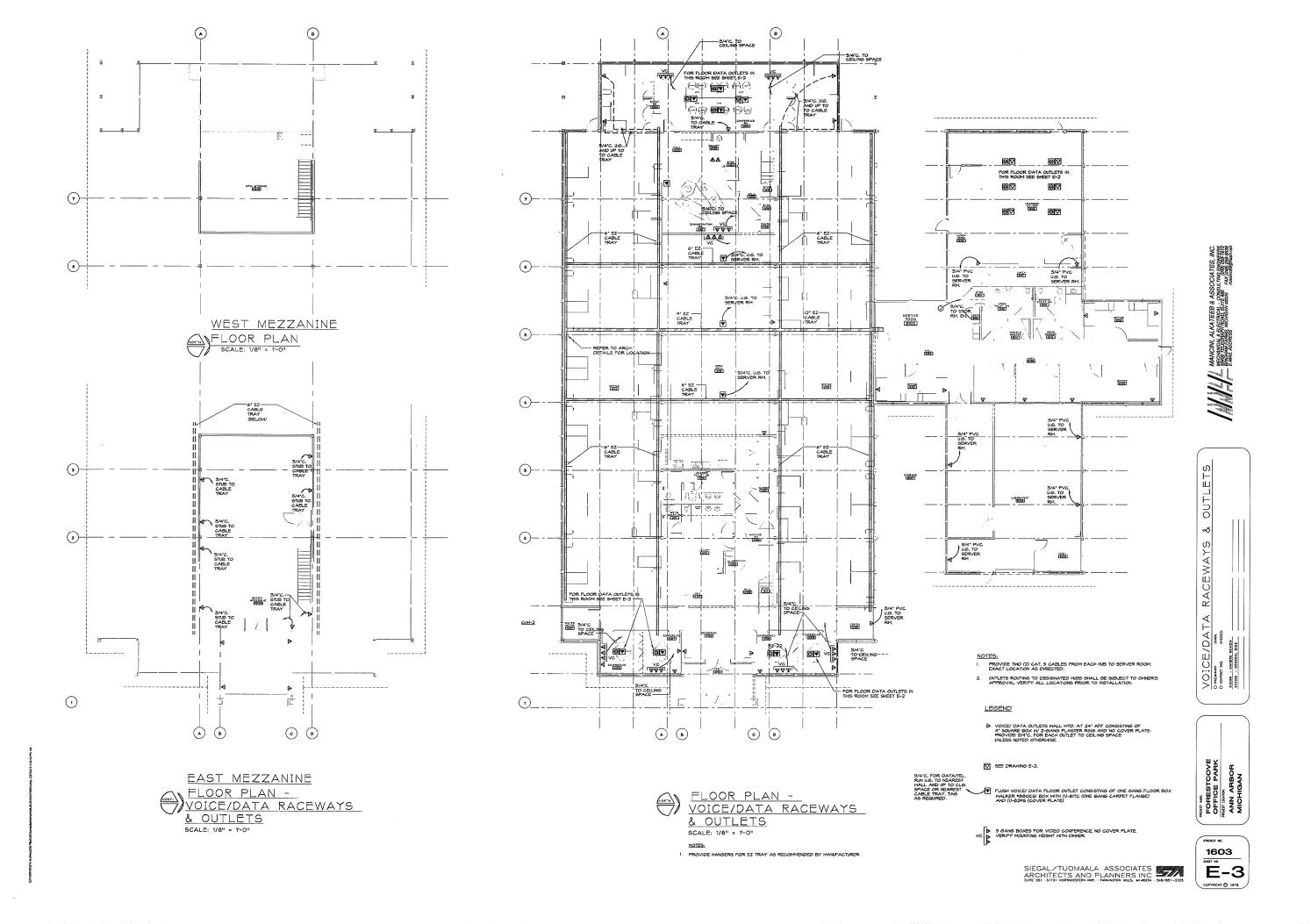


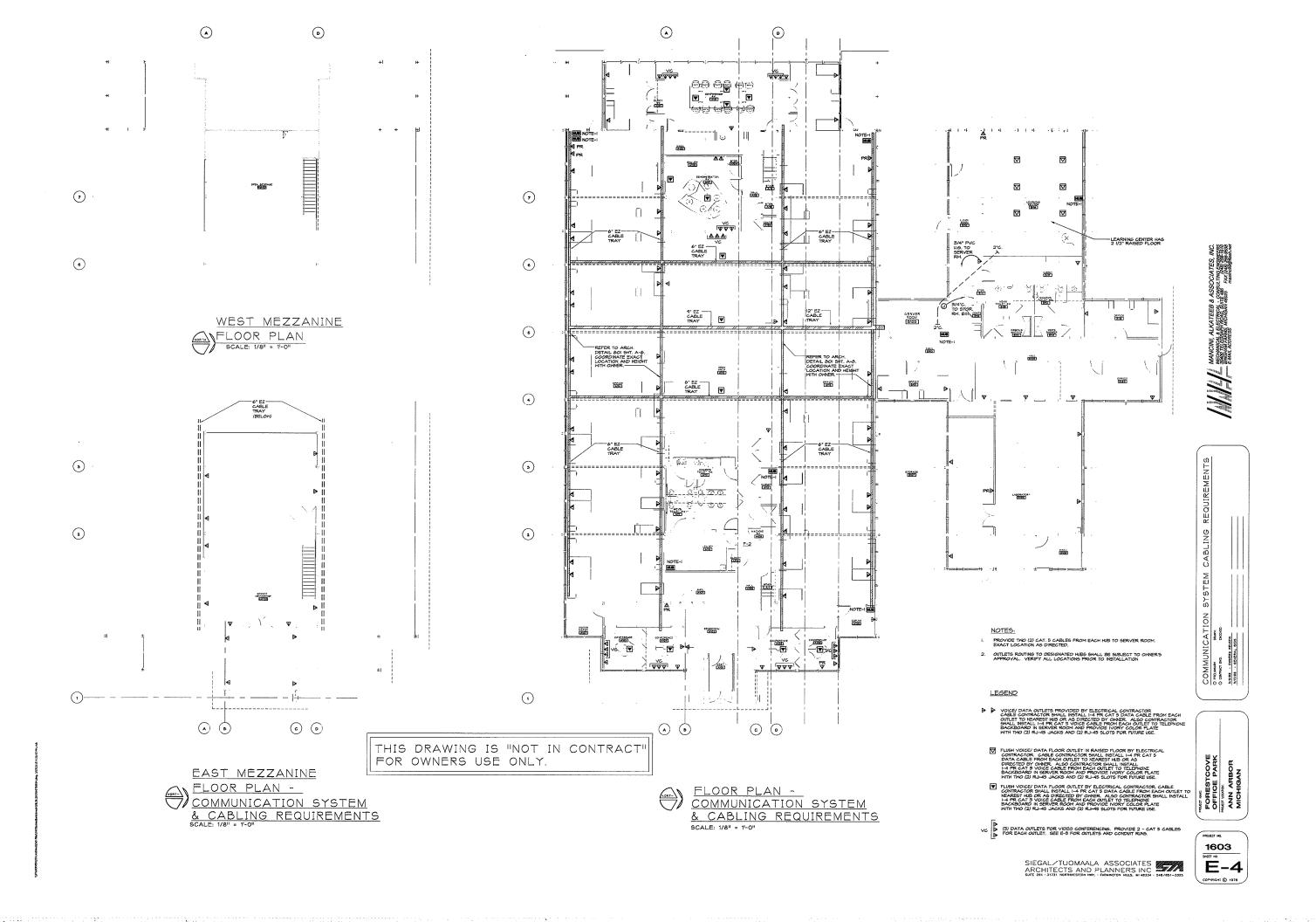


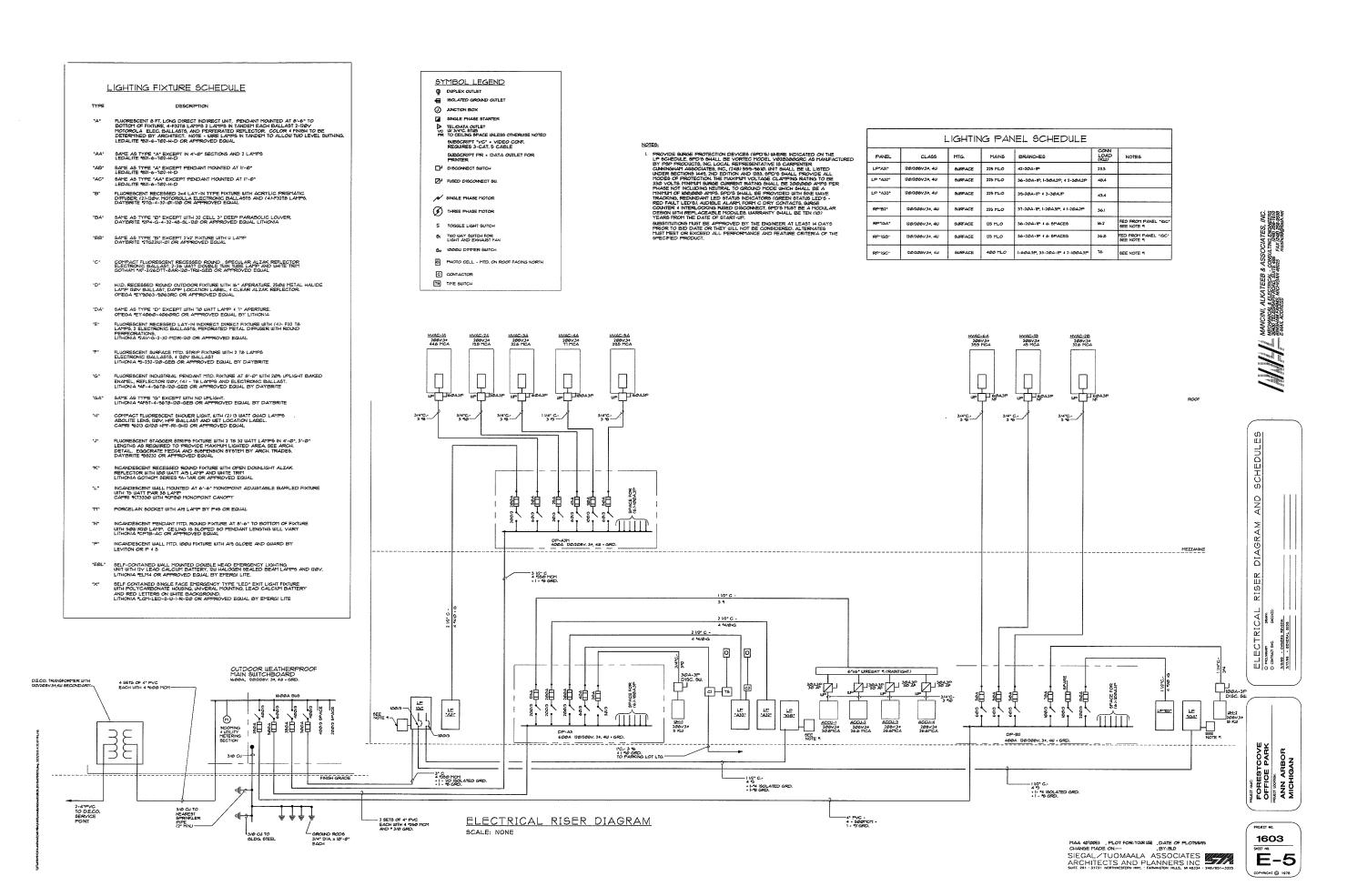
SIEGAL/TUOMAALA ASSOCIATES
ARCHITECTS AND PLANNERS INC
BUILD 281 - 31731 HORTHITISTERN HIM. - FAVORATION HALLS. 81 48334 - 240/4051-33200

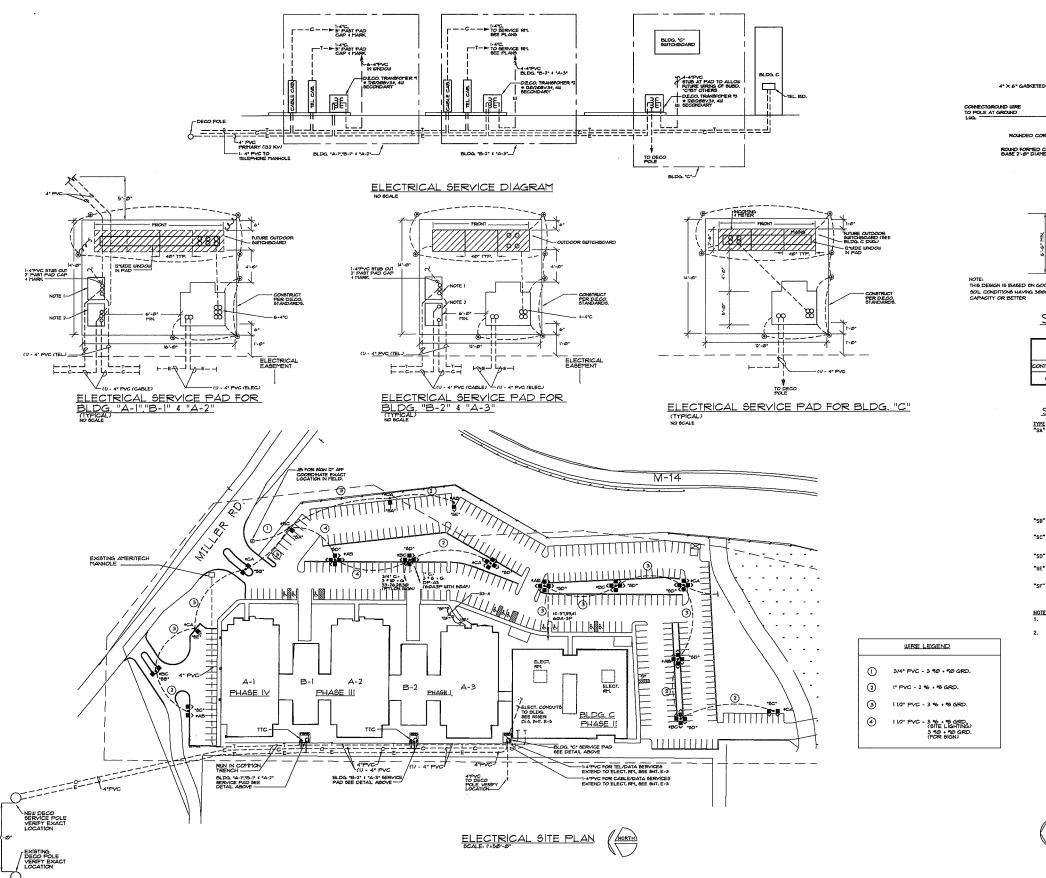


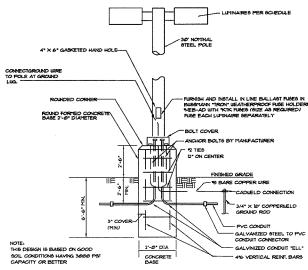












SITE LIGHTING FIXTURE

	CONTA	CTOR S	CHEDULE	,
CONTACTOR	CIRCUITS CONTROLLED	6IZE	USE	CONTROLLED BY
CI	60A3P BRKR HI-31,39,41	60A-3P	SITE LIGHTING	PHOTO CELL "ON" TIME BU, "OFF"

SITE LIGHTING FIXTURE SCHEDULE

IMPE

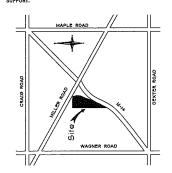
SA* OUTDOOR LIGHTING FIXTUME CONSISTING OF REINFORCED CONCRETE BASE,
SOFT. NOMINAL HEIGHT FOLE AND SINGLE LUMINAIRE AS SPECIFIED. THE
ENTIRE ASSEMBLY SHALL BE DESINGHED TO WITHSTAND A SUSTAINED
WIND OF 80 MPH WITHOUT PERMANENT DAME. UNIT SHALL BE
WIND OF 80 MPH WITHOUT PERMANENT DAME. UNIT SHALL BE
TYPE AND USTRIBUTION, BEILUM CUTTOFF WITH 2009 CONSTAINT WAITAGE
REGULATOR BALLAST AND WITHOUT FUSES. FUSES SHALL BE IN-LINE
TYPE AND INSTAILED IN POLE BASE, POLE SHALL BE SOURCE STRAIGHT
STEEL ARM SHALL BE 10* RECTANGULAR EXTRUDED SHAPE. PROVIDE
ALL ACCESSOMES AND MARDWAME FOR INSTALLATION INCLUDING POLE
BASE AND BOLT COVERS. SHALL BE AND WITHOUT STRAIGHT
STEEL AND SHALL BE 10* RECTANGULAR EXTRUDED SHAPE. PROVIDE
BASE AND BOLT COVERS. SHALL BE AND WITHOUT STRAIGHT
THE MON-PLASTIC RUST PREVENTING HYDRO-CARRON RESIN.

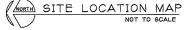
- "SB" SAME AS "SA" EXCEPT WITH (2) LUMINAIRES AT 180 DEGREES EMCO #ECA-18-2-3H-400W-208-BRP
- "SC" SAME AS "SB" EXCEPT FORWARD THROW OPTICAL ASSEBLIES
- "SD" SAME AS "SC" EXCEPT WITH (4) LUMINAIRES AT 90 DEGREE
- "SE" SAME AS "SA" EXCEPT WITH FORWARD THROW DISTRIBUTION
- "SF" METAL HALIDE BOLLARD FIXTURE WITH 100W METAL HALIDE LAMP CONE ROUND REFLECTOR AND FUSES.

 48"x36"x8" CABINET HOFFWAN #A48H360BALLP MOUNT ON UNISTRU SUPPORT.

SUPPORT.

2. 30"x24"x8" CABINET HOFFMAN #A30H240BALLP MOUNT ON UNISTRU





MAA 101006EI , PLOT FOR BIDS , DATE OF PLOT 1/02/99 CHANGE MADE ON 9/1/99 , BY 5P

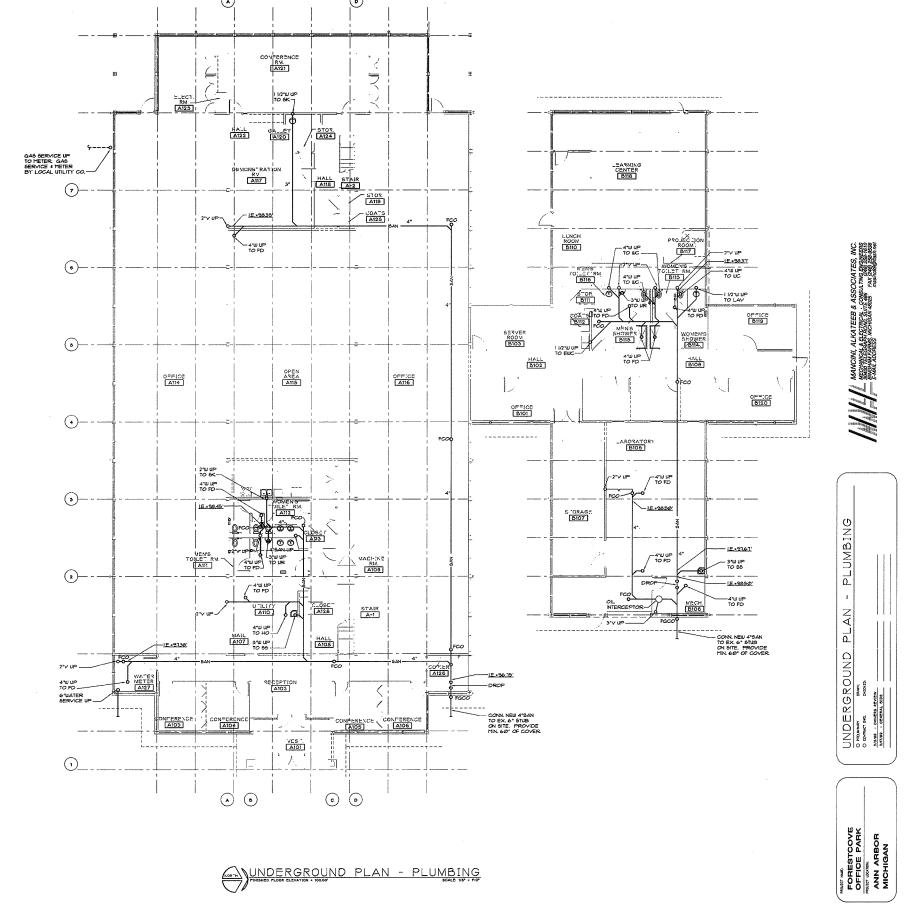
SIEGAL/TUOMAALA ASSOCIATES
ARCHITECTS AND PLANNERS INC
SUIT 281 - 31731 HORINHEISTERN HWY. - FAMILANTON HILLS, IN 14034 - 248/651-3335

1603
SET 1

OPPRIOR © 1878

ELECTRICAL SITE PLAN
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O consell coccus
ANNE - CONTRA ENTER
ANNE - CONTRA ENT

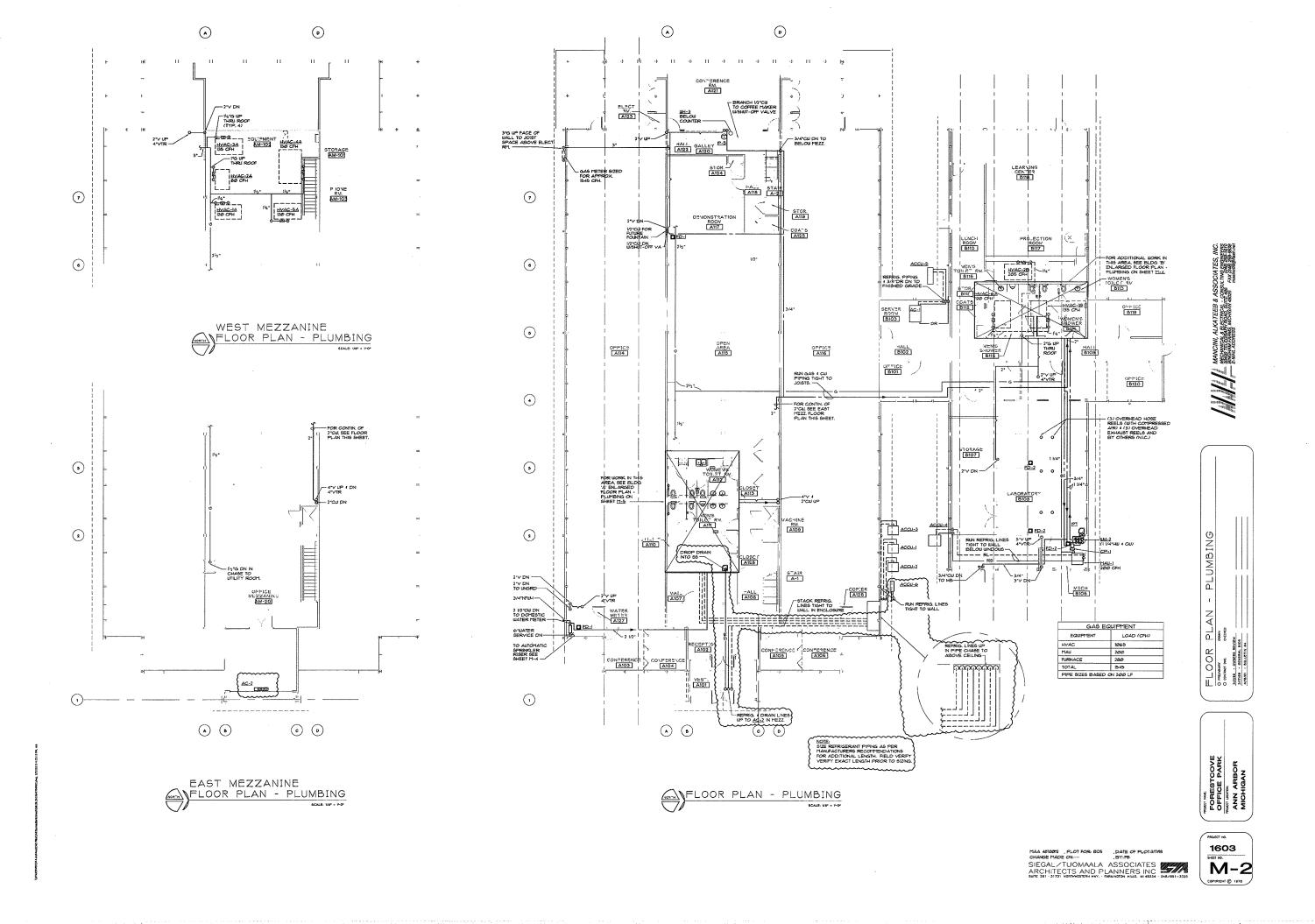
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ANN ARBOR
MICHIGAN

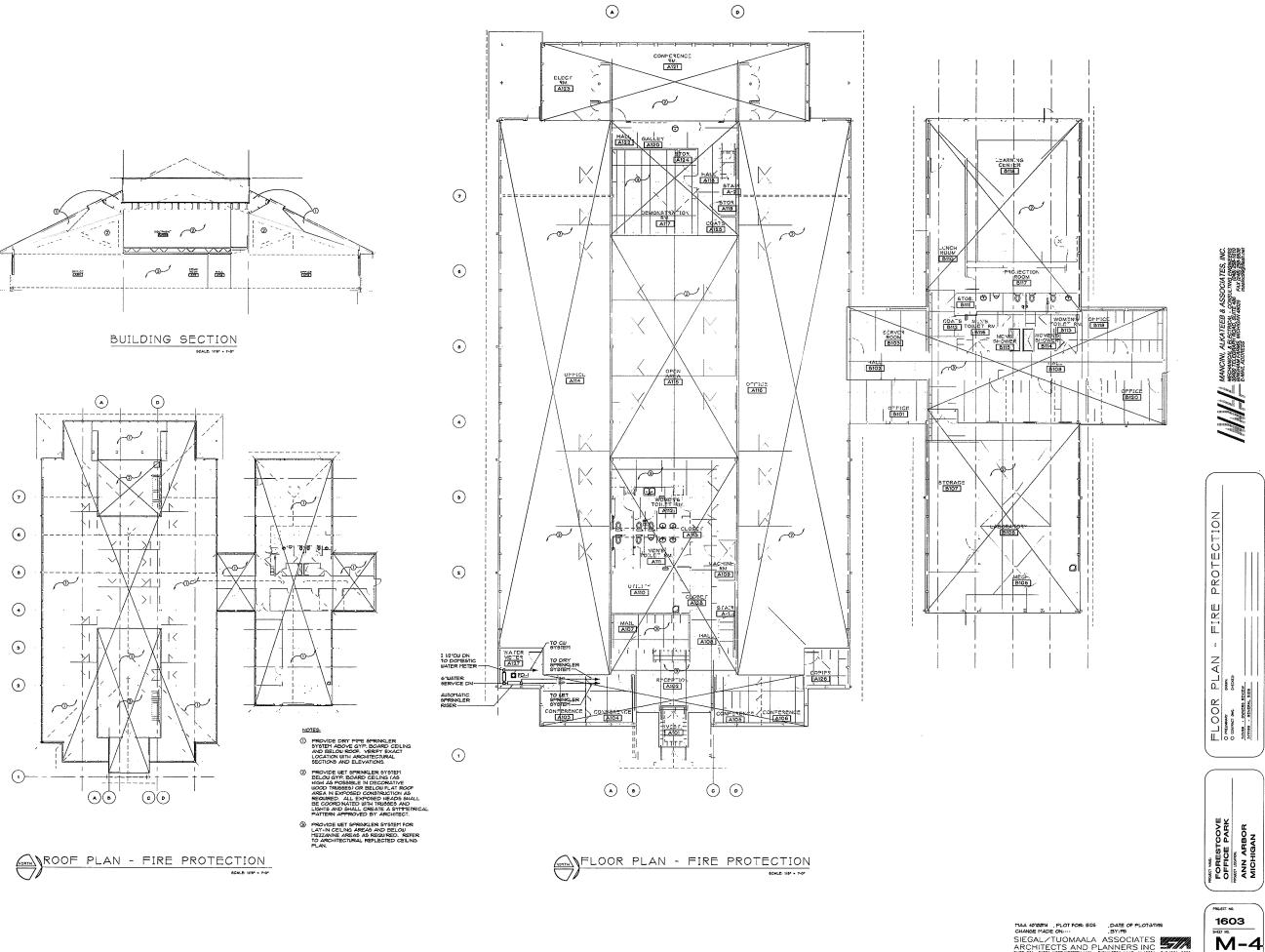


MAA 40000 , PLOT FOR. BIDS , DATE OF PLOTIFIES CHANGE MADE ON.... BY IPS

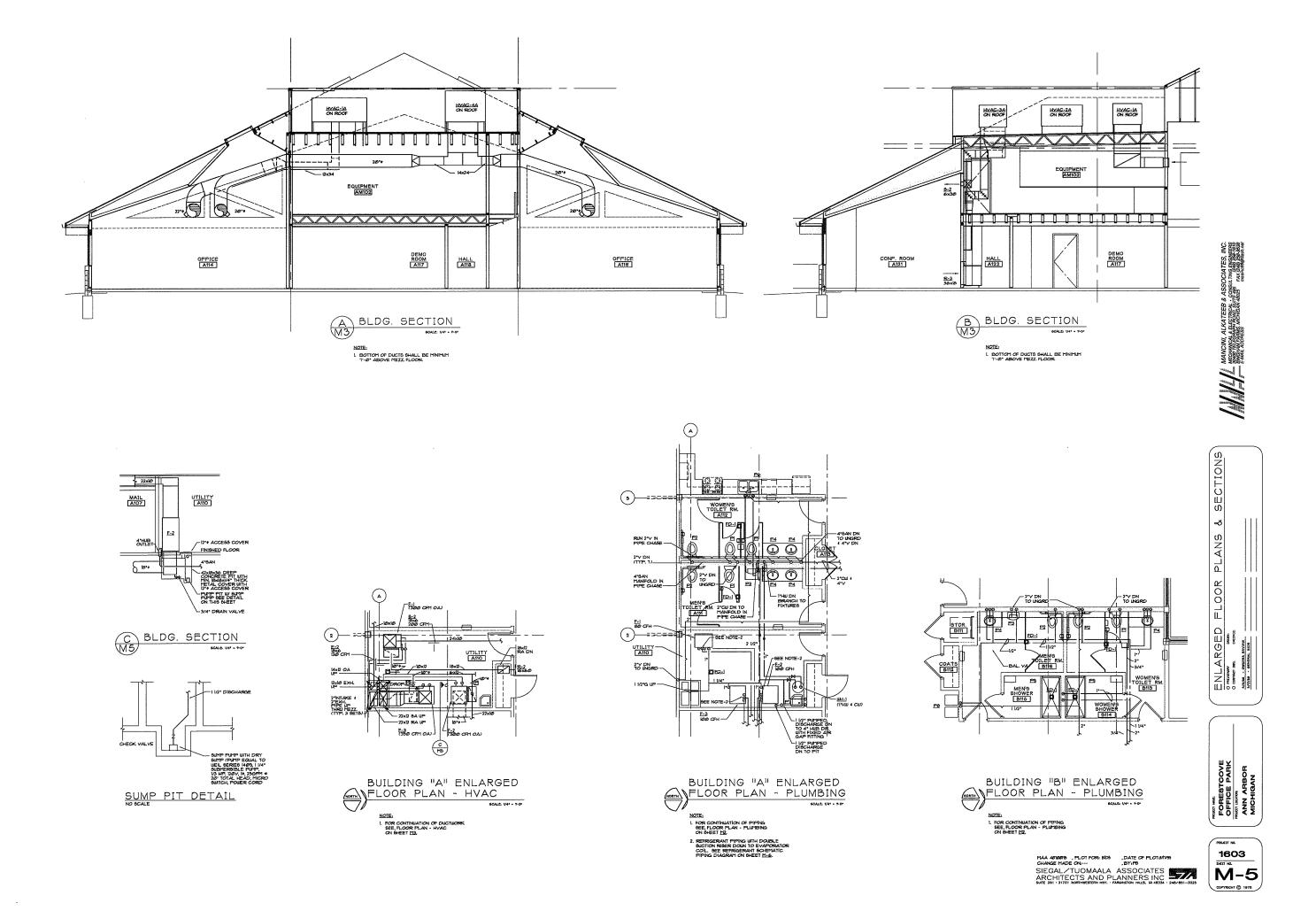
SIEGAL/TUOMAALA ASSOCIATES
ARCHITECTS AND PLANNERS INC.
SUTT 281 - 1211 ANTHORNEY INC. IS 46314 - 2447651 - 3232







HAA 4016674 , PLOT FOR: BD5 , DATE OF PLOTAINGS CHANGE MADE ON:-- SY1FB SIEGAL TUOMAALA ASSOCIATES ARCHITECTS AND PLANNERS INC SUTZ 261 -13715 nothersESTBN CM-, FAMMORD HILL, M 48334 - 1447451 - 3335



A REMOTE THERMOSTAT B BUILT-IN DISCONNECT

HYAC UNIT SCHEDULE

TAG	MANUFACTURER 4 MODEL No.	AREA				COOLIN BO'DB,		SUPF	LY FA	N	ELECTR	RICAL	MINL	
~		SERVED	TYPE	Ω±1 ΣΕ1	OUTPUT MBH	TOTAL MBH	SENS EBH	CFM	ESP	HP	VOLTB/ PHASE	MCA	œ.	
HVAC-IA	TRANE YCD-Ø9Ø	OFFICE *AII4 EXTERIOR	NAT	1200	97.0	912	66A	3300	20	2	208/3	44.6	600	ABCDEG
HVAC-2A	TRANE YCD-Ø36	DEMO RM. *Alii	NAT	800	62.0	36.8	24.9	11000	100	40	2Ø8/3	19.8	200	ABCDFGH
HVAC-3A	TRANE YCD-060	€ F. F. *A121	NAT	135.00	105.0	652	47,4	2300	100	3/4	2Ø8/3	32.6	500	ABCDEG
HVAC-4A	TRANE YCD-15Ø	OFFICE *AII4 4 *AII6 INTERIOR	NAT	1500	122.20	153,0	1152	5800	100	Б	2008/3	77.00	1250	ABCDEG
HVAC-5A	TRANE YCD-Ø15	OFFICE AREA	NAT	1200	97.0	703	568	2875	100	2	208/3	39.5	100	ABCDEG
HVAC-6A	TRANE YCD-Ø16	OFFICE 916 EXTERIOR	NAT	1200	9TØ	75 <i>Ø</i>	53.7	2500	100	2	208/3	395	600	ABCDEG
HVAC-IB	TRANE YCD-Ø3Ø	BLDG. 'B' COMMONS	NAT	205.0	166.0	916	67.3	345@	100	2	208/3	44.6	600	ABCDEG
HVAC-2B	TRANE YCD-060	LEARNING BIIB	NAT	135@	105.0	65.2	47.4	2300	1,00	3/4	208/3	32,6	500	ABCDEG
AC-I	LIEBERT ME0060-EYC	BERVER RM.				هاه	48.9	2350	Ø5Ø	1	200/3		60	CDFHIJ

	b	NOTES AND ACCE	880RI	E8 DE8IGNATION					
Α	16" HIGH PRE-FABRICATED CURB		J	8.3 W6A (WIRE 6	BIZE AM	P6)			
В	OVERSIZED EVAPORATOR MOTOR								
c	2" THROWAWAY FILTERS								
p	FIRESTAT ON UNITS BELOU 2000 CRM SMOKE DAMPERS 2000 CRM AND ABOVE						 		
E	ECONOMIZER								
F	MANUAL OUTSIDE AIR DAMPER								
G	PROGRAMMABLE THERMOSTAT								
н	LOW AMBIENT CONTROL								
	BASED ON 15 TO DB 4 BOX RS4								

	WARM AIR FURNANCE SCHEDULE													
TAG MANUFACTURER AREA LOCATION TYPE "ESP CEM MIN OA GAS DATA E											ECTR	GAL.	NOTES/	
IAG	4 MODEL No.	SERVED	LOCATION			۵.,	(CFM)		INPUT	YOLTS	ΗP	MCA	ACCESSORIES	
F-1	LENNOX G2IV3-8Ø	EAST CORE	UTILITY •AND	UP-FLOW	60	1250	300	NAT.	80.0	120/1	1/2	12.00	ABCDEF	
F-2	LENNOX GSR2IV5-IØØ	CONF. RMS. 103 - 106	UTILITY *AND	DOWN-FLOW	60	1995	300	NAT.	1000	120/1	1	ΠÆ	BCDEFG	
F-3	LENNOX G21V5-1000	OFF, MEZZ. *AM2ØI	UTILITY •All@	UP-FLOW	60	2100	35Ø	NAT,	1000	120/1	1	11.4	BCDEFI	

NOTES AND ACCESSORIES DESIGNATION

_ ^	EVAPORATOR COIL MODEL G23-46
В	ROOF TERMINATION KIT
c	THROWAWAY FILTER (25%)
D	PROGRAMMABLE THERMOSTAT
E	FIRESTAT OR SMOKE DETECTOR
F	LOW AMBIENT CONTROL
G	DOUN-FLOW COMBUSTIBLE FLOOR BASE
H	EVAPORATOR COIL MODEL CR26-51

I EVAPORATOR COIL MODEL C26-65

C INTEGRAL THERMOSTAT

	AIR CO	OL	= D	0	ZDE	Nei	VG U	17IT	sc+	HE	DULE
TAG	MANUFACTURER 4 MODEL No.	UNIT	1	KG CAP.	REFRIG	SUCTION	LIQUID	AMBIENT TEMP	ELECT	RICAL	NOTES/ACCESSORIES
~~		\$ERVED	TOTAL MEH	SENS. MBH		DEG T	DEG F	DEG 'F	VOLTS	MCA	
ACCU-I	LENNOX H921-513	F-I	40.7	345	HCFC-22	44	95	95	208/3	20B	AB
ACCU-2	LENNOX H621-653	F-2	643	37.2	HCFC-22	44	95	95	208/3	26.6	AB
ACCU-3	LENNOX H921-653	F-3	643	37.2	HCFC-22	44	95	95	200/3	26.6	AB
ACCU-4	LENNOX H821-693	MAU-1	643	372	HCFC-22	44	95	95	208/3	26.6	АВ
ACCU-5	LIEBERT	AC-I	610	48.9	HCFC-22	44	95	95	200/3		ABC

NOTES AND ACCESSORIES DESIGNATION A LOW AMBIENT CONTROL
B MOUNT ON CONCRETE PAD

c	26.9 USA (WIRE SIZE AMPS)

FAN SCHEDULE												
7.65	TAG MANIFACTURER SERVICE LOCATION CR1 E8P FAN UHEEL ELECTRICAL NOTES/ACCESSORIES											
.~	4 MODEL NO.	OLIVIOL.	LOCATION	۵.,	ישני	2	TYPE	VOLT8	퓬	NO 120743GEOGRAPO		
EF-I	EF-I GREENHECK TOILET RY AILA ROOF 650 315 RMC BI 120/1 1/4 ACDE											
EF-2	GREENHECK GB-80	TOILET RM Bits & Bile	ROOF	500	3TĐ	ř	ы	120/1	1/4	ACDE		
EF-3	EF-3 GREEN-ECK LAB ROOF 2000 315 RMC BI 120/1 1/3 ABCD											
EF-4	GREENHECK SP-224	MACHL FRM. *Al299	CEILING	200	250	CLG	FC	120/1	89W	DEFGH		
	nes.											
FAN KEY: R11P - ROOF MOUNTED PROPELLER R11C - ROOF MOUNTED CENTRIFIXAL VA - VANE AXIAL BI - BACKURD OCINED												
RP14 - RCOF MOUNTED AXIAL TA - TUBE AXIAL AF - AIRFOIL TWC - WALL MOUNTED CENTRIFISAL (LG - CELING MOUNT RAD - RADIAL ILC - INCLINE CENTRIFISAL UTL - UTLITY SET (ROOF) P - PROPELLER LA - NLINE AXIAL UTP - WALL MOUNTED PROPELLER												
			NOTES AND									

H MODEL RJ-6x9 PITCHED ROOF CAP

B MOTORIZED BACKDRAFT DAMPERS
C BIRDSCREEN D FACTORY MOUNTED 4 WIRED DISCONNECT SWITCH E GRAVITY BACKDRAFT DAMPER F VIBRATION ISOLATORS G THERMOSTAT SET AT 80%

	AIR I	VTAK	E/F	22	LIE	=	00) 	80		
TAG	MANUFACTURER				THROAT	STATIC	THRO	AT SIZE	ноон		OVE CURB CAP
IAG	MANUFACTURER 4 MODEL No.	LOCATION	SERVES	CFFI	VEL.	PRESS	WIDTH	LENGTH	DIA.	HEIGHT	NOTEB/ACCESSORIES
OAI-I	GREENHECK GREE-18	EAST MEZZ	F-1, F-2 F-3	950	5/9	<i>e</i> 6.	184	18"	32"4	h-	ABC
L_											
									<u> </u>		

NOTES AND ACCESSORIES DESIGNATION

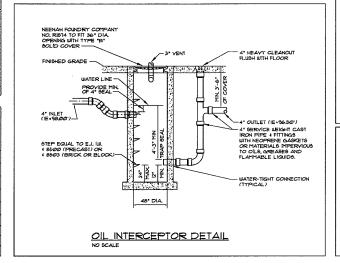
A	12° HIGH ROOF CURB
В	GRAVITY BACKDRAFT DAMPER
c.	PIPO CPEEN

$+$ 0 $^{+}$	WATER	HEATER
--------------	-------	--------

TAG	MANUFACTURER 4 MODEL No.	LOCATION	ELEC	TRICAL	CA	E9	NOTES/ACCESSORIES	
1223		LOCATION	VOLTS.	ĸw	STORAGE	TR F	RECOVERY (GPM)	NO 1ES/ACCESSORIES
WH-1	LOCHINVAR ESK Ø3ØGG	UTILITY RML	2008/3	5.0	3/2	100	2Ø5	AB
WH-2	LOCHINVAR HSK 18-052	MECH RM.	208/3	18,0	52	100	74.00	Δ
WH-3	LOCHINVAR MTC ØØ2E	HALL PAD2	1200/1	1,5	2	100	60	
					1			

NOTES AND ACCESSORIES DESIGNATION

Α	P 4 T RELIEF VALVE TO FLOOR DRAIN OR SERVICE SINK
В	WALL MOUNT SHELF
~	



TAG	MANUFACTURER 4 MODEL No.	SERVICE	MOUNTING	OVERALL SIZE	NECK SIZE	NOTES/ACCESSORIES
8-1	TITUS TDC	SAD	LAY-IN	24×24	SEE DUG.	ABC
5 -2	TITUS 212RL	SAD	SURFACE		SEE DUG	AC
8-3	ACUTHERM TF-HC	\$AD	SURFACE	24x24	SEE DUG	CD
8-4	TITUS CT-PP-0	9AD	FLOOR	SEE DUG.		AE
8-5	TITUS TDC	SAD	LAY-IN	24×48	SEE DUKS.	ABC
R-i	TÎTUS 50F	RAR	LAY-IN	24x12	22×1Ø	AC
R-2	Titus 540F	RAR	LAY-IN	24x24	22×22	AC
R-3	TITUS 23RL	RAG	SURFACE		SEE DUG.	AC
R-4	TITUS ISRL	RAG	SURFACE		SEE DUG.	AC
E-1	TITUS 52F	EAR	LAY-IN		SEE DUG.	AC
E-2	TITUS 23RL	EAR	SURFACE	1øxlø		AC
T-1	TITUS 23FSL	TAG	SURFACE		SEE DUG	С

SAR - CEILING OR WALL SUPPLY REGISTER EAR - CEILING OR WALL EXHAUST REGISTER TAG - CEILING OR WALL TRANSFER GRILLE EAG - CEILING OR WALL EXHAUST GRILLE

4	OPPOSED BLADE VOLUME DAMPER	Δ	NON-DUMPING TYPE
9	SQUARE TO ROUND ADAPTER	E	HEAVY-DUTY MOUNTING FRAME
-	WHITE FINISH		

	GAS FIRED MAKE-UP AIR UNIT											
VG.	MANUFACTURER 4 MODEL No.	SERVED	TYPE	SUPPLY CRM	28 28 28 24 24 24 24 24 24 24 24 24 24 24 24 24	EMP. ESP	GA6 DATA		ELECTRICAL		NOTES/ ACCESSORIES	
							TYPE	INPUT CF#	VOLT	HP	ACCESSORIES	
IJ-1	REZNOR CAUA-200	MECH.	NOIRECT	2000	65 F	100	NAT.	200.0	200/3	1	ABCDE	
												Ī

- TO DRY SPKR SYSTEM FLOW SWITCH

DRY PIPE VALVE

PRESSURE GAUGE

AUTOMATIC SPRINKLER RISER DIAGRAM NO SCALE

WATER METER INSTALLATION DIAGRAM NO SCALE

2"WTR METER

2°CW TO METER -

M-BFP-W-2 1/2"CW TO FIXTURES

NOTE
METER AND BACKFLOW PREVENTER
TO BE INSTALLED PER CITY OF
ANN ARBOR REQUIREMENTS

DRAIN VALVES -PIPE SUPPORTS~

6"CW SERVICE (BY SITE UTILITIES CONTRACTOR)

- CA --- 3/4"

NOTES AND ACCESSORIES DESIGNATION

A	NIENLOCKING CONINCL RELATE			
В	REZNOR MODEL ACUADED COOLING COIL			

-6PLA6H BLOCK BY ARCH, TRADES

NOTES:

PROVIDE REDUCED PRESSURE BACKFLOU PREVENTER IF REQUIRED BY APPLICABLE CODES.

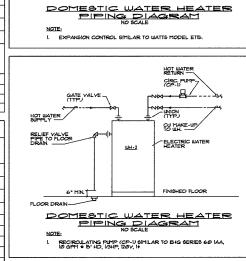
-6"CW TO ASR

61 CONC. SUPPORT

-	THROWALD THE TERM (254
۵	EQUIPMENT RAILS

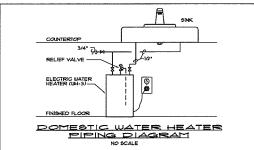
E SMOKE DETECTOR

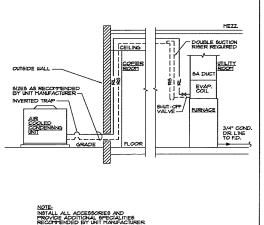
SIAMESE CONNECTION



ASME TEMPERATURE PRESSURE RELIEF VA

-2" GAL VANIZED -2" DEEP GALVANIZED DRAIN PAN WITH ASPHALTUM INTERIOR COATING





MAA 400006 PLOT FOR: 8D5 DATE OF PLOTATIONS
CHANGE MADE OR..... PSYLES
SIEGAL/TUOMAALA ASSOCIATES
ARCHITECTS AND PLANNERS INC.
SUIT 281-13751 MORTHISTER HWY. FAMILY HUS. 91-2825

REFRIGERANT SCHEMATIC PIPING DIAGRAM NO SCALE

SCHEDUL -જ DETAILS (
OPERATION OF THE STATES OF THE STA

E S

FORESTCOVE
OFFICE PARK
MACTICATION
ANN ARBOR
MICHIGAN

1603 M-6

ATTACHMENT B LEGAL STATUS OF OFFEROR

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:
 A corporation organized and doing business under the laws of the state of , for whom bearing the office title of, whose signature is affixed to this proposal, is authorized to execute contracts on behalf
of respondent.*
*If not incorporated in Michigan, please attach the corporation's Certificate of Authority
 A limited liability company doing business under the laws of the State of, whom bearing the title of whose signature is affixed to this proposal, is authorized to execute contract on behalf of
the LLC.
A partnership organized under the laws of the State of and filed with the County of , whose members are (attach list including street and mailing address for each.)
 An individual, whose signature with address, is affixed to this RFP.
Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.
Date:, Signature
(Print) Name Title
Firm:
Address:
Contact Phone Fax
Empil

ATTACHMENT C 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.
- (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.

Company Name		
Signature of Authorized Representative	 Date	
Print Name and Title		
Address, City, State, Zip		
Phone/Email address Questions about the Notice or Procurement	Office of the City of	
	(734) 794-6500	

Revised 3/31/15 Rev. 0 NDO-2

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ATTACHMENT D **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 twelvemonth 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

Print Name and Title

<u> </u>						
The Contrac	ctor 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 \$15.90/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 \$17.73/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 with Section 1:815(3).					
	Check the applicable box b	elow which applies to your workforce				
	Employees who are assigned to any applicable living wage without health b	covered City contract/grant will be paid at or above the enefits				
	Employees who are assigned to any applicable living wage with health bene	covered City contract/grant will be paid at or above the				
(b)	To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in ever 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.					
has offered Wage Ordin Ordinance,	to provide the services or agrees to accept finar nance. The undersigned certifies that he/she had obligates the Employer/Grantee to those terms a	ty to act on behalf of his/her employer in these matters and nicial assistance in accordance with the terms of the Living as read and is familiar with the terms of the Living Wage and acknowledges that if his/her employer is found to be in d termination of the awarded contract or grant of financia				
Company Na	me	Street Address				
Signature of /	Authorized Representative Date	City, State, Zip				

Phone/Email address

ATTACHMENT E



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.

- 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 Inte	erest Disclosure*
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee () Interest in vendor's company
	() Other (please describe in box below)

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		

^{*}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.

ATTACHMENT F 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/humanrights.

<u>Intent:</u> 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.

<u>Discriminatory Employment Practices:</u> 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.

<u>Discriminatory Effects:</u> 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 believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 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 allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

<u>Private Actions For Damages or Injunctive Relief:</u> 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.

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024

\$15.90 per hour

If the employer provides health care benefits*

\$17.73 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

APPENDIX A - SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT BETWEEN [TBD] AND THE CITY OF ANN ARBOR FOR [TBD]

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] [TBD], [TBD], [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

1. **DEFINITIONS**

Administering Service Area/Unit means [TBD].

Contract Administrator means [TBD], acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means [TBD].

Services means [TBD] as further described in Exhibit A.

2. DURATION

A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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 compensation 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. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. 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 is 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.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be 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-authorized 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 and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of 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, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees \$1,000,000.
 - Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or
	Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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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
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4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 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 that diminish the City's protections as an additional insured under the policy. 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, 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.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. <u>Nondiscrimination</u>. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. <u>Living Wage</u>. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including 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 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 through the City budget process. If funds 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 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right 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, 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 affect the waiving party's right to require strict performance of this Agreement.

13. 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 below 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 Contractor:

[TBD] ATTN: [TBD] [TBD] [TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor ATTN: [TBD] 301 E. Huron St. Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor ATTN: Office of the City Attorney 301 East Huron Street, 3rd Floor Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient

and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. 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 and to obtain the City's consent therefor. The City's prospective consent to 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, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of 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.

17. 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 is 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.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and 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 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 terms or conditions. 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 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.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

[TBD]	CITY OF ANN ARBOR	
By:	Ву:	
Name:	Name:	Milton Dohoney Jr.
Title:	Title:	City Administrator
Date:	Date:	
	Approved as to substance:	
	By:	
	Name:	
	Title:	
	Date:	
	Approved as to form:	
	Ву:	
	Name:	Atleen Kaur
	Title:	City Attorney

Date:

EXHIBIT A Scope of Services

EXHIBIT B

Compensation