

September 22, 2017

Mr. Edward Vielmetti
edward.vielmetti@gmail.com

RE: FOIA REQUEST

Dear Ed:

A Freedom of Information Act (FOIA) request was received from you by the Ann Arbor Downtown Development Authority on Monday, September 18, 2017 in which you requested:

1. "In November 2016 DDA staff met with representatives from Carl Walker Inc. (CWI) to discuss suicide prevention in parking structures." Please provide records of this meeting, including minutes, attendees, "photos" shared with the DDA, and other contemporary written records of these meetings.
2. "In a proposal dated January 5, 2017 CWI outlined a bid process". Please provide a copy of this bid process proposal.
3. "Ten fencing companies were solicited, however only two contractors attended the pre-bid meeting June 9, 2017. On June 19, 2017 only one bid, in the amount of \$1,386,446.61, was received." Please provide a copy of the solicitation, including the means in which the bid was solicited. Please provide a copy of the bid proposal that was received. Please provide a list of the fencing companies that were solicited for the work.
4. Please provide minutes of the meeting in which the decision was made not to proceed with this bid. Was it a public meeting?

Your request is approved in part and denied in part. No minutes were kept of the meeting between DDA staff and CWI representative Gary Cudney, but materials provided at this meeting are attached. The bid process, bid document and the sole bid submitted for the project are attached, but the DDA was not provided with the list of fencing companies that were contacted about this project. And attached are DDA committee and board meeting minutes.

In the event you do not believe that appropriate response has been made to your request, you may either submit an appeal specifically containing the word "appeal" to the DDA board, the head of the public body, identifying the reason for your appeal, or



ANN ARBOR
DOWNTOWN DEVELOPMENT AUTHORITY
150 S. FIFTH AVENUE STE. 301
ANN ARBOR, MICHIGAN 48104

[HTTP://WWW.A2DDA.ORG](http://www.a2dda.org)
734.994.6697

you may seek judicial relief pursuant to Section 10 of FOIA. Section 10 provides that attorney's fees and damages may be available to you if your judicial appeal is successful. DDA FOIA Policy documents are available on the DDA website for your use <http://www.a2dda.org/about-the-dda/dda-foia/>

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Geo Nay".

Susan Pollay, Executive Director and FOIA Coordinator
Ann Arbor Downtown Development Authority

Xc: Jerry Lax, Pear Sperling Eggan & Daniels, P.C.

Carl Walker, Inc.

Parking Structure Suicide Prevention

November 10, 2016

Suicide Prevention in Parking Structures

2

- Samples of Screening
- Roof Top Screening
- Covered Level Screening
- Canopies and Landscaping
- IPI White PaperTM
- Example of Costs

Suicide Prevention in Parking Structures

3



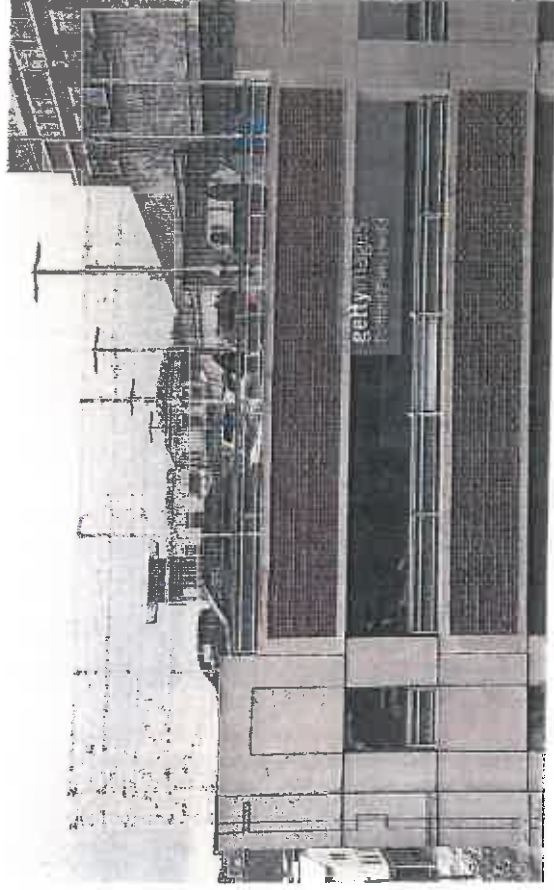
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Suicide Prevention in Parking Structures

4

Man dies after jumping from Maine Medical Center garage



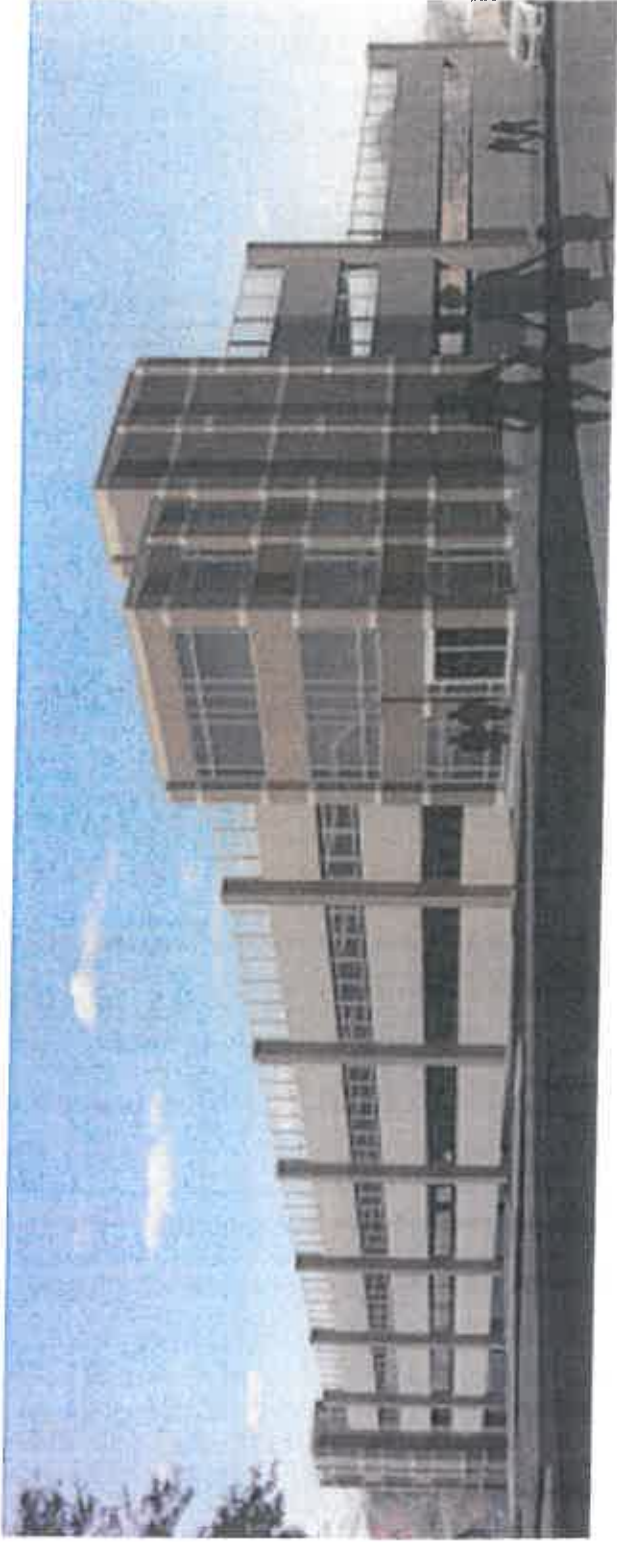
Preis said police believe the man jumped from an upper level of the garage, but not the top floor, which has a tall fence around it to deter people from jumping off the garage.

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VA Parking Facility

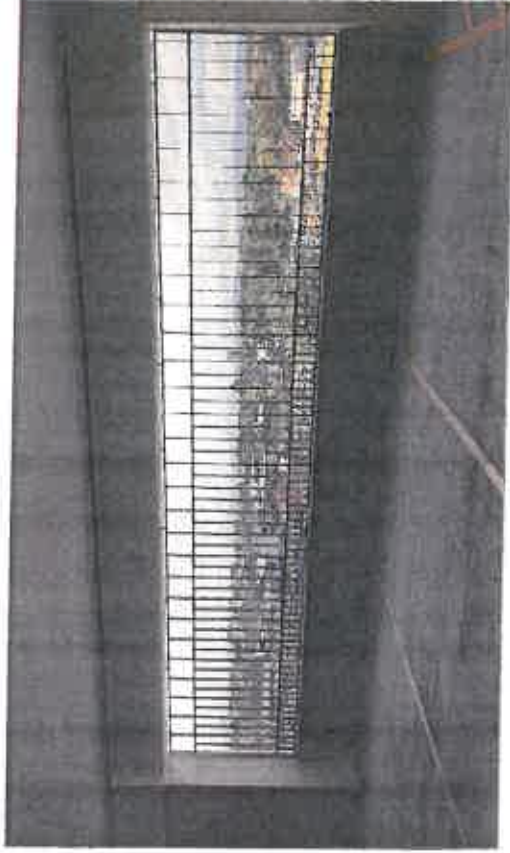
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VA Parking Facility



6

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Carl Walker

VA Parking Facility

7



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Grand Rapids Parking Facility

8

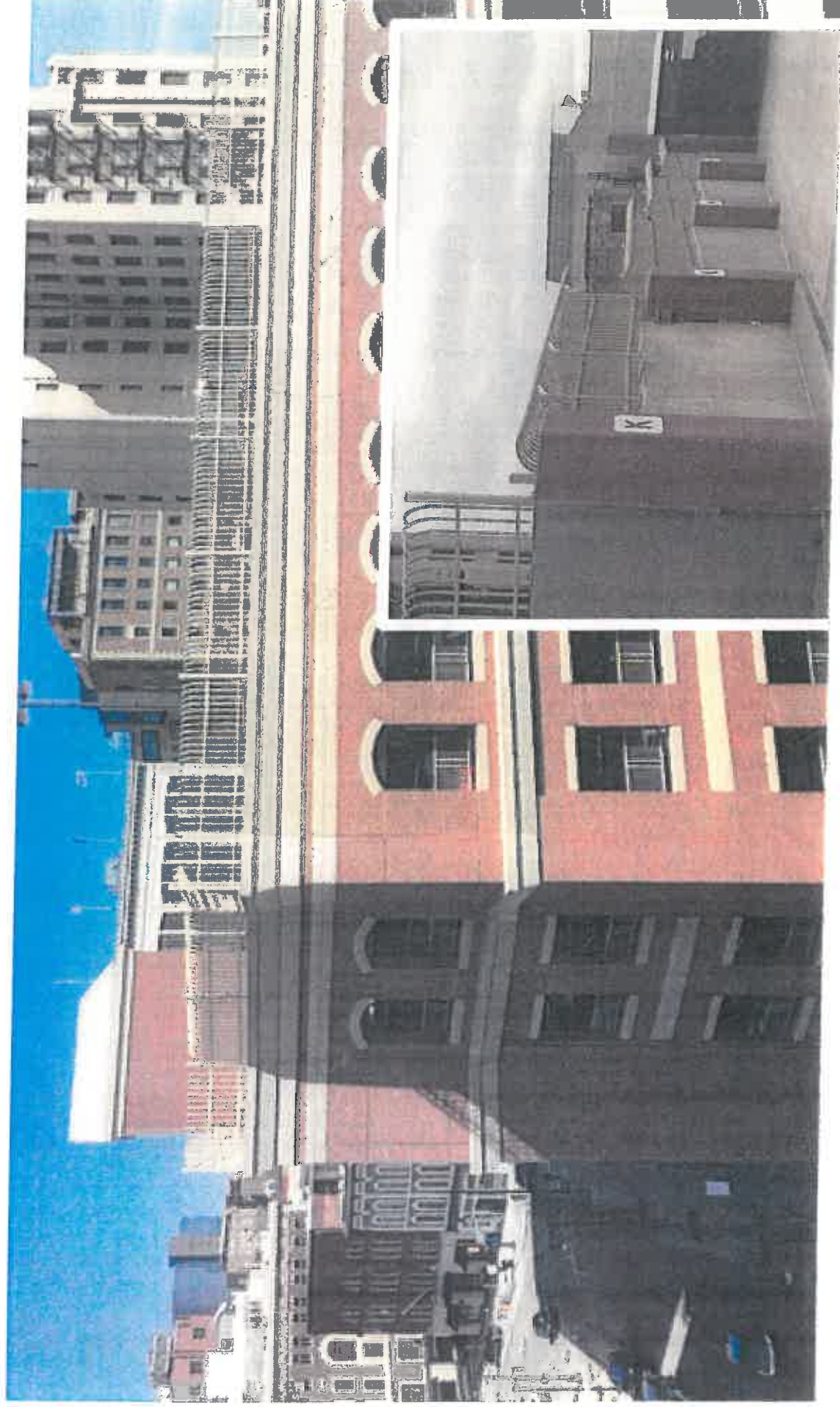


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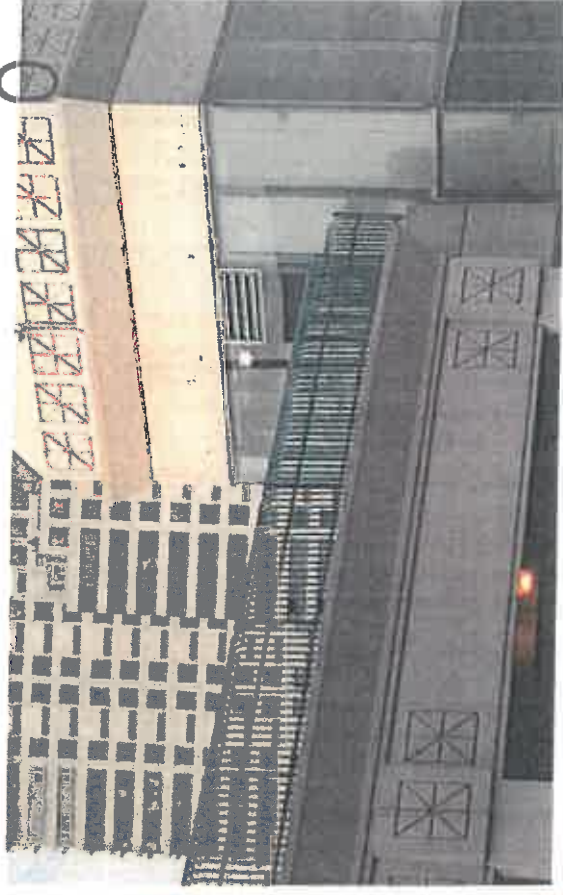
Grand Rapids Parking Facility

9



Grand Rapids Parking Facility

4' high fence cost varied by structure
from \$60 - \$80 per LF



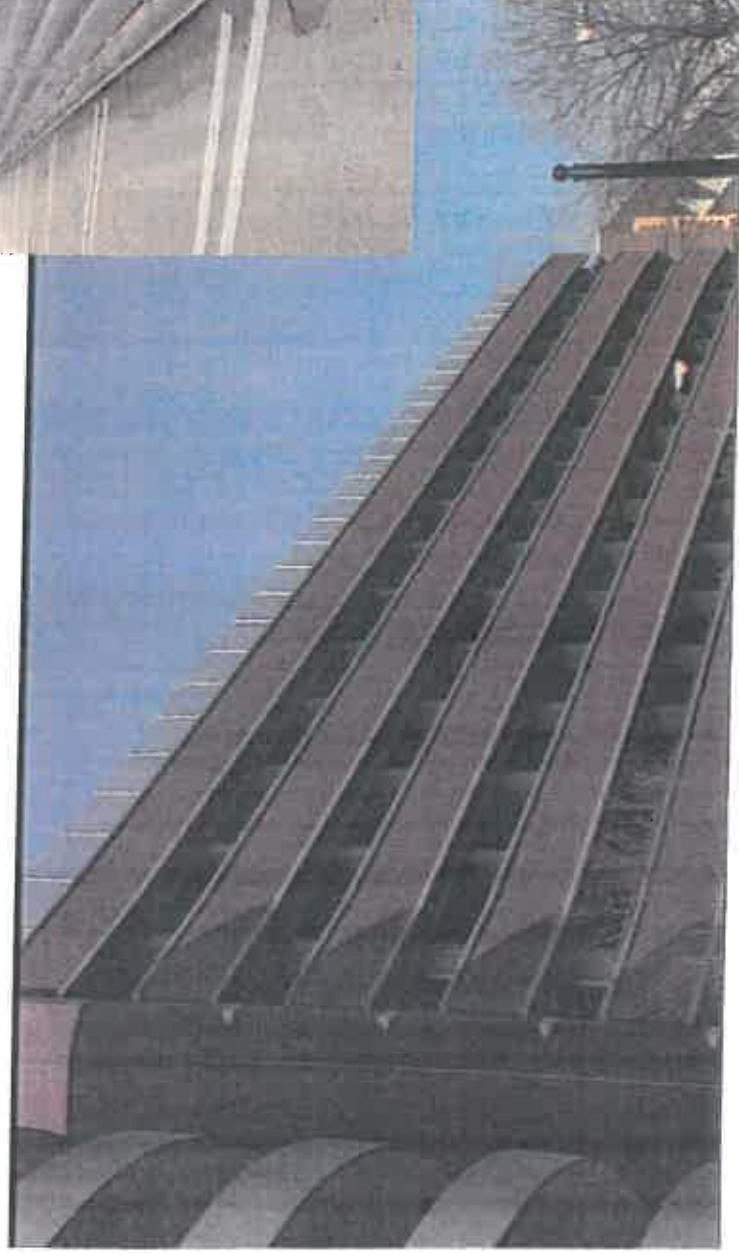
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Lancaster, PA Parking Facility

11

8' high chain link fence

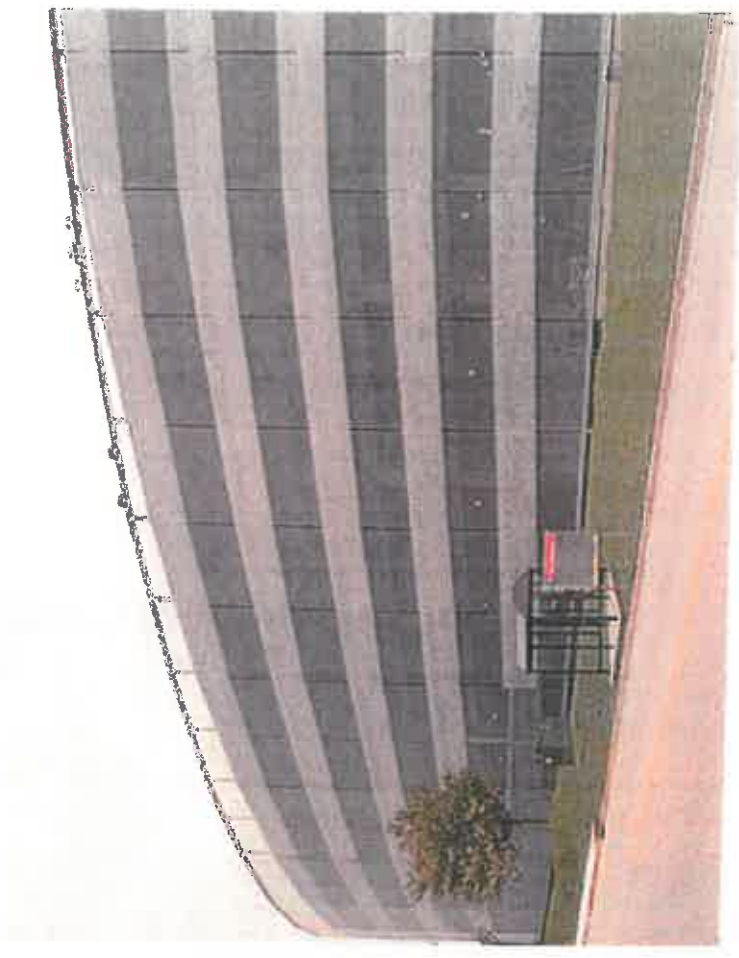
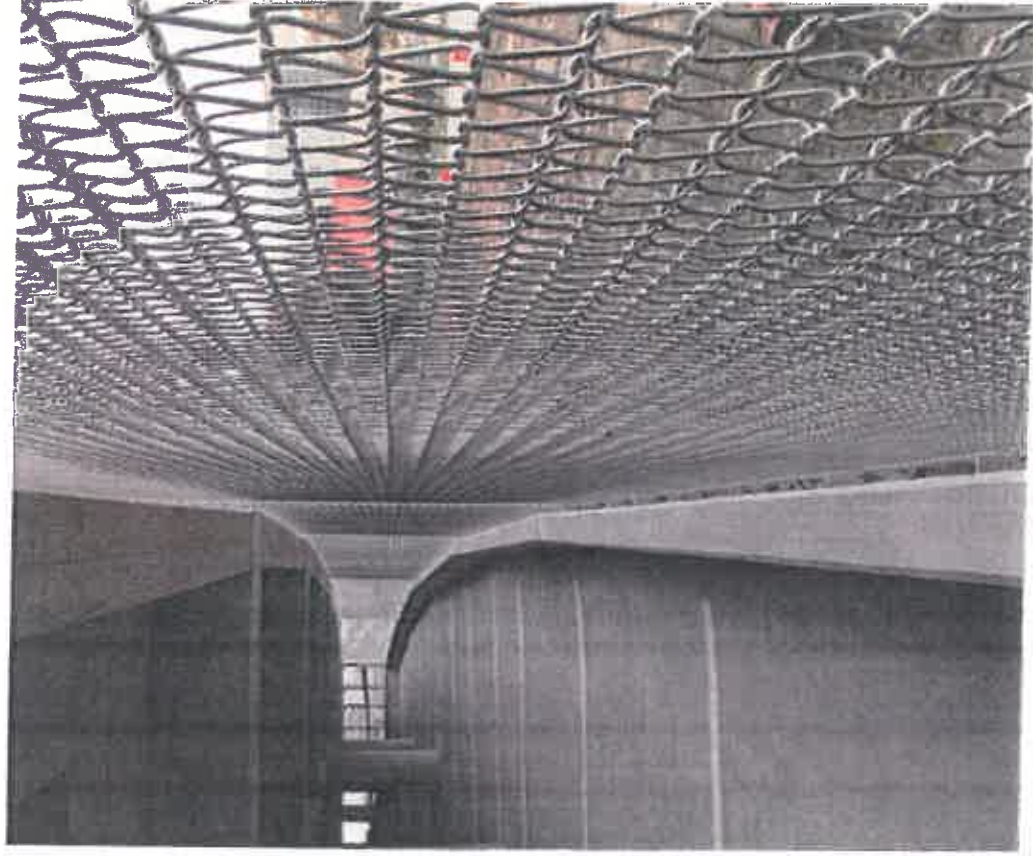


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Hospital Parking Facility in Indianapolis

12



Full height stainless steel
mesh screening

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Suicide Prevention in Parking Structures

13



Roof top screening

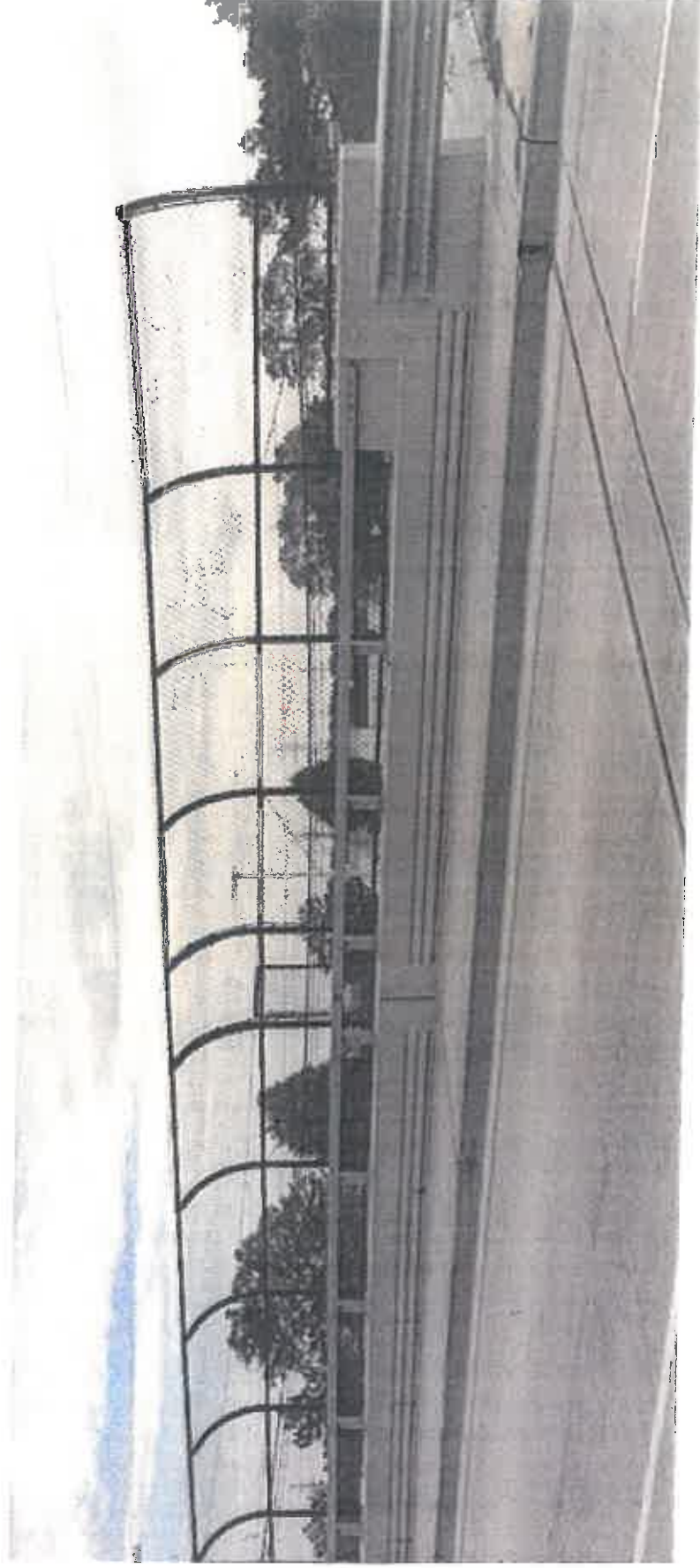


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Suicide Prevention in Parking Structures

14



Possible roof top screening with curved vinyl coated mesh fence to 8' high

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Suicide Prevention in Parking Structures

15



Possible roof top
screening with
ornamental picket
fence to 8' high



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Suicide Prevention in Parking Structures

16



**Roof top snow chute would need fence
screening to 8' high**

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Suicide Prevention in Parking Structures

17



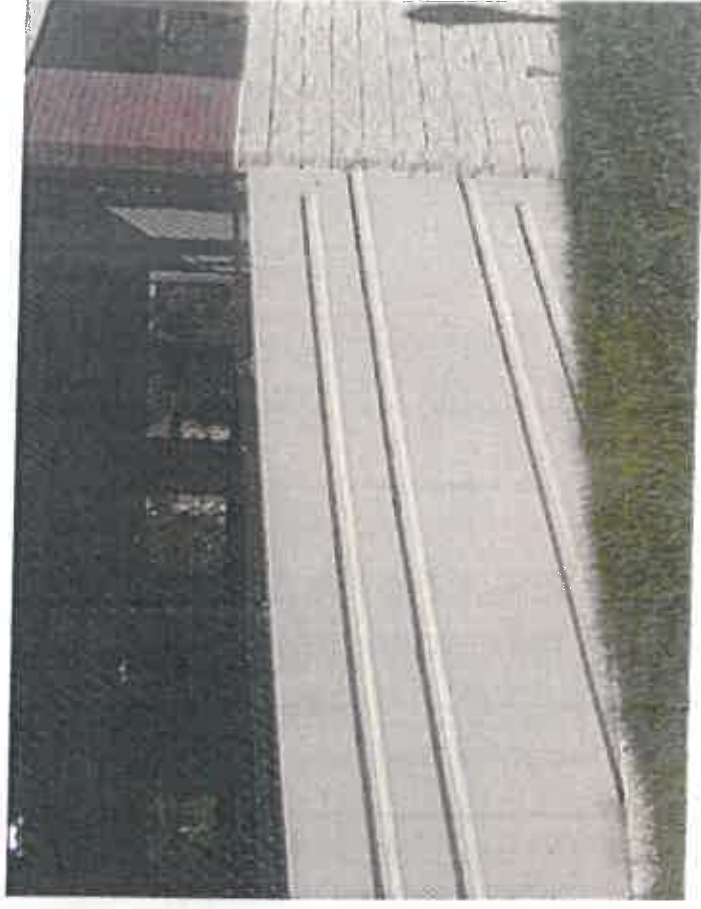
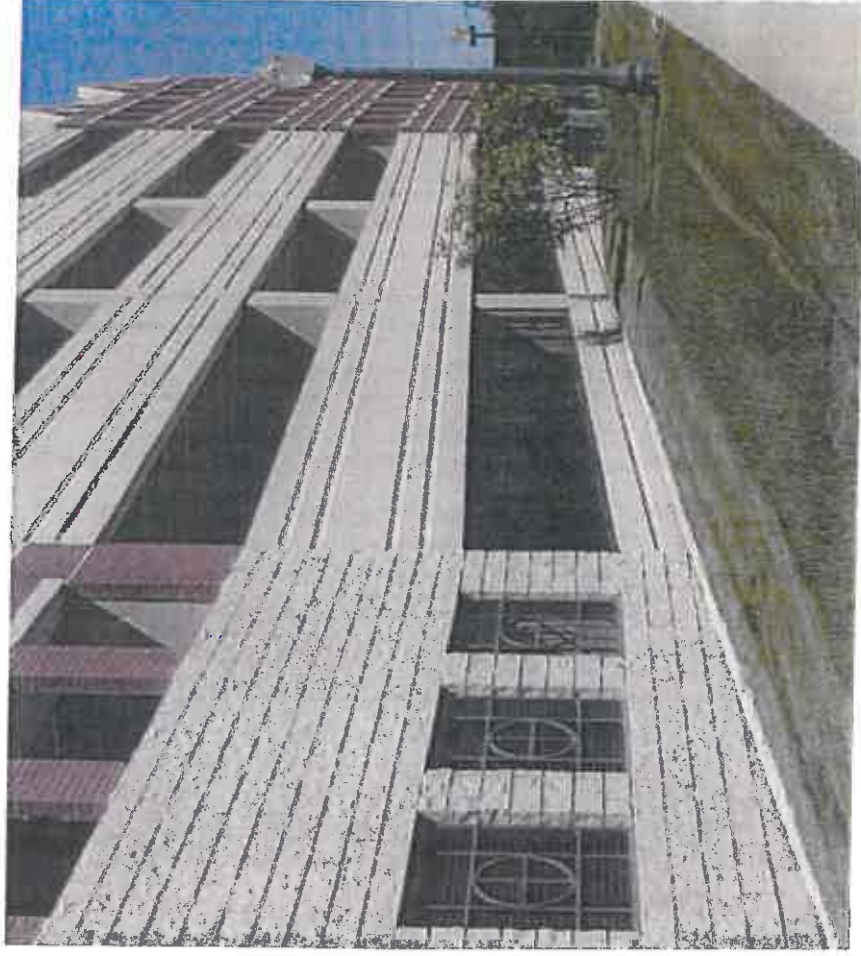
Black vinyl coated mesh fence at covered levels

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Suicide Prevention in Parking Structures

18



Black vinyl coated mesh security screen at the lower level blends in and is somewhat obscured

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University of Texas Suicide Prevention

19



Canopies over driveways, landscaping
and call for help signage



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Suicide Prevention in Parking Structures

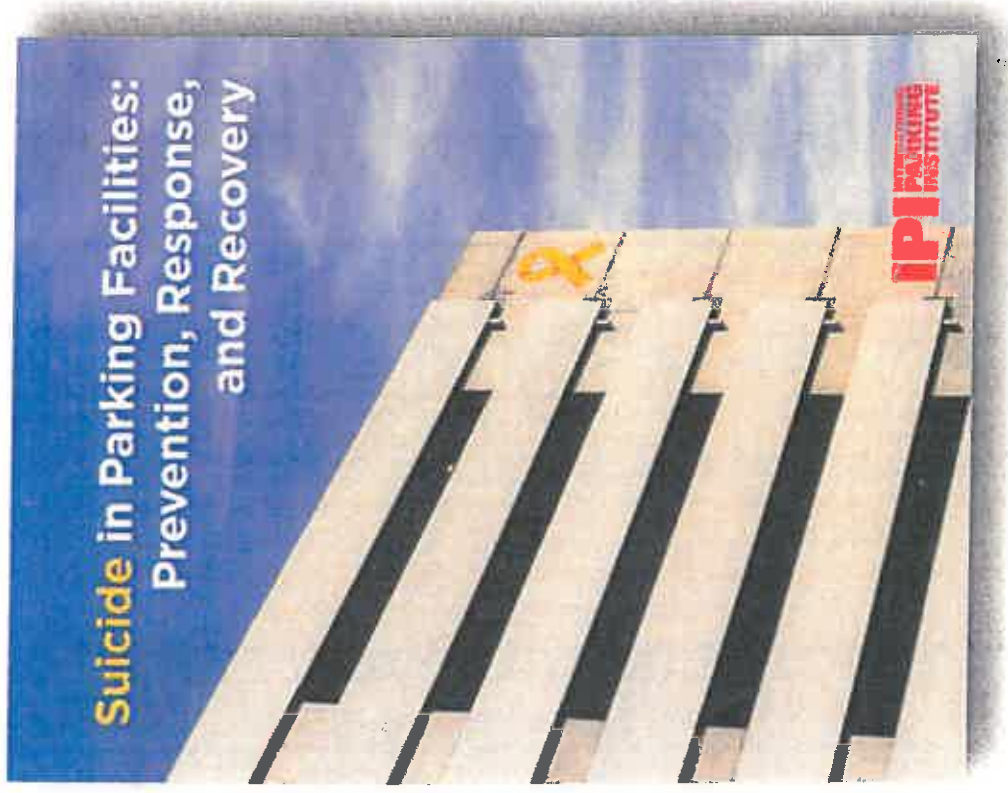
Call for HELP Signage

20



Suicide Prevention in Parking Structures

21



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Suicide Prevention in Parking Structures

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Suicide Prevention in Parking Structures

23



Ann Ashley



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Suicide Prevention in Parking Structures

24



Forest Avenue



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Suicide Prevention in Parking Structures

25



4th & Washington

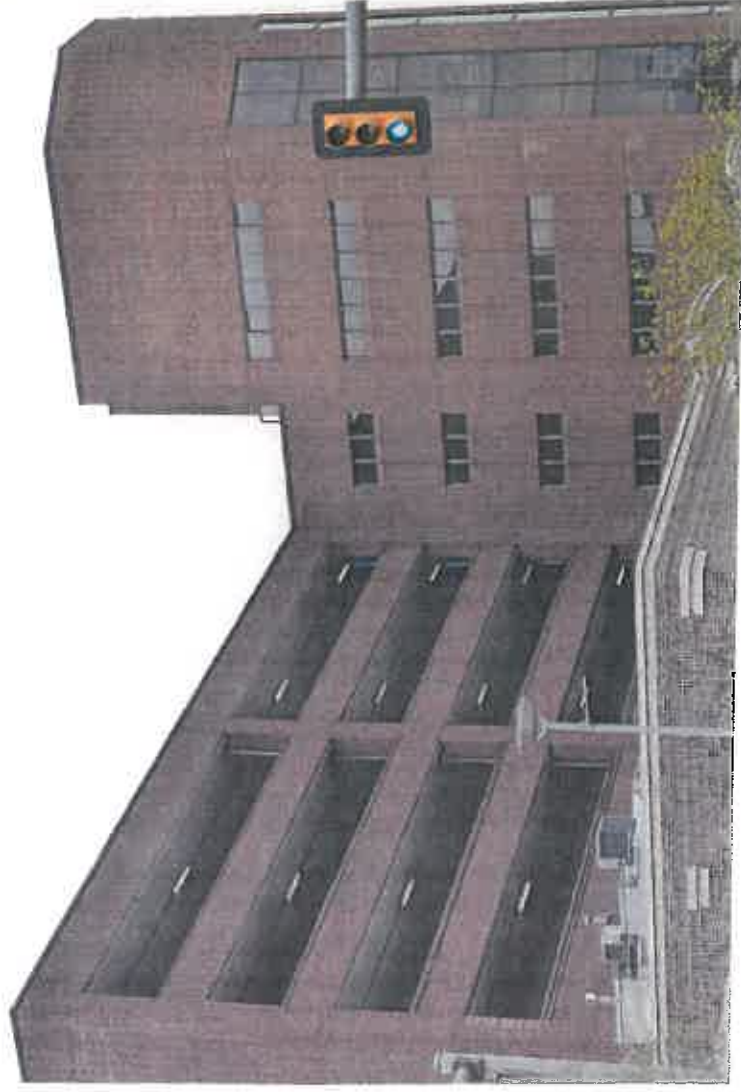


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Suicide Prevention in Parking Structures

26



Liberty Square



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Suicide Prevention in Parking Structures

27

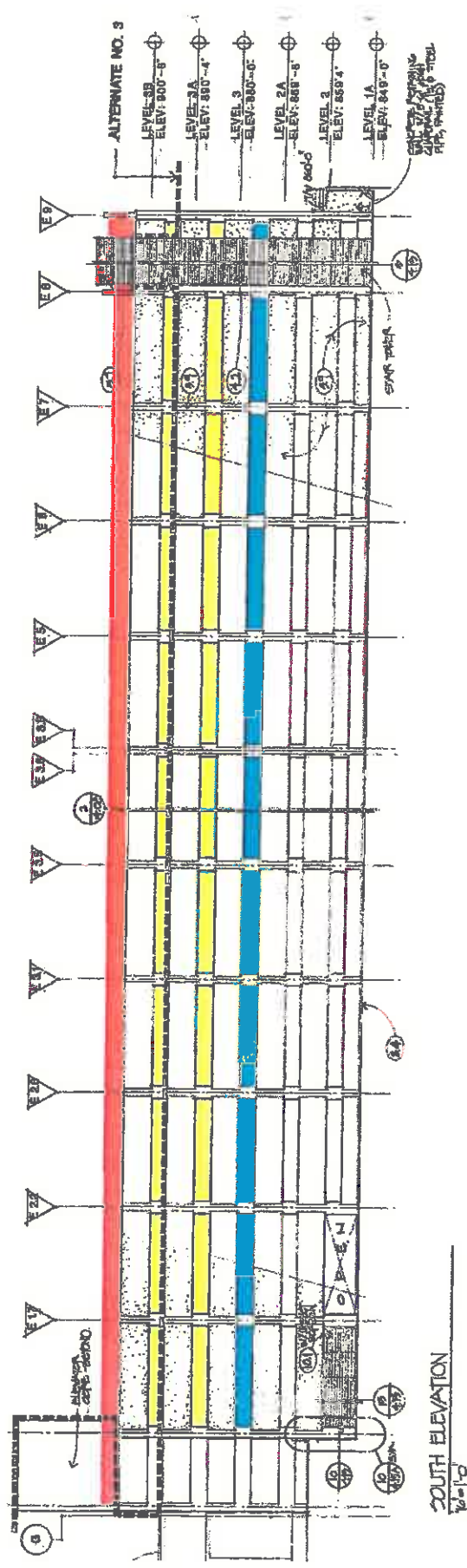


Maynard

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Suicide Prevention in Parking Structures



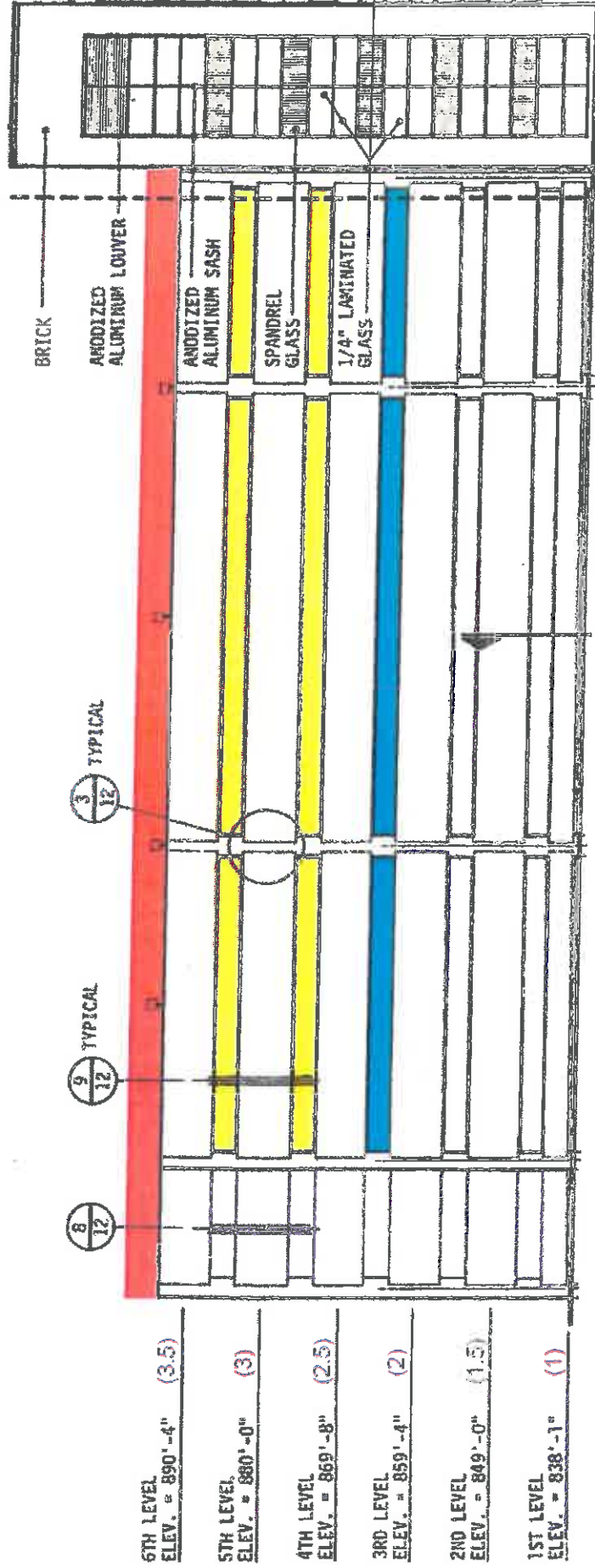
Red highlighted screening is cantilevered from the spandrels at the roof level to a height 8' above the top of floor.

Yellow highlighted screening is at openings at covered levels that are three or more stories above grade level.

Blue highlighted screening is at openings at the covered level that is two stories above grade and a lower risk of a person falling or jumping.

Suicide Prevention in Parking Structures

29



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Suicide Prevention in Parking Structures

30

Unit Cost

Base + 33% Soft Costs = \$9.31

Premium (Addl) + 33% Soft Costs = \$19.29

Fall Protection Screening Estimated Project Cost Summary (P1 - P4)				
Screening Location	P1	P2 & P3	P4	TOTAL
Cantilevered Vinyl Mesh Screening at the Roof/Top Levels	\$67,500	\$64,900	\$68,600	\$201,000
Vinyl Mesh Screening at Covered Levels ≥ Three Stories Above Grade	\$50,600	\$69,900	\$160,300	\$280,800
Vinyl Mesh Screening at Covered Levels Two Stories Above Grade	\$28,500	\$37,400	\$72,900	\$138,800
Estimated TOTAL Project Cost (All Vinyl Mesh) =	\$146,600	\$172,200	\$301,800	\$620,600
Added Cost Premium for Ornamental Fence at the Roof/Top Levels	\$139,800	\$134,500	\$142,100	\$416,400
Estimated TOTAL Project Cost (Ornamental Fence at the Roof/Top Levels and Vinyl Mesh at Covered Levels =	\$286,400	\$306,700	\$443,900	\$1,037,000
Note: Pricing provided in this table is Estimated Project Costs including 33% of Total Estimated Construction Costs for project related soft costs such as design fees and a 15% construction cost contingency.				



January 5, 2017

Mr. Joseph Morehouse, CAPP
Deputy Director
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104
E-Mail: jmorehouse@a2dda.org

RE: Ann Arbor Downtown Development Authority (DDA)
Proposal for Suicide Prevention Barriers
Carl Walker, Inc. Proposal No. N1-16-065

Dear Mr. Morehouse:

Carl Walker, Inc. (Carl Walker) appreciates the opportunity to submit this proposal for professional engineering services to implement suicide prevention barriers at the Ann & Ashley, Fourth & Washington, Fourth & William, Liberty Square, Maynard, and Forest Parking Structures in Ann Arbor, MI.

PROJECT UNDERSTANDING

The DDA has requested a proposal from **Carl Walker** to prepare bid documents to implement suicide prevention barriers at the roof levels of the Ann & Ashley, Fourth & Washington, Fourth & William, Liberty Square, Maynard, and Forest Parking Structures. Bid documents will be prepared for obtaining competitive bids from multiple Contractors. We understand that construction may start as early as May 2017 or as late as July 2017 depending on available budget. The bid documents will indicate certain time restrictions when construction must be suspended to avoid conflicting with public events such as the Ann Arbor Art Fair and University of Michigan football games (dates to be determined). We anticipate providing one bid package for all six structures.

Anticipated Cost of Repairs

Our opinion of probable construction cost for the suicide prevention screening at the roof levels is as follows:

Ann & Ashley Parking Structure	\$ 85,500
Fourth & Washington Parking Structure	\$ 42,750
Fourth & William Parking Structure	\$ 80,750
Liberty Square Parking Structure	\$ 76,000
Maynard Street Parking Structure	\$ 15,200
<u>Forest Parking Structure</u>	<u>\$ 69,300</u>
Total	\$ 369,500

Note: The above costs are preliminary. A more accurate cost estimate will be provided during the design phase of this project.

PROJECT APPROACH

Our consulting services will be provided in four phases. Listed below is a breakdown of our proposed services for each phase.

Phase 4 – Construction Documents

During this phase, we will prepare drawings and specifications to implement the repairs. Specifically, we will provide the following services:

- Review the repair work scope with the DDA.
- Perform a site visit to gather necessary information for detailing of the new barriers and to define locations for the new barriers at each structure. This visit will be coordinated and conducted in combination with the DDA and/or Republic Parking personnel.
- Provide plan drawings for each structure that identify the scope of work and locate specific details.
- Provide details for the new barriers.
- Provide a Bid Form with itemized work items for each structure.
- Review appropriate construction controls with the DDA and Republic Parking including phasing, noise control, dust and fume control, work hours, etc.
- Review the bid package with the DDA and Republic Parking before issuing to Contractors.
- We assumed that the documents would not have to be submitted for review by the planning department.

Phase 5 – Bidding

During this phase, we will assist the DDA in obtaining and reviewing bids. Specifically we will perform the following services:

- **Carl Walker** will provide (2) paper copies and electronic PDF format files of bid documents to the DDA.
- **Carl Walker** will distribute electronic PDF format files of bid documents to potential bidders. Our proposal does not include the cost of printing and distributing paper copies of bid documents to Contractors. If desired, we can make arrangements with reprographic services where Contractors can order and pay for paper copies of bid documents.
- Schedule, attend, and chair a pre-bid conference.
- Be available to respond to contractors' questions, and if necessary issue project addenda.
- Evaluate contractor bids.
- Provide our comments and recommendations for the award of the contract.

Phase 6 – Construction Administration – Office

During this phase we will coordinate project related activities. Specifically we will perform the following services:

- Review contractor submittals.
- Review contractor pay requests, and assist in documentation of construction quantities where unit pricing is used.
- Prepare change orders as necessary to document changes in the work based on field conditions.

- Prepare, distribute, and update punch list for construction contract.
- General construction administrative services.

Phase 7 – Construction Observation – Field

During this phase we will provide periodic field observation of the construction. Specifically we will perform the following services:

- Schedule, attend, and chair any meetings that are required.
- Visit the construction site once per week to monitor the progress and verify that, in general, the work complies with the intent of the documents. For each site visit a report will be prepared and submitted.
- Make final inspection with the DDA or Republic Parking and the contractor.

ANTICIPATED PROJECT SCHEDULE

Our proposal is based on the anticipated project schedule as shown below.

Task/Event	Anticipated Schedule
Design	January 30, 2017 through March 31, 2017
Bidding	April 3, 2017 through April 20, 2017
Contract	April 21, 2017 through April 28, 2017
Construction	May 1, 2017 through July 14, 2017

The anticipated construction schedule is based on limited phasing areas and workable hours. The construction schedule would be 12 weeks; with construction ending on July 14, 2017. If necessary, the schedule can be adjusted to start construction in July 2017 and end in September 2017.

CARL WALKER, INC. FEE SUMMARY

Our proposal for Consulting Services is based on an hourly fee plus reimbursable expenses basis using the rates shown in the enclosed **Carl Walker** Hourly Fee Schedule. Reimbursable expenses for all phases include travel expenses at \$75 per trip; reproduction and shipping at cost. Our estimate of Bidding Phase expenses includes providing two sets of bid documents to the DDA. The following table summarizes our proposed fees and anticipated expenses:

2017 Carl Walker, Inc. Professional Fees Ann Arbor DDA Parking Structures			
Phase	Description	Carl Walker, Inc. Fees	Estimated Expenses
4	Construction Documents	\$16,900	\$250
5	Bidding	\$3,000	\$250
6	Construction Administration - Office	\$8,500	\$0
7	Construction Administration – Field ¹	\$9,500	\$1,100
	TOTAL	\$37,900	\$1,600

¹We estimate a total of 14 site visits during construction. The proposed fee for Construction Administration – Field could be significantly reduced if the construction occurs during the same time as the 2017 parking structure restoration work.

We have enclosed the **Carl Walker, Inc.** Standard Terms and Conditions under which we propose to provide our services. Trusting our proposal as outlined above is acceptable, please sign and return the enclosed copy of this letter to serve as our Agreement and as our Authorization to Proceed. Please let us know if you have any questions. Thank you for the opportunity and we look forward to being of service to you.

Very truly yours,
CARL WALKER, INC.



Mark Sampson
Restoration Manager/Principal



Dan Elliott, P.E.
Project Manager

ACCEPTED:
Ann Arbor Downtown Development Authority

Signature

Title

Date

Cc: Mike Ortlieb, P.E., **Carl Walker, Inc.**
Russ Randall, P.E., **Carl Walker, Inc.**

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

Performance: *Carl Walker, Inc.* and its employees will strive to exercise the degree of skill and care expected by customarily accepted good engineering practices and procedures. No other warranties, expressed or implied, are made with respect to *Carl Walker's* performance, unless agreed to in writing. *Carl Walker* is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client. *Carl Walker* is not responsible for acts or omissions of the Client, nor third parties not under its direct control.

Access To Site: Unless otherwise stated, *Carl Walker* will have access to the project site for activities necessary for the performance of the services. *Carl Walker* will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fees: Fees are accrued on an hourly basis, unless other arrangements are established. No increase in rate for overtime. No charges for travel time of professional staff outside of normal workday unless time is productive. Technicians may charge up to 2 hours on weekdays for travel outside of normal workday, or up to 4 hours per day for travel on weekends. The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Hourly billing rates effective March 1, 2016 through February 28, 2017 for various personnel categories are:

Exec/Sr Vice President	\$217.00 - \$259.00 /Hr	Parking/Studies Specialist	\$127.00 - \$127.00 /Hr
Vice Pres; Mg Principal	\$183.00 - \$217.00 /Hr	Proj Eng/Arch; Design Eng	\$98.00 - \$118.00 /Hr
Principal	\$167.00 - \$183.00 /Hr	Chf/Sr Design Technician	\$115.00 - \$146.00 /Hr
Senior Project Manager	\$140.00 - \$177.00 /Hr	Design/Parking Technician	\$70.00 - \$84.00 /Hr
Proj Manager; Sr Engineer	\$122.00 - \$139.00 /Hr	Restoration Specialist	\$89.00 - \$89.00 /Hr
Sr Architect; Sr Planner	\$126.00 - \$126.00 /Hr	Restoration Technician	\$84.00 - \$84.00 /Hr
Sr Parking/RST Specialist	\$141.00 - \$186.00 /Hr	Clerical	\$47.00 - \$77.00 /Hr

Expenses: Subsistence and out-of-pocket expense incurred for travel, lodging, and meals; reproduction and shipping, etc.

Cost + 15%

Company or personal auto and/or van – .62/mi

Telephone expenses shall be billed at ½% of labor fees

Equipment Usage: Approximately equal to 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.

Outside Consulting, Testing, or Subcontracted Services: Cost plus 10% if Consultant has at least \$500,000 Professional/General Liability Insurance, otherwise 20%. Consultants' transportation, subsistence, and out-of-pocket expenses plus 15%.

Billings/Payments: Invoices for *Carl Walker's* services shall be submitted, at *Carl Walker's* option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable by the last day of the month following the month when the invoice was mailed. If the invoice is not paid when due, *Carl Walker* may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid by the last day of the month following the month when the invoice was mailed will be subject to a monthly service charge of 1% on the then unpaid balance (12% true annual rate). In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Storage: Material samples not consumed in our work may be discarded 30 days after submission of the test report unless the Client requests other disposition. Charges may be made, after notification, for extended storage of materials, records, or equipment.

Safety: Field work will be performed only under safe conditions. Charges may be made for safety or security measures required by hazardous job conditions.

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

Insurance: The primary coverages provided by **Carl Walker** are \$1,000,000 for general liability, \$500,000 for automobile liability, \$500,000 for workers' compensation, and \$1,000,000 for professional liability. Umbrella coverage of \$1,000,000 applies to general and automobile liability only. Coverage is subject to annual renewal.

Indemnification: The Client shall indemnify and hold harmless **Carl Walker** and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except **Carl Walker**), or anyone for whose acts any of them may be liable.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor **Carl Walker**, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and **Carl Walker** shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Hazardous Materials: **Carl Walker** shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, **Carl Walker's** total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed **Carl Walker's** fee or \$50,000, whichever is greater. Such causes include, but are not limited to, **Carl Walker's** negligence, errors, omissions, strict liability, or breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by the Client or **Carl Walker** should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay **Carl Walker** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Instruments of Service: All reports, drawings, specifications, CADD files, field data, notes and other documents and instruments prepared by **Carl Walker** as instruments of service shall remain the property of **Carl Walker**. The Client understands that changes or modifications to the documents made by anyone other than **Carl Walker** may result in adverse consequences which **Carl Walker** can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify **Carl Walker** from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney fees arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by the Client or others of the documents provided by **Carl Walker** under the agreement.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the state in which the **Carl Walker** office is located.

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and **Carl Walker** agree that all disputes between them arising out of or relating to this agreement or the breach thereof will be submitted to non-binding mediation in accordance with Mediation Rules agreed upon by the parties. In the event that the claim or dispute is not successfully resolved by mediation, it shall be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association. The request for arbitration may be filed by either party no sooner than 60 days from the date of the claim and the Arbitrator(s) must be agreed upon by both parties.

Construction Administration: **Carl Walker's** responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

Completion of the Work. **Carl Walker** shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

Construction Observation: **Carl Walker**, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, **Carl Walker** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

General Contractor's Responsibilities for Construction and Jobsite Safety: Neither the professional activities of **Carl Walker**, nor the presence of **Carl Walker** or its employees and sub-consultants at a construction/project site, shall impose any duty on **Carl Walker**, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. **Carl Walker** and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, **Carl Walker** and **Carl Walker's** sub-consultants. The Client also agrees that the Client, **Carl Walker** and the **Carl Walker's** sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Deviations from Contract Documents: **Carl Walker** shall report to the Client known deviations from the Contract Documents by the Contractor. However, **Carl Walker** shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract documents. **Carl Walker** shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

Certificates for Payment: **Carl Walker** shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. Such certification for payment shall constitute a representation to the Client, based on **Carl Walker's** evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of **Carl Walker's** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by **Carl Walker**. The issuance of a Certificate of Payment shall not be a representation that **Carl Walker** has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Rejection of Work: **Carl Walker** shall have authority to reject Work that does not conform to the Contract Documents. Whenever **Carl Walker** considers it necessary or advisable, **Carl Walker** shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of **Carl Walker** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of **Carl Walker** to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Submittals: **Carl Walker** shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. **Carl Walker's** action shall be taken with such reasonable promptness as to cause no delay in the Work or in the

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

activities of the Client, Contractor or separate contractors, while allowing sufficient time in **Carl Walker's** professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. **Carl Walker's** review shall not constitute approval of safety precautions or, unless otherwise specifically stated by **Carl Walker**, of any construction means, methods, techniques, sequences or procedures. **Carl Walker's** approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Contractor's Design Professionals: If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, **Carl Walker** shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to **Carl Walker**. **Carl Walker** shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to **Carl Walker**. **Carl Walker** shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

Change Orders: **Carl Walker** shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by **Carl Walker** for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

Submittals and Final Completion: **Carl Walker** shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Interpretations and Decisions: Interpretations and decisions of **Carl Walker** shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, **Carl Walker** shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

Joseph Morehouse

From: Derek Poublon <DerekP@futurefabricating.com>
Sent: Monday, June 19, 2017 1:04 PM
To: Joseph Morehouse; rrandall@carlwalker.com
Subject: Proposal for Ann Arbor DDA Parking Structures Roof Level Fencing
Attachments: Proposal for Ann Arbor DDA Parking Structures Roof Level Fencing (Future Fence Company).pdf

Importance: High

Joseph/Russ,

I have attached our complete bid form and our bid bond. Please let me know if you have any questions or concerns.

Thanks,

Derek Poublon
Fabrication Estimator

Future Fabricating

Direct: 586-825-9111

www.FutureFabricating.com

ISO:9001:2008 Certified Manufacturer

AISC (SBR) Certified Fabricator



23450 Regency Park Drive
Warren, MI 48089

TEL: (586) 755.7080

FAX: (586) 755.7456

Please consider the environment before printing this email

PROPOSAL

City of Ann Arbor DDA
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the DDA, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the DDA and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Proposal shall become due and payable to the DDA.

If the Bidder enters into the Contract in accordance with this Proposal, or if this Proposal is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the DDA to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the DDA believes to be in its best interest.

SIGNED THIS 19th DAY OF June, 2017.

Future Fence Company
Bidder's Name

23450 Regency Park Dr. Warren, ME. 48089
Official Address


Authorized Signature of Bidder

586-755-0900
Telephone Number

Derek Poulton
(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of

Michigan, for whom Derek Poulton, bearing the office title of
Estimator/PM, whose signature is affixed to this proposal,

is authorized to execute contracts.

~~* A partnership, list all members and the street and mailing address of each:~~

~~Also identify the County and State where partnership papers are filed:~~

~~County of _____ State of _____~~

~~* An individual, whose signature with address, is affixed to this proposal:~~
(initial here)

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BID FORM

Section 1 - Schedule of Prices

The Ann Arbor DDA reserves the right to accept any or all parking structure bid prices in order or combination and to determine the low bidder for each classification of Work on the basis of the sum of the base bid and accepted Alternates for the selected Work.

<u>Description</u>	<u>Ref. Spec. Section or Detail</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Bid Price</u>
<u>Ann Ashley Parking Structure</u>					
1.1 Fencing		L.S.	1	\$ <u>286,798.43</u>	\$ <u>286,798.43</u>
1.2 Column Fencing		L.S.	1	\$ <u>34,527.23</u>	\$ <u>34,527.23</u>
Total Ann Ashley					\$ <u>321,325.66</u>
<u>Forest Avenue Parking Structure</u>					
1.3 Fencing		L.S.	1	\$ <u>240,453.43</u>	\$ <u>240,453.43</u>
1.4 Column Fencing		L.S.	1	\$ <u>27,925.73</u>	\$ <u>27,925.73</u>
Total Forest Avenue					\$ <u>268,379.16</u>
<u>Fourth & Washington Parking Structure</u>					
1.5 Fencing		L.S.	1	\$ <u>147,411.87</u>	\$ <u>147,411.87</u>
1.6 Column Fencing		L.S.	1	\$ <u>8,171.47</u>	\$ <u>8,171.47</u>
Total Fourth & Washington					\$ <u>155,583.34</u>
<u>Fourth & William Parking Structure</u>					
1.7 Fencing		L.S.	1	\$ <u>262,880.38</u>	\$ <u>262,880.38</u>
Total Fourth & William					\$ <u>262,880.38</u>

Ann Arbor DDA
Ann Ashley Parking Structure Signage Update

<u>Description</u>	<u>Ref. Spec. Section or Detail</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Bid Price</u>
<u>Liberty Square Parking Structure</u>					
1.8 Fencing		L.S.	1	\$ <u>261,683.13</u>	\$ <u>261,683.13</u>
1.9 Column Fencing		L.S.	1	\$ <u>37,876.68</u>	\$ <u>37,876.68</u>
Total Liberty Square					\$ <u>299,559.81</u>
<u>Maynard Street Parking Structure</u>					
1.10 Fencing		L.S.	1	\$ <u>78,718.26</u>	\$ <u>78,718.26</u>
Total Maynard Street					\$ <u>78,718.26</u>
Total Base Bid					\$ <u>1,386,446.61</u>

1. Description of Abbreviations:
 - a. L.F. = Lineal Feet
 - b. S.F. = Square Feet
 - c. L.S. = Lump Sum
 - d. E.A. = Each
 - e. N.A. = Not Applicable
2. Total contract price shall include the summation of lump sum items, plus the summation of unit prices multiplied by the estimated quantities listed above.
3. Contractor shall submit a lump sum Contract price for all work included in the Drawings and Specifications except as modified herein. Costs for sealants and deck coating indicated in details should not be included in lump sum cost, unless noted. Lump sum price shall include all costs to provide, install, and/or repair work items including, but not limited to, labor, material, equipment, supervision, overhead, profits, etc. Specific lump sum work is described below:
 - a. Project mobilization shall include General Contractor and Subcontractor mobilization costs. Include permits, temporary offices, etc. Provide itemized breakdown.
 - b. Project General Requirements and all miscellaneous costs associated with completion of work in accordance with the Construction Documents. This shall include, but not be limited to, shoring, barricades, cleanup, dust and fume control, layout, equipment, waste disposal, documentation, obstruction removal and replacement, etc.
4. Provide unit prices for items listed above. These items shall be included in the total contract price. Unit prices shall include all costs to provide, install, and/or repair work item including, but not limited to, labor, materials, equipment, supervision, overhead, profits, etc.
 - a. Quantities beyond those estimated shall be paid at the stated unit price, quantities less than estimated will be deducted from the Contract. Quantities may be distributed throughout the project, not necessarily in a single location.
 - b. All prices to include demolition, unless noted.
5. The quantities appearing in the preceding Schedule are approximate. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in accordance with the contract unit prices. Any item and/or section within the Work may be deleted by the Owner.
 - a. Refer to Drawings and Specifications for other Work required as part of this Contract but not listed in the above schedule.
6. The terms used in this Contract which are defined in the General Conditions of the Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
 - a. The quantities appearing in the preceding Schedule have been measured or estimated by the Supervising Professional. Contractor may rely upon these quantities in preparation of their pricing.
 - b. Note that the items provided in the above list do not represent all of the General Requirement Work required by this Contractor.

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the DDA, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Description</u>	<u>Ref. Spec. Section or Detail</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Alternate Price</u>
Voluntary Alternate A.1 Add / <u>Deduct</u> : <u>\$50,000.00</u>					
Description: <u>Deduct offered to extend the Completion</u>					
<u>Date to 2-28-2018</u>					
	01 2300	L.S.	1	<u>\$4,336,446.61</u>	<u>\$1,336,446.61</u>

Voluntary Alternate A.2	Add / Deduct:				
Description: _____					

	01 2300	L.S.	1	\$ _____	\$ _____

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article II of the Contract, Duration, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.



Signature of Authorized Representative of Bidder

BID FORM

Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
N/A		

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.



Signature of Authorized Representative of Bidder

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA DOCUMENT A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Future Fence Company
23450 Regency Park Drive
Warren, MI 48089

as Principal, hereinafter called the Principal, and

Merchants Bonding Company
P.O. Box 14498
Des Moines, IA 50306-3498

A Corporation duly organized under the laws of the State of IA as Surety, Hereinafter called the Surety, are held and firmly bound unto

Ann Arbor Downtown Development Authority
150 S 5th St Ste 301, Ann Arbor, MI

as Oblige, hereinafter called the Oblige, in the sum of

5% of the accompanying bid Dollars (\$—5%—),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

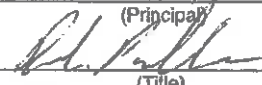
WHEREAS, the Principal has submitted a bid for

Ann Arbor DDA Parking Structures Roof Level Fencing

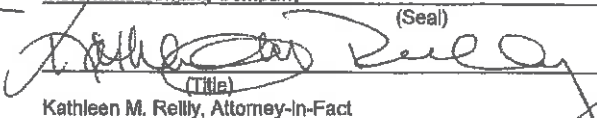
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of June, 2017


(Witness)

Future Fence Company
(Principal) (Seal)

(Title)
Estimator


(Witness)

Merchants Bonding Company
(Seal)

(Title)
Kathleen M. Reilly, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barry L Hunt; Cory French; John G Growney; Kathleen M Reilly; Maria J Kowalski; Renee Murany

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017



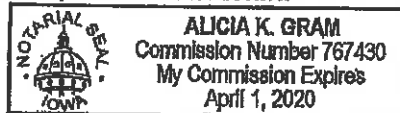
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19 day of June 2017



William Warner Jr.

Secretary

**ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
OPERATIONS COMMITTEE MEETING MINUTES
Wednesday, May 31, 2017**

Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104
Time: 11:00 a.m.
Present: Bob Guenzel, Joan Lowenstein, Darren McKinnon, John Mouat, Keith Orr, John Splitt, Phil Weiss
Absent: Howard Lazarus, Sava Lelcay-Farah, Marie Klopff, Al McWilliams, Rishi Narayan
Staff: Susan Pollay, Joe Morehouse, Amber Miller, Jada Hahlbrock, Patricia Wheeler, Lauren Grove
Others: Gretchen Johnson/Nelson Nygaard, Katherine Batey/RPS, Kevin Winston/RPS, Ed Wheeler/RPS, Kelly Schwartz/getDowntown
Public: Ray Detter/CAC, Karen Farmer/KDA, Jim Moguson

Circulator Update. Ms. Johnson presented an update of the Circulator Feasibility Study. She said a long list of potential community circulators to benchmark against had been amassed and would be reduced to six. The team has also reviewed a number of documents, and have begun amassing maps showing such things as density of residents and employees. A memo to the DDA with updates will be delivered in June.

Get Downtown. Ms. Schwartz said go!pass sales are strong, and outreach to new businesses has been going well. All bike houses and locker rentals have been renewed. The Commuter Challenge ends today, and participation has been strong.

Parking. The April Parking & Transportation report was reviewed. The progress of the condominium association at 1st & Washington is still stalled. Mr. Morehouse said spring wash-downs are still underway, the city has replaced nearly all of the taxi stand signs, and RPS is underway with plantings at the parking facilities.

General Operations. Mr. Winston and Mr. Wheeler presented a report on RPS's improved process to ensure the emergency phones in the facilities are operational. They also provided extensive parking system data. Questions were asked and answered. Ms. Pollay thanked RPS for assembling this information, as it helps illustrate the scale of the DDA's parking system and what it takes to manage it.

E-Park. Mr. Morehouse said installations have been completed. He also stated the new epark smartphone app will launch June 1; the reception from early adaptors have been very positive.

Waitlist Summary. Ms. Hahlbrock gave a presentation about monthly parking permits, and the permit wait list. This included a history of the parking system, DDA principles for parking, and overview of off-street vs. monthly parking details, and an overview of the waitlist function. She stated that the wait list is not an accurate way to determine demand for parking. Current permit issues include: infrequent turnover, larger requests, larger accounts, pricing, and zoning.

She presented permit policy questions for discussion in June, and asked the committee members to think through their priorities. Committee members asked for information to be provided at the upcoming retreat, including information about the UM parking system practices and pricing so the board could compare this with the DDA system.

Air Ride Parking Report. 2016 Air Ride numbers were presented. It was noted that the great majority of patrons do not utilize parking when using Air Ride.

2017 Parking Facility Repairs. Mr. Morehouse reported RAM Construction came in with the lowest bid for 2017 parking structure repairs. A resolution to establish a project budget and select RAM as the contractor was supported by the Committee and will be brought to the June Board meeting.

Suicide Deterrence Efforts. Mr. Morehouse presented CWI designs for fencing on the roof level of the parking structures in an effort to deter people contemplating suicide. Questions were asked and answered. The Committee supported a resolution being brought to the June Board.

4th & William. All that remains is punch list items.

Energy Evaluations. Ms. Pollay said the DDA's Energy Engineer Dave Konkle had been asked to create a report on roof top solar panel installations, and how much electricity could be offset in the garages if they were installed.

Meter Removal Policy. Ms. Miller presented recommended policy updates. Discussion was had. There was support for these recommendations. Ms Miller asked that if there was any additional feedback to contact her.

Public Comment. Mr. Moguson stated the circulator update should include financial aspects of the study. He also stated his belief that people that choose to live downtown also have interest in owning a vehicle.

Next Committee Meeting: The next meeting will take place on June 28 at 11:00 am.

The meeting adjourned at 1:05pm.
Susan Pollay, Executive Director

**ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY
OPERATIONS COMMITTEE MEETING MINUTES
Wednesday, June 28, 2017**

Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104
Time: 11:00 a.m.
Present: Bob Guenzel, Joan Lowenstein, Keith Orr, John Splitt, Phil Weiss
Absent: Howard Lazarus, Sava Lelcaj-Farah, Marie Klopff, Darren McKinnon, Al McWilliams, John Mouat, Rishi Narayan
Staff: Susan Pollay, Joe Morehouse, Amber Miller, Jada Hahlbrock, Patricia Wheeler, Lauren Grove
Others: Judy Comstock/RPS, Bill Lareau/RPS, Kevin Winston/RPS, Chris Simmons/getDowntown
Public: Dan Kohler, Mary Morgan, Maura Thomson

Circulator Update. Mr. Morehouse said there is no update because analysis work is still ongoing.

Get Downtown. Mr. Simmons said Commuter Challenge trophy was presented to Mr. Lazarus on his win over Mr. Gill. He also said the RFP for the Get Downtown website is out and due tomorrow. He let us know a Get Downtown survey is being worked on and will be live in October.

E-Park. Ms. Hahlbrock stated usage and downloads for the new epark smartphone app are very strong; 8500 transactions and 1000 downloads.

General Operations. Mr. Winston and Ms. Comstock presented reports on monthly improvements of meter posts and space markers and a preliminary study of monthly permit holders for the off-street parking system. The study included unique uses of permits as well as the number of added and dropped permits per facility per month.

Parking. The May Parking & Transportation report was reviewed. The progress of the condominium association at 1st & Washington is still stalled. Mr. Morehouse said RPS has hired a new controller and a new IT manager. He also stated all parking lot resurfacing has been completed.

DDA Board Retreat Debrief. DDA staff and board members recapped the DDA board retreat focusing on parking. Discussion was had. Staff will present bonding and timing estimates for a potential addition to the Ann Ashley structure at the July board meeting. Staff will flesh out options for increasing monthly parking permit rates and will bring back to committee. Staff will also look deeper into 3-tiered rates for on-street parking and will bring details back to committee. Staff will also bring the status of these considerations to the July board meeting to update the board.

Suicide Deterrence Efforts. Mr. Morehouse stated bids for fencing came in over \$1 million more than estimated, and additional contractors have been contacted to see if a lower bid is possible. An update will be given at the next Operations committee meeting.

Solar Panel Study. Ms. Pollay stated the study will be presented at the next committee meeting.

4th & William. Nearly completed.

Cancel July Operations Committee Meeting. The committee supported staff recommendation to cancel the July finance meeting in light of the lack of an August board meeting.

Public Comment. Ms. Thomson cautioned the DDA to not roll out too many changes to the parking system at one time, and encouraged the DDA to look at the changes through the lens of the small business owner.

Next Committee Meeting: The next meeting will take place on August 30 at 11:00 am.

The meeting adjourned at 12:45pm.

Susan Pollay, Executive Director

Ann Arbor Downtown Development Authority Meeting Minutes

Wednesday, June 7, 2017

Place: DDA Office, 150 S. Fifth Avenue, Suite 301, Ann Arbor, 48104

Time: Mr. Narayan called the meeting to order at 12:00 p.m.

1. ROLL CALL

Present: Bob Guenzel, Howard Lazarus, Sava Lelcay-Farah, Joan Lowenstein, Darren McKinnon, Rishi Narayan, Keith Orr, John Splitt, Phil Weiss

Absent: Marie Klopf, Al McWilliams, John Mouat

Staff: Susan Pollay, Executive Director
Joseph Morehouse, Deputy Director
Amber Miller, Capital & Private Projects Manager
Jada Hahlbrock, Manager of Parking Services
Patti Wheeler, Management Assistant
Liz Rolla, DDA Project Manager
Lauren Groves, DDA Intern

Audience: Ray Detter, Downtown Citizens Advisory Council
Dave Orfield, RPS
Chris Simmons, Get Downtown
Maura Thomson, MSAA
Josie Parker, AADL
Bob Doyle, SGJJR
Erik Majcher
Jeff Haynor

2. AUDIENCE PARTICIPATION

Mr. Majcher said that his development team is redeveloping 321 N. Main St and asked the DDA to undertake improvements in the alley paralleling N. Main Street between Miller and Kingsley.

Ms. Thomson thanked the DDA for its thoughtful conversations about parking at its retreat and committee meetings. She summarized the DDA's work as maximizing parking as an asset with the goal of downtown vitality and quality of life. And that the DDA strives to maximize the effective use of the parking system using pricing and other tools. As another possible tool, she suggested the DDA offer 1-2 hours free parking in the structures if on-street parking rates were increased.

Mr. Haynor expressed concern about increasing parking rates, lack of motorcycle parking, and loading zones being used for taxi stands after 6pm saying that there are very few taxis. He said that many commercial businesses like his needed access to loading zones 24/7. Ms. Pollay was asked to respond about the taxi stands, and she reported that changes had been made, either

releasing many zone spaces back to public use after 6pm or changing the signage to “passenger pickup/drop off” after 6pm.

3. REPORTS FROM CITY BOARDS AND COMMISSIONS

Downtown Area Citizens Advisory Council. Mr. Detter said the CAC.....

4. DDA MEMBERS COMMUNICATIONS

Mr. Narayan said that Mr. McWilliams had decided not to renew his board seat. He thanked Mr. McWilliams for his service on the DDA.

5. EXECUTIVE DIRECTOR COMMUNICATIONS

Ms. Pollay thanked Ms. Thomson for her description of the DDA’s efforts regarding maximizing the benefit parking could bring to the goal of downtown vitality and quality of life. She also thanked Ms. Thomson for making time to attend numerous DDA meetings to present MSAA member concerns and to keep her members informed. She also thanked the DDA members for making time to participate in the June retreat. She said that as requested, staff had located information about a possible expansion to Ann Ashley, noting the various costs for a bond issue and the estimated time to construct.

6. APPROVAL OF MINUTES

Mr. Guenzel moved and Mr. McKinnon supported approval of the June 2017 DDA meeting minutes.

A vote on the minutes showed:

AYES: Guenzel, Lazarus, Lelcay-Farah, Lowenstein, McKinnon, Narayan, Orr, Splitt,
Weiss

NAYS: none

ABSENT: Klopf, McWilliams, Mouat

The motion was approved.

7. A. SUBCOMMITTEE REPORTS – CAPITAL IMPROVEMENTS COMMITTEE

Ms. Miller and Mr. Doyle presented the final Fifth/Detroit project schematic design. Questions were asked and answered.

Mr. Weiss moved and Mr. Orr supported the following resolution.

RESOLUTION TO APPROVE A SCHEMATIC DESIGN FOR THE 5th AND DETROIT STREETSCAPE PROJECT

Whereas, The DDA’s Development Plan highlights identity, infrastructure, and transportation as overarching strategy areas, which include improving safety and economic vitality through pedestrian improvements;

Whereas, In October 2015 the DDA selected SmithGroup JJR and subconsultants FTC&H and Nelson Nygaard as the streetscape design and engineering team for the North Fifth and Detroit Streetscape project and in January 2016 approved a resolution to begin a collaborative design process with the City of Ann Arbor Project Management Unit;

Whereas, Over the course of 18 months the project team has shaped a schematic design through extensive technical analysis and public outreach, including:

- A pilot study to test alternatives with the community
- Two Pop-up workshops to gather feedback from users of the corridor
- Numerous committee, focus group, and one-on-one conversations with stakeholders:
 - Kerrytown District Association
 - Community High School students, staff, and PTO
 - Ann Arbor Public Schools Traffic Safety Committee
 - Old 4th Ward Historic Neighborhood Association
 - Downtown Area Citizens Advisory Council and other nearby residents
 - Individual property and business owners along the corridor
 - Farmer's Market Staff & vendors
 - Historic District Commission
 - Downtown Street Design Team, including staff representing City Forestry, Stormwater, Project Management, Systems Planning, Planning, Field Operations, Traffic, and AAATA
- Two public Open House meetings

Whereas, The DDA Capital Improvements Committee reviewed the proposed final schematic design and recommends approval;

Resolved, The DDA Board supports the recommendation of its Capital Improvements Committee, and approves a schematic design for the North Fifth Avenue and Detroit Streetscape project;

Resolved, The DDA Capital Improvements Committee will bring the DDA a resolution to initiate and approve construction services after construction bids have been received.

A vote on the resolution showed:

AYES: Guenzel, Lazarus, Lelcaj-Farah, Lowenstein, McKinnon, Narayan, Orr, Splitt, Weiss

NAYS: none

ABSENT: Klopff, McWilliams, Mouat

The resolution was approved.

Mr. Weiss moved and Ms. Lowenstein supported the following resolution.

RESOLUTION TO MODIFY THE PROJECT BUDGET FOR THE FIFTH AND DETROIT STREETSCAPE PROJECT

Whereas, The DDA's Development Plan highlights identity, infrastructure, and transportation as overarching strategy areas, which include improving safety and economic vitality through pedestrian improvements;

Whereas, Through Board Retreats in January and April of 2015, the DDA prioritized four streetscape projects through 2020 and came to consensus on project timing, scope, and budgets;

Whereas, Based on cost estimates provided at the Retreats, the DDA Board approved a project budget of \$2.9M for the DDA's share of the Fifth and Detroit Street project at its January 2016 meeting;

Whereas, Since this time, material costs for the DDA's portion of the project have increased significantly, in particular the elements needed to meet the Historic District requirements that the historic brick street be restored, and it has been estimated that an additional \$500,000 will be needed;

Whereas, The DDA Finance and Capital Improvements Committee reviewed the budget impact of this cost increase and recommend Board approval, with the understanding that it may require using a portion of funds reserved for future projects;

Resolved, The DDA Board approves a modified budget for the Fifth and Detroit Streetscape project of \$3.4M, which reflects an increase of \$500,000;

Resolved, The DDA Capital Improvements Committee will bring the DDA subsequent resolutions to initiate and approve construction services.

A vote on the resolution showed:

AYES: Guenzel, Lazarus, Lelcay-Farah, Lowenstein, McKinnon, Narayan, Orr, Splitt, Weiss

NAYS: none

ABSENT: Klopf, McWilliams, Mouat

The resolution was approved.

S. University. Mr. Weiss said that installation of the new water main was complete and businesses were being contacted to schedule water turn-offs to allow connections to this new main.

Huron St. Mr. Weiss said pop-up sidewalk workshops are being scheduled to elicit feedback from the public. A list of project stakeholders is being developed.

Future Projects. Mr. Weiss said Ms. Miller is developing an RFP to enable the DDA to select a consultant for the First/Ashley/William Street project sometime this fall.

Cancel Committee meetings. Mr. Weiss said that the Committee had decided to cancel its July and August committee meetings.

The next Capital Improvements Committee meeting will take place September 20 at 11:00 am.

7. C. SUBCOMMITTEE REPORTS- OPERATIONS COMMITTEE

Monthly Parking & Transportation Report. Mr. Splitt said the June report was in the Board packet. He asked for questions; there were none.

General Operations. Mr. Splitt said RPS staff provided two reports: 1) a project painting and replacing damaged meter posts and space markers, and 2) an examination of monthly permit use during a period of time, including estimating the number that were never used and the number that were returned to the system.

Suicide Deterrence Efforts. Mr. Splitt said only one bid for rooftop fencing was submitted & it came in considerably over the engineer's estimate. An effort has been made to reach out to other fencing companies in hopes of securing other bids.

4th & William Project. Mr. Splitt stated punch list items are being worked on. A new sign will be installed over the William Street entrance.

Board Retreat Debrief. Mr. Orr reported the committee continued the dialogue begun at the retreat about possible rate changes and other TDM-based recommendations. He said the group will continue its discussion at its next committee meeting in August.

Circulator feasibility study. There will be an update at the next committee meeting.

Cancelled July meeting. The committee opted to cancel its July committee meeting.

The next Operations Committee meeting will be August 30 at 11:00 am.

7. C. SUBCOMMITTEE REPORTS- FINANCE COMMITTEE
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Monthly Expenses. Mr. Weiss said the committee reviewed the May expense registers.

Retreat Debrief. Mr. Weiss said the committee reviewed a graph prepared by Mr. Morehouse examining what a 30-, 20- and 10-year construction bond might look like if Ann Ashley was expanded. Discussion was had regarding bonding options.

FY17 Audit. Mr. Weiss reported Mr. Morehouse met with the City's new auditors and he is assembling materials for them.

Meeting Cancellation. Mr. Weiss said the July Finance Committee meeting was cancelled.

5th & Detroit. Mr. Weiss stated Ms. Miller provided an opportunity to weigh in the Capital Improvements Committee recommendation to increase the 5th & Detroit Street project budget. He stated the committee had no problem supporting the project budget increase.

The next Finance Committee meeting will take place August 29 at 1:00 pm

7. D.	SUBCOMMITTEE REPORTS- PARTNERSHIPS Committee
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DDA Brownfield Grants. Ms. Lowenstein stated after much discussion, the consensus was that the current policy is sufficient and the committee doesn't recommend any changes.

DDA Retreat. Ms. Lowenstein said the committee had provided agenda suggestions to staff before the retreat.

Meeting Cancellations. The July and August Partnerships meetings are cancelled.

The next Partnerships Committee meeting will be September 13 at 9:00 am with partners.

7. E.	SUBCOMMITTEE REPORTS – EXECUTIVE COMMITTEE
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Mr. Narayan said the committee reviewed the agenda.

Mr. Weiss moved and Mr. Splitt supported the following resolution.

RESOLUTION APPROVING A COMPENSATION CHANGE FOR THE DDA EXECUTIVE DIRECTOR OF THE ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY FOR FY18

Whereas, Susan Pollay has served as the DDA Executive Director since 1996;

Whereas, DDA members evaluated Ms. Pollay's efforts in FY17, and these reviews noted many accomplishments, including working effectively with DDA board members, adept management of DDA operations and administration, and oversight of important DDA projects including:

- South University improvements have been designed, bid and are now under construction
- Fifth & Detroit improvements design has been finalized, to be under construction in FY18
- Parking operator contract went through an extensive bid process, and a new contract signed
- Epark system was doubled in size and a new mobile parking payment app launched
- Annual parking structure repairs planned, bid and are now underway
- The new stair/elevators project at 4th & William has been completed
- DDA grants were approved, including transportation grants for getDowntown and go!Pass, grants to the Ark and Art Center, and a storm water management grant for Farmers Market
- DDA received a clean audit once again.
- ED led the board in two retreats focused on streetscape projects, parking policies and priorities
- ED represented the DDA in downtown association summits, presentations to community groups, university classes and downtown stakeholders, as well as with the media

Whereas, Ms. Pollay is often called upon to address City Council and does so with tact and proficiency, and she serves as a vital resource for downtown stakeholders, and the community at large;

Whereas, The DDA Executive Committee recommends that Ms. Pollay be provided with a 2.25% compensation change retroactive to July 1, 2017;

Whereas, The City of Ann Arbor is also offering its employees a one-time one-half percent lump sum payment, and the Executive Committee also wishes Ms. Pollay to be receive this payment;

RESOLVED, The DDA board recognizes Ms. Pollay's performance and accomplishments, and approves a salary adjustment as recommended by its Executive Committee.

A vote on the motion showed:

AYES: Guenzel, Lazarus, Lelcay-Farah, Lowenstein, McKinnon, Narayan, Orr, Splitt, Weiss

NAYS: none

ABSENT: Klopf, McWilliams, Mouat

The resolution was approved.

The next Executive Committee meeting will be September 6 at 11:00 a.m.

8.	NEW BUSINESS
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Mr. Narayan stated there is no August Board meeting and that the DDA's Annual Meeting will directly follow the conclusion of this meeting.

Mr. Weiss stated he used the epark smartphone app, and likes it.

9.	OTHER AUDIENCE PARTICIPATION
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None.

10.	ADJOURNMENT
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There being no other business, Ms. Lowenstein moved and Mr. Weiss supported a motion to adjourn. Mr. Narayan declared the meeting adjourned at 12:47pm.

Respectfully submitted,
Susan Pollay, Executive Director

