

REQUEST FOR PROPOSAL

RFP # 25-60

Design Services for Ice Arena Improvements

City of Ann Arbor
Community Services – Parks Unit



Due Date: December 4, 2025 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking the services of a firm, or firms, to design renovations at the Buhr Park and Veterans Memorial Park ice arenas and provide all the necessary professional project management and design engineering services for the project.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before November 24, 2025 at 2:00 p.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Rosie Pahl Donaldson, Land Acquisition Supervisor, rpahldonaldson@a2gov.org

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

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

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

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: November 20, 2025 at 2:00 p.m.

WHERE: Buhr Park, 2751 Packard Rd, Ann Arbor, MI

*Veterans Memorial Park, 2150 Jackson Rd, Ann Arbor, MI

**The meeting will begin at Buhr Park, after which Parks staff will travel to Veterans Memorial Park.*

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to view existing conditions

and refrigerant systems. Staff will be available to discuss the project with prospective offerors and to answer any questions concerning RFP 25-60. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

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

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

E. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of December 15, 2025**. Offeror must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, December 4, 2025 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **one (1) additional proposal copy**

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

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

- two (2) copies of the fee proposal

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

Proposals submitted should be clearly marked: **“RFP No. 25-60 – Design Services for Ice Arena Improvements”** and list the offeror’s name and address.

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

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

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

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

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

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

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

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

G. DISCLOSURES

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

H. TYPE OF CONTRACT

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

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

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

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment D shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable

federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

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

M. DEBARMENT

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

N. PROPOSAL PROTEST

All protests must be in writing and filed with the Purchasing Agent within 5 business days of any notices of intent, including, but not exclusively, divisions on pre-qualification of bidders, shortlisting of bidders, or a notice of intent to award a contract. Only bidders who responded to the solicitation may file a bid protest. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

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

O. SCHEDULE

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

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-Bid Meeting	November 20, 2025
Written Question Deadline	November 24, 2025, 2:00 p.m.
Addenda Published	by November 26, 2025
Proposal Due Date	Dec.4, 2025, 2:00 p.m. (Local Time)
Tentative Interviews	Week of December 15, 2025
Selection/Negotiations	January 2026
Expected City Council Authorizations	February 2, 2026
Notice to Proceed	February 2026

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

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

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

SECTION II - SCOPE OF SERVICES

Background

The City of Ann Arbor Parks and Recreation Services Unit (City) owns and operates two aging ice rink facilities, one at Buhr Park (2751 Packard Rd) and one at Veterans Memorial Park (2150 Jackson Rd). This project replaces refrigeration systems of both facilities and addresses other infrastructure and accessibility improvements at Buhr Park.

The ice rinks rely on R-22 refrigeration systems that have reached the end of their lives. The EPA determined that the R-22 (aka R-22 freon or HCFC-22) refrigerant chemical is a contributor of GHG emissions and particularly atmospheric ozone depletion, thus regulated by the Montreal Protocol. Its production in and import to the United States became illegal in 2020. Refrigeration systems using different chemicals must replace the City's existing systems.

The City of Ann Arbor's Veterans Park is a 37-acre park that is one of the busiest recreation areas in the city. Veterans Memorial Park contains five baseball/softball fields, an outdoor pool, the Ann Arbor Skatepark, tennis courts with tennis ball recycling bins, rain gardens, a hill used for sledding in the winter, a seasonal indoor ice arena, and an administrative/locker room building. It has been determined there is likely a leak in the ice arena's refrigeration system, possibly causing structural deterioration.

The City of Ann Arbor's Buhr Park is a 39-acre developed park established in 1952 in southeastern Ann Arbor. Similarly to Veterans Park. Buhr Park is already developed, with green infrastructure features, ball fields, tennis courts, a playground, open fields, a sledding hill, an outdoor pool, an extended season covered outdoor ice rink, and an administrative/locker room building. Buhr Park Ice Arena was built in 1968, though its current refrigeration system is from 1991. A renovation to the ice arena floor was last completed in 2009. Due to the ice arena's age, there may be additional renovations needed.

The City of Ann Arbor completed an ADA Transition Plan for all park properties and facilities. The City identified access barriers at the Buhr Park Ice Arena as a top priority to address, given the high usage and longstanding value within the community. These will be part of the project at Buhr Park.

FEDERAL FUNDING

Some of the Buhr Park elements of the project are funded in part by Land and Water Conservation Fund (LWCF) dollars, administered through the Michigan Department of Natural Resources. While the contract resulting from this RFP is not funded by LWCF, some of the requirements for the contracted professional are dictated by LWCF, and the construction services contract to be managed by the contracted professional will be funded by LWCF. At least one Prime Professional must be a licensed architect, licensed professional engineer or licensed landscape architect. This professional must have an active license in the State of Michigan.

Because the Buhr Park elements have external funding, construction will be prioritized for work. Funding for construction at Veterans Memorial Park has not yet been identified.

ENGINEERING AND PROJECT MANAGEMENT SCOPE OF WORK

The City is seeking proposals from qualified professional engineering consulting firms to provide the necessary design and project management services for the preparation of plans and specifications to competitively bid and construct improvements to Buhr Park and Veterans Memorial Park ice arenas.

The selected firm will design and engineer new indirect-style refrigeration systems to replace the existing infrastructure at each facility. Due to the differing nature of each facility, refrigeration systems will need to be site specific. Glycol lines were more recently replaced and should be assumed to remain.

In addition to refrigeration replacements, Buhr Park will have building and site improvement related to accessibility barriers. Accessibility improvements will include:

- rectifying all ADA barriers identified by the ADA Transition Plan (see Appendix A) at the:
 - ice arena
 - the arena parking lot
 - walkway reception area lobby, locker rooms, and restrooms
- adapting the arena to provide a seamless transition among the ice, penalty boxes, and surrounding area

The City of Ann Arbor intends to competitively bid construction of this project through its Procurement Unit by Summer 2026. A notice to proceed for construction is intended in 2026 with construction substantially complete by November 2027, to comply with grant agreement requirements.

In general, the following items will need to be addressed by the consulting firm, in accordance with Section III of this request:

1. The Lead Consultant shall manage all aspects of the project design up to the award of the construction contract(s) for the project. This includes but is not limited to managing all aspects of the project, including the work of all sub-consultants and project coordination with all affected agencies. The Project Consultant must ensure the timely and effective delivery of the project design, as well as provide oversight and detailed, thorough, and comprehensive review and recommendation for acceptance by the City of all project deliverables. The Project Consultant will be responsible for the overall review and coordination of the contract documents in order to ensure preparation of plans that are detailed, thorough, and accurate and meet all the requirements of the City of Ann Arbor, the Land and Water Conservation Fund, and the Americans with Disabilities Act (ADA). This task requires the services of a

professional project manager(s) to ensure uninterrupted progress of the project.

2. Determine the optimal type of refrigeration system to use to replace existing systems.
3. Prepare floor plans, details and elevations with an estimate of probable cost of the proposed changes and approved scope.
4. Prepare visual aids and attend at least three meetings per park to coordinate the design of the project with the Park Advisory Commission and/or City Council and other formal and informal committees as needed.
5. Prepare complete, detailed, and accurate construction plans and specifications meeting the requirements of the City of Ann Arbor Public Services Area in order to satisfactorily complete the project.
6. Coordinate **all** elements of the design with all affected parties, including, but not limited to; various City Service Areas and Units, private utility companies, other formal and informal committees, and the public in general.
7. Prepare complete, thorough, detailed, and accurate contract documents including plans, specifications, bid forms, etc. to allow the project to be advertised and bid through the City of Ann Arbor's Procurement Unit.

Consultant's Proposal

In keeping with the objective, the description, the requirements, and the consultant's tasks as previously indicated in this Request for Proposal, the consultants submitting proposals shall outline in detail the manner in which the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.
- D. Working relationship between consultant and City staff.
- E. Information which will assist the City to determine the consultant's capability of performing the work.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

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

B. Past involvement with Similar Projects – 30 points

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

C. Proposed Work Plan – 30 points

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

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

D. Fee Proposal - 20 points

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

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

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

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

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

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

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

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

PREPARATION OF PROPOSALS

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

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

ADDENDA

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

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Buhr Park Existing Conditions

Attachment B – Veterans Memorial Park Existing Conditions

Attachment C - Legal Status of Offeror

Attachment D – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

ATTACHMENT A

Section A: Applicant Site and Project Information

Instructions:

1. Click **Save** to save changes
2. See the Land and Water Conservation Fund Application Guidelines [here](#) for guidance.

Land and Water Conservation Fund**2024 Grant Application**

This information is requested by authority of Part 19 of Act 451 of 1994, to be considered for a recreation grant.

Is the application for site development or land acquisition?

☒ Development

☐ Acquisition

Federal Funded # (DNR Only) 26-

01914

***UEI Number**

R9C4BRD4M7L9

***Name of Applicant (Government Unit)**

City of Ann Arbor

***SIGMA Vendor Number**

CV0047636

***SIGMA Address ID**

003

***County**

Washtenaw County

***Name of Authorized Representative**

Hillary Hanzel

***Title**

Parks Planner

***Address**

Parks and Recreation 301 E. Huron St.

***Telephone**

(734) 794-6230

***City**

Ann Arbor

***State**

MI

***ZIP**

48104

***E-mail**

hanzelhi@a2gov.org

***State House District**

District 33

***State Senate District**

District 15

***U.S. Congress District**

District 6

The following link contains District Maps - <https://www.michigan.gov/micrc/mapping-process/final-maps>

***Proposal Title (Not to exceed 60 characters)**

Buhr Park Outdoor Ice Arena Improvements

***Proposal Description**

Renovation of a covered outdoor ice arena and its accessory indoor buildings in the City of Ann Arbor's Buhr Park, via addressing critical accessibility improvements and mechanical infrastructure needs. The project will demolish the old R-22 refrigeration system and purchase and install a new refrigeration system. During this work, the project area will be brought up to ADA compliance according to the City's ADA Transition Plan, plus improvements to the arena exceeding ADA requirements will be implemented.

***Park Name**

Buhr Park

*** Site Location** - Please place the pin at the entrance of the site.

42.2478, -83.71172

*** Address of Site**

*** City, Village, or Township of Site**

*** Zip**

2751 Buhr Park

Ann Arbor

48104

*** County in which Site is located**

Washtenaw County

*** Latitude/Longitude at park entrance**

42.2478

-83.71172

Degree Minutes Seconds Conversion

Application Narrative

Instructions:

1. The application narrative is an important source of information used to evaluate and score your application. It will provide Grants Management with an overall picture of your proposed project. It is strongly recommended that you review the LWCF Application Guidelines for additional clarification of what items should be included in the application narrative.
2. Click **SAVE** to save changes.
3. See the Land and Water Conservation Fund Application Guidelines [here](#) for guidance.

*

I. Project Description

This project takes place at the City of Ann Arbor's Buhr Park, a 39-acre developed park in southeastern Ann Arbor, established in 1952. The park has green infrastructure features, ball fields, tennis courts, a playground, open fields, a sledding hill, an outdoor pool, and crucially: an extended season outdoor ice rink. This project renovates this 55 year-old outdoor Buhr Park Ice Arena via addressing critical accessibility improvements and mechanical infrastructure needs.

A truly singular facility, the Buhr Park Ice Arena is the one and only covered outdoor rink in the entire state of Michigan, let alone one of a handful of outdoor ice rinks in southeast Michigan. Most outdoor rinks are primarily used as pop-up public skating locations, but Buhr provides opportunities for daily public skating, drop-in public hockey games, informal league play, and private rentals. It is also extended season, operational November through March.

To be an extended season outdoor arena, a refrigeration system is necessary. The Buhr Park Ice Arena was built in 1968 and relies on a R-22 refrigeration system installed in 1991 that has reached the end of its life. The EPA determined that the R-22 (aka R-22 freon or HCFC-22) refrigerant chemical is a contributor of GHG emissions and particularly atmospheric ozone depletion, thus regulated by the Montreal Protocol. Its production in and import to the United States became illegal in 2020. Switching to alternative refrigerants will significantly improve energy efficiency and reduce emissions, but necessitates replacing equipment at significant cost. This project will demolish the old system and purchase and install a new refrigeration system, likely ammonia-based. Replacing this system is necessary for continued operation and use of the outdoor Buhr Park Ice Arena in the short-term and long-term.

The City of Ann Arbor is completing an ADA Transition Plan for all park properties and facilities. The City identified access barriers at the Buhr Park Ice Arena as a top priority to address, given the high usage and longstanding value within the community. Additionally, the City has engaged the Ann Arbor Center for Independent Living for input on design improvements to consider beyond ADA. This project will rectify all ADA barriers identified by the ADA Transition Plan at the Ice Arena, the arena parking lot and walkway, reception area lobby, locker rooms, and restrooms; adapt the arena to provide a seamless transition among the ice, penalty boxes, and surrounding area; and add warning strips and a handrail to the ramp leading to the arena.

The basic function of the indoor reception area, locker rooms, and restrooms is to provide support for outdoor recreation facilities. The reception area is where tickets to the arena and skate rentals are purchased, users change into their skates and store their shoes, and skaters warm up if needed. The locker rooms support hockey players as well as users of the outdoor Buhr Park Pool.

*

II. Project Justification and Support:

An already popular amenity with the City of Ann Arbor parks system, the Buhr Park Ice Arena is experiencing a now continuing increase in usage since the onset of the COVID-19 pandemic that underlines the arena's import. Public skating increased by 67% during the 2021-2022 season over years prior with 18,400 visitors, and party rental requests skyrocketed as residents sought a fun and safe outdoor gathering space.

Located in the southeast part of Ann Arbor, an area characterized by higher racial diversity and lower median incomes, the Ice Arena functions as a neighborhood gathering place providing a unique recreation opportunity at low cost during Michigan's long winter season. The Ice Arena is adjacent to the Hikone neighborhood, an Ann Arbor Housing Commission public housing community that includes the Community Action Network's Hikone Community Center, providing support to families in need.

The two prongs of this project each align with a Michigan SCORP objective. Replacing the outdoor ice arena refrigeration system is addressing technology to maintain special outdoor recreation in a changing climate, as described in Objective 3 of the Improve and Expand Recreation Access strategy. Bringing the beloved community ice arena and associated facilities up to and beyond ADA compliance removes barriers and invites people with disabilities to use this recreation resource, hopefully even promoting it as a space friendly to diverse needs. This objective is identical to Objective 2 of the Enhance Prosperity strategy.

Replacement of the refrigerant system is featured in the 2023-2028 Parks and Recreation Open Space Plan (p.106); it was identified by staff as necessary upgrade for the continued operation of the ice rink. This Ice Arena upgrade aligns with and advances the City's A2ZERO plan, the City's aggressive framework for reaching carbon neutrality by 2030. Refrigerant replacement is a specific action identified in the A2ZERO plan (p.96). Calls for accessibility enhancements to the rink area can be found in this same plan, as well as the 2015-2020 PROS Plan (p.111) and the nearly completed Ann Arbor ADA Transition Plan, the latter of which is the basis for the ADA compliance aspect of this project.

III. Project Design or Parcel Description:

The accessibility improvements of this application that exceed ADA compliance were proposed by representatives from the Center for Independent Living during their visit with staff to Buhr Park. A textured surface (warning strip) will be added to either end of the existing ADA compliant ramp from the main sidewalk to the entrance pathway for the reception area and ice arena, to signal to people with visual impairments that the ramp is there. A handrail along one side of the ramp will be added to aid in providing direction and assist with mobility challenges. The ice arena itself is currently unfriendly to people with mobility impairments. The greatest offender is the dasher board system. All entrances from the surrounding area to the ice require traveling onto and/or over a ~3-inch-tall barrier. Entering the penalty boxes, both from the ice and the surrounding area, requires ascending ~7 inches. This project will remove those barriers, by a demolition and/or ramp-based method.

All ADA compliance aspects of this project are detailed in attached pages from the ADA Transition Plan.

IV. Additional Information:

90% DRAFT

ANN ARBOR PARKS AND RECREATION ADA TRANSITION PLAN

2022



Parks & Recreation
CITY OF ANN ARBOR

Site Accessibility Evaluation



Buhr Oak Park Pool and Ice Arena
2751 Packard St
Allen, MI 48104
ADA Only

Inspection Date: 07/11/2022

Inspectors: Aileen Dryden, Arturo Pinero, Jesus Lardizabal, Juvelyn Owen, Olaf Brunjes

Prepared By



(512) 410 - 7059

alturalp.com

Report Date: 11/15/2022



DNR Accessibility Grading System for Parks and Recreation Facilities

Accessibility Grade

Definition

1

None of the facilities meet accessibility guidelines

2

Some facilities meet accessibility guidelines

3

Most facilities meet accessibility guidelines

4

The entire park meets accessibility guidelines

5

The entire park was developed using the principles of universal design

Parking: Parking Lot

Lat/Long: [42.2477, -83.7109]

Finding: 1 - Van Sign

The van stall is missing a sign identifying it as a van accessible stall.

Parking space identification signs shall include the International Symbol of Accessibility. Signs identifying van parking spaces shall contain the designation "van accessible."

2010 ADAS Section 502.6

Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible." Signs shall be 60 inches (1525 mm) minimum above the finish floor or ground surface measured to the bottom of the sign.

Citation:

2010 ADAS Section: 502.6

As Built:

No van sign provided; at least one with a van access aisle must have a van sign



Lobby: Reception Area

Lat/Long: [42.2477, -83.71156]

Finding: 30 - Drinking fountain

The drinking fountain projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

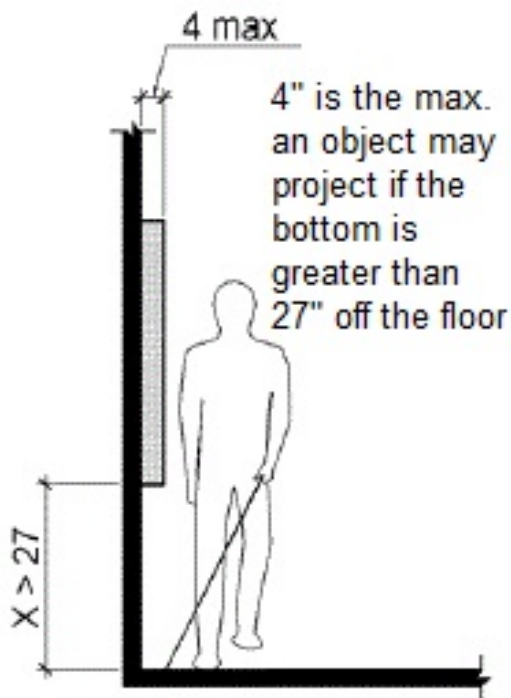
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

Drinking fountain on the corner of the lobby hallway



Lobby: Reception Area

Lat/Long: [42.24762, -83.71146]

Finding: 31 - Protruding Lockers

The locker boxes project more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

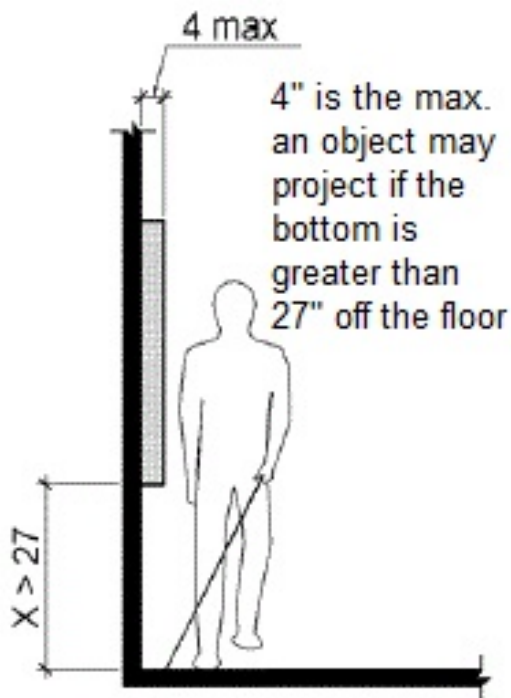
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

Lockers are protruding



Lobby: Reception Area

Lat/Long: [42.24757, -83.71136]

Finding: 32 - Drinking fountain

There is no drinking fountain for standing persons.

No fewer than two drinking fountains shall be provided. One drinking fountain shall meet requirements for wheelchair accessibility and one drinking fountain shall meet requirements for standing persons.

Where a single drinking fountain complies with both wheelchair accessibility and requirements for standing persons, it shall be permitted to be substituted for two separate drinking fountains.

Spout outlets of drinking fountains for standing persons shall be 38 inches minimum and 43 inches maximum above the finish floor or ground.

2010 ADAS Section 602.7

Spout outlets of drinking fountains for standing persons shall be 38 inches (965 mm) minimum and 43 inches (1090 mm) maximum above the finish floor or ground.

2010 ADAS Section 211.2

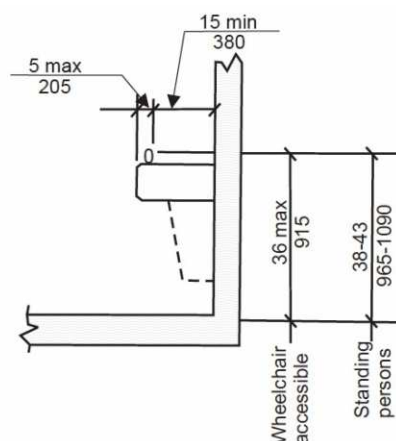
No fewer than two drinking fountains shall be provided. One drinking fountain shall comply with 602.1 through 602.6 and one drinking fountain shall comply with 602.7.

Citation:

2010 ADAS Section: 602.7, 211.2

As Built:

There is no high drinking fountain by the main entrance



Lobby: Reception Area

Lat/Long: [42.24763, -83.71154]

Finding: 33 - Sales Counter Height

The counter surface is greater than 36 inches off the finished floor.

A portion of the counter surface that is 36 inches long minimum and 36 inches high maximum above the finish floor shall be provided. Knee and toe space must be provided for a forward approach.

Where the provided counter surface is less than 36 inches long, the entire counter surface shall be 36 inches high maximum above the finish floor.

2010 ADAS Section 904.4.1

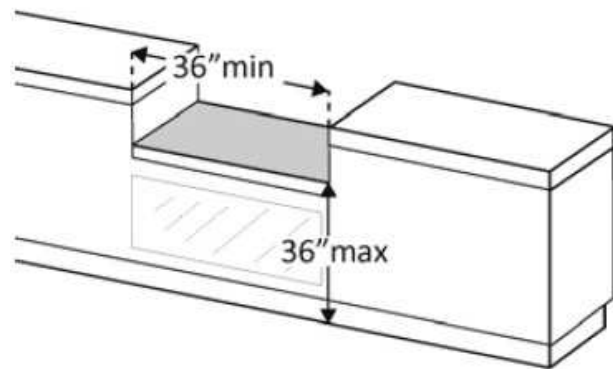
A portion of the counter surface that is 36 inches (915 mm) long minimum and 36 inches (915 mm) high maximum above the finish floor shall be provided. A clear floor or ground space complying with 305 shall be positioned for a parallel approach adjacent to the 36 inch (915 mm) minimum length of counter.

Citation:

2010 ADAS Section: 904.4.1

As Built:

Counter is 37 inches high



Locker Room: Men's Locker Room

Lat/Long: [42.24733, -83.71106]

Finding: 40 - Room Identification Sign

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

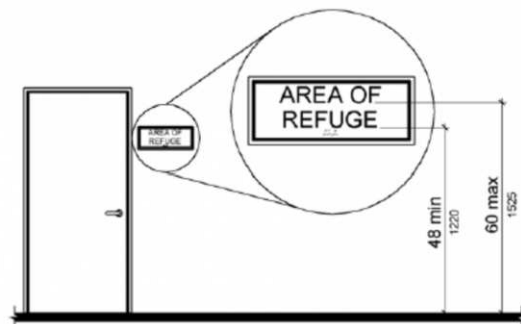
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The Men's Lockerroom/Restroom sign is not compliant

Finding #40 Continued



Locker Room: Men's Locker Room

Lat/Long: [42.24762, -83.71145]

Finding: 41 - Room Identification Sign

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

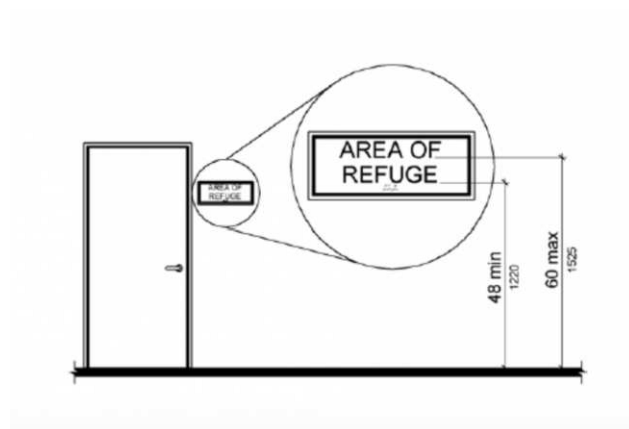
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The Women's lockerroom / restroom sign is not compliant

Finding #41 Continued



Locker Room: Men's Locker Room

Lat/Long: [42.24718, -83.71088]

Finding: 42 - Maneuvering Clearance

The door is equipped with both a closer and a latch and there is no latch side clearance.

Maneuvering clearance for doors on the push side equipped with both a closer and latch must be 48 inches minimum in depth. The width of the maneuvering clearance must be as wide as the door plus an additional 12 inches on the latch side. Doors recessed on the latch side greater than 8 inches must provide the additional 12 inches of clearance within the recess. The maneuvering clearance must be flat (2% max. slope in any direction) and clear of obstructions.

2010 ADAS Section 404.2.4.1

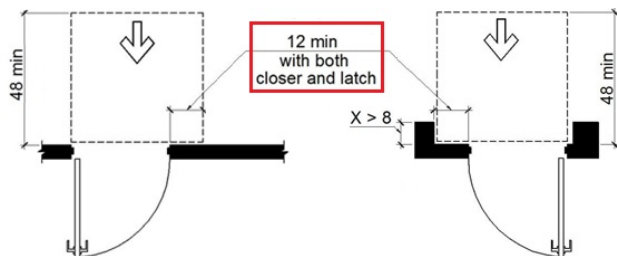
Swinging doors and gates shall have maneuvering clearances complying with Table 404.2.4.1.

Citation:

2010 ADAS Section: 404.2.4.1

As Built:

Door from men's locker room to pool has 1 inch on the push side



Locker Room: Men's Locker Room

Lat/Long: [42.24698, -83.71134]

Finding: 43 - Shower head

The shower is missing the hand-held spray unit.

A fixed shower head located at 48 inches maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

2010 ADAS Section 608.6 Exception

A fixed shower head located at 48 inches (1220 mm) maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

Citation:

2010 ADAS Section: 608.6 Exception

As Built:

Fixed shower head provided, missing hand-held unit.



Locker Room: Men's Locker Room

Lat/Long: [42.24722, -83.71114]

Finding: 44 - Protruding object

The hand dryer projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

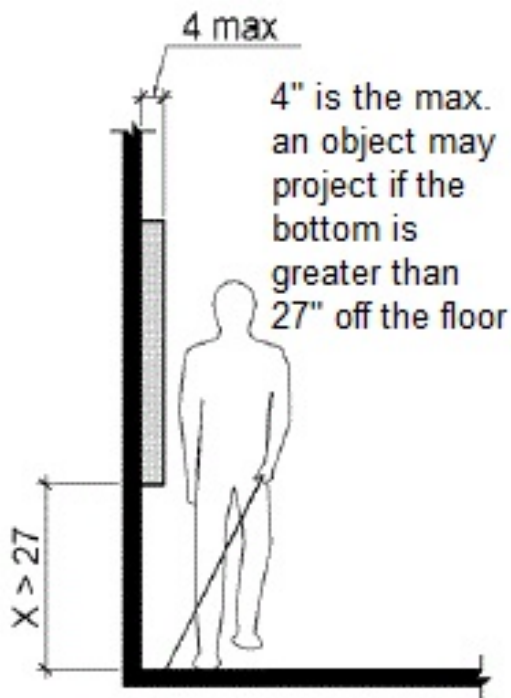
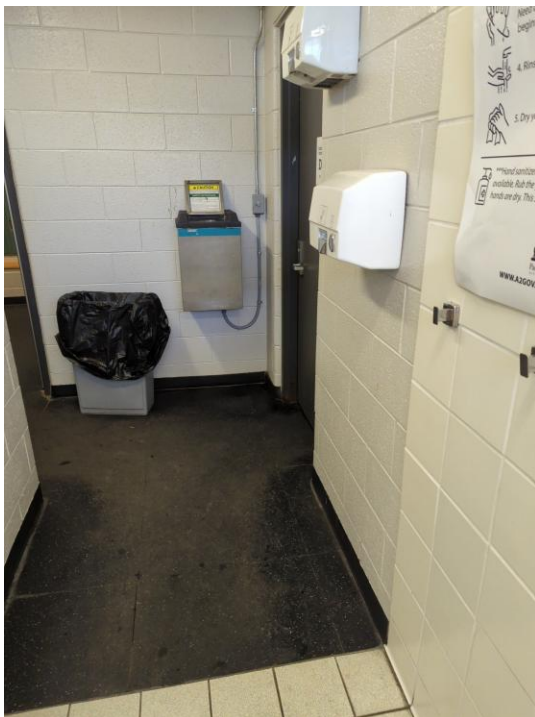
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

Hand dryer from shower to locker room protrudes 7 inches



Locker Room: Men's Locker Room

Lat/Long: [42.24722, -83.71114]

Finding: 45 - Protruding object

The hand dryer projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

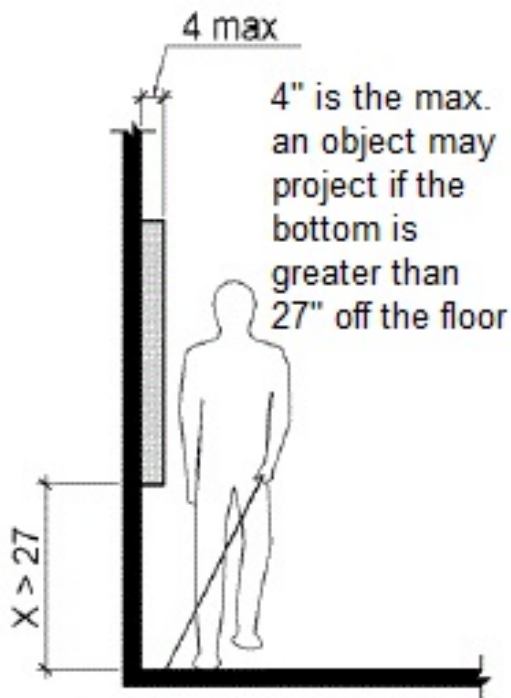
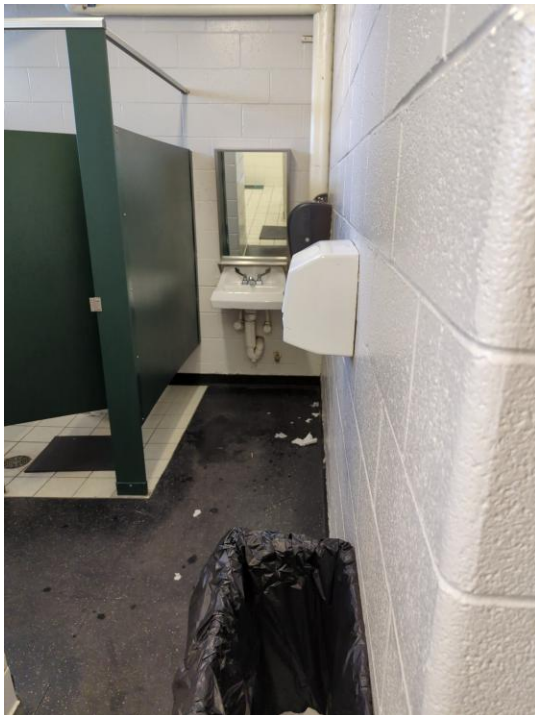
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

Hand dryer from shower to restroom protrudes 7 inches



Locker Room: Men's Locker Room

Lat/Long: [42.24715, -83.71349]

Finding: 46 - Dispenser height

The hand dryer dispenser's operation mechanism is too high off the floor.

Dispensers must have all operable parts a maximum of 48 inches above the floor.

2010 ADAS Section 308.2.1

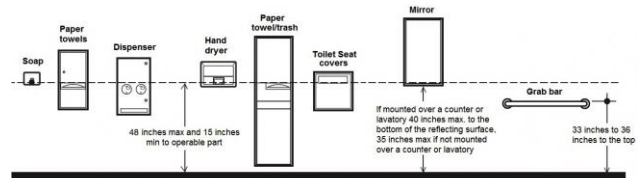
Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

Citation:

2010 ADAS Section: 308.2.1

As Built:

Hand dryer from the shower to the locker room is 52 inches high to the operable part



Locker Room: Men's Locker Room

Lat/Long: [42.24703, -83.71107]

Finding: 47 - Protruding object

The dispenser projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

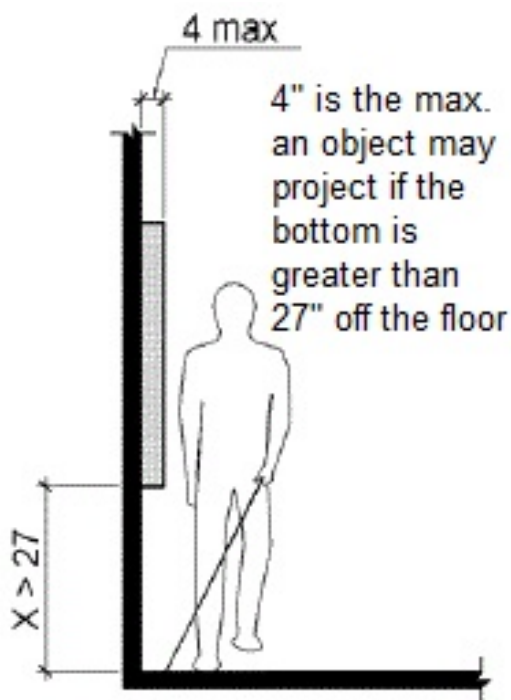
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

Paper towel dispenser in men's restroom protrudes 10 inches



Locker Room: Men's Locker Room

Lat/Long: [42.24703, -83.71107]

Finding: 48 - Protruding object

The dispenser projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

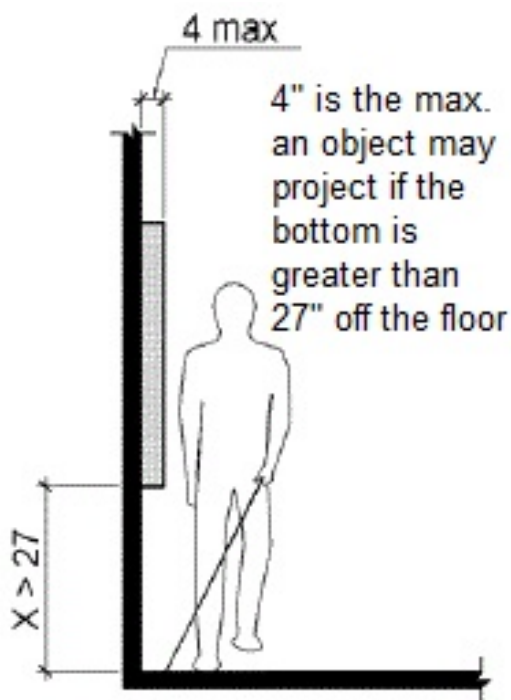
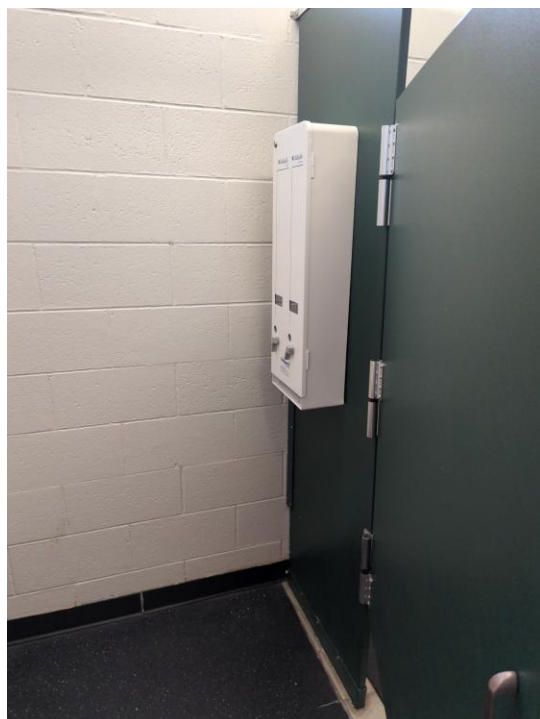
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

Feminine product dispenser in men's restroom protrudes 6 inches



Locker Room: Men's Locker Room

Lat/Long: [42.24863, -83.71192]

Finding: 49 - Toilet location

The toilet is not located within the range allowed from the side wall or partition.

The centerline of the toilet must be 16 to 18 inches from the side wall.

2010 ADAS Section 604.2

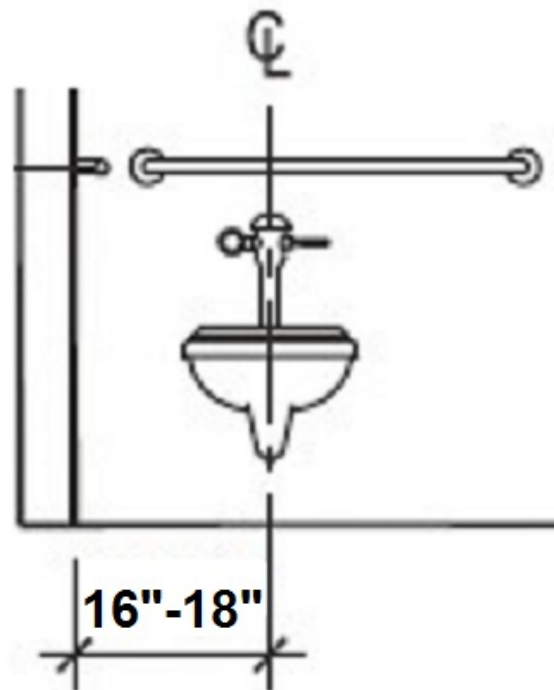
The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum to 18 inches (455 mm) maximum from the side wall or partition, except that the water closet shall be 17 inches (430 mm) minimum and 19 inches (485 mm) maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in 604.8.2. Water closets shall be arranged for a left-hand or right-hand approach.

Citation:

2010 ADAS Section: 604.2

As Built:

Toilet centerline is 19 inches from side wall



Locker Room: Men's Locker Room

Lat/Long: [42.24863, -83.71192]

Finding: 50 - Grab bars

The side grab bar does not extend far enough from the rear wall.

The side grab bar must extend at least 54 inches minimum beyond the rear wall and start a maximum of 12 inches from the rear wall. A 42 inch grab bar installed the maximum distance from the rear wall (12 inches) will leave the leading end 54 inches from the rear wall.

Grab bars shall be installed in a horizontal position, 33 inches minimum and 36 inches maximum above the finish floor measured to the top of the gripping surface.

2010 ADAS Section 604.5.1

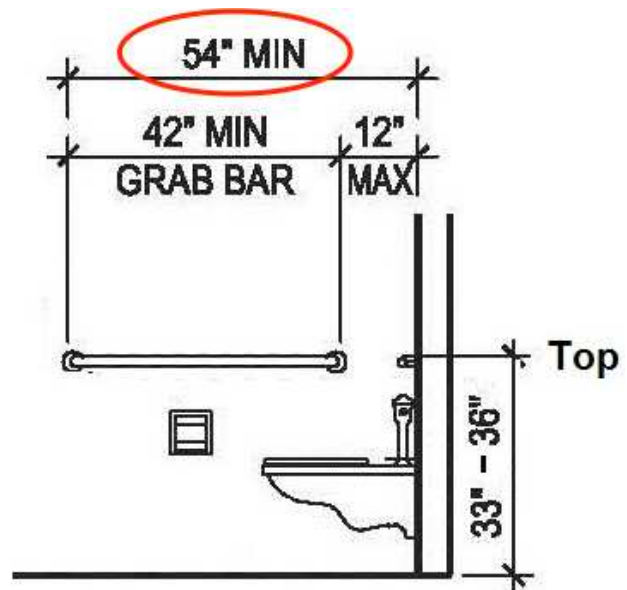
The side wall grab bar shall be 42 inches (1065 mm) long minimum, located 12 inches (305 mm) maximum from the rear wall and extending 54 inches (1370 mm) minimum from the rear wall.

Citation:

2010 ADAS Section: 604.5.1

As Built:

Side grab bar extends 50 inches from back wall



Locker Room: Men's Locker Room

Lat/Long: [42.24863, -83.71192]

Finding: 51 - Dispenser

The toilet paper is not installed within the compliant range.

Toilet paper dispensers shall be 7 inches minimum and 9 inches maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches minimum and 48 inches maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow. There shall be a clearance of 1 1/2 inches minimum below the grab bar.

2010 ADAS Section 604.7

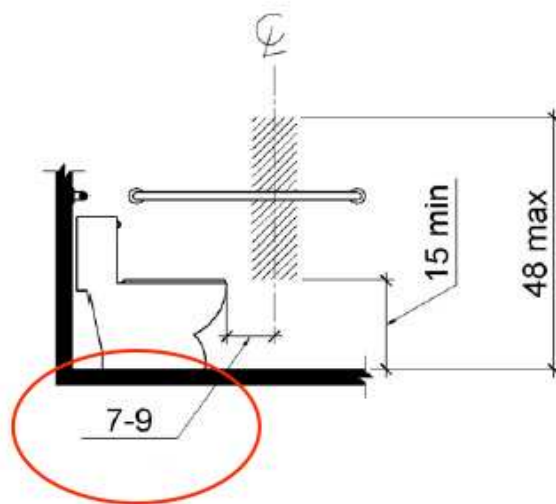
Toilet paper dispensers shall comply with 309.4 and shall be 7 inches (180 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.

Citation:

2010 ADAS Section: 604.7

As Built:

Toilet paper dispenser is centered 15 inches in front of water closet, and is only 7 inches above the side grab bar



Locker Room: Men's Locker Room

Lat/Long: [42.24863, -83.71192]

Finding: 52 - Partition door

The compartment door is located too far from the partition or wall.

The door shall be located in front of the clear space and diagonal to the water closet. Where located in the front partition, the door opening shall be 4 inches maximum from the side wall or partition farthest from the water closet. Where located in the side wall or partition, the door opening shall be 4 inches maximum from the front partition. Toilet compartment doors shall not swing into the minimum required compartment area.

2010 ADAS Section 604.8.1.2

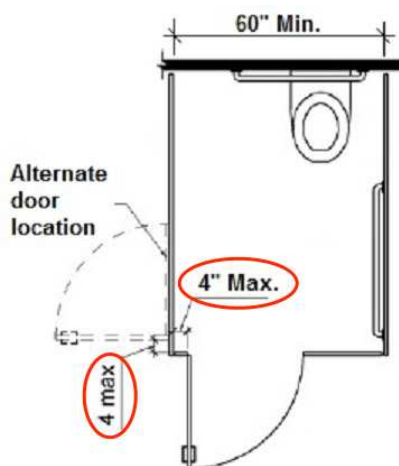
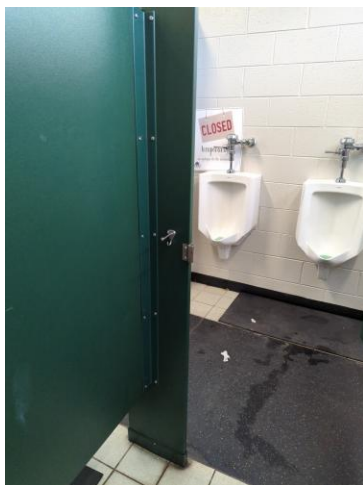
Toilet compartment doors, including door hardware, shall comply with 404 except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 42 inches (1065 mm) minimum. Doors shall be located in the front partition or in the side wall or partition farthest from the water closet. Where located in the front partition, the door opening shall be 4 inches (100 mm) maximum from the side wall or partition farthest from the water closet. Where located in the side wall or partition, the door opening shall be 4 inches (100 mm) maximum from the front partition. The door shall be self-closing. A door pull complying with 404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.

Citation:

2010 ADAS Section: 604.8.1.2

As Built:

Partition door is located 6 inches away from partition door



Locker Room: Men's Locker Room

Lat/Long: [42.2473, -83.7114]

Finding: 53 - Clear floor space

Clear floor space adjacent to the bench has not been provided.

Clear floor or ground space shall be provided and be positioned at the end of the bench seat parallel to the short axis of the bench. The space must be 30 inches minimum by 48 inches minimum.

2010 ADAS Section 903.2

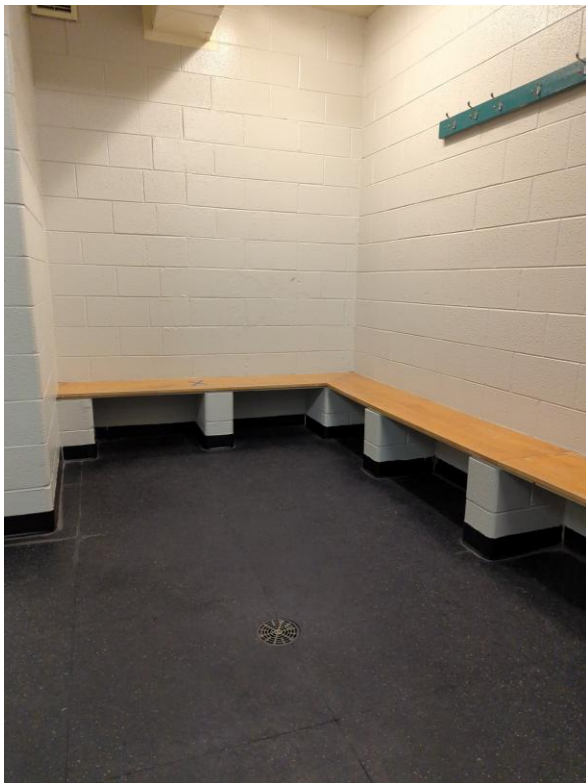
Clear floor or ground space complying with 305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench.

Citation:

2010 ADAS Section: 903.2

As Built:

There is no clear floor space provided at the end of the bench



Locker Room: Men's Locker Room

Lat/Long: [42.2473, -83.7114]

Finding: 54 - Coat hooks

The clothing hooks exceed maximum reach range.

Coat hooks provided within the room shall accommodate a forward reach or side reach. Coat hooks must be mounted no higher than 48 inches.

2010 ADAS Section 308.2.1

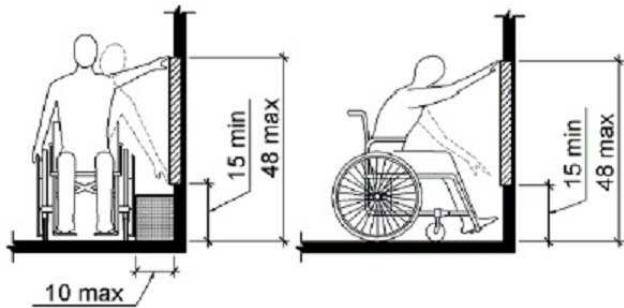
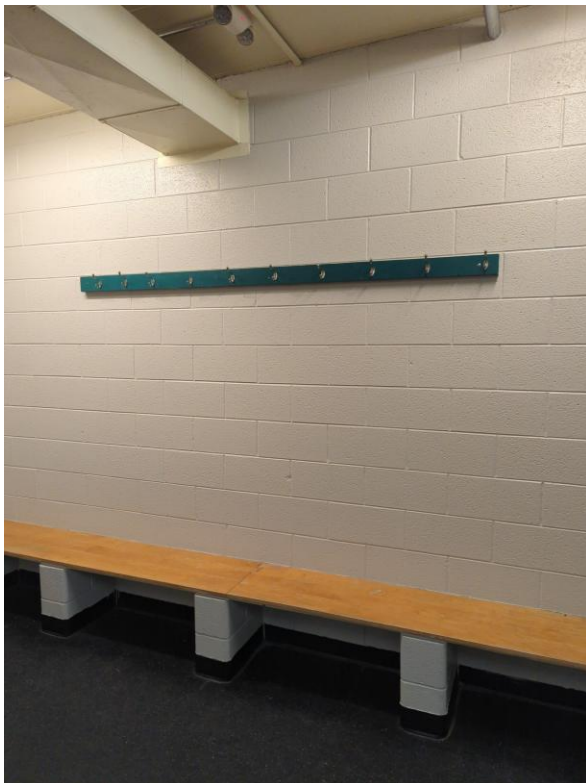
Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

Citation:

2010 ADAS Section: 308.2.1

As Built:

Coat hooks are 80 inches high



Locker Room: Women's Locker Room

Lat/Long: [42.24758, -83.71272]

Finding: 55 - Room identification sign

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

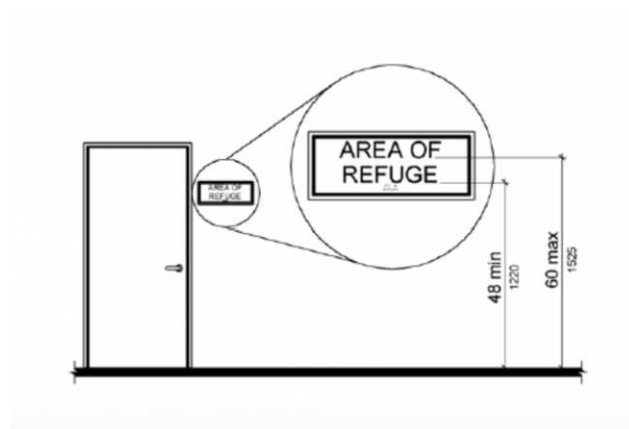
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The women's lockerroom/restroom identification sign is not compliant

Finding #55 Continued



Locker Room: Women's Locker Room

Lat/Long: [42.25075, -83.71614]

Finding: 56 - Protruding object

The dispenser and dryers project more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

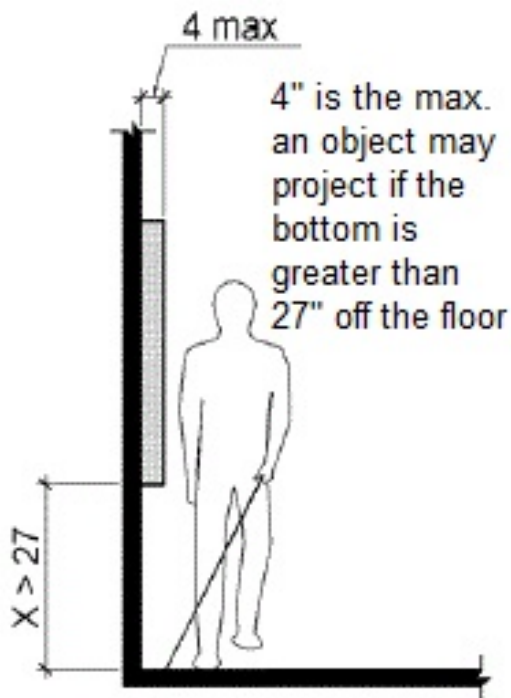
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

The dispenser is more than 4 inches from the wall



Locker Room: Women's Locker Room

Lat/Long: [42.24758, -83.71272]

Finding: 57 - Room identification sign

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

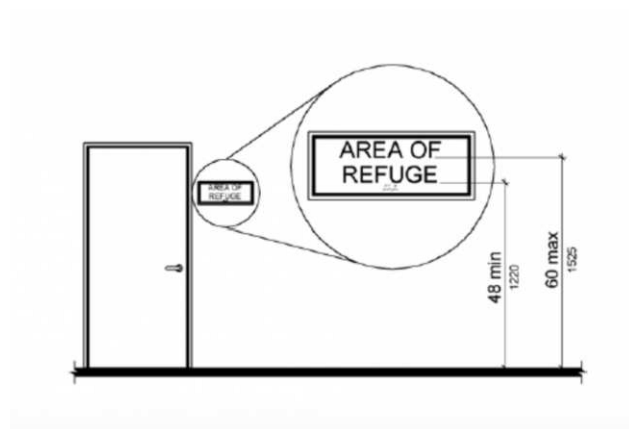
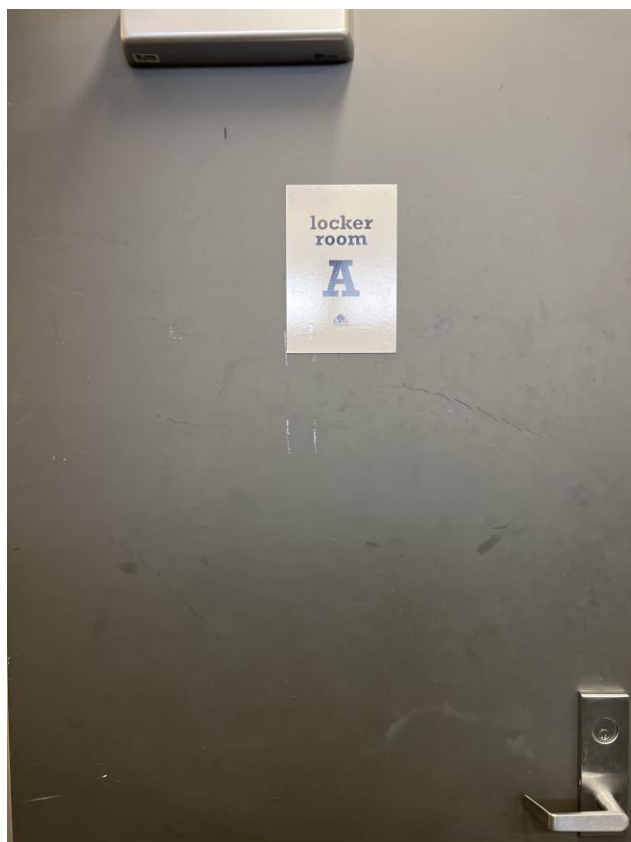
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The Locker Room A sign is not compliant

Finding #57 Continued



Locker Room: Women's Locker Room

Lat/Long: [42.24758, -83.71272]

Finding: 58 - Room Sign Identification

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

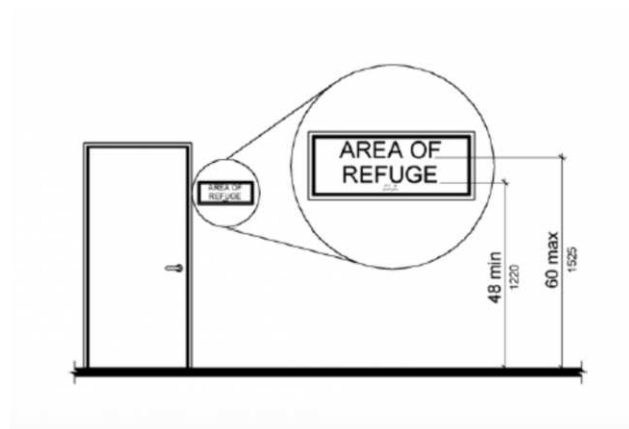
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The Room Sign Identification for the Locker Rooms and Women's Restroom is not compliant

Finding #58 Continued



Locker Room: Women's Locker Room

Lat/Long: [42.25075, -83.71614]

Finding: 59 - Protruding dispenser

The dispenser projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

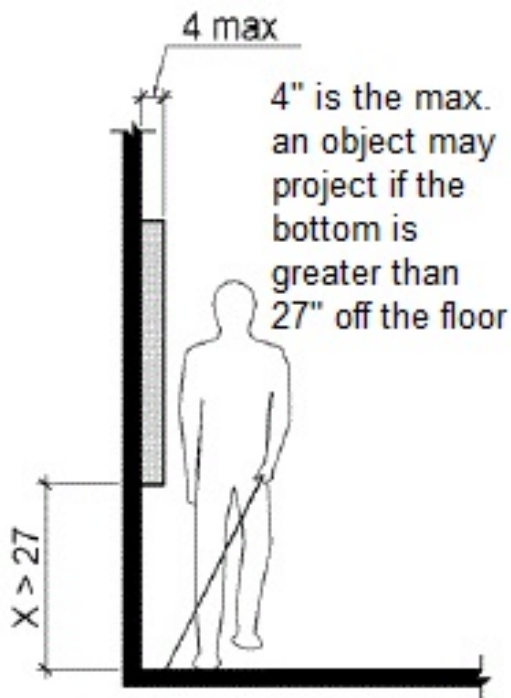
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

The dispenser is protruding



Locker Room: Women's Locker Room

Lat/Long: [42.25069, -83.71411]

Finding: 60 - Size

The transfer shower compartment is not the minimum required size.

Transfer type shower compartments shall be 36 inches by 36 inches clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch wide minimum entry on the face of the shower compartment.

2010 ADAS Section 608.2.1

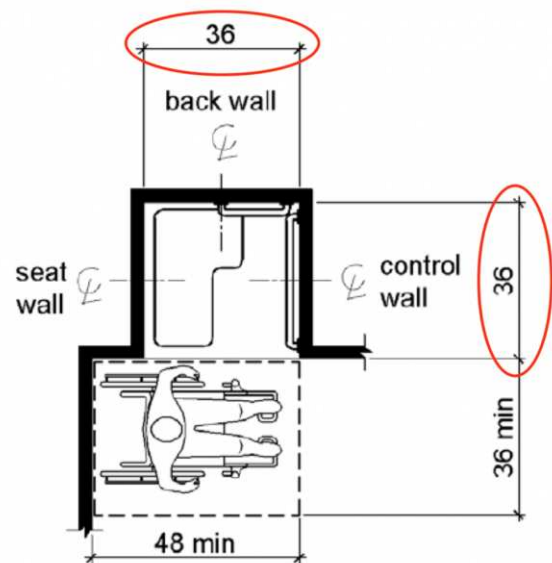
Transfer type shower compartments shall be 36 inches (915 mm) by 36 inches (915 mm) clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch (915 mm) wide minimum entry on the face of the shower compartment. Clearance of 36 inches (915 mm) wide minimum by 48 inches (1220 mm) long minimum measured from the control wall shall be provided.

Citation:

2010 ADAS Section: 608.2.1

As Built:

The transfer shower size is too small



Note: Inside finished dimensions measured at the center points of opposing sides.

Locker Room: Women's Locker Room

Lat/Long: [42.25298, -83.71609]

Finding: 61 - Shower head

The shower is missing the hand-held spray unit.

A fixed shower head located at 48 inches maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

2010 ADAS Section 608.6 Exception

A fixed shower head located at 48 inches (1220 mm) maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

Citation:

2010 ADAS Section: 608.6 Exception

As Built:

Fixed shower head



Locker Room: Unisex Locker Room

Lat/Long: [42.24725, -83.71177]

Finding: 62 - Room identification sign

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

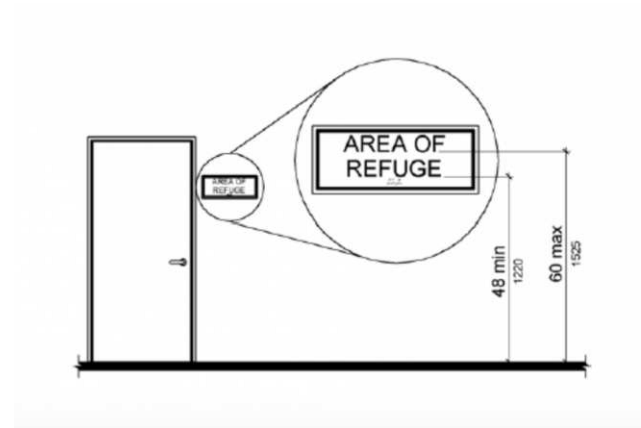
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The Family Restroom sign is not compliant

Finding #62 Continued



Locker Room: Unisex Locker Room

Lat/Long: [42.25349, -83.71654]

Finding: 63 - Shower head

The shower is missing the hand-held spray unit.

A fixed shower head located at 48 inches maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

2010 ADAS Section 608.6 Exception

A fixed shower head located at 48 inches (1220 mm) maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

Citation:

2010 ADAS Section: 608.6 Exception

As Built:

There is a fixed shower head



Locker Room: Unisex Locker Room

Lat/Long: [42.25298, -83.71609]

Finding: 64 - Size

The transfer shower compartment is not the minimum required size.

Transfer type shower compartments shall be 36 inches by 36 inches clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch wide minimum entry on the face of the shower compartment.

2010 ADAS Section 608.2.1

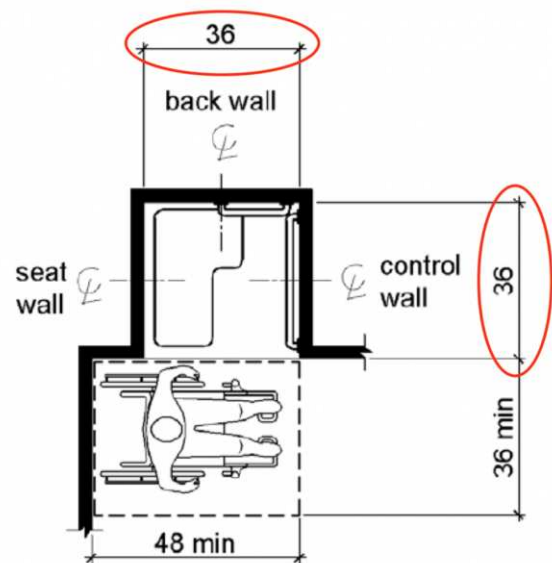
Transfer type shower compartments shall be 36 inches (915 mm) by 36 inches (915 mm) clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch (915 mm) wide minimum entry on the face of the shower compartment. Clearance of 36 inches (915 mm) wide minimum by 48 inches (1220 mm) long minimum measured from the control wall shall be provided.

Citation:

2010 ADAS Section: 608.2.1

As Built:

The transfer shower size is too small



Note: Inside finished dimensions measured at the center points of opposing sides.

Locker Room: Unisex Locker Room

Lat/Long: [42.2473, -83.7114]

Wheel: N/A, **Direction:** NW

Finding: 65 - Bench

The bench is not depth requirements.

Benches shall have seats that are 42 inches long minimum and 20 inches deep minimum and 24 inches deep maximum.

2010 ADAS Section 903.3

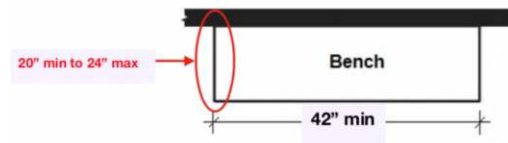
Benches shall have seats that are 42 inches (1065 mm) long minimum and 20 inches (510 mm) deep minimum and 24 inches (610 mm) deep maximum.

Citation:

2010 ADAS Section: 903.3

As Built:

The bench depth is not compliant



Changing Room: Women's Changing Room

Lat/Long: [42.24733, -83.71128]

Finding: 66 - Bench

The bench is not depth requirements.

Benches shall have seats that are 42 inches long minimum and 20 inches deep minimum and 24 inches deep maximum.

2010 ADAS Section 903.3

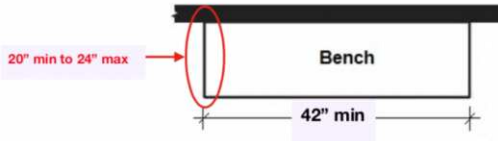
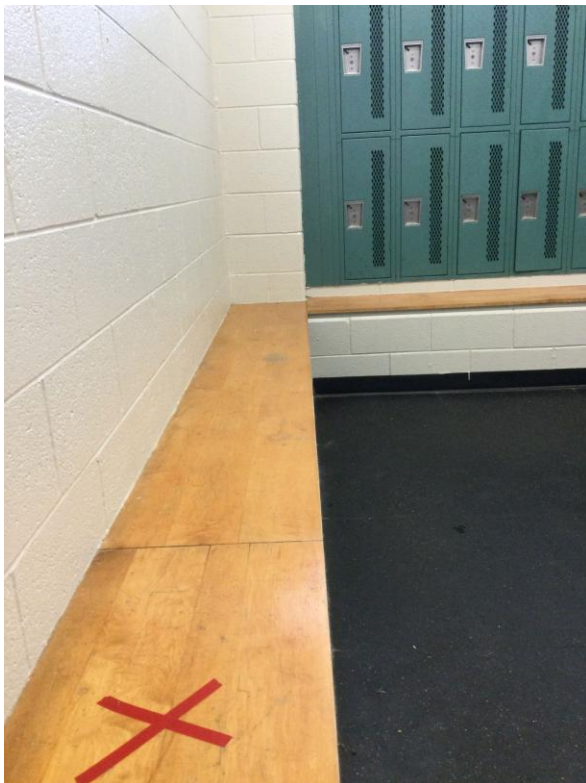
Benches shall have seats that are 42 inches (1065 mm) long minimum and 20 inches (510 mm) deep minimum and 24 inches (610 mm) deep maximum.

Citation:

2010 ADAS Section: 903.3

As Built:

The Bench depth is at 16"



Changing Room: Women's Changing Room

Lat/Long: [42.24733, -83.71128]

Finding: 67 - Hooks

The coat hook is installed greater than 48 inches above the finished floor.

Coat hooks provided within the room shall be located within compliant reach range for a forward or parallel approach.

Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum above the finished floor. Where the reach depth exceeds 20 inches, the high forward reach shall be 44 inches maximum and the reach depth shall be 25 inches maximum. Where a side reach is unobstructed, the high side reach shall be 48 inches maximum above the finished floor for a reach depth of 10 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum. Where the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum.

2010 ADAS Section 308.2.1

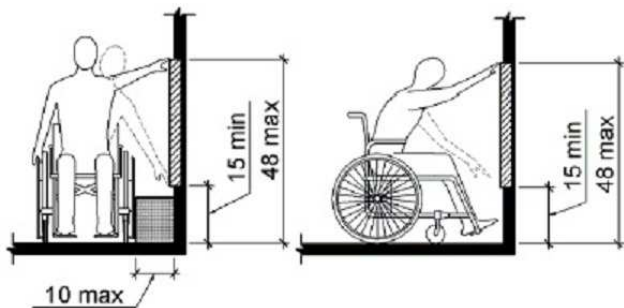
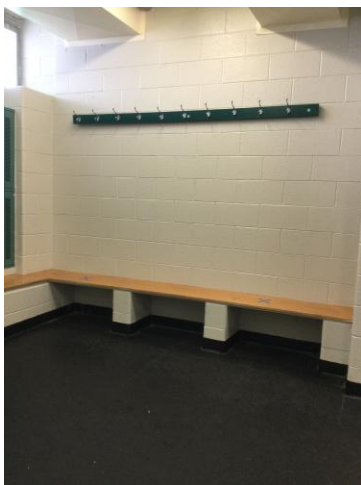
Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

Citation:

2010 ADAS Section: 308.2.1

As Built:

The changing room hooks are 72" tall



Changing Room: Women's Changing Room

Lat/Long: [42.24733, -83.71128]

Finding: 68 - Changing Room 2 Bench

The bench is not depth requirements.

Benches shall have seats that are 42 inches long minimum and 20 inches deep minimum and 24 inches deep maximum.

2010 ADAS Section 903.3

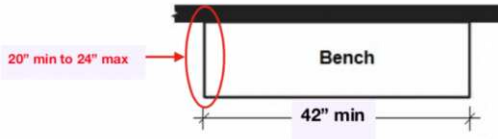
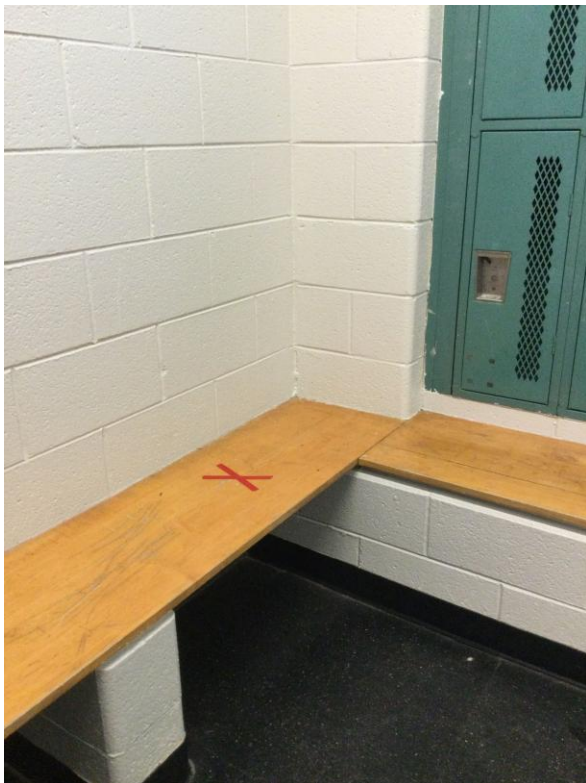
Benches shall have seats that are 42 inches (1065 mm) long minimum and 20 inches (510 mm) deep minimum and 24 inches (610 mm) deep maximum.

Citation:

2010 ADAS Section: 903.3

As Built:

16" depth



Changing Room: Women's Changing Room

Lat/Long: [42.24733, -83.71128]

Finding: 69 - Changing Room 2 Hooks

The coat hook is installed greater than 48 inches above the finished floor.

Coat hooks provided within the room shall be located within compliant reach range for a forward or parallel approach.

Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum above the finished floor. Where the reach depth exceeds 20 inches, the high forward reach shall be 44 inches maximum and the reach depth shall be 25 inches maximum. Where a side reach is unobstructed, the high side reach shall be 48 inches maximum above the finished floor for a reach depth of 10 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum. Where the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum.

2010 ADAS Section 308.2.1

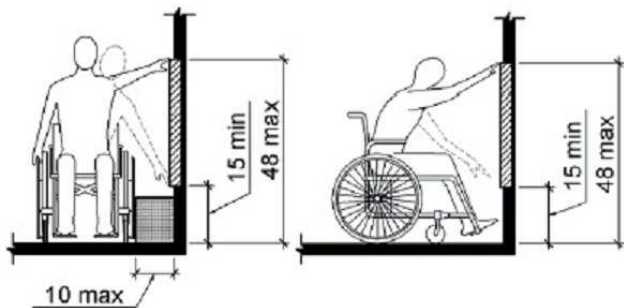
Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

Citation:

2010 ADAS Section: 308.2.1

As Built:

72" tall



Changing Room: Unisex Changing Room

Lat/Long: [42.24762, -83.71145]

Finding: 70 - Room identification sign

The room identification sign is noncompliant.

Wall signs identifying permanent rooms and spaces of a building shall be in a horizontal format and the characters raised 1/32 inch minimum and shall be sans serif uppercase characters a minimum of 5/8 inch and a maximum of 2 inches high.

Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

Signs with raised characters or Braille shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character.

2010 ADAS Section 216.2

Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

2010 ADAS Section 703.1

Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

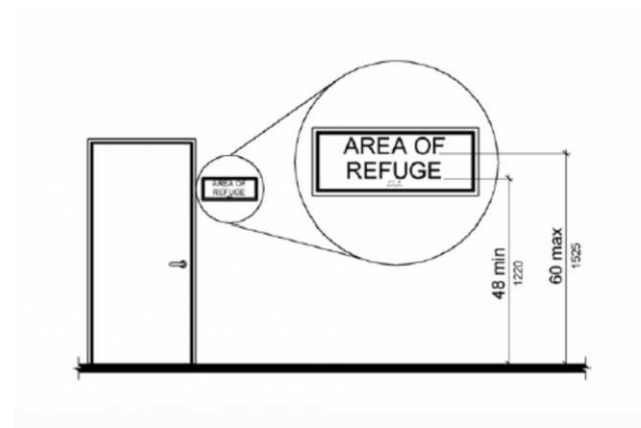
Citation:

2010 ADAS Section: 216.2, 703.1

As Built:

The room identification sign for the Gender Neutral Restroom is not compliant

Finding #70 Continued



Changing Room: Unisex Changing Room

Lat/Long: [42.24733, -83.71128]

Finding: 71 - Toilet Paper Dispenser

The toilet paper is not installed within the compliant range.

Toilet paper dispensers shall be 7 inches minimum and 9 inches maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches minimum and 48 inches maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow. There shall be a clearance of 1 1/2 inches minimum below the grab bar.

2010 ADAS Section 604.7

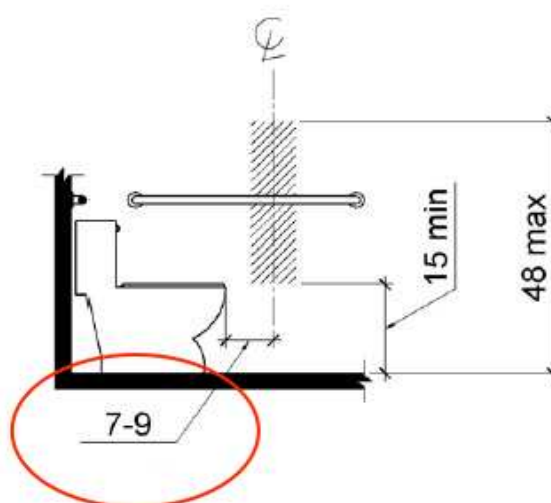
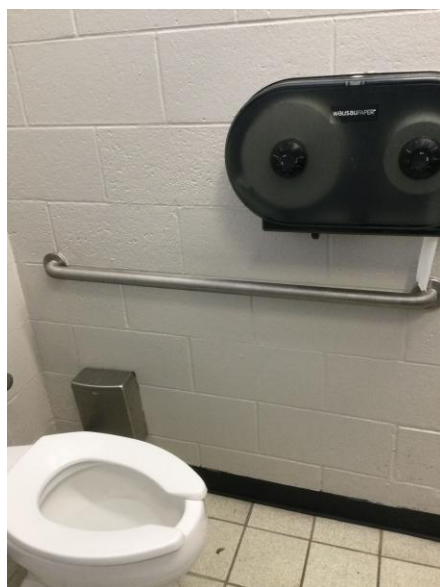
Toilet paper dispensers shall comply with 309.4 and shall be 7 inches (180 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.

Citation:

2010 ADAS Section: 604.7

As Built:

Out of range



Changing Room: Unisex Changing Room

Lat/Long: [42.24733, -83.71128]

Finding: 72 - Dispenser

The paper towel projects more than 4 inches into the circulation path.

Wall-mounted objects that have leading edges between 27 inches and 80 inches from the floor must not project more than 4 inches into the circulation path. Protruding objects that extend to the floor or within 27 inches of the floor are cane detectable and are therefore not hazardous. Where it is necessary or desirable to have objects protrude from the wall, a manner of cane detection must be provided.

2010 ADAS Section 307.2

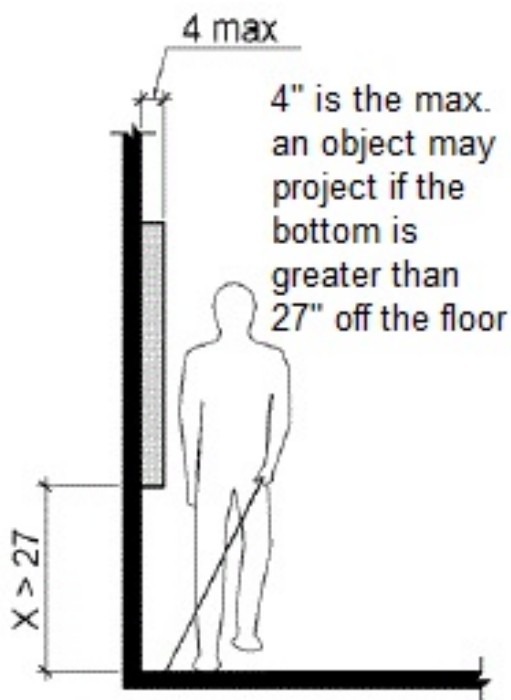
Objects with leading edges more than 27 inches (685 mm) and not more than 80 inches (2030 mm) above the finish floor or ground shall protrude 4 inches (100 mm) maximum horizontally into the circulation path.

Citation:

2010 ADAS Section: 307.2

As Built:

The paper towel dispenser protrudes more than 4 inches



Ice Rink Area: Ice Rink

Lat/Long: [42.24798, -83.71241]

Finding: 73 - Change in level

There is a change in level greater than 1/4 inch.

1/4 inch is the maximum vertical rise. Changes in level between 1/4 inch and 1/2 inch must be beveled at 1:2 or less. Changes in level greater than 1/2 inch must be by way of a ramp.

2010 ADAS Section 303.3

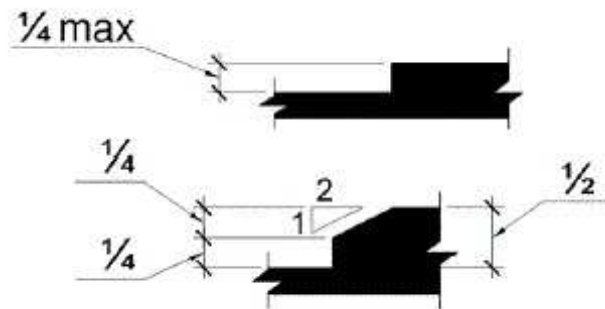
Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Citation:

2010 ADAS Section: 303.3

As Built:

There is a change in level for the entrance to the hockey rink



Ice Rink Area: Ice Rink

Lat/Long: [42.24783, -83.71297]

Finding: 74 - Change in level

There is a change in level greater than 1/4 inch.

1/4 inch is the maximum vertical rise. Changes in level between 1/4 inch and 1/2 inch must be beveled at 1:2 or less. Changes in level greater than 1/2 inch must be by way of a ramp.

2010 ADAS Section 303.3

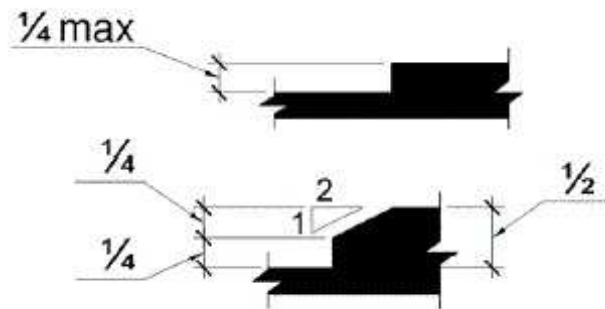
Changes in level between 1/4 inch (6.4 mm) high minimum and 1/2 inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Citation:

2010 ADAS Section: 303.3

As Built:

There is a change in level at multiple entrances to the hockey rink



Ice Rink Area: Ice Rink

Lat/Long: [42.24803, -83.71123]

Finding: 75 - Protruding object

The support cables extend down too close to the route of travel.

Any obstruction that overhangs a circulation route must be a minimum of 80 inches above the walking surface as measured from the bottom of the obstruction.

2010 ADAS Section 307.3

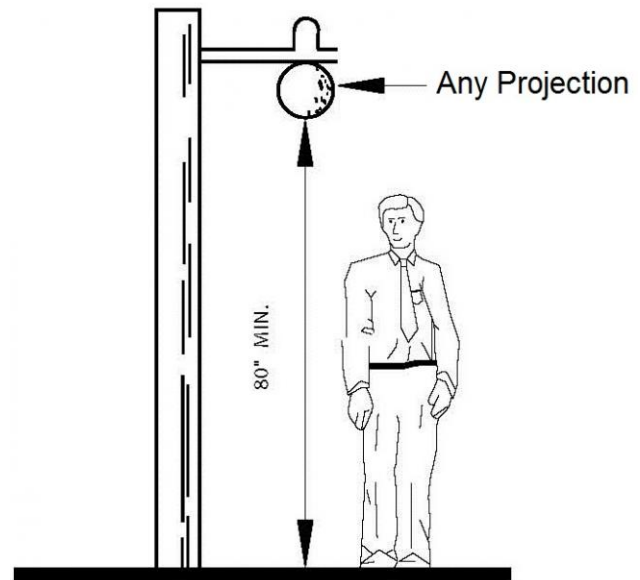
Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 inches (305 mm) maximum when located 27 inches (685 mm) minimum and 80 inches (2030 mm) maximum above the finish floor or ground. Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches (305 mm), the lowest edge of such sign or obstruction shall be 27 inches (685 mm) maximum or 80 inches (2030 mm) minimum above the finish floor or ground.

Citation:

2010 ADAS Section: 307.3

As Built:

Support cables at each corner







BRINE SUPPLY TEMP.

OUT

BRINE

REFRIGERATION
AIR CONDITIONING

CUDAHY,
WISCONSIN
53110



VILTER

HEAT EXCHANGE
PH: (414) 744-0111

REFRIGERANT



R22

SERIAL NO.

6521

ORDER NO.

K69487-3

SIZE

M17K328HD

COMPRESSOR FRAME
HYDROSTATIC TEST (PSIG)

HIGH SIDE

600

LOW SIDE

375

VOLTAGE

115

REVISIONS	BY
AS BUILT	5/1/85

AAU ARBOR ICE ARENA

TITLE

KORS/DIGITAL

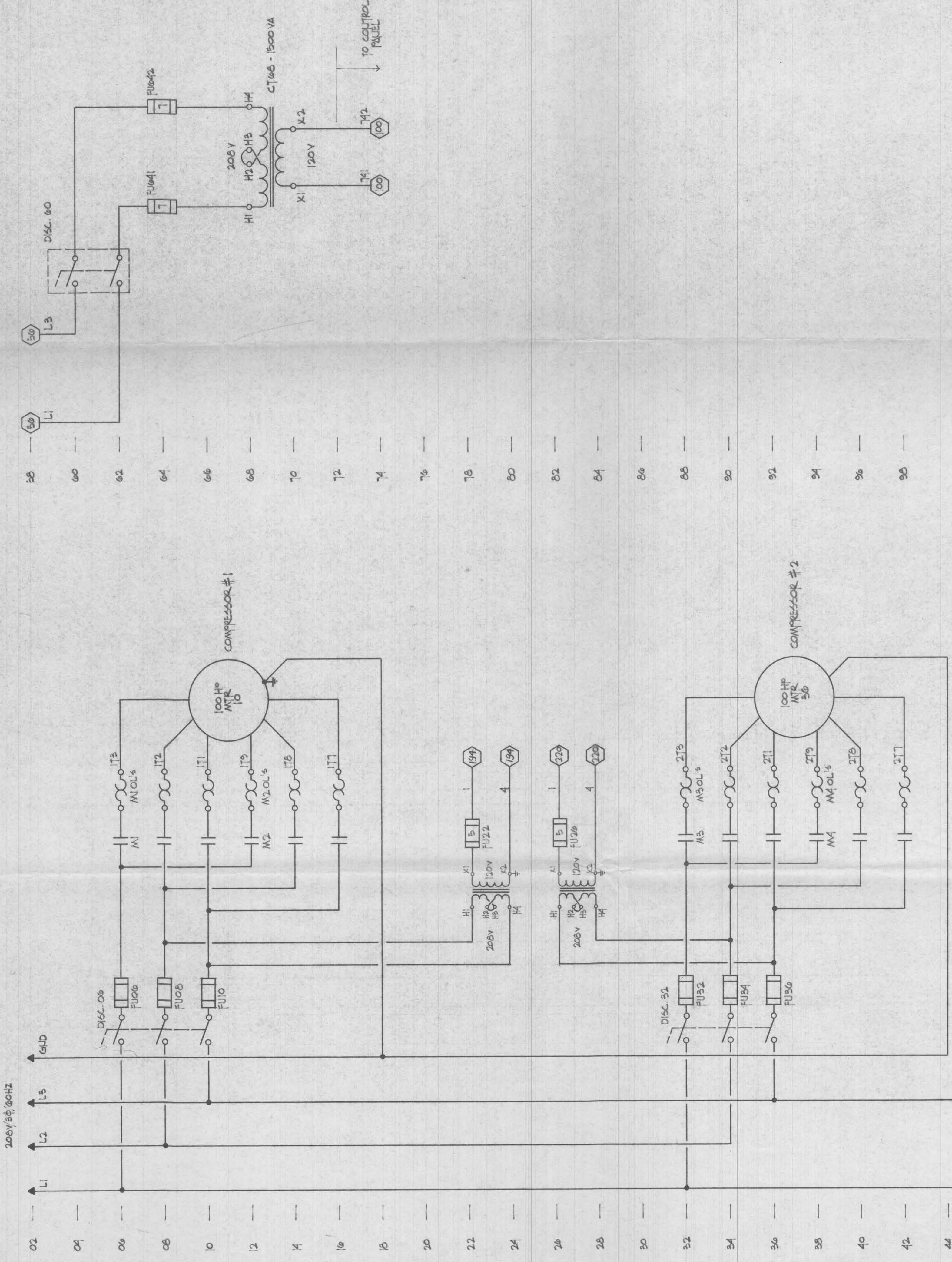
ENGINEERING COMPANY
2880 N. PONTIAC TRAIL, WALLED LAKE, MICH. 48088

DRAWN
CHECKED
DATE
SCALE
JOB NO.
SHEET

AA-2

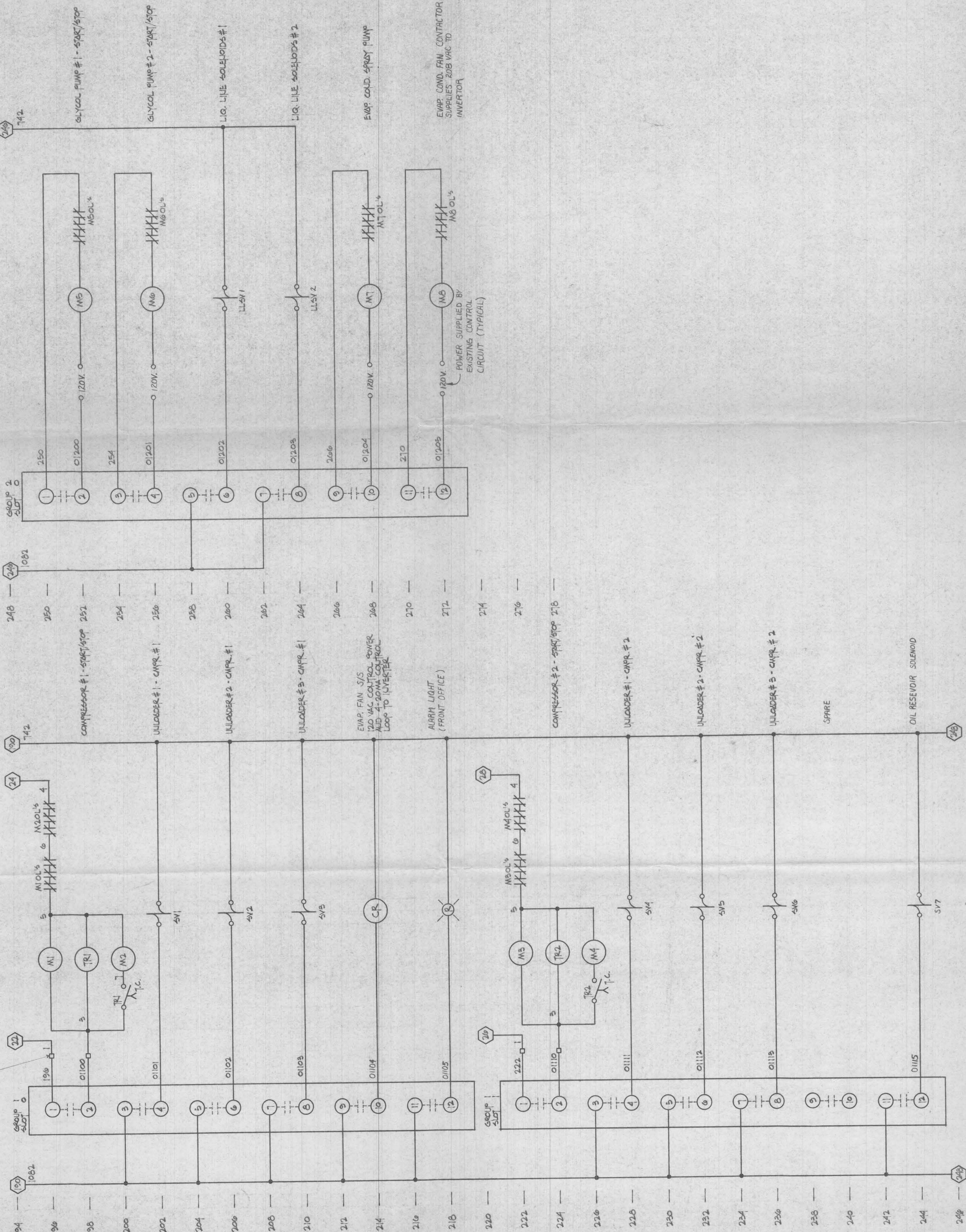
OF 5 SHEETS

RECORD PRINT
AUG 1 1985
KORS / DIGITAL





TERMINAL ON CONTROL
PANEL TERMINAL STRIP
(TYPICAL)



REVISIONS		BY
15	BUILT	B / 85

AAU AREOR ICE ARENA

TITLE

KORS/DIGITAL

ENGINEERING COMPANY
2880 N. PONTIAC TRAIL, WALLED LAKE, MICH. 48088

DRAWN
MATHESON

CHECKED
MATHESON

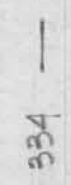
DATE
8-22-84

SCALE
1:1

JOB NO.
84-1

SHEET
AA-4

OF 5 SHEETS



TITLE

ANU ARBOR ICE ARENA

DRAWN	MATHESON	DATE	8-23-84	JOB NO.	84-7	SHEET	AA-5	SHEETS	5
CHECKED	MATHESON	SCALE	NONE						



EX. SURFACE CONDITION
(NOTE PRESENCE OF MILDEW)



STRUCTURAL STEEL SUPPORT
(TYPICAL)



METAL ROOF DECK
(TYPICAL)



STEEL FRAME
(TYPICAL)



SAMPLE SURFACE RUST AREA



SAMPLE SURFACE RUST SPOTTING



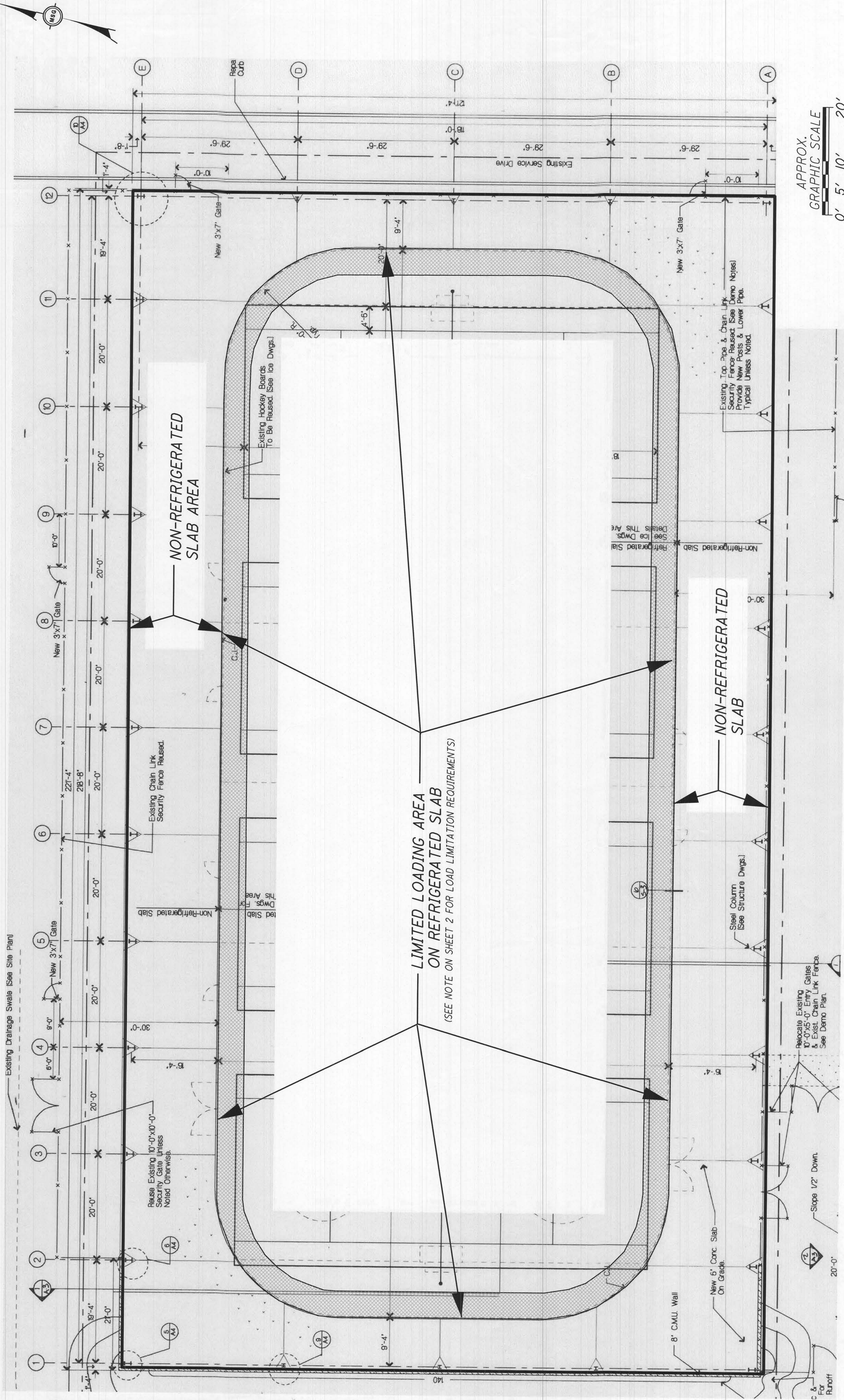
SAMPLE PAINT PEELING/FLAKING



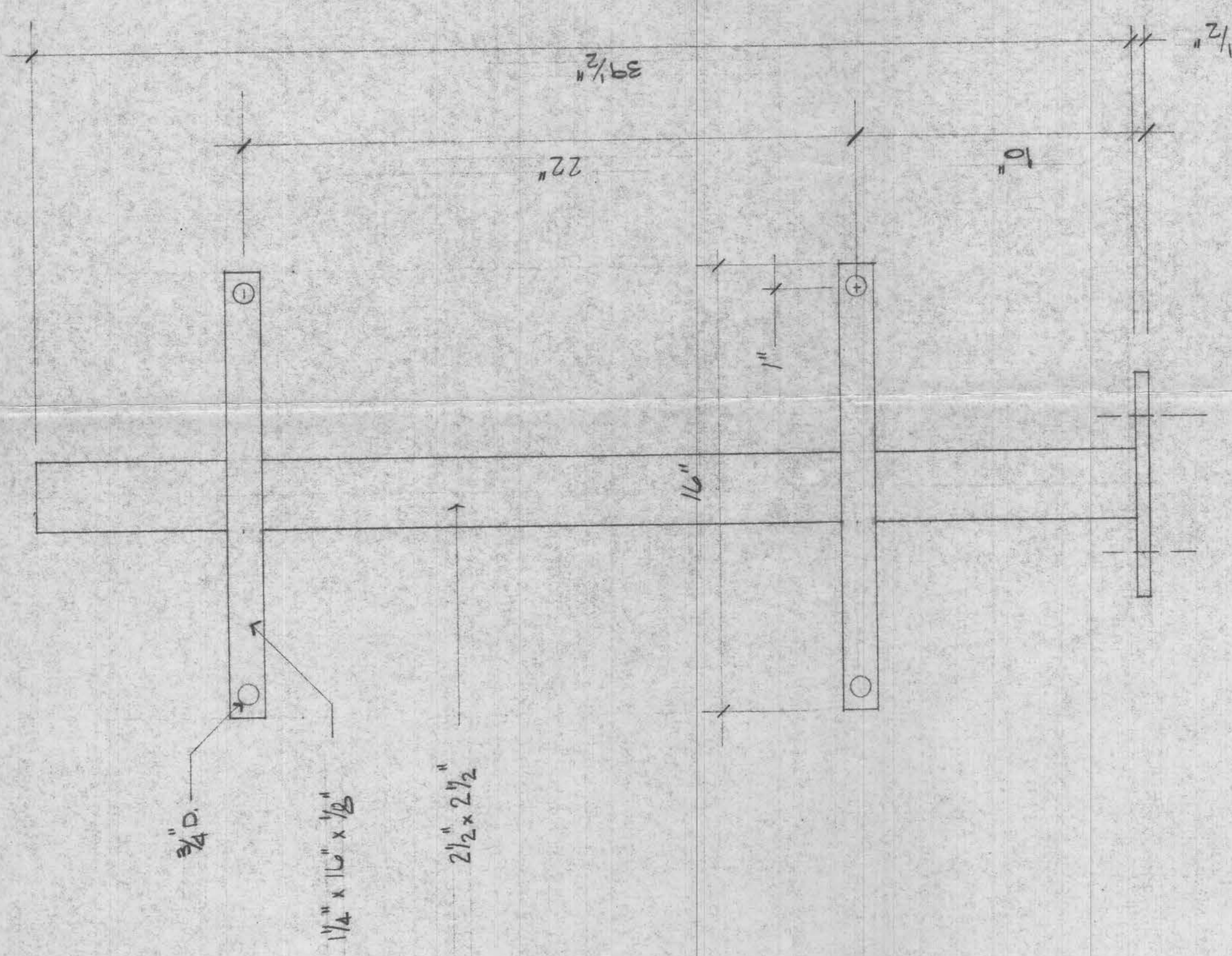
DETERIOATED ANCHOR NUT
(SEE SHEET 2 FOR LOCATIONS. REPLACE IN ACCORDANCE WITH NOTES ON SHEET 2)



ROOF OPENING
(SEE SHEET 2 FOR LOCATION. OPENING IS CURRENTLY SMALLER THAN

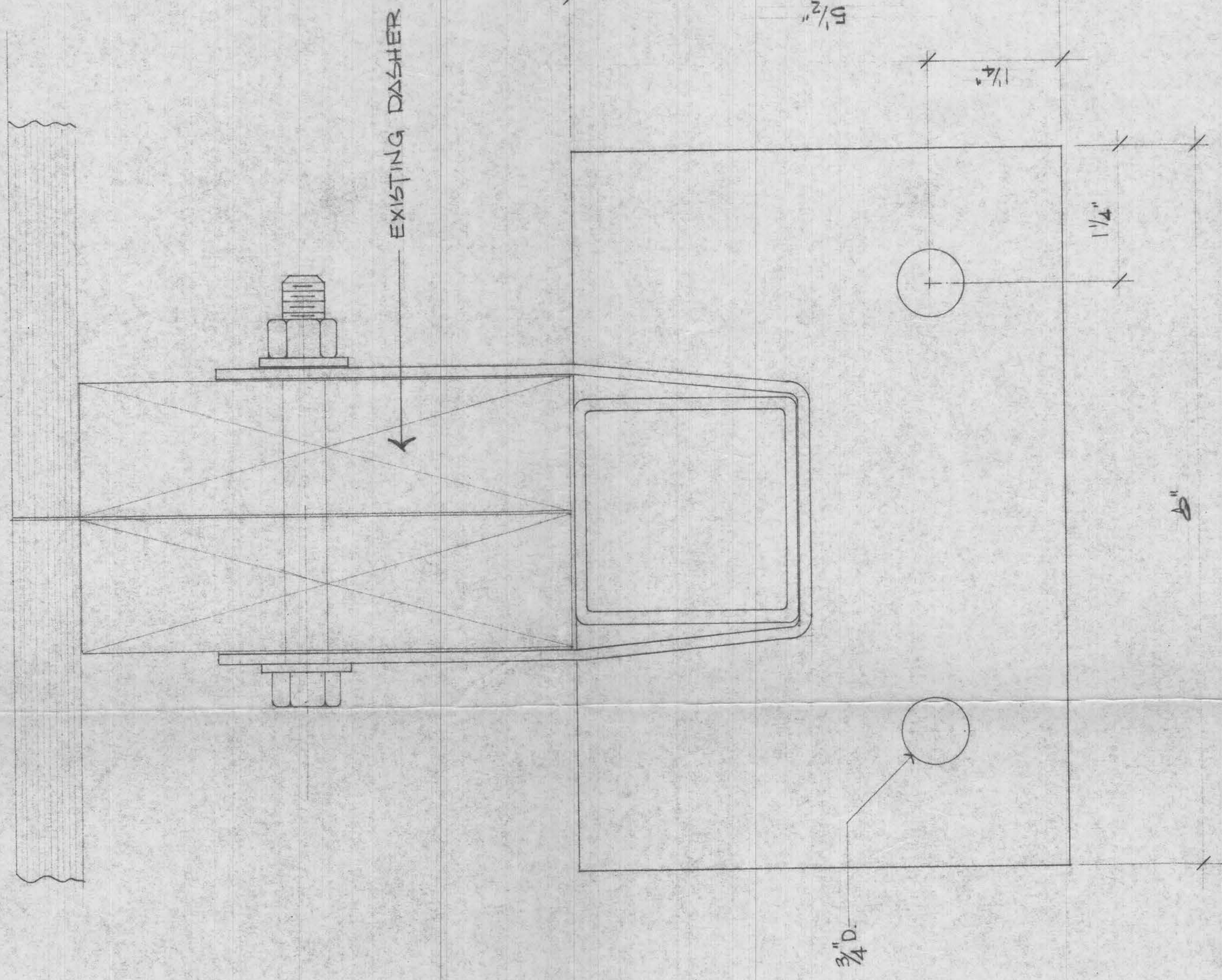


APPROX.
GRAPHIC SCALE
0' 5' 10' 20'



SUPPORT POST TYP

3' x 1 1/2'



JOINT & FOOT PLATE DETAIL

FULL

SHOP DRAWING REVIEW
 X NO EXCEPTIONS TAKEN
 X NO CORRECTIONS REQUIRED
 X NO AMENDMENTS REQUIRED
 X NO RESUBMIT
 INDEPENDENT
 CONSULTING
 ENGINEERS, INC.
 Date 2/2/2011 By [Signature]

ICE PRO

CHADAVIS

14 Paper Park Drive
Brentwood, TN 37027

DASHER SUPPORT POST

SCALE: NOTES

DATE: 2/2/11

APPROVED BY

DATE: 2/2/11

BUHR PARK

DRAWING NUMBER

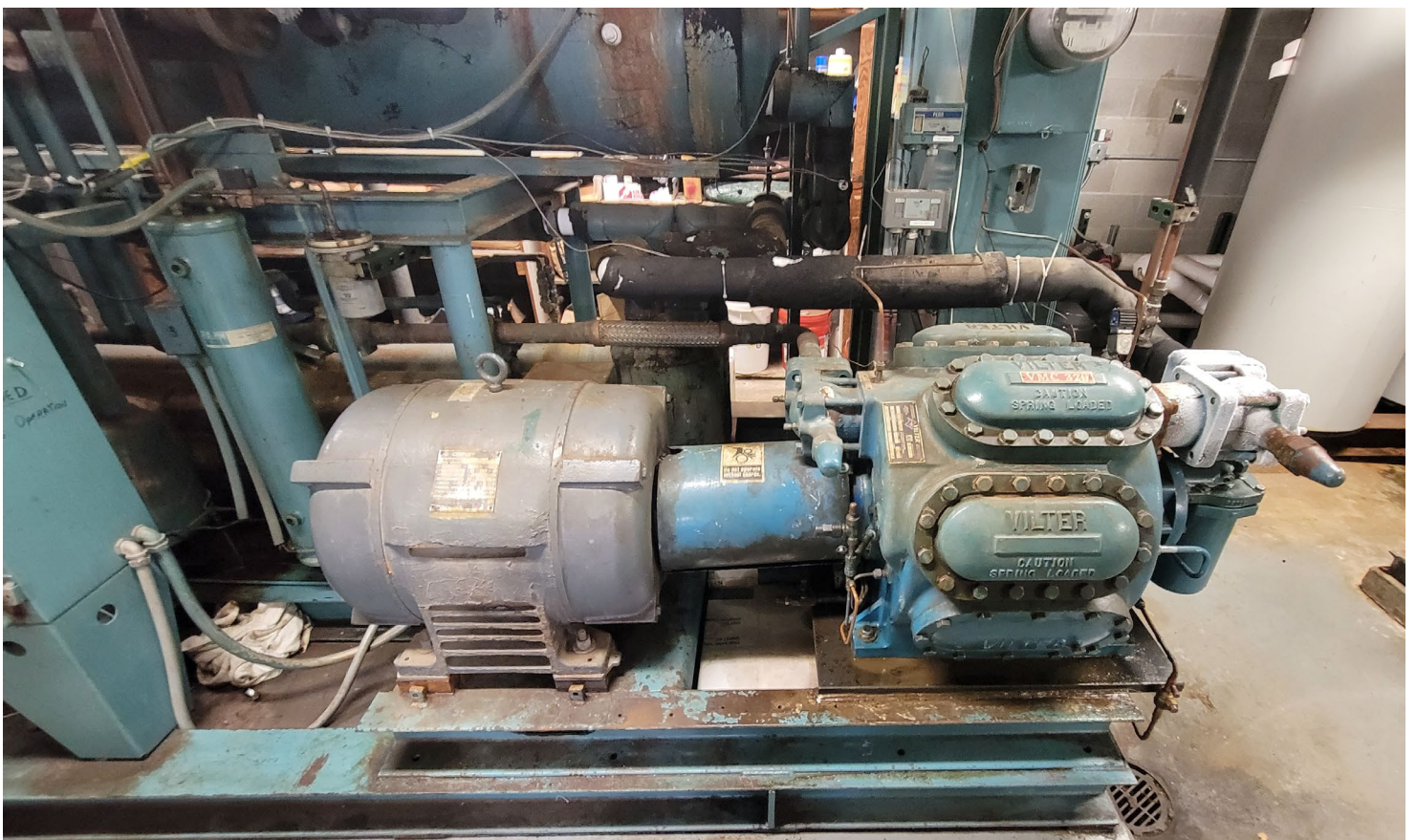
D-1

ATTACHMENT B



Compressor 1 Panel

Compressor 1





Compressor 2 Panel



Compressor 2



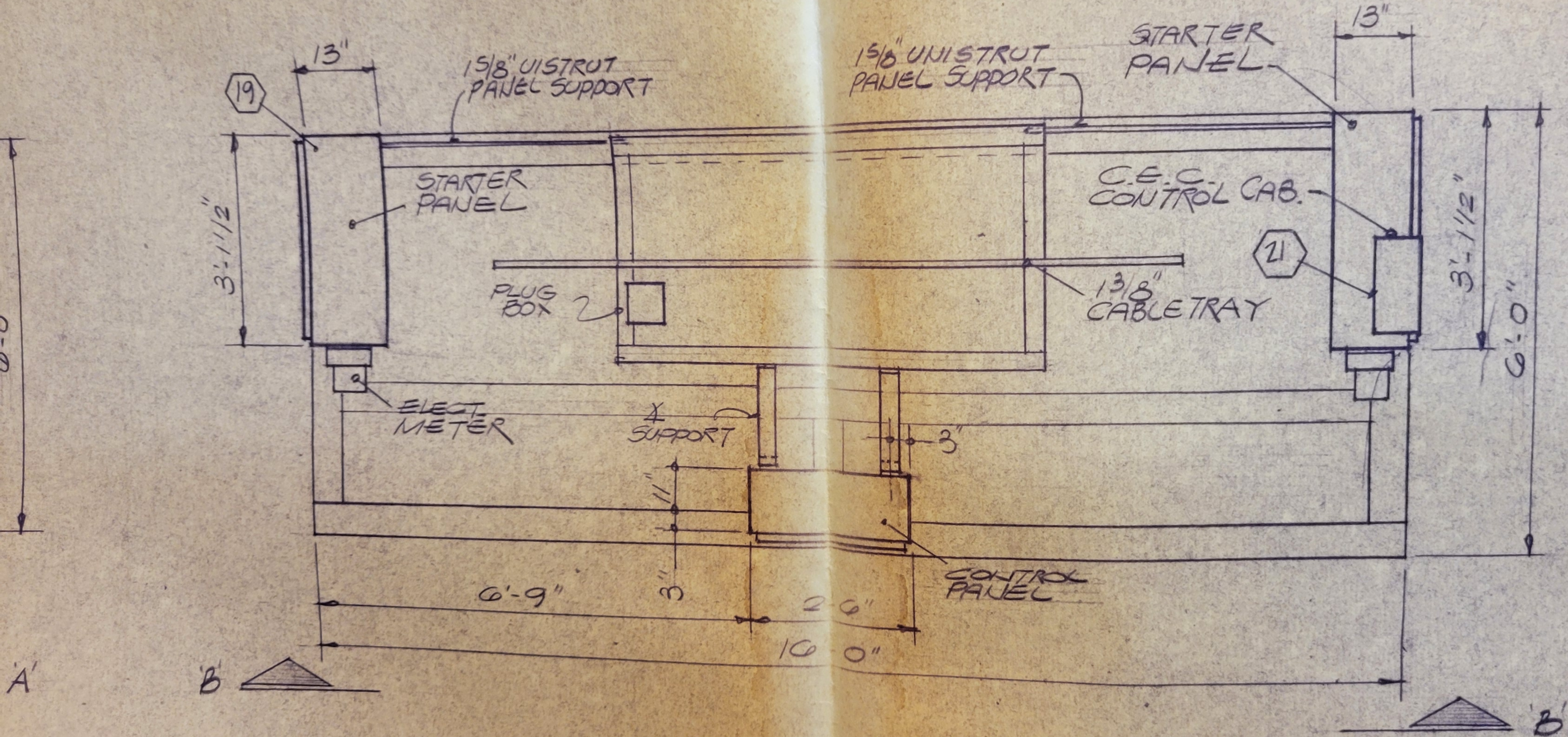
Glycol
Return and
Supply
System



Rear view of Compressor 1



Rear view of Compressor 2

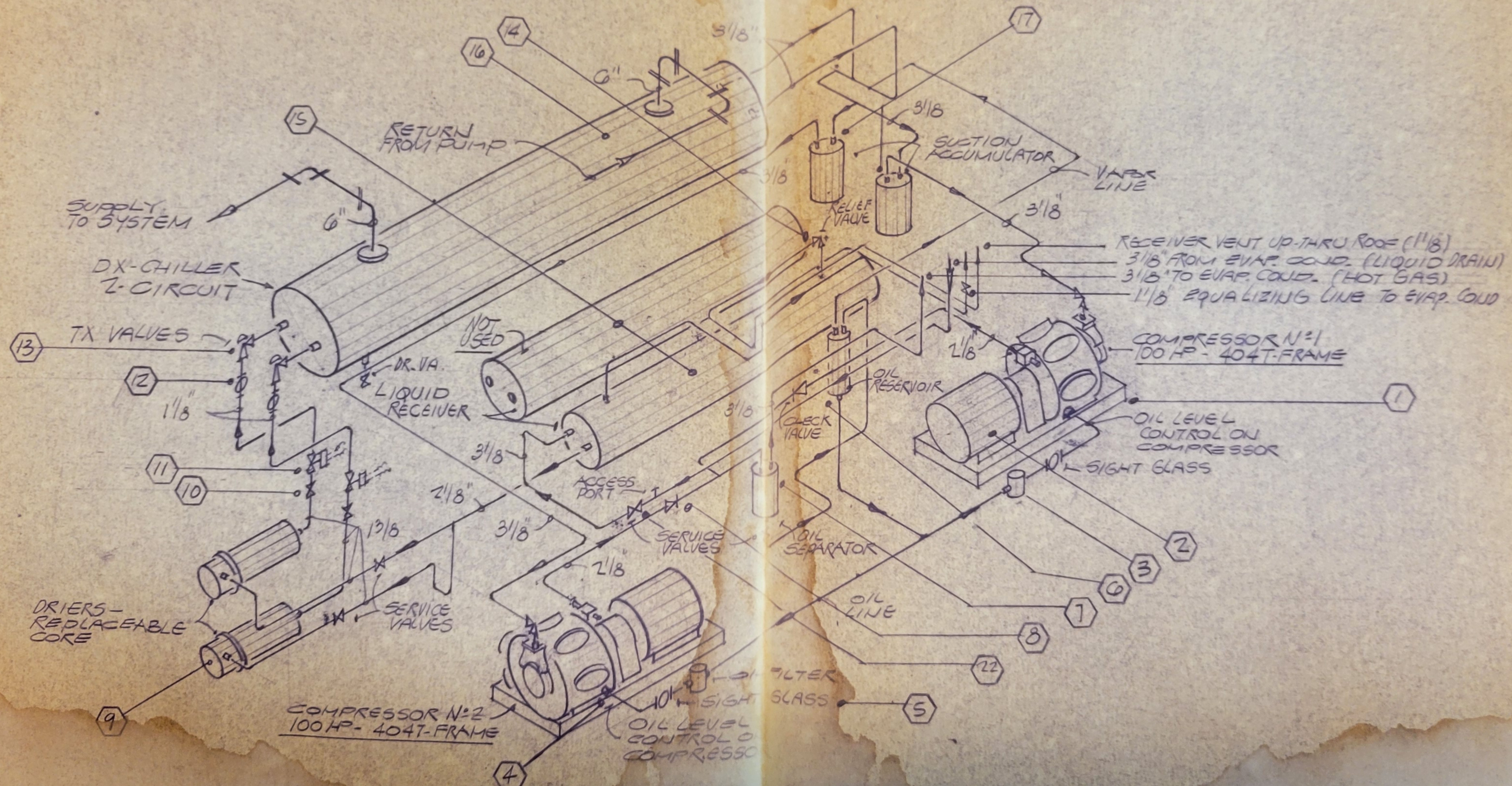


SCALE: 1/2" = 1'-0"

PANEL ELEVATION "BB"

SCALE: 1/2" = 1'-0"

COMPLETE



**ATTACHMENT C
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and _____ filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

Non-Discrimination Ordinance

ATTACHMENT E **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.

<i>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 _____</i>

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 \$17.08/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 \$19.04/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

- | | |
|--------------------------|---|
| ☐ | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits |
| ☐ | Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits |

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT F

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT G
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

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

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

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

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

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

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

ATTACHMENT H

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026

\$17.08 per hour

If the employer provides health care benefits*

\$19.04 per hour

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

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

ENFORCEMENT

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

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

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

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

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

APPENDIX A - SAMPLE CONTRACT

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

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

1. DEFINITIONS

Administering Service Area/Unit means [TBD].

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

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

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

Project means [TBD].

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

2. DURATION

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

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

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

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

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

6. INSURANCE/INDEMNIFICATION

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

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

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The

City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the

compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

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

9. OBLIGATIONS OF THE CITY

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

10. ASSIGNMENT

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

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise

of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

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

If Notice is sent to the City:

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

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

14. CHOICE OF LAW AND FORUM

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

and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

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

16. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

17. SEVERABILITY OF PROVISIONS

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

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted

successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

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

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

[TBD]

CITY OF ANN ARBOR

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

EXHIBIT A
Scope of Services

EXHIBIT B
Compensation