

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
DICLEMENTE SIEGEL DESIGN INC.  
AND THE CITY OF ANN ARBOR  
FOR THE FIRE STATION #1 GENERATOR REPLACEMENT PROJECT**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and DiClemente Siegel Design Inc. ("Contractor") a Michigan Corporation with its address at 28105  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)  
Greenfield Road, Southfield, Michigan 48076 agree as follows on this 27<sup>th</sup> day of April, 2017.

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

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area, Fleet & Facilities Unit.

Contract Administrator means the Fleet & Facilities Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Fire Station #1 Generator Replacement Project.  
Project name

**II. DURATION**

This Agreement shall become effective on April 27, 2017, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to provide professional engineering services  
type of service  
("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

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

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

**X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express

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

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

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

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

City of Ann Arbor  
Public Services Area Administrator  
301 E. Huron St.  
Ann Arbor, Michigan 48104

#### **XIV. 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.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the 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 the 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 Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

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

## **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.


## **XVII. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

## **XVIII. EXTENT OF AGREEMENT**

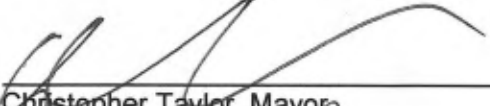
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

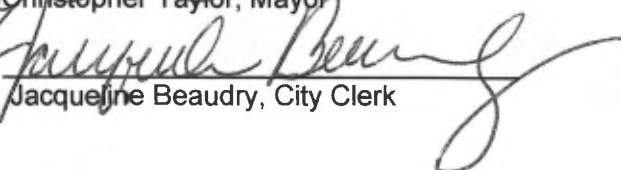
**FOR CONTRACTOR**

By   
Type Name


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

**FOR THE CITY OF ANN ARBOR**

By   
Christopher Taylor, Mayor

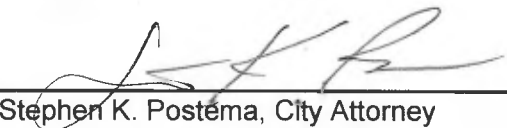
By   
Jacqueline Beaudry, City Clerk

**Approved as to substance**

  
Howard S. Lazarus, City Administrator

  
Craig Hupy, Public Service Area  
Administrator

**Approved as to form and content**

  
Stephen K. Postema, City Attorney



**EXHIBIT A  
SCOPE OF SERVICES**

**See Attached Proposal Dated February 22, 2017**

**EXHIBIT B  
COMPENSATION**

**General**

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

**See Attached Proposal Dated February 22, 2017**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

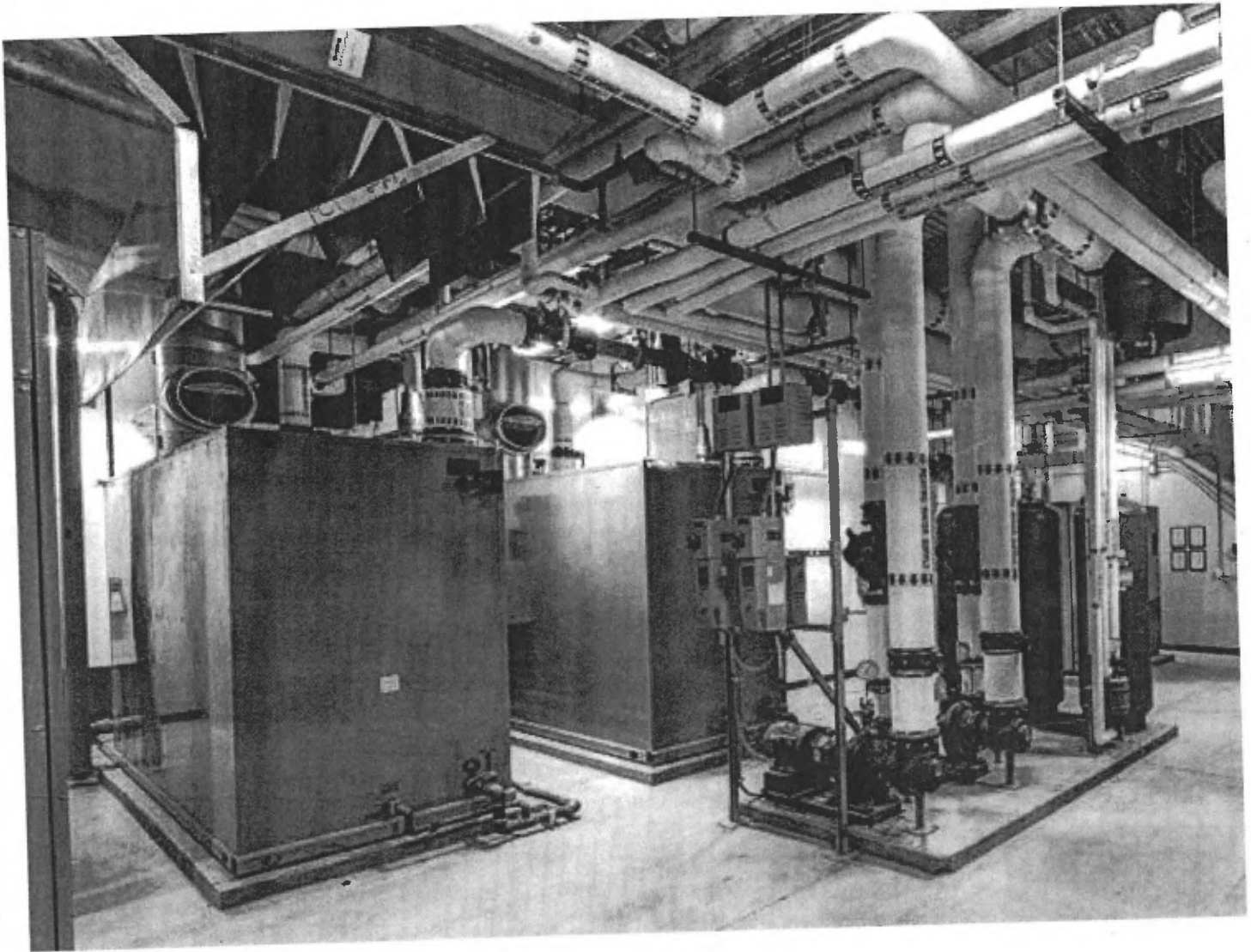
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.



## Fire Station #1 Generator Replacement Project

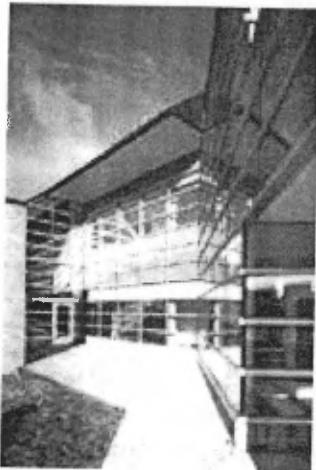
Proposal to:  
City of Ann Arbor  
Matthew Kulhanek, Fleet & Facilities Manager

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



**MISSION**

*Our mission is to partner with our clients in achieving their business goals through efficient and innovative engineering and architectural solutions.*



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

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

Since 2012, **DSD has audited over 10,000,000 square feet of building space** including Classroom, Office, Conference, Research, Food Service, Kitchen, Collaboration and Equipment room spaces. DSD has reviewed the mechanical systems for operating efficiency and retro-commissioning needs. We have assisted our clients in replacing obsolete or inefficient equipment, upgraded systems for modern operation with revised operating conditions controls. We specialize in renovation work appropriately reusing equipment and components when they benefit the client, without compromising the final operation of the system.

**Employees**

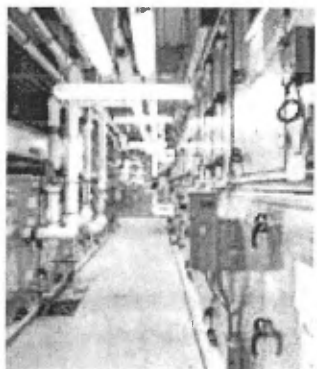
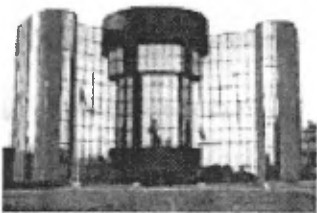
As a full-service firm, DSD requires professional and technical staff members that are continually striving for excellence. Our employees regularly participate in education and development programs that inform them of changing regulations, procedures, and safety codes. The following is a summary of our personnel:

Mechanical Engineers (Registered)	6
Mechanical Designers	11
Electrical Engineers (Registered)	4
Electrical Designers	10
Architects (Registered)	3
Architectural Designers	4
Support Staff	9
Total Employees	47

**Sustainability**

DSD became a corporate member of the United States Green Building Council (USGBC) in 2002. DSD promotes buildings that are environmentally responsible, healthy places to occupy. Maximizing comfort, building performance, ease of maintenance, and safety are our focus when designing mechanical, electrical, and architectural systems. Energy conserving HVAC systems, Energy Management Systems, and high-efficiency interior and exterior lighting based on optimizing costs and efficiencies are recommended for every project the firm undertakes. **DSD is pleased to have 12 LEED Accredited Professionals® on staff.** These titles indicate an experienced building industry practitioner who has demonstrated knowledge of integrated design and the capacity to facilitate the LEED certification process on the LEED Professional Accreditation exams. The exams test an individual's understanding of green building practices and principles, as well as familiarity with LEED requirements, resources, and processes.





### Professional Services

DSD delivers a comprehensive selection of professional planning, design, and construction phase services to fit the particular scope and objectives of each project and staffs the projects according to the project scope, schedule, and budget. Our professional services include the following:

#### Mechanical Engineering

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

#### Information Technology Design

- Telecommunication Systems
- In-Building Infrastructure
- Structured Cabling Design
- Voice Systems
- Data Networking and Electronics
- Audio/Video Distribution Systems
- Local, Metropolitan, and Wide Networks
- Campus Network Design
- Security Systems
- Wireless Communications
- Mass Notification Systems Integration

#### Contact Information

Headquarters  
28105 Greenfield Road  
Southfield, MI 48076  
T: 248-569-1430  
F: 248-569-0096

[www.dsdonline.com](http://www.dsdonline.com)  
[mktg@dsdonline.com](mailto:mktg@dsdonline.com)

#### Electrical Engineering

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

#### Architecture

- Site Master Planning
- Architectural Programming
- Facility Evaluations
- Site/Facility Selection Assistance
- ADA Compliance
- Space Planning
- Interior Design
- Signage

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





Mr. Sam Molin has 30 years of experience designing electrical power systems including lighting and instrumentation and controls. His responsibilities include analysis, documentation, engineering, specifications, overseeing preparation of construction documents, and field observation. He has provided engineering services for numerous primary and secondary electrical power distribution studies, and evaluations of electrical power systems and arc flash projects at hundreds of facilities over his career. Being Director of Engineering, Sam is responsible for project management and administration of the Engineering Department at DSD.

**PROJECT ROLE**

Lead Electrical Engineer

**REGISTRATIONS**

Professional Engineer  
State of Michigan, 1993  
State of Connecticut

**EDUCATION**

Bachelor of Science  
Electrical Engineering, 1985  
Western Michigan University

**EXPERIENCE**

DiClemente Siegel Design Inc.  
9/1989 – Present

Edelstein Associates  
*Electrical Engineer*

DS&A Consulting Engineering  
*Electrical Engineer*

**AFFILIATION**

U.S. Green Building Council

**Project Experience**

- Emergency Generator, Wayne State University, Detroit, MI
- Generator, Davita Dialysis Center, Waterford, MI
- Medical Center, OR Facility UPS and Backup Emergency System, Genesys Health System, Grand Blanc, MI
- Critical Processing Department Emergency Power, Genesys Health System, Grand Blanc, MI
- Emergency Power System, St. John Oakland Hospital, Madison Heights, MI
- Municipal Complex, Generator System Installation, City of Southfield, Southfield, MI
- Emergency Generator Installation Studies, City of Dearborn, Dearborn, MI
- Lighting Study and Solar Study for Water Treatment Plants, Charter Township of Waterford, Waterford, MI
- Township Hall and Courthouse, HVAC Controls Upgrade, Charter Township of Waterford, Waterford Township, MI
- Waterford Township Library Generator, Charter Township of Waterford, Waterford, MI
- Building Energy Audits, Charter Township of Waterford, Waterford Township, MI
- Town Hall, Fire Alarm Upgrade, Charter Township of Waterford, Waterford Township, MI
- Police Station, HVAC Upgrades, City of Dearborn, Dearborn, MI
- Emergency Operations Center, City of Dearborn, Dearborn, MI
- Fire Station No. 1, HVAC Renovation, City of Dearborn, Dearborn, MI
- Fire Station No. 2, HVAC Renovation, City of Dearborn, Dearborn, MI
- Fire Station No. 4, HVAC Renovation, City of Dearborn, Dearborn, MI
- Sewage Building, Office Renovations and Addition Feasibility Study, City of Dearborn, Dearborn, MI
- Fourth Precinct, Public Service Mall, City of Detroit, Detroit, MI
- IT Server HVAC, City of Pontiac, Pontiac, MI
- Fire Station No. 2, HVAC Upgrades, City of Trenton, Trenton, MI
- Powerhouse Electric Upgrade, Macomb County, Mt. Clemens, MI
- Old County and Circuit Court Renovations, Macomb County, Mt. Clemens, MI
- Executive Terminal, Renovation/Feasibility Study, Wayne County Airport Authority, Detroit, MI





Mr. John Ritchie has over 35 years of experience in the design of commercial, educational, healthcare, religious, governmental, and industrial facilities. He is a detailed-oriented architect who possesses the necessary technical and project management skills along with knowledge of building codes, construction type, and materials for the successful completion of projects. John excels at balancing the client's vision along with meeting the budget and schedule throughout the course of the project.

**PROJECT ROLE**

Project Manager

**REGISTRATIONS**

Registered Architect  
State of Michigan  
State of Ohio

**EDUCATION**

Bachelor of Science  
Architecture, 1979  
Lawrence Technological  
University

**EXPERIENCE**

DiClemente Siegel Design Inc.  
10/2006 – Present

Cornerstone Engineering, Inc.  
*Account Manager*

Ghafari Associates, Inc.  
*Project Manager*

TMP Associates, Inc.  
*Project Architect*

Cunningham Limp  
*Architectural Detailer*

**AFFILIATIONS**

American Institute of  
Architects (AIA)

Engineering Society of Detroit

National Council of  
Architectural Registration  
Boards (NCARB)

U.S. Green Building Council

**Project Experience**

**Government**

- EECBG Condition Evaluation, Charter Township of West Bloomfield, Bloomfield Township, MI
- Police Station Renovations, Charter Township of West Bloomfield, Bloomfield Township, MI
- Four Fire Station Renovations, Charter Township of West Bloomfield, Bloomfield Township, MI
- Water Building Site Lighting Upgrades, Charter Township of West Bloomfield, Bloomfield Township, MI
- Powerhouse Renovation, City of Dearborn, Dearborn, MI
- Hall of Justice, HVAC Renovation, City of Troy, Troy, MI
- City Hall SCADA Room Expansion, City of Rochester, Rochester, MI
- Parks and Recreation Building Renovation, City of Southfield, Southfield, MI
- HVAC Assessment, Port of Monroe, Monroe, MI
- North Powerhouse Steam Plant Upgrades, Wayne County Airport Authority, Romulus, MI

**Higher Education**

- Wright Home Renovation, College for Creative Studies, Detroit, MI
- Wise Hall, Renovation Study, Eastern Michigan University, Ypsilanti, MI
- West Campus Primary Electrical Upgrade Study, Ferris State University, Big Rapids, MI
- Engineering Building Renovation, Michigan State University, East Lansing, MI
- HVAC Upgrade, Michigan State University, Troy, MI
- Applied Science Building, HVAC Replacement, Schoolcraft College, Livonia, MI
- Freer House HVAC Upgrades, Wayne State University, Detroit, MI

**Facility Assessments**

- Research and Engineering Center, Facility Audit for 32 Buildings, Confidential Client, Dearborn, MI
- Property Condition Report, Congregation Shaarey Zedek, Southfield, MI
- Building Audit, Detroit Institute of Arts, Detroit, MI
- HVAC Assessment, Port of Monroe, Monroe, MI



Mr. John Ogle has over 40 years of experience designing electrical systems for industrial, commercial, and institutional facilities. He is consistently called upon by DSD to solve complex electrical design challenges. His aptitude and background have prepared him for taking on long-running projects and/or those projects with a high degree of difficulty. John has the ability to analyze present facility conditions and make recommendations based on his extensive engineering knowledge and experience. His responsibilities include analysis, documentation, engineering, specifications, overseeing preparation of construction documents, and field observation.

**PROJECT ROLE**

Electrical Engineer

**REGISTRATIONS**

Professional Engineer  
State of Michigan  
State of Colorado

**EDUCATION**

Bachelor of Science  
Electrical Engineering  
Michigan Technological  
University

**EXPERIENCE**

DiClemente Siegel Design Inc.  
6/1986 – Present

**AFFILIATIONS**

Institute of Electrical and  
Electronics Engineers

Illuminating Engineering  
Society of North America

International Association of  
Electrical Inspectors

City of Southfield Electrical  
Board

U.S. Green Building Council

**Project Experience**

**Government**

- Jefferson St. Waste Treatment Plant, Chlorine Evaporator Upgrade, Detroit Water and Sewerage Department, Detroit, MI
- Springwells Treatment Plant, Electrical Renovations, Detroit Water and Sewerage Department, Detroit, MI
- Springwells Treatment Plant, Low Volt Rehabilitation, Phases I and II, Detroit Water and Sewerage Department, Detroit, MI
- Powerhouse Electric Upgrade, Macomb County, Mt. Clemens, MI
- Old County and Circuit Court Renovations, Macomb County, Mt. Clemens, MI
- Caro Center Campus Generator, State of Michigan, Caro, MI
- North Powerhouse, Steam Plant Upgrade, Wayne County Airport Authority, Detroit, MI

**Higher Education**

- Co-Gen/Emergency Generator Operation, Ferris State University, Big Rapids, MI
- Management Education Center, Computer Network, Michigan State University, Troy, MI
- Management Education Center, Lighting Revisions, Michigan State University, Troy, MI
- Bessey Hall, Energy Conservation Implementation, Michigan State University, East Lansing, MI
- Site Infrastructure Analysis, Oakland University, Rochester, MI
- Primary Power Analysis, Oakland University, Rochester, MI
- Spencer Substation, Oakland University, Rochester, MI
- Hatcher Library, Regional Central Chiller Plant, University of Michigan, Ann Arbor, MI
- Hatcher Building, Emergency Generator Installation Study and Design, University of Michigan, Ann Arbor, MI
- Denison Building, Emergency Generator Installation Study and Design, University of Michigan, Ann Arbor, MI
- Angell/Mason Hall, Emergency Generator Installation Study and Design, University of Michigan, Ann Arbor, MI
- Emergency Generator, Wayne State University, Detroit, MI



Mr. Bill Grayzar has over 30 years of experience in the mechanical design field and continues to enhance his system engineering skills through additional vocational field training. He is excellent at designing HVAC renovations for older buildings for religious, educational, municipal, and automotive clients, as well as others. His goal for renovations is to design energy cost saving systems that will enhance the system performance of the entire facility. Bill has an excellent working knowledge of Michigan's current building codes and regulations.

### Project Experience

#### PROJECT ROLE

Mechanical Designer

#### EDUCATION

Associates Degree  
Architectural Technology,  
1984

Delta College  
University Center, Michigan

Courses – CAD and Mechanical  
Engineering  
Oakland Community College

Courses – Architectural  
Technology  
Lawrence Technical University

#### EXPERIENCE

DiClemente Siegel Design Inc.  
3/1998 – Present

Dunaj, Gatchell, McIntosh,  
Fitzpatrick Consulting  
Engineers

Dunaj, Schlitt & Associates Inc.

#### AFFILIATIONS

American Society of Plumbing  
Engineers

Great Lakes Area Council BSA

Code Study and Development  
Group of Southeastern  
Michigan

National Fire Protection  
Association (NFPA)

#### Government

- Municipal Complex, Generator System Study and Implementation, City of Southfield, Southfield, MI
- Library Generator, Charter Township of Waterford, Waterford, MI
- Generator Replacement, Genesee County, Flint, MI
- Firehouse No. 5, Boiler Replacement, City of Southfield, Southfield, MI
- Police Security Renovations, City of Southfield, Southfield, MI
- Ice Arena, Locker Room Renovation, City of Southfield, Southfield, MI
- Beechwoods Arena, Renovation Study, City of Southfield, Southfield, MI
- Ice Arena, Hot Water Heater Replacement, City of Southfield, Southfield, MI
- EECBG Program Implementation, City of Southfield, Southfield, MI
- John Grace Center, Boiler Replacement, City of Southfield, Southfield, MI
- Exhaust System Replacement, City of Southfield, Southfield, MI
- Department of Public Service, Locker Room Renovation, City of Southfield, Southfield, MI
- Public Works Building, Reheat Boiler, City of Southfield, Southfield, MI
- Simmons House Renovations, City of Southfield, Southfield, MI
- Municipal Building, Roof Top Unit Replacements, City of Southfield, Southfield, MI
- Department of Public Works, HVAC Upgrade, City of Southfield, Southfield, MI
- Pool Filtration System Replacement, City of Southfield, Southfield, MI
- 46<sup>th</sup> District Court, Computer Room Upgrades, City of Southfield, Southfield, MI
- Municipal Building, HVAC Upgrades, City of Southfield, Southfield, MI
- Chapaton Energy Savings, Macomb County, Mt. Clemens, MI
- Old County and Circuit Court Building Revisions, Macomb County, Mt. Clemens, MI
- EECBG Project Implementation, West Bloomfield Township, West Bloomfield, MI
- Water Building and Site/Exterior Lighting Upgrades, West Bloomfield Township, West Bloomfield, MI
- Department of Public Works, HVAC Upgrade, City of Farmington Hills, Farmington Hills, MI
- City Hall, HVAC Upgrade, City of Livonia, Livonia, MI
- Walter Reuther Psychiatric Hospital, Toilet Room Renovations, State of Michigan, Westland, MI
- HVAC Piping Expansion Study, Public Library of Westland, Westland, MI
- Cadillac Place, Air Economizers, State of Michigan, Detroit, MI



**PROJECT ROLE**  
Electrical Engineer

**EDUCATION**  
Bachelor of Science  
Electrical Engineering  
Wayne State University

**EXPERIENCE**  
DiClemente Siegel Design Inc.  
1/1992 – Present

Mr. Sadegh Danesh has 30 years of experience designing electrical systems for offices, labs, teaching facilities, manufacturing complexes, and retail applications. His responsibilities include analysis, engineering, specifications, overseeing preparation of construction documents, and field observation. Sadegh is known for his attention to detail and ability to meet deadlines. He subscribes to the philosophy of doing whatever it takes to achieve client satisfaction.

### Project Experience

#### Government

- Mountain Home AFB, Shopping Center, Army and Air Force Exchange Service (AAFES), Boise, ID
- Fort Jackson, Shopping Center, Army and Air Force Exchange Services (AAFES), NC
- Emergency Generator Installation Study, City of Dearborn, Dearborn, MI
- Fourth Precinct Public Service Mall, City of Detroit, Detroit, MI
- Street Lighting, City of Novi, Novi, MI
- Streetscape Lighting/Electrical, City of Trenton, Trenton, Michigan
- Martha T. Berry Building Electrical Distribution Study, Macomb County, Mt. Clemens, MI
- Power House Electrical Upgrades, Macomb County, Mt. Clemens, MI
- Caro Center, Emergency Lighting, State of Michigan, Caro, MI
- Library Generator, Waterford Township, Waterford, MI

#### Higher Education

- North Foundation Hall, Addition and Renovation, Oakland University, Rochester, MI
- Meadowbrook Street and Walkway LED Lighting System, Oakland University, Rochester, MI
- O'Dowd Hall, Load Break Switch Replacement, Oakland University, Rochester, MI
- Site Lighting Replacement, Oakland University, Rochester, MI
- Communication System Verification, Oakland University, Rochester, MI
- Site Utilities Infrastructure Upgrades, Oakland University, Rochester, MI
- Primary Electrical Systems Upgrade, Oakland University, Rochester, MI
- Campus Data and Communication – As-Builts, Oakland University, Rochester, MI
- T-Com Backup Power Analysis, Western Michigan University, Kalamazoo, MI
- French Hall Primary Switch Replacement, Western Michigan University, Kalamazoo, MI

#### Arc Flash

- Dearborn Stamping Plant, Arc Flash Documentation Update and Labeling, Ford Motor Company, Dearborn, MI
- Dearborn Tool and Die Plant, Arc Flash Documentation Update and Labeling, Ford Motor Company, Dearborn, MI
- DEP, Arc Flash Documentation Update and Labeling, Ford Motor Company, Dearborn, MI



## Dennis Charles "Chuck" McKale, PE, LEED AP

Vice President/Director of Mechanical Engineering



### PROJECT ROLE

Lead Mechanical Engineer

### REGISTRATIONS

Professional Engineer  
State of Michigan and 40+  
other states

### EDUCATION

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

MBA, 2000, University of  
Detroit-Mercy

### EXPERIENCE

DiClemente Siegel Design Inc.,  
6/2015 – present

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

NORR LLC, *Manager of  
Mechanical Engineering*  
2/2009 – 6/2014

Peter Basso Associates, Inc.,  
*Associate, Project Manager*  
12/2005 – 11/2008

Mr. Chuck McKale has over 26 years of experience in engineering mechanical systems for a wide variety of building types, including automotive/manufacturing facilities, offices, commercial, retail, education, religious, and institutional facilities. He is experienced in all phases of the production of construction documents, including design, specifications, field survey, client interaction, and construction administration. As a LEED Accredited Professional and Energy Star Licensed Professional, Chuck has a strong interest in the implementation of energy efficient design.

### Project Experience

#### Government

- Water Works Park, Administration Offices and Labs, Detroit Water and Sewerage Department, Detroit, MI
- Cadillac Place, HVAC renovations, State of Michigan, Detroit, MI
- Cadillac Place, Snow Melt Installation, State of Michigan, Detroit, MI
- New Township Offices, Lenox Township, MI (geothermal heat pumps, LEED)
- Southwest Detention Centre Correctional Facility, Construction Administration, Ministry of Community Safety and Correctional Services, Windsor, Ontario, Canada
- USDB renovations, Renovation of military barracks, United States Army Corps of Engineers, Fort Leavenworth, KS
- Fire Hall No. 2 and Fire Hall No. 5, Windsor Fire and Rescue Services, Windsor, Ontario, Canada (LEED)
- Fire Hall No. 7, Windsor Fire and Rescue Services, Windsor, Ontario, Canada

#### Facility Assessments

- Renaissance Center Properties, Property Condition assessment of Renaissance Center towers, mechanical and electrical equipment, Millender Center lobby spaces, and associated parking structures, CBRE, Detroit, MI
- Office Building Assessment, Credit Acceptance Corporation, Southfield, MI
- Facility assessments for Detroit Police Department and Detroit Fire Department, Detroit Building Authority, Detroit, MI

#### Higher Education

- Snow Melt System Installation, Lansing Community College, Lansing, MI
- Fee Hall, HVAC analysis, Michigan State University, East Lansing, MI
- Plant Science Headhouse, HVAC renovation, Michigan State University, East Lansing, MI
- Auto Lab Renovation, University of Detroit Mercy, Detroit, MI
- Bentley Historical Library, Office and stack addition, University of Michigan, Ann Arbor, MI
- Advanced Technology Education Center, Wayne State University, Warren, MI (LEED)



Mr. Michael Salt is a licensed architect with over 20 years of experience and holds both a Bachelor's and Master's Degree in architecture. He is known for his ability to work effectively in high pressure, fast-paced environments. Mr. Salt has significant experience with design-build projects, interior space layouts, and an extensive knowledge of construction systems, materials integration, and the construction documentation process. He is proficient in CAD and BIM, including Revit and is LEED certified.

#### **Project Experience**

#### **PROJECT ROLE** Lead Architect

#### **REGISTRATIONS** Registered Architect State of Michigan

#### **EDUCATION** Masters and Bachelors in Architecture, 2004, Lawrence Technological University

Associate in Science in  
Architecture/Construction  
Technology, Advanced CAD,  
2004, Henry Ford Community  
College

#### **EXPERIENCE** Barton Malow Design, *Senior Architect* 2006 – 2015

Victor Saroki and Associates  
Architects, *Project Architect*  
2005 – 2006

#### **AFFILIATIONS** Detroit Building Enclosure Council, Founding Member

American Institute of  
Architects (AIA)

National Council of  
Architectural Registration  
Boards (NCARB)

U.S. Green Building Council

- Chrysler Design Center, FCA, Auburn Hills, MI
- Various New or Remodel Residential Houses
- Borders Books Corporate Headquarters, Borders Book Store, Ann Arbor, MI
- World Class Training Facility, Chrysler, Warren, MI
- Ft. Pickett Training Facility, Army Corp of Engineers, Ft. Pickett, VA
- World Class Training Facility, Chrysler, Auburn Hills, MI
- Ft. Knox High School, U.S. Government, Ft. Knox, KY
- Detroit Innovation Academy, YMCA, Detroit, MI
- St. Anne's Academy, St. Anne's Catholic Church, Livonia, MI
- St. Joseph's Academy, St. Joseph's Catholic Church, Richmond, MI
- Crittenton Cancer Center, Rochester Hills, MI
- St. Anne's Catholic Church, St. Anne's, Livonia, MI
- The Mall at Millenia, Taubman Centers Inc., Orlando, Florida
- Eastwood Town Center, Rental Properties of America, Lansing, MI
- Brooks Brothers, Somerset Collection, Troy, MI
- Waterside Shops, Naples, FL
- Robinson Town Center, Pittsburgh, PA
- Village of Rochester Hills, Rochester, MI
- Metro Detroit Airport Renovation, Airport Authority, Romulus, MI
- Multiple Small House Renovations and New Houses
- Main North Terraces, Joseph Freed & Associates, Royal Oak, MI
- Districts Lofts, Mosher Dolan & Associates, Birmingham, MI
- Forest Avenue Development, Mosher Dolan & Associates, Birmingham, MI
- World Class Training Facility, Dining Room and Kitchen, Chrysler, Auburn Hills, MI
- Detroit Integrated Transportation Campus, State of Michigan, Detroit, MI
- Detroit Integrated Transportation Campus, State of Michigan, Detroit, MI
- Ft. Knox High School, U.S. Government, Ft. Knox, KY



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

February 22, 2017

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

Attn: Mr. Matt Kulhanek  
Fleet & Facilities Manager

Re: Proposal for Professional Services  
Fire Station #1 Generator Replacement Project  
DSD Proposal No. 16-9413.13

Dear Mr. Kulhanek:

DiClemente Siegel Design Inc. (DSD) is pleased to present this proposal to the City of Ann Arbor (AA) for the above referenced project. Our understanding of the project is based on the AA request for proposal, issued February 8, 2017.

### **PROJECT DESCRIPTION**

The City of Ann Arbor plans to replace the existing diesel powered generator located in the basement parking garage of Fire Station #1 with a new natural gas powered generator. The new generator should provide emergency power to all fire department operations in the building. A portion of the building houses the emergency dispatch center which is powered by a separate natural gas generator, which is also located in the basement parking garage, but is not in the scope of work for this project.

Various conceptual design options for the generator will be considered and presented with pros/cons for each so the preferred option can be selected by AA as the basis of design. The conceptual options will consider the generator type, size, maintenance, noise/vibration, structural requirements, warranty and order of magnitude construction cost for each.

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

### **SCOPE OF SERVICES**

1. Attendance at a project kick-off meeting.
2. Review of existing record documents.
3. Field observations of existing conditions.
4. Review of the power load requirements for the fire department operations portion of the building, including generator and transfer switch sizing criteria.

5. Preparation of various conceptual design options including a narrative letter and one-line concept documents/sketches to assist in the development of order of magnitude cost estimates for the work of all trades. The options will include designs to back up the entire Fire Operations in the building minus the dispatch and we may also consider the possibility of another option minus the building's A/C systems. The conceptual options will consider the following:
  - a) Generator type / size / manufacturers
  - b) Maintenance
  - c) Noise / vibration
  - d) Potential structural modifications
  - e) System order of magnitude cost
  - f) Warranty

The basis of design will be based on the concept option selected by AA.

6. Review of existing gas service to verify the adequacy to supply the new generator, existing dispatch generator and other natural gas powered equipment in the building.
7. Review exhaust piping options and ventilation in the basement of the building.
8. Preparation of generator purchase specifications that will be required in order to attempt to meet the construction schedule as defined in the RFP.
9. Development of recommendations to address any issues discovered during the review of existing conditions.
10. Evaluation of electrical panels and switches to ensure that they comply with current code requirements for the proposed installation.
11. Attendance at one (1) on-site planning / review meeting.
12. Submission of 30 percent and 100 percent review documents.
13. Attendance at 30 percent and 100 percent review meetings.
14. Development of construction documents to include drawings and specifications for one (1) bid package. The documents will address the following items:
  - a) Ventilation enhancements
  - b) Vibration / acoustical improvements
  - c) Electrical system requirements
15. Revision of the documents to incorporate Owner's review comments based on the contracted scope of work.



16. Construction phase services including:
  - a) Attendance at a construction kick-off meeting with the Contractor.
  - b) Review of shop drawing submittals for materials and equipment specified and requested by DSD, including balance and start up reports, where applicable.
  - c) Preparation of bulletins to clarify construction documents.
  - d) Attendance at up to three (3) field observations and/or construction meetings.
  - e) Observation of installed system, monitor startup of installed system.
  - f) Preparation of a final punch list.
17. Preparation of record drawings at the completion of construction based on contractor provided documentation.

#### **CLIENT RESPONSIBILITIES**

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

1. Operational personnel to be present during DSD field investigations.
2. Civil, architectural, structural, mechanical, and electrical record drawings.
3. AutoCAD site and background files for the building, if available.
4. Bid specification front end sections and bid forms for generator pre-purchase and construction documents.
5. Assignment of a single project manager to serve as liaison between AA and DSD.
6. Daily on-site supervision of the construction process.
7. The handling of services related to hazardous substance testing, removal or abatement.
8. The opening of panel boards and/or other electrical gear to facilitate as-built documentation development within equipment.
9. Advertisement and administration of the bid process.
10. Utility bill information for the past two (2) years (electric and gas).

### CONSULTANTS

We propose to utilize the following consultants:

Structural: Desai Nasr, Inc.  
Acoustical: Kolano & Saha

### FEE

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

Our proposed lump sum fee is **Forty Four Thousand Eight Hundred (\$44,800) Dollars**, plus reimbursable expenses. Reimbursable expenses will be billed at cost and will include reproduction/printing expenses.

### SERVICES NOT INCLUDED

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

1. As indicated in the RFP, if structural changes to the building are necessary an additional fee will be negotiated for this segment of work.
2. Upgrade of the natural gas service to the building (it is assumed that adequate capacity is available – to be confirmed with the project).
3. Trips for review and/or construction meetings in excess of those indicated under Scope of Services.
4. Changes to the documents previously accepted as the project scope. This includes any value engineering/value analysis services after the establishment of a budget and related scope.
5. Attendance at meetings to secure approval of agencies having jurisdiction, except when specifically included.
6. Responsibility for any testing or construction means, methods, techniques and job site safety.
7. Preparation of procurement sheets or a bill of materials.
8. Preparation of bulletins during construction due to unforeseen site conditions or Owner revisions to completed design work.
9. Corrective action for any existing architectural, mechanical, or electrical system deficiencies, unless specifically included in the Project Description and fee for this project.
10. Services of a full-time Resident Engineer.

11. Preparation of Operating and Maintenance Manuals.
12. Commissioning during the construction phase.
13. Preparation and/or responsibility for the development of construction schedules.
14. Documentation of arc flash requirements or labeling for any electrical panels, control panels, disconnect switches, etc.

### **ADDITIONAL SERVICES**

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

### **SCHEDULE**

We can begin the work one (1) week after your written authorization to proceed and anticipate completion within twelve (12) weeks thereafter, (based on timely provided owner information).

### **INSTRUMENTS OF SERVICE**

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

### **INVOICES AND PAYMENTS**

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

### **MEDIATION**

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

### **INSURANCE**

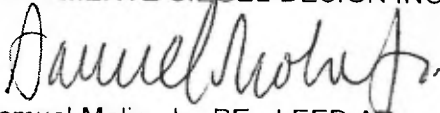
For the protection of our clients and our firm, we carry professional and general liability insurance. A copy of our certificate of insurance will be provided upon request.

Mr. Matt Kulhanek  
DSD Proposal No. 16-9413.13  
February 22, 2107  
Page 6

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

Sincerely,

DICLEMENTE SIEGEL DESIGN INC.



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

Concur:



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

Enclosure: Acceptance Form

/sm/sar

**ACCEPTANCE**

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

ACCEPTED BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PURCHASE ORDER #: \*\* \_\_\_\_\_

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

Terms and conditions shall be in accordance with those outlined in the DiClemente Siegel Design Inc. Proposal No. 16-9413.13, dated February 22, 2017.



Estimate of Fee Hours per Classification

DSD Project Number:  
(Project Name 1)  
(Project Name 2)  
(Date)

Description of Project	Ann Arbor Fire Station 1 Generator Replacement
Scope of Services	Full service CD and CPS

Task	Estimate of Hours by Task and Classification																				Total Hours by Task	Percentage of Total Hours by Task					
	Project Management				Architectural				Mechanical				Electrical				Technology										
	Principal	Project Manager II	Project Manager I	Project Manager I	Architect III	Architect II	Architect I	Designer/Tech II	Designer/Tech I	Project Manager II	Project Manager I	Engineer III	Engineer II	Engineer I	Designer/Tech II	Designer/Tech I	Project Manager II	Project Manager I	Engineer III	Engineer II			Engineer I	Designer/Tech II	Designer/Tech I		
Project Coordination	4																								8	2.2%	
Record Search & Data Review																										10	2.7%
Code Search																										12	3.2%
Coordinate Utility Services																										6	1.6%
Meeting Preparation & Attendance	2																									30	8.1%
Field Investigation																										34	9.2%
Concept Options																										26	7.0%
Purchase Specs																										14	3.8%
Drawing Preparation																										156	42.0%
Cost Estimate																										8	2.2%
Specifications																										22	5.9%
Quality Control/Checking	2																									4	1.1%
Bidding & Award																										8	2.2%
Shop Drawing Review																										6	1.6%
Construction Meetings																										12	3.2%
Punch List Preparation																										10	2.7%
As-Built Drawings																										9	2.4%
Totals Hours by Classification	4	38									59						14	24	142	4					6	371	100.0%

Rate Schedule = FRS-1000

Total includes DSD effort only Does not include consultants cost or reimbursable expenses  
**Total Effort = \$39,545.00**  
**Average Hourly Rate for DSD Effort = \$106.59**

**Total Hours by Department**  
**Project Management:** 4 1.1%  
**Architectural:** 54 14.6%  
**Mechanical:** 73 19.7%  
**Electrical:** 230 62.0%  
**Technology:** 4 1.1%

**Total Fee = \$44,800.00**

Fee Calculation

FRS-1000

Rate Schedule

Calculated from Tab 1				Estimated Hours		Billing Rate	Estimated
A	M	E	T	Subtotal	Personnel Classification	Per Hr.	Subtotal
			4	4	Principal	\$160.00	\$640.00
		24		24	Project Manager II	\$140.00	\$3,360.00
		38		38	Project Manager I	\$125.00	\$4,750.00
	59	142	4	205	Engineer III	\$115.00	\$23,575.00
					Engineer II	\$105.00	
					Engineer I	\$90.00	
					Architect III	\$110.00	
					Architect II	\$100.00	
					Architect I	\$85.00	
	14	64		78	Designer/Tech II	\$75.00	\$5,850.00
	16			16	Designer/Tech I	\$65.00	\$1,040.00
				6	Technician/Clerical	\$55.00	\$330.00
54	73	230	4	4			
				371			\$39,545.00
Calculated Fee							\$39,545.00

Consultants		Task No.	Firm	Base Fee	Cost
Purpose	Structural	100		\$2,500.00	\$2,625.00
	Civil				
	Surveying				
	Acoustic	100		\$2,500.00	\$2,625.00
Total Consultants Cost =					\$5,250.00

Testing Services Purpose	Task No.	Firm	Base Fee	Cost
Soil Bommgs				

Expenses	Unit Cost	Quan	Cost
Site Visits			
Mileage			
Air Fare			
Rental Car			
Fuel			
Parking			
Lodging			
Meals			
Printing			
Indoor Arc Flash Labels			
Outdoor Arc Flash Labels			
Misc			

Total Calculated Fee = \$44,795.00  
SAY = \$44,800.00

Average Hourly Rate for DSD Architectural Effort = \$107.22

Total Hrs by Classification	Effort by Department				Percent by Classification
	Arch	Mech	Elec	Tech	
4					1.6%
24			\$3,360.00		8.5%
38	\$4,750.00				12.0%
205		\$6,785.00	\$16,330.00	\$480.00	59.6%
78					14.8%
16	\$1,040.00		\$4,800.00		2.6%
6					0.8%
371	\$5,790.00	\$7,835.00	\$24,490.00	\$640.00	
Percent by Department					14.6%
Effort by Task No.					19.9%
General Design					61.9%
Schematic Design					1.6%
Design Development					0.0%
Construction Documents					0.0%
Bidding and Negotiation					0.0%
Reserve (Enter Percentage)					0.0%
Construction Phase					0.0%
Spill Design Effort B					0.8%
Total					\$39,580

Distance to Project or Airport

Book Spec or Report?  
Estimate of Drawings per Set  
Cost per Drawing Set  
Number of Sets per Issue

Estimated Construction Cost

Normal Bond \$0.10 Sq Ft  
Premium Bond \$0.17 Sq Ft  
Reproduction \$0.10 ea  
8-1/2" x 11" \$0.15 ea  
11" x 17"

	City of Ann Arbor	
	Fire Station No. 1 Generator Replacement Project	
	DSD Project NO. 16-9413.13	
	<b>Estimated Project Schedule</b>	
	Kick off Meeting	March 2, 2017
	Field observation of existing conditions	March 7, 2017
	Start Developing construction documents (Structural, Architectural, Mechanical and Electrical)	March 13, 2017
	Review Gas loads	
	Calculation of Natural gas line size	
	Possible indoor generator, Review physical size and ventilation requirements	
	Contact natural gas company for available gas line pressure and incoming gas lines pipe size	
	Electrical load calculations Structural load calculations for possible roof mounted generator	
	Concept options for the generator	June 2, 2017
	Pre-purchase generator specs	June 9, 2017
	Issue design documents for final owner review	June 16, 2017
	Owner review documents due	June 24, 2017
	Issue design documents for construction	June 30, 2017
	Start construction	August 1, 2017
	Construction completion date	November 30, 2017





DiClemente Siegel Design Inc.  
Engineering and Architecture

---

28105 Greenfield Road  
Southfield, Michigan 48076

Phone: 248.569.1430  
Fax: 248.569.0096

[www.dsonline.com](http://www.dsonline.com)

# **Fire Station #1 Generator Replacement Project**

## **Request for Proposals**

**Issued: February 8, 2017**

**Due: February 22, 2017 at 12:00 pm**

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

**Proposed Project** – The City plans to replace the existing diesel powered generator located in the basement parking garage of Fire Station #1 with a new natural gas powered unit. The new generator should provide emergency power to all fire operations in the building. A portion of the building houses the emergency dispatch center that is powered by a separate natural gas generator also located in the basement parking garage but not in the scope of this project.

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

- 1) Include on-site project kick-off meeting. Provide a review of the power load for the fire operations portion of the building, including generator and transfer switch size.
- 2) Review the existing gas service to determine adequacy to supply the new generator, existing dispatch generator and other natural gas powered equipment; review exhaust piping options and basement air ventilation. Provide recommendations to address any issue.
- 3) Evaluate electrical panels and switches to ensure they are compliant to work with the proposed generator.
- 4) Propose and review different types of generators, manufacturers, sizes and options to determine the basis of design; considerations should include, but not be limited to, system cost, maintenance, noise/vibration, potential structural modifications and warranty. Include on-site evaluation review meeting.
- 5) Provide detailed technical specifications and drawings for supply and installation of the proposed system; this should include any ventilation enhancements, vibration/acoustical improvements and electrical system needs; the Owner will provide bid specification front ends and handle the bid process; provide recommendations on the bids to the Owner. Include on-site technical specifications review meeting.

- 6) Review shop drawings and other submittals from the selected contractor; provide basic construction administration services including site visits as needed.
- 7) Provide inspection of the installed system, monitor system startup, prepare punchlists and provide project closeout/sign-off.
- 8) Provide as-built drawings of the completed project installation.
- 9) The project is expected to be awarded by August 1, 2017 and completed by November 30, 2017.

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

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

**Fees** –

- 1) Provide your preliminary fee structure based on the scope of work indicated above, including anticipated reimbursable costs.
- 2) Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.
- 3) The preliminary fee structure should include an estimate of anticipated hours per employee classification, which should be broken down as follows:
  - a) Evaluation (scope items # 1-4)
  - b) Specifications and bidding (scope item # 5) Note: If structural changes to the building are necessary, an additional fee will be negotiated for this segment of work.
  - c) Construction administration services (scope items # 6-8)

Two copies of your submittal should be emailed to [mjkuhanek@a2gov.org](mailto:mjkuhanek@a2gov.org) no later than noon on Wednesday, February 22, 2017. Please contact me via email or at 734.794.6312 if you have any questions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi MI 48377	<b>CONTACT NAME:</b> Stephanie C. Mulligan	
	<b>PHONE (A/C, No, Ext):</b> 248-553-8300	<b>FAX (A/C, No):</b> 248-553-8305
<b>E-MAIL ADDRESS:</b> smulligan@profunderwriters.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Indemnity Company		25658
<b>INSURER B :</b> Travelers Property Casualty		25674
<b>INSURER C :</b> RLI Insurance Co.		13056
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1285974271 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			680-9H687609-17-47	4/30/2017	4/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-4E929129-17-GRP	4/30/2017	4/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-4E930405-17-47	4/30/2017	4/30/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	UB4322T588	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Design Professional Liability Claims made basis			RDP0025004	6/1/2016	6/1/2017	Per Claim \$3,000,000 Aggregate \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
DSD Project: 17-130400 Ann Arbor Fire Station Generator. The City of Ann Arbor is named as additional insured with respect to General and Auto Liability. A 30 day prior notice of cancellation for reasons other than non-payment will be provided to the City of Ann Arbor.

<b>CERTIFICATE HOLDER</b> City of Ann Arbor Attn: Fleet & Facilities 301 East Huron Ann Arbor MI 48104	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## Elias, Abigail

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**From:** Stephanie Mulligan <SMulligan@profunderwriters.com>  
**Sent:** Thursday, April 20, 2017 11:47 AM  
**To:** Elias, Abigail; Kulhanek, Matthew  
**Cc:** 'Barbara J. Gaddes'  
**Subject:** FW: A17-00265 - DiClemente Siegel Design Inc.-Engineering Services FS#1 Generator Proj  
**Attachments:** City-of-Ann-Arbor,-F\_DiClemente-Siegel-De\_2017-All-Lines\_4-20-2017\_2144352767.pdf  
**Importance:** High

Hello,

We have requested from the insurance company the Endorsement for prior notice of cancellation in favor of the City of Ann Arbor. Should receive it within the next couple of weeks and will forward it on to you as soon as it is received.

Attached is the amended Certificate of Insurance, as requested.

Thank you and please do not hesitate to contact me should you have any questions.

Best regards,

**Stephanie C. Mulligan** | Vice President | 248-553-8300 ext 106 | [smulligan@profunderwriters.com](mailto:smulligan@profunderwriters.com)  
Professional Underwriters, Inc. | 39475 13 Mile Road, Suite 106 | Novi, MI 48377 |  
[www.profunderwriters.com](http://www.profunderwriters.com)



Member of:



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**From:** Barbara J. Gaddes [mailto:bgaddes@dsonline.com]  
**Sent:** Thursday, April 20, 2017 11:02 AM  
**To:** Stephanie Mulligan <SMulligan@profunderwriters.com>  
**Subject:** Fwd: A17-00265 - DiClemente Siegel Design Inc.-Engineering Services FS#1 Generator Proj

Stevie,

Below is a message regarding additional documentation needed by City of Ann Arbor. I am not in the office this week but have been checking my emails. If you have any questions you can call Shawna.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. BROAD FORM NAMED INSURED</li> <li>B. BLANKET ADDITIONAL INSURED</li> <li>C. EMPLOYEE HIRED AUTO</li> <li>D. EMPLOYEES AS INSURED</li> <li>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</li> <li>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</li> <li>G. WAIVER OF DEDUCTIBLE – GLASS</li> </ul> | <ul style="list-style-type: none"> <li>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</li> <li>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</li> <li>J. PERSONAL PROPERTY</li> <li>K. AIRBAGS</li> <li>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</li> <li>M. BLANKET WAIVER OF SUBROGATION</li> <li>N. UNINTENTIONAL ERRORS OR OMISSIONS</li> </ul> |
|--|--|

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Diclemente Siegel Design Inc.

Company Name

Samuel Molin, Jr.                      3-1-17

Signature of Authorized Representative

Date

Samuel Molin, Jr., Exec. Vice President, Director of Engineering

Print Name and Title

28015 Greenfield Road, Southfield, MI 48076

Address, City, State, Zip

248-56-1430              sam@dsdonline.com

Phone/Email Address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500



**Vendor Conflict of Interest Disclosure Form**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input checked="" type="checkbox"/> Other (please describe in box below)
None	

\*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.

<b>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:</b>		
DiClemente Siegel Design Inc.	(248) 569-1430	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	2/22/2017	Bart Reed, President
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [ ] No. of employees \_\_\_\_*

The Contractor or Grantee agrees:

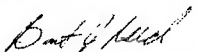
- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.93/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.43/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

**Check the applicable box below which applies to your workforce**

- [ ] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- [ X ] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

DiClemente Siegel Design  
Company Name

  
Signature of Authorized Representative Date

Bart Reed, President  
Print Name and Title  
28105 Greenfield Rd, Southfield MI 48076  
Address, City, State, Zip  
(248) 569 - 1430 knelson@dsonline.com  
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500



# City of Ann Arbor

301 E. Huron St.  
Ann Arbor, MI 48104  
<http://a2gov.legistar.com/Calendar.aspx>

## Council Action

Resolution: R-17-098

File Number: 17-0322

Enactment Number: R-17-098

Resolution to Approve a Professional Services Agreement between the City and DiClemente Siegel Design Inc. for Work Related to the Fire Station #1 Generator Project (\$44,800.00)

Whereas, The City needs to replace an outdated emergency generator and provide backup power to all operation areas in Fire Station #1;

Whereas, The proposed project was included in the City's Capital improvements Plan and funding is available in the General Fund Capital Budget;

Whereas, DiClemente Siegel Design Inc., Southfield, Michigan has submitted a proposal for work related to the evaluation, design, bidding and construction administration for the Fire Station #1 emergency generator replacement project, for a fee of \$44,800.00;

Whereas, Funding for the work is available in the General Fund Capital Budget; and

Whereas, DiClemente Siegel Design Inc. complies with the requirements of the City's Living Wage and Non-Discrimination Ordinances;

RESOLVED, The City Council approve the Professional Services Agreement with DiClemente Siegel Design Inc. in the amount of \$44,800.00 for work related to the evaluation, design, bidding and construction administration for the proposed emergency generator project at Fire Station #1 and authorize an engineering contingency of \$4,480.00 to cover potential contract change orders;

RESOLVED, That the Mayor and City Clerk be authorized and directed to sign the Professional Services Agreement upon approval as to form by the City Attorney, and upon approval as to substance by the City Administrator; and

RESOLVED, That the City Administrator be directed to take the necessary administrative actions to implement this resolution including the approval and execution of change orders within the approved project budget.

At a meeting of the City Council on 4/3/2017, a motion was made by Chuck Warpehoski, seconded by Chip Smith, that this Resolution R-17-098 be Approved. The motion passed.

**Yeas:** 0

**Nays:** 0

**Absent:** 2 Mayor Taylor, and Councilmember Krapohl