

**CONFIDENTIAL INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT**

Company Receiving Party: Full Company Name: OHM Advisors
State of Organization: Michigan
Contact Person: Matt Parks
Mailing Address: 355 South Zeeb Road, Suite A
Ann Arbor, MI 48103
Email Address: matt.parks@ohm-advisors.com
Telephone Number: (734) 466-4579

The individual or company specified above (“**Receiving Party**”), and the City of Ann Arbor (“**City**”), a municipal corporation organized and existing under the laws of the state of Michigan and located at 301 E. Huron Street, Ann Arbor, 48104 (the City, a “**Disclosing Party**”), (Receiving Party and Disclosing Party are collectively the “**Parties**”), enter into this Non-Disclosure Agreement (“**Agreement**”) as of 01/20/2022 (“**Effective Date**”).

Whereas, the Disclosing Party has certain Confidential Information related to its Utility, Property, and Transportation infrastructure (“**Confidential Infrastructure**”);

Whereas, the Receiving Party requires the Confidential Information for Barton Bandemer Pedestrian Tunnel Design Engineering (“**Purpose**”);

Whereas, the Receiving Party represents and warrants that it requests such Confidential Information for the legitimate Purpose defined above and pursuant to this Agreement;

Whereas, the Disclosing Party may provide, at its discretion, information to the Receiving Party related to Disclosing Party’s Confidential Infrastructure.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, agreements, and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term “**Confidential Information**” means all information disclosed by the Disclosing Party (either directly or indirectly) in writing, orally, or by drawings or inspection of City premises, parts, equipment, or other City property concerning the Confidential Infrastructure. Confidential Information shall include, but is not limited to, all analyses, compilations, forecasts, studies, models, “base cases”, plans, procedures, calculations, reports or other documents prepared by the Disclosing Party that may contain or reflect such information. Confidential Information specifically includes: Utility, Transportation, and Parcel GIS Data and all contents contained therein.
2. Disclosure and Use of Confidential Information.

- 2.1 The Receiving Party shall use the Confidential Information solely for the Purpose described herein. The Receiving Party shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the Disclosing Party.

The Receiving Party agrees that, in complying with its confidentiality obligations under this Agreement, it shall exercise the same care used to protect its own confidential information, but no less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

- 2.2 If the Receiving Party is an individual, the Receiving Party shall not disclose any Confidential Information to any person or entity without the Disclosing Party's prior written consent in each instance.

If the Receiving Party is a company, the Receiving Party may disclose Confidential Information to the Receiving Party's directors, officers, employees, assignees, or appointees (collectively, "**Representatives**") who: 1) have a need to know and to obtain access thereto for the Purpose outlined above; and 2) agree to be bound by this Agreement by completing and executing a copy of the Acknowledgement attached as Exhibit A. Receiving Party shall provide a fully-executed copy of such Acknowledgement to the Disclosing Party prior to disclosure to the affected Representative. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representatives.

- 2.3 The Receiving Party shall keep all Confidential Information strictly confidential, and it shall not, without the Disclosing Party's prior written consent in each instance, disclose Confidential Information or any reports, work product or other documents containing any Confidential Information, to any third party, firm, corporation, or entity.

The Receiving Party may only create copies of files or documents, electronic or otherwise, containing Confidential Information with the Disclosing Party's written consent in each instance.

- 2.4 Except as may be required by applicable law, without the prior written consent of the respective Disclosing Party, the Receiving Party shall not: (a) confirm or deny any statement made by a third party regarding Confidential Information; (b) disclose to any person the fact that Confidential Information has been made available to it; (c) confirm that any investigations, discussions or negotiations are taking place; or (d) disclose any of the terms or conditions with respect to the same. If any such actions are required by applicable law, the Receiving Party shall comply with the requirements of **Section 3** below.

- 2.5 All provisions in this **Section 2** apply to Confidential Information as the Disclosing Party provides it, regardless of whether the date of disclosure precedes or follows the Effective Date of this Agreement.

- 2.6 Disclosing Party authorizes the following individual to give written consents pursuant to this Agreement: Craig Hupy, Public Services Area Administrator.
- 2.7 The Receiving Party shall secure, at its sole cost, any and all licenses, authorizations or other intellectual property rights necessary for the sharing of Confidential Information in the format authorized by the Disclosing Party.
3. Required Disclosure. In the event that the Receiving Party is requested or required by depositions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (i) to disclose any Confidential Information, (ii) to disclose any discussions pertaining thereto, or (iii) to take any other action described in **Section 2.4** above, the Receiving Party shall provide to the Disclosing Party prompt written notice of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought. If, in the absence of a protective order, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information received pursuant to this Agreement, then, in such event Receiving Party may disclose such information after the Receiving Party gives the Disclosing Party written notice of the proposed disclosure and reasonable opportunity (of no less than ten business days) to review the proposed disclosure. Unless otherwise agreed to by the Disclosing Party, the Receiving Party shall include a copy of this Agreement along with the Confidential Information it produces or discloses pursuant to this Section. Confidential Information disclosed in accordance with this Section shall remain Confidential Information for all other purposes.
4. Return of Documents and Destruction of Electronically Stored Information. Disclosing Party may elect at any time to terminate further use of or access to the Confidential Information. In such case, the Receiving Party shall return any and all Confidential Information upon the Disclosing Party's written request, including all hardcopy originals, copies, translations, notes, reports, schematics, flowcharts, e-mails, tape recordings, or any other form of said material, without retaining any copy or duplicate supplement thereof, and Receiving Party shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. The Receiving Party shall provide attested certification from an authorized representative confirming such return and destruction.
5. Nature of Information; Injunctive Relief. The Parties agrees that any breach of this Agreement by Receiving Party or Representatives would cause irreparable damage to Disclosing Party for which money damages would be insufficient to remedy. The Disclosing Party shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement. The existence of any claim or cause of action, which either party may have against the other, shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. The Parties agree that nothing in this Agreement shall be construed as restricting the Disclosing Party's right to restrain use or dissemination of the Confidential

Information in accordance with applicable federal, state, or local law and regulation or at common law.

6. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Receiving Party and the Disclosing Party to it will be governed by the laws of the State of Michigan, excluding its conflict of laws principles. 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.
7. No Other Agreement. The Receiving Party expressly understands that this Agreement is not any form of a letter of intent or agreement to enter into any type of future transaction. This Agreement is to evidence the Receiving Party's agreement to maintain the confidentiality of the Confidential Information, and the Agreement does not constitute any commitment or obligation on the part of either Party to enter into any other contractual arrangement of any nature whatsoever.
8. No Representation or Warranties. With respect to any information, which the Disclosing Party furnishes or otherwise discloses to the Receiving Party, the Receiving Party understands and agrees that Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness of such information for a particular purpose thereof. The Receiving Party shall disclose any errors discovered in the Confidential Information to the Disclosing Party as soon as practicable. The Parties shall not construe this Agreement, nor the disclosure of Confidential Information hereunder, in any way as granting any license or rights to any information or data now or hereafter owned or controlled by Disclosing Party to Receiving Party and all such Confidential Information will remain the property of Disclosing Party.
9. Right to Execute. The Representative signing below represents and warrants that he/she has all right and duly delegated authority to bind the Receiving Party to the terms and conditions set forth in this Agreement.
10. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either of the Parties hereto without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assignees.
11. Audit. The Disclosing Party may reasonably audit the Receiving Party's compliance with this Agreement.

12. No Waiver. No failure or delay by either Disclosing Party or Receiving Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
13. Survival. This Agreement survives in perpetuity and the performance, termination or expiration of any other obligations or agreements between the Disclosing Party and Receiving Party will not affect this Agreement.
14. Adequacy of Consideration. The Parties agree that the consideration given by the other pursuant to this Agreement is adequate and sufficient to make their respective obligations under this Agreement final and binding.
15. Notices. Any notice required or permitted under this Agreement must be in writing and must be delivered in person, or by any nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the respective addresses of the Parties, or such other addresses of which a party gives the other party written notice in accordance with this Section.

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

If notice is sent to the Receiving Party, it shall be addressed and sent to:
Matt Parks, Principal
OHM Advisors
South Zeeb Road, Suite A
Ann Arbor, MI 48103

If notice is sent to the Disclosing Party, it shall be addressed and sent:

City of Ann Arbor
Craig Hupy
(Public Services Area Administrator)
301 E. Huron St.
Ann Arbor, Michigan 48107

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48107

16. Severability. If any part, term or provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby.

17. Entire Agreement. This agreement contains the entire agreement between the Disclosing Party and Receiving Party concerning the subject matter hereof, and it supersedes all prior discussions and agreements with respect to the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by the Disclosing Party and the Receiving Party. E-mail is expressly excluded as a form of amendment.

18. Singular, Plural, and Gender. Where the context herein requires, the singular shall include the plural, the masculine gender shall include the feminine and neuter genders, and vice versa.

19. The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

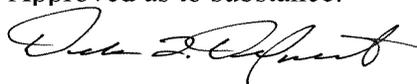
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY

RECEIVING PARTY


 02/22/2022
 MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR or
 DATE: _____

By: 
 Print Name: Matt Parks
 Title: Principal, OHM Advisors
 Date: 2/2022

Approved as to substance:

 02/16/2022

DEREK DELACOURT
 COMMUNITY SERVICES AREA ADMINISTRATOR
 PROXY SIGNED BY DEWILLIAMS Administrator

Approved as to form:

 02/22/2022
 STEPHEN POSTEMA, CITY ATTORNEY
 Stephen K. Postema, City Attorney

**EXHIBIT A
REPRESENTATIVE ACKNOWLEDGEMENT**

Agreement to Be Bound by the Attached Non-Disclosure Agreement

The undersigned individual (“Representative”) represents, warrants, and agrees that:

1. He/she is a “Representative” of the Receiving Party pursuant to the Attached Agreement, dated 2/3/2022.
2. He/she has read the attached Agreement and agrees to be bound by the same terms and conditions thereof as if Representative was the Receiving Party (as defined in such Agreement).
3. He/she is receiving the Confidential Information on a "need to know" basis and will not disclose the Confidential Information except as provided in the Agreement.
4. Receipt of the Confidential Information is sufficient consideration to bind Representative to the terms hereof and Representative waives all right to claim that this acknowledgement is unenforceable due to inadequate, insufficient, or failure of consideration.

Representative Name: Matt Byrne

Position: Engineer

Work Address & Phone Number: 34000 Plymouth Road, Livonia, MI 48150
 (715) 271 - 9693

Digitally signed by Matt Byrne
DN: C=US, o=matt.byrne@ohm-advisors.com, o=OHM
Advisors, cn=Matt Byrne

Date: 2022.02.03 10:18:37-05'00'

 2/3/2022

Representative's Signature

DATE

**CONFIDENTIAL INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT**

Company Receiving Party: Full Company Name: SmithGroup, Inc.
 State of Organization: Michigan
 Contact Person: Emily McKinnon
 Mailing Address: 201 Depot Street, 2nd Floor
Ann Arbor, MI 48104
 Email Address: emily.mckinnon@smithgroup.com
 Telephone Number: 734.669.2733

The individual or company specified above (“**Receiving Party**”), and the City of Ann Arbor (“**City**”), a municipal corporation organized and existing under the laws of the state of Michigan and located at 301 E. Huron Street, Ann Arbor, 48104 (the City, a “**Disclosing Party**”), (Receiving Party and Disclosing Party are collectively the “**Parties**”), enter into this Non-Disclosure Agreement (“**Agreement**”) as of February 3, 2022 (“**Effective Date**”).

Whereas, the Disclosing Party has certain Confidential Information related to its Utility, Property, and Transportation infrastructure (“**Confidential Infrastructure**”);

Whereas, the Receiving Party requires the Confidential Information for Miscellaneous capital improvement projects as directed by the City (“**Purpose**”);

Whereas, the Receiving Party represents and warrants that it requests such Confidential Information for the legitimate Purpose defined above and pursuant to this Agreement;

Whereas, the Disclosing Party may provide, at its discretion, information to the Receiving Party related to Disclosing Party’s Confidential Infrastructure.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, agreements, and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term “**Confidential Information**” means all information disclosed by the Disclosing Party (either directly or indirectly) in writing, orally, or by drawings or inspection of City premises, parts, equipment, or other City property concerning the Confidential Infrastructure. Confidential Information shall include, but is not limited to, all analyses, compilations, forecasts, studies, models, “base cases”, plans, procedures, calculations, reports or other documents prepared by the Disclosing Party that may contain or reflect such information. Confidential Information specifically includes: Utility, Street, and Parcel GIS Data and all contents contained therein.
2. Disclosure and Use of Confidential Information.

- 2.1 The Receiving Party shall use the Confidential Information solely for the Purpose described herein. The Receiving Party shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the Disclosing Party.

The Receiving Party agrees that, in complying with its confidentiality obligations under this Agreement, it shall exercise the same care used to protect its own confidential information, but no less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

- 2.2 If the Receiving Party is an individual, the Receiving Party shall not disclose any Confidential Information to any person or entity without the Disclosing Party's prior written consent in each instance.

If the Receiving Party is a company, the Receiving Party may disclose Confidential Information to the Receiving Party's directors, officers, employees, assignees, or appointees (collectively, "**Representatives**") who: 1) have a need to know and to obtain access thereto for the Purpose outlined above; and 2) agree to be bound by this Agreement by completing and executing a copy of the Acknowledgement attached as Exhibit A. Receiving Party shall provide a fully-executed copy of such Acknowledgement to the Disclosing Party prior to disclosure to the affected Representative. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representatives.

- 2.3 The Receiving Party shall keep all Confidential Information strictly confidential, and it shall not, without the Disclosing Party's prior written consent in each instance, disclose Confidential Information or any reports, work product or other documents containing any Confidential Information, to any third party, firm, corporation, or entity.

The Receiving Party may only create copies of files or documents, electronic or otherwise, containing Confidential Information with the Disclosing Party's written consent in each instance.

- 2.4 Except as may be required by applicable law, without the prior written consent of the respective Disclosing Party, the Receiving Party shall not: (a) confirm or deny any statement made by a third party regarding Confidential Information; (b) disclose to any person the fact that Confidential Information has been made available to it; (c) confirm that any investigations, discussions or negotiations are taking place; or (d) disclose any of the terms or conditions with respect to the same. If any such actions are required by applicable law, the Receiving Party shall comply with the requirements of **Section 3** below.

- 2.5 All provisions in this **Section 2** apply to Confidential Information as the Disclosing Party provides it, regardless of whether the date of disclosure precedes or follows the Effective Date of this Agreement.

- 2.6 Disclosing Party authorizes the following individual to give written consents pursuant to this Agreement: Craig Hupy, Public Services Area Administrator.
- 2.7 The Receiving Party shall secure, at its sole cost, any and all licenses, authorizations or other intellectual property rights necessary for the sharing of Confidential Information in the format authorized by the Disclosing Party.
3. Required Disclosure. In the event that the Receiving Party is requested or required by depositions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (i) to disclose any Confidential Information, (ii) to disclose any discussions pertaining thereto, or (iii) to take any other action described in **Section 2.4** above, the Receiving Party shall provide to the Disclosing Party prompt written notice of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought. If, in the absence of a protective order, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information received pursuant to this Agreement, then, in such event Receiving Party may disclose such information after the Receiving Party gives the Disclosing Party written notice of the proposed disclosure and reasonable opportunity (of no less than ten business days) to review the proposed disclosure. Unless otherwise agreed to by the Disclosing Party, the Receiving Party shall include a copy of this Agreement along with the Confidential Information it produces or discloses pursuant to this Section. Confidential Information disclosed in accordance with this Section shall remain Confidential Information for all other purposes.
4. Return of Documents and Destruction of Electronically Stored Information. Disclosing Party may elect at any time to terminate further use of or access to the Confidential Information. In such case, the Receiving Party shall return any and all Confidential Information upon the Disclosing Party's written request, including all hardcopy originals, copies, translations, notes, reports, schematics, flowcharts, e-mails, tape recordings, or any other form of said material, without retaining any copy or duplicate supplement thereof, and Receiving Party shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. The Receiving Party shall provide attested certification from an authorized representative confirming such return and destruction.
5. Nature of Information; Injunctive Relief. The Parties agrees that any breach of this Agreement by Receiving Party or Representatives would cause irreparable damage to Disclosing Party for which money damages would be insufficient to remedy. The Disclosing Party shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement. The existence of any claim or cause of action, which either party may have against the other, shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. The Parties agree that nothing in this Agreement shall be construed as restricting the Disclosing Party's right to restrain use or dissemination of the Confidential

Information in accordance with applicable federal, state, or local law and regulation or at common law.

6. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Receiving Party and the Disclosing Party to it will be governed by the laws of the State of Michigan, excluding its conflict of laws principles. 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.
7. No Other Agreement. The Receiving Party expressly understands that this Agreement is not any form of a letter of intent or agreement to enter into any type of future transaction. This Agreement is to evidence the Receiving Party's agreement to maintain the confidentiality of the Confidential Information, and the Agreement does not constitute any commitment or obligation on the part of either Party to enter into any other contractual arrangement of any nature whatsoever.
8. No Representation or Warranties. With respect to any information, which the Disclosing Party furnishes or otherwise discloses to the Receiving Party, the Receiving Party understands and agrees that Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness of such information for a particular purpose thereof. The Receiving Party shall disclose any errors discovered in the Confidential Information to the Disclosing Party as soon as practicable. The Parties shall not construe this Agreement, nor the disclosure of Confidential Information hereunder, in any way as granting any license or rights to any information or data now or hereafter owned or controlled by Disclosing Party to Receiving Party and all such Confidential Information will remain the property of Disclosing Party.
9. Right to Execute. The Representative signing below represents and warrants that he/she has all right and duly delegated authority to bind the Receiving Party to the terms and conditions set forth in this Agreement.
10. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either of the Parties hereto without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assignees.
11. Audit. The Disclosing Party may reasonably audit the Receiving Party's compliance with this Agreement.

12. No Waiver. No failure or delay by either Disclosing Party or Receiving Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
13. Survival. This Agreement survives in perpetuity and the performance, termination or expiration of any other obligations or agreements between the Disclosing Party and Receiving Party will not affect this Agreement.
14. Adequacy of Consideration. The Parties agree that the consideration given by the other pursuant to this Agreement is adequate and sufficient to make their respective obligations under this Agreement final and binding.
15. Notices. Any notice required or permitted under this Agreement must be in writing and must be delivered in person, or by any nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the respective addresses of the Parties, or such other addresses of which a party gives the other party written notice in accordance with this Section.

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

If notice is sent to the Receiving Party, it shall be addressed and sent to:

SmithGroup, Inc.
Emily McKinnon, Vice President
201 Depot Street, 2nd Floor
Ann Arbor, MI 48104

If notice is sent to the Disclosing Party, it shall be addressed and sent:

City of Ann Arbor
Craig Hupy
(Public Services Area Administrator)
301 E. Huron St.
Ann Arbor, Michigan 48107

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48107

16. Severability. If any part, term or provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby.

17. Entire Agreement. This agreement contains the entire agreement between the Disclosing Party and Receiving Party concerning the subject matter hereof, and it supersedes all prior discussions and agreements with respect to the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by the Disclosing Party and the Receiving Party. E-mail is expressly excluded as a form of amendment.

18. Singular, Plural, and Gender. Where the context herein requires, the singular shall include the plural, the masculine gender shall include the feminine and neuter genders, and vice versa.

19. The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY

RECEIVING PARTY



02/07/2022

MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR

DATE: _____

By: 

Print Name: Emily S. McKinnon

Title: Vice President, Director of Operations

Date: February 3, 2022

Approved as to substance:



02/04/2022

BRIAN STEGLITZ, PUBLIC SERVICES AREA ADMINISTRATOR

Approved as to form:



02/07/2022

STEPHEN POSTEMA, CITY ATTORNEY

EXHIBIT A
REPRESENTATIVE ACKNOWLEDGEMENT

Agreement to Be Bound by the Attached Non-Disclosure Agreement

The undersigned individual (“Representative”) represents, warrants, and agrees that:

1. He/she is a “Representative” of the Receiving Party pursuant to the Attached Agreement, dated February 3, 2022.
2. He/she has read the attached Agreement and agrees to be bound by the same terms and conditions thereof as if Representative was the Receiving Party (as defined in such Agreement).
3. He/she is receiving the Confidential Information on a "need to know" basis and will not disclose the Confidential Information except as provided in the Agreement.
4. Receipt of the Confidential Information is sufficient consideration to bind Representative to the terms hereof and Representative waives all right to claim that this acknowledgement is unenforceable due to inadequate, insufficient, or failure of consideration.

Representative Name: Tommy Reyna, PLS

Position: Professional Land Surveyor

Work Address & Phone Number: 201 Depot Street, 2nd Floor
Ann Arbor, MI 48104
734.883.7601

Tommy Reyna

Digitally signed by Tommy Reyna
DN: E=Tommy.Reyna@smithgroup.com,
CN=Tommy Reyna, OU=Users, OU=AA,
DC=smithgroup, DC=com
Date: 2022.02.04 09:38:52-05'00'

Representative’s Signature February 4, 2022

**CONFIDENTIAL INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT**

Company Receiving Party: Full Company Name: Stantec Consulting Michigan, Inc.
State of Organization: Michigan
Contact Person: R. Brian Simons
Mailing Address: 3754 Ranchero Drive, Ann Arbor, MI 48108-2771
Email Address: brian.simons@stantec.com
Telephone Number: 734-214-2518

The individual or company specified above (“**Receiving Party**”), and the City of Ann Arbor (“**City**”), a municipal corporation organized and existing under the laws of the state of Michigan and located at 301 E. Huron Street, Ann Arbor, 48104 (the City, a “**Disclosing Party**”), (Receiving Party and Disclosing Party are collectively the “**Parties**”), enter into this Non-Disclosure Agreement (“**Agreement**”) as of January 5, 2022 (“**Effective Date**”).

Whereas, the Disclosing Party has certain Confidential Information related to its Geddes Avenue (Observatory Street to Highland Road) Road and Stormwater Improvements & South Huron Parkway and Tuebingen Parkway (Nixon Road to Traver Blvd) Resurfacing Project infrastructure (“**Confidential Infrastructure**”);

Whereas, the Receiving Party requires the Confidential Information for topographic surveying and design engineering (“**Purpose**”);

Whereas, the Receiving Party represents and warrants that it requests such Confidential Information for the legitimate Purpose defined above and pursuant to this Agreement;

Whereas, the Disclosing Party may provide, at its discretion, information to the Receiving Party related to Disclosing Party’s Confidential Infrastructure.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, agreements, and covenants made herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. The term “**Confidential Information**” means all information disclosed by the Disclosing Party (either directly or indirectly) in writing, orally, or by drawings or inspection of City premises, parts, equipment, or other City property concerning the Confidential Infrastructure. Confidential Information shall include, but is not limited to, all analyses, compilations, forecasts, studies, models, “base cases”, plans, procedures, calculations, reports or other documents prepared by the Disclosing Party that may contain or reflect such information. Confidential Information specifically includes: utility location information, GIS data and all contents contained therein.
2. Disclosure and Use of Confidential Information.

- 2.1 The Receiving Party shall use the Confidential Information solely for the Purpose described herein. The Receiving Party shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the Disclosing Party.

The Receiving Party agrees that, in complying with its confidentiality obligations under this Agreement, it shall exercise the same care used to protect its own confidential information, but no less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

- 2.2 If the Receiving Party is an individual, the Receiving Party shall not disclose any Confidential Information to any person or entity without the Disclosing Party's prior written consent in each instance.

If the Receiving Party is a company, the Receiving Party may disclose Confidential Information to the Receiving Party's directors, officers, employees, assignees, or appointees (collectively, "**Representatives**") who: 1) have a need to know and to obtain access thereto for the Purpose outlined above; and 2) agree to be bound by this Agreement by completing and executing a copy of the Acknowledgement attached as Exhibit A. Receiving Party shall provide a fully-executed copy of such Acknowledgement to the Disclosing Party prior to disclosure to the affected Representative. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representatives.

- 2.3 The Receiving Party shall keep all Confidential Information strictly confidential, and it shall not, without the Disclosing Party's prior written consent in each instance, disclose Confidential Information or any reports, work product or other documents containing any Confidential Information, to any third party, firm, corporation, or entity.

The Receiving Party may only create copies of files or documents, electronic or otherwise, containing Confidential Information with the Disclosing Party's written consent in each instance.

- 2.4 Except as may be required by applicable law, without the prior written consent of the respective Disclosing Party, the Receiving Party shall not: (a) confirm or deny any statement made by a third party regarding Confidential Information; (b) disclose to any person the fact that Confidential Information has been made available to it; (c) confirm that any investigations, discussions or negotiations are taking place; or (d) disclose any of the terms or conditions with respect to the same. If any such actions are required by applicable law, the Receiving Party shall comply with the requirements of **Section 3** below.

- 2.5 All provisions in this **Section 2** apply to Confidential Information as the Disclosing Party provides it, regardless of whether the date of disclosure precedes or follows the Effective Date of this Agreement.

- 2.6 Disclosing Party authorizes the following individual to give written consents pursuant to this Agreement: David Dykman, PE, Project Manager.
- 2.7 The Receiving Party shall secure, at its sole cost, any and all licenses, authorizations or other intellectual property rights necessary for the sharing of Confidential Information in the format authorized by the Disclosing Party.
3. Required Disclosure. In the event that the Receiving Party is requested or required by depositions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (i) to disclose any Confidential Information, (ii) to disclose any discussions pertaining thereto, or (iii) to take any other action described in **Section 2.4** above, the Receiving Party shall provide to the Disclosing Party prompt written notice of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought. If, in the absence of a protective order, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information received pursuant to this Agreement, then, in such event Receiving Party may disclose such information after the Receiving Party gives the Disclosing Party written notice of the proposed disclosure and reasonable opportunity (of no less than ten business days) to review the proposed disclosure. Unless otherwise agreed to by the Disclosing Party, the Receiving Party shall include a copy of this Agreement along with the Confidential Information it produces or discloses pursuant to this Section. Confidential Information disclosed in accordance with this Section shall remain Confidential Information for all other purposes.
4. Return of Documents and Destruction of Electronically Stored Information. Disclosing Party may elect at any time to terminate further use of or access to the Confidential Information. In such case, the Receiving Party shall return any and all Confidential Information upon the Disclosing Party's written request, including all hardcopy originals, copies, translations, notes, reports, schematics, flowcharts, e-mails, tape recordings, or any other form of said material, without retaining any copy or duplicate supplement thereof, and Receiving Party shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. The Receiving Party shall provide attested certification from an authorized representative confirming such return and destruction.
5. Nature of Information; Injunctive Relief. The Parties agrees that any breach of this Agreement by Receiving Party or Representatives would cause irreparable damage to Disclosing Party for which money damages would be insufficient to remedy. The Disclosing Party shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement. The existence of any claim or cause of action, which either party may have against the other, shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. The Parties agree that nothing in this Agreement shall be construed as restricting the Disclosing Party's right to restrain use or dissemination of the Confidential

Information in accordance with applicable federal, state, or local law and regulation or at common law.

6. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Receiving Party and the Disclosing Party to it will be governed by the laws of the State of Michigan, excluding its conflict of laws principles. 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.
7. No Other Agreement. The Receiving Party expressly understands that this Agreement is not any form of a letter of intent or agreement to enter into any type of future transaction. This Agreement is to evidence the Receiving Party's agreement to maintain the confidentiality of the Confidential Information, and the Agreement does not constitute any commitment or obligation on the part of either Party to enter into any other contractual arrangement of any nature whatsoever.
8. No Representation or Warranties. With respect to any information, which the Disclosing Party furnishes or otherwise discloses to the Receiving Party, the Receiving Party understands and agrees that Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness of such information for a particular purpose thereof. The Receiving Party shall disclose any errors discovered in the Confidential Information to the Disclosing Party as soon as practicable. The Parties shall not construe this Agreement, nor the disclosure of Confidential Information hereunder, in any way as granting any license or rights to any information or data now or hereafter owned or controlled by Disclosing Party to Receiving Party and all such Confidential Information will remain the property of Disclosing Party.
9. Right to Execute. The Representative signing below represents and warrants that he/she has all right and duly delegated authority to bind the Receiving Party to the terms and conditions set forth in this Agreement.
10. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either of the Parties hereto without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assignees.
11. Audit. The Disclosing Party may reasonably audit the Receiving Party's compliance with this Agreement.

12. No Waiver. No failure or delay by either Disclosing Party or Receiving Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.
13. Survival. This Agreement survives in perpetuity and the performance, termination or expiration of any other obligations or agreements between the Disclosing Party and Receiving Party will not affect this Agreement.
14. Adequacy of Consideration. The Parties agree that the consideration given by the other pursuant to this Agreement is adequate and sufficient to make their respective obligations under this Agreement final and binding.
15. Notices. Any notice required or permitted under this Agreement must be in writing and must be delivered in person, or by any nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the respective addresses of the Parties, or such other addresses of which a party gives the other party written notice in accordance with this Section.

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

If notice is sent to the Receiving Party, it shall be addressed and sent to:
Stantec Consulting Michigan, Inc.
Brian Simons, PE, MBA, LEED-AP
Senior Principal
3754 Rancho Drive,
Ann Arbor, MI 48108-2771

If notice is sent to the Disclosing Party, it shall be addressed and sent:

City of Ann Arbor
Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48107

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48107

16. Severability. If any part, term or provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of this Agreement shall not be affected thereby.

17. Entire Agreement. This agreement contains the entire agreement between the Disclosing Party and Receiving Party concerning the subject matter hereof, and it supersedes all prior discussions and agreements with respect to the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by the Disclosing Party and the Receiving Party. E-mail is expressly excluded as a form of amendment.

18. Singular, Plural, and Gender. Where the context herein requires, the singular shall include the plural, the masculine gender shall include the feminine and neuter genders, and vice versa.

19. The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

CITY

RECEIVING PARTY

By:  01/20/2022
 Mil MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR
 DATE: _____

R. Brian Simons
 R. Brian Simons Jan 6 2022 1:15 PM
 By: _____ DocuSign _____
 Print Name: R. Brian Simons

Title: Senior Principal

Date: 1/6/2022

Approved as to substance:

 01/10/2022
CRAIG HUPY, PUBLIC SERVICES AREA ADMINISTRATOR tor

Approved as to form:

 01/20/2022
STEPHEN POSTEMA, CITY ATTORNEY

EXHIBIT A
REPRESENTATIVE ACKNOWLEDGEMENT

Agreement to Be Bound by the Attached Non-Disclosure Agreement

The undersigned individual (“Representative”) represents, warrants, and agrees that:

1. He/she is a “Representative” of the Receiving Party pursuant to the Attached Agreement, dated January 5, 2022.
2. He/she has read the attached Agreement and agrees to be bound by the same terms and conditions thereof as if Representative was the Receiving Party (as defined in such Agreement).
3. He/she is receiving the Confidential Information on a "need to know" basis and will not disclose the Confidential Information except as provided in the Agreement.
4. Receipt of the Confidential Information is sufficient consideration to bind Representative to the terms hereof and Representative waives all right to claim that this acknowledgement is unenforceable due to inadequate, insufficient, or failure of consideration.

Representative Name: Christopher Elenbaas

Position: Project Manager

Work Address: 3754 Ranchero Drive, Ann Arbor, MI 48108-2771

Phone Number: 734-358-2029



Elenbaas, Christopher
2022.01.06 11:30:46 -05'00'

Representative's Signature

DATE

EXHIBIT A
REPRESENTATIVE ACKNOWLEDGEMENT

Agreement to Be Bound by the Attached Non-Disclosure Agreement

The undersigned individual (“Representative”) represents, warrants, and agrees that:

1. He/she is a “Representative” of the Receiving Party pursuant to the Attached Agreement, dated January 5, 2022.
2. He/she has read the attached Agreement and agrees to be bound by the same terms and conditions thereof as if Representative was the Receiving Party (as defined in such Agreement).
3. He/she is receiving the Confidential Information on a "need to know" basis and will not disclose the Confidential Information except as provided in the Agreement.
4. Receipt of the Confidential Information is sufficient consideration to bind Representative to the terms hereof and Representative waives all right to claim that this acknowledgement is unenforceable due to inadequate, insufficient, or failure of consideration.

Representative Name: Brad Ahrens

Position: CAD Manager

Work Address: 3754 Ranchero Drive, Ann Arbor, MI 48108-2771

Phone Number: 734-761-1010

Ahrens, Brad Digitally signed by Ahrens, Brad
Date: 2022.01.06 13:07:32 -05'00'

Representative’s Signature

DATE

From: [Chase, Jake](#)
To: [Steglitz, Brian](#); [Hupy, Craig](#)
Subject: RE: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature
Date: Friday, February 4, 2022 4:05:07 PM

It should be updated, but there's sometimes a delay. Let me know if any more don't come to you.

Jake Chase | Senior Application Specialist Lead | jchase@a2gov.org | City of Ann Arbor | <https://www.a2gov.org>
Justice Center, 1st Floor | 301 E. Huron St., Ann Arbor, MI 48104 | 734-794-6557 (direct) | x45547 (internal) | 734-994-3031 (fax)

-----Original Message-----

From: Steglitz, Brian <BSteglitz@a2gov.org>
Sent: Friday, February 4, 2022 3:58 PM
To: Hupy, Craig <CHupy@a2gov.org>
Cc: Chase, Jake <JChase@a2gov.org>
Subject: RE: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature

Already done. Venita forwarded. Jake, can you please update the notification feature so these are sent to me?

-----Original Message-----

From: Hupy, Craig <CHupy@a2gov.org>
Sent: Friday, February 04, 2022 3:55 PM
To: Steglitz, Brian <BSteglitz@a2gov.org>
Cc: Chase, Jake <JChase@a2gov.org>
Subject: FW: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature

Brian, For you to sign

Craig Hupy, P.E.
Public Services Area Administrator
City of Ann Arbor, Guy C. Larcom City Hall, 301 E. Huron St., 6th Floor, Ann Arbor, MI 48104
734.794.6000 (O) 734.994.1816 (F) Internal Extension 43777
chupy@a2gov.org www.a2gov.org

-----Original Message-----

From: observice3@ewashtenaw.org <observice3@ewashtenaw.org>
Sent: Friday, February 04, 2022 1:03 PM
To: Hupy, Craig <CHupy@a2gov.org>; Harrison, Venita <VHarrison@a2gov.org>
Subject: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

A NON-DISCLOSURE AGREEMENT from SMITHGROUP, INC is ready for your signature. Please double click the attachment to review/sign the document in the Service Area Administrator Signature Queue of A2 CL - Contract Signatures.

From: [Hupy, Craig](#)
To: [Chase, Jake](#); [Harrison, Venita](#)
Cc: [Sexton, Nick](#)
Subject: RE: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature
Date: Friday, February 4, 2022 3:53:00 PM

I will forward

Craig Hupy, P.E.

Public Services Area Administrator

City of Ann Arbor, Guy C. Larcom City Hall, 301 E. Huron St., 6th Floor, Ann Arbor, MI 48104
734.794.6000 (O) 734.994.1816 (F) Internal Extension 43777
chupy@a2gov.org www.a2gov.org

From: Chase, Jake <JChase@a2gov.org>
Sent: Friday, February 04, 2022 3:16 PM
To: Hupy, Craig <CHupy@a2gov.org>; Harrison, Venita <VHarrison@a2gov.org>
Cc: Sexton, Nick <NSexton@a2gov.org>
Subject: RE: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature

Venita instructed me to remove your signatures. Should I add them back? I also adjusted the emails to go to Brian given the signature removal, but it must not have taken effect quite yet. If you forward this to Brian, he should be able to sign.

Jake Chase | Senior Application Specialist Lead | jchase@a2gov.org | City of Ann Arbor | <https://www.a2gov.org>
Justice Center, 1st Floor | 301 E. Huron St., Ann Arbor, MI 48104 | 734-794-6557 (direct) | x45547 (internal) | 734-994-3031 (fax)

-----Original Message-----

From: Hupy, Craig <CHupy@a2gov.org>
Sent: Friday, February 4, 2022 2:45 PM
To: Chase, Jake <JChase@a2gov.org>; Harrison, Venita <VHarrison@a2gov.org>
Subject: FW: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature

It will not permit me to sign. Has Brian S's authority "kicked in"?

Craig Hupy, P.E.

Public Services Area Administrator

City of Ann Arbor, Guy C. Larcom City Hall, 301 E. Huron St., 6th Floor, Ann Arbor, MI 48104
734.794.6000 (O) 734.994.1816 (F) Internal Extension 43777
chupy@a2gov.org www.a2gov.org

-----Original Message-----

From: observice3@ewashtenaw.org <observice3@ewashtenaw.org>
Sent: Friday, February 04, 2022 1:03 PM

To: Hupy, Craig <CHupy@a2gov.org>; Harrison, Venita <VHarrison@a2gov.org>
Subject: A NON-DISCLOSURE AGREEMENT is Ready for Your Signature

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

A NON-DISCLOSURE AGREEMENT from SMITHGROUP, INC is ready for your signature. Please double click the attachment to review/sign the document in the Service Area Administrator Signature Queue of A2 CL - Contract Signatures.

From: [Yanga, Michele](#)
To: [Hanzel, Hillary](#)
Subject: RE: Bandemer Barton Path - Utilities
Date: Thursday, February 3, 2022 2:08:00 PM

Sure! Send it to Stephen Postema and Dawn Bagozzi, cc anyone in parks you need to cc and you can cc Stephanie Brink since she knows this one is headed our way (she's Tim and Jen's assistant).

Thanks!

Michele

From: Hanzel, Hillary <HHanzel@a2gov.org>
Sent: Thursday, February 03, 2022 2:07 PM
To: Yanga, Michele <MYanga@a2gov.org>
Subject: RE: Bandemer Barton Path - Utilities

Ok will do. Could you remind me who all from legal should be included on the request?

Hillary Hanzel, Park Planner & Landscape Architect

City of Ann Arbor | Guy C. Larcom City Hall | 301 E. Huron · Ann Arbor · MI · 48104
734.794.6230 ext.42548 (O) | Internal Extension 42548
hhanzel@a2gov.org | www.a2gov.org

From: Hanzel, Hillary
Sent: Thursday, February 3, 2022 1:52 PM
To: Yanga, Michele <MYanga@a2gov.org>
Subject: RE: Bandemer Barton Path - Utilities

Nope no one has reviewed it yet – see attached. This was a standard form that the GIS group gave me. Do you need me to submit a legal request or should I reach out to one of them directly?

Thanks,

Hillary Hanzel, Park Planner & Landscape Architect

City of Ann Arbor | Guy C. Larcom City Hall | 301 E. Huron · Ann Arbor · MI · 48104
734.794.6230 ext.42548 (O) | Internal Extension 42548
hhanzel@a2gov.org | www.a2gov.org

From: Yanga, Michele <MYanga@a2gov.org>
Sent: Thursday, February 3, 2022 1:49 PM
To: Hanzel, Hillary <HHanzel@a2gov.org>
Subject: RE: Bandemer Barton Path - Utilities

Hi, Hillary! Has this been reviewed by one of the attorneys? If not we'll need to have either Tim or Jen review this before it routes in OnBase for signature. Let me know. Thanks!

Michele

From: Hanzel, Hillary <HHanzel@a2gov.org>
Sent: Thursday, February 03, 2022 1:29 PM
To: Yanga, Michele <MYanga@a2gov.org>
Subject: FW: Bandemer Barton Path - Utilities

Hi Michele,

I have a non-disclosure agreement for releasing utility information to a consultant. Under what category should I upload this on OnBase?

Hillary Hanzel, Park Planner & Landscape Architect

City of Ann Arbor | Guy C. Larcom City Hall | 301 E. Huron · Ann Arbor · MI · 48104
734.794.6230 ext.42548 (O) | Internal Extension 42548
hhanzel@a2gov.org | www.a2gov.org

From: Matt Byrne <Matt.Byrne@ohm-advisors.com>
Sent: Thursday, February 3, 2022 10:21 AM
To: Miller, Ethan <EtMiller@a2gov.org>; Hanzel, Hillary <HHanzel@a2gov.org>; Matt Parks <matt.parks@ohm-advisors.com>
Cc: Peter Sanderson <sandersonp@washtenaw.org>
Subject: RE: Bandemer Barton Path - Utilities

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Ethan – Please see the attached revised NDA. I’ve included an Exhibit A for both Matt Parks and myself.

Thanks,

MATT BYRNE, PE | OHM Advisors®
PROJECT ENGINEER

D (734) 466-4595 C (715) 271-9693 O (734) 522-6711

matt.byrne@ohm-advisors.com | OHM-Advisors.com

From: Miller, Ethan <EtMiller@a2gov.org>
Sent: Thursday, February 3, 2022 9:27 AM
To: Matt Byrne <Matt.Byrne@ohm-advisors.com>; Hanzel, Hillary <HHanzel@a2gov.org>; Matt Parks <matt.parks@ohm-advisors.com>
Cc: Peter Sanderson <sandersonp@washtenaw.org>
Subject: RE: Bandemer Barton Path - Utilities

This Message originated outside your organization.

Hi Matt,

One more thing the City will need to get this NDA approved is to have Exhibit A's filled out by individual team members who will be accessing the GIS data directly. So, not everyone on the project team, just everyone who will be actively interacting with the source data.

Thanks.

Ethan Miller | GIS Analyst | Systems Planning
City of Ann Arbor
Guy C. Larcom City Hall | 301 E Huron St, 4th Floor
Ann Arbor, MI 48104
734-794-6430 x43745
etmiller@a2gov.org | www.a2gov.org

From: Matt Byrne <Matt.Byrne@ohm-advisors.com>
Sent: Thursday, February 03, 2022 8:43 AM
To: Hanzel, Hillary <HHanzel@a2gov.org>; Matt Parks <matt.parks@ohm-advisors.com>; Miller, Ethan <EtMiller@a2gov.org>
Cc: Peter Sanderson <sandersonp@washtenaw.org>
Subject: RE: Bandemer Barton Path - Utilities

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

Hillary – Please see the attached NDA for the Bandemer Barton GIS utilities. Let us know if you anything else for this request.

Thanks,

MATT BYRNE, PE | **OHM Advisors**[®]
PROJECT ENGINEER
D (734) 466-4595 C (715) 271-9693 O (734) 522-6711
matt.byrne@ohm-advisors.com | OHM-Advisors.com

From: Hanzel, Hillary <HHanzel@a2gov.org>
Sent: Monday, January 24, 2022 12:08 PM
To: Matt Byrne <Matt.Byrne@ohm-advisors.com>; Matt Parks <matt.parks@ohm-advisors.com>; Miller, Ethan <EtMiller@a2gov.org>

Cc: Peter Sanderson <sandersonp@washtenaw.org>

Subject: RE: Bandemer Barton Path - Utilities

This Message originated outside your organization.

Hi Matt,

Attached is a non-disclosure agreement that we need in place before GIS files can be released. I've started filling it out so please check that the information is correct and then sign and return a copy to me and I will route it for the remaining signatures here. Looking at the signatures I need, it will likely be at least 1 week minimum to get this turned around but I will do what I can to move it along quickly.

If you want a pdf map of those areas in the interim to get a sense of where things are at, we can do that as well. Ethan, is Chris Carson the one I should coordinate with in Engineering on this?

Thanks for the exhibits. I'll share them with our livery manager so we can talk more about them at our upcoming site walk.

Thanks,

Hillary Hanzel, Park Planner & Landscape Architect

City of Ann Arbor | Guy C. Larcom City Hall | 301 E. Huron · Ann Arbor · MI · 48104
734.794.6230 ext.42548 (O) | Internal Extension 42548
hhanzel@a2gov.org | www.a2gov.org

From: Matt Byrne <Matt.Byrne@ohm-advisors.com>

Sent: Monday, January 24, 2022 9:08 AM

To: Matt Parks <matt.parks@ohm-advisors.com>; Miller, Ethan <EtMiller@a2gov.org>; Steglitz, Brian <BSteglitz@a2gov.org>

Cc: Hanzel, Hillary <HHanzel@a2gov.org>; Peter Sanderson <sandersonp@washtenaw.org>

Subject: RE: Bandemer Barton Path - Utilities

You don't often get email from matt.byrne@ohm-advisors.com. [Learn why this is important](#)

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

Ethan – I've attached a pdf with the overview of the path alignment, along with some options for the pathway through the canoe livery. We're looking for utility data along the entire route, but particularly on the north and south ends of the project. I think the GIS route will be the best bet. That will help minimize redesign/field changes down the road.

Hillary – We can assist in preparing any required exhibits for the utility requests. Let us know what you think.

Thanks,

MATT BYRNE, PE | OHM Advisors®

PROJECT ENGINEER

D (734) 466-4595 **C** (715) 271-9693 **O** (734) 522-6711

matt.byrne@ohm-advisors.com | OHM-Advisors.com

From: Matt Parks <matt.parks@ohm-advisors.com>

Sent: Wednesday, January 19, 2022 4:34 PM

To: Miller, Ethan <EtMiller@a2gov.org>; Steglitz, Brian <BSteglitz@a2gov.org>

Cc: Matt Byrne <Matt.Byrne@ohm-advisors.com>; Hanzel, Hillary <HHanzel@a2gov.org>; Peter Sanderson <sandersonp@washtenaw.org>

Subject: RE: Bandemer Barton Path - Utilities

Sounds good. We can reach out to Hillary and see what she wants. I think at some point the GIS data will be better as we are looking to build a pathway (B2B) near the water facility. Shouldn't be going very deep but definitely want to nail down horizontal locations.

Matt, can you provide Ethan with the locations we may need help with and then you or I can work with Hillary to help on the form.

MATT PARKS | OHM Advisors®

PRINCIPAL

D (734) 466-4579 **C** (248) 444-8984 **O** (734) 522-6711

matt.parks@ohm-advisors.com | OHM-Advisors.com

From: Miller, Ethan <EtMiller@a2gov.org>

Sent: Wednesday, January 19, 2022 2:48 PM

To: Steglitz, Brian <BSteglitz@a2gov.org>; Matt Parks <matt.parks@ohm-advisors.com>

Cc: Matt Byrne <Matt.Byrne@ohm-advisors.com>

Subject: RE: Bandemer Barton Path - Utilities

This Message originated outside your organization.

Hi Matt,

There are a couple of options you may have to view City GIS utility data, depending on your specific need. If you truly need GIS files from the City, then your City project contact would need to have you sign a non-disclosure agreement, and then route it around the City's approval process. It's a pretty standard task, but some time and effort involved. If you could get by with just a pdf map of utility locations in a small defined geographic area, then you can request a utility location map through our Engineering department.

Let me know which option sounds best for your purposes and I can help facilitate the process for either.

Thanks.

Ethan Miller | GIS Analyst | Systems Planning
City of Ann Arbor
Guy C. Larcom City Hall | 301 E Huron St, 4th Floor
Ann Arbor, MI 48104
734-794-6430 x43745
etmiller@a2gov.org | www.a2gov.org

From: Steglitz, Brian <BSteglitz@a2gov.org>
Sent: Wednesday, January 19, 2022 2:15 PM
To: Matt Parks <matt.parks@ohm-advisors.com>
Cc: Matt Byrne <Matt.Byrne@ohm-advisors.com>; Miller, Ethan <EtMiller@a2gov.org>
Subject: RE: Bandemer Barton Path - Utilities

Hi Matt, good to hear from you and Go Blue!

Ethan Miller should be your contact. I am cc:ing him to make the virtual intro.

Best of luck.

From: Matt Parks <matt.parks@ohm-advisors.com>
Sent: Wednesday, January 19, 2022 11:52 AM
To: Steglitz, Brian <BSteglitz@a2gov.org>
Cc: Matt Byrne <Matt.Byrne@ohm-advisors.com>
Subject: Bandemer Barton Path - Utilities

This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

Brain –

Hope all is well. Great season for your football team!

Reaching out to see if you (or one of your staff) can help with utility info on the north and south end of our pathway projects that we are working with through county Parks and the City. We can provide a map on specifics and eventually will be having SME put in a Miss Dig for borings. But

wanted to start with some prelim data, even if its just GIS data.

If you could let me know who is the best person to reach out to we will get you the two particular locations of interest. Ohm is working along with Bergmann on this project.

Take care.

PS....I heard from Scio you will be filling in as interim for Craig. Congrats!!!

MATT PARKS

PRINCIPAL

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Award Winning By Design: Engineering News-Record (ENR)'s Top 500 Design Firms, 2020 | Gallup Exceptional Workplace Award 2020 | Zweig Group Hot Firm List, 2020 | Zweig Group Best Firms to Work For, 2020

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From: [Miller, Ethan](#)
To: [Ahrens, Brad](#)
Cc: [Dykman, David](#)
Subject: RE: GIS
Date: Monday, January 24, 2022 9:04:39 AM

Gotcha – I can do water/sanitary/storm utilities and parcels, but we do not have any of DTE's gas data.

Data coming soon.

From: Ahrens, Brad <Brad.Ahrens@stantec.com>
Sent: Monday, January 24, 2022 8:49 AM
To: Miller, Ethan <EtMiller@a2gov.org>
Cc: Dykman, David <DDykman@a2gov.org>
Subject: RE: GIS

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Morning,

Yes, all utility data you have (water and gas I especially need) and parcels would be a help too. I have ROW information.

Thanks!

From: Miller, Ethan <EtMiller@a2gov.org>
Sent: Monday, January 24, 2022 8:45 AM
To: Ahrens, Brad <Brad.Ahrens@stantec.com>
Cc: Dykman, David <DDykman@a2gov.org>
Subject: RE: GIS

Hi Brad,

Follow up question before I start packaging up the data – can you clarify what GIS data you need for the project areas? Just water/storm/sanitary utility data, or other items as well?

Thanks.

Ethan Miller | GIS Analyst | Systems Planning
City of Ann Arbor
Guy C. Larcom City Hall | 301 E Huron St, 4th Floor
Ann Arbor, MI 48104
734-794-6430 x43745

etmiller@a2gov.org | www.a2gov.org

From: Ahrens, Brad <Brad.Ahrens@stantec.com>
Sent: Thursday, January 06, 2022 10:21 AM
To: Dykman, David <DDykman@a2gov.org>
Cc: Miller, Ethan <EtMiller@a2gov.org>; Fiegel, David <DFiegel@a2gov.org>
Subject: RE: GIS

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Ok sounds good. I thought he had signed it. I will follow up with him.

Thanks!

From: Dykman, David <DDykman@a2gov.org>
Sent: Thursday, January 06, 2022 10:18 AM
To: Ahrens, Brad <Brad.Ahrens@stantec.com>
Cc: Miller, Ethan <etmiller@a2gov.org>; Fiegel, David <DFiegel@a2gov.org>
Subject: RE: GIS

Good Morning Brad,

In order to provide the requested GIS data we need to execute a Non-disclosure Agreement with Stantec for the project. That document has been sent to Chris Elenbaas of your office for the necessary signatures. Once I receive it back I will route it for approval signatures on our end and when complete I will then let Dave Fiegel and Ethan Miller know we have authorization to provide this information.

Please contact me with any further questions.

Regards,

Dave

David A. Dykman, P.E.
Project Manager

City of Ann Arbor | Public Services Area – Engineering
4th Floor Larcom Building – City Hall · 301 East Huron Street · Ann Arbor · MI · 48104
734.794.6410, extension 43685 (O) · 734.994.1744 (F)
ddykman@a2gov.org | www.a2gov.org | www.facebook.com/thecityofannarbor | <http://twitter.com/a2gov>



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From: Fiegel, David <DFiegel@a2gov.org>
Sent: Thursday, January 06, 2022 10:05 AM
To: Ahrens, Brad <Brad.Ahrens@stantec.com>
Cc: Dykman, David <DDykman@a2gov.org>; Miller, Ethan <EtMiller@a2gov.org>
Subject: RE: GIS

Brad, I have copied Dave Dykman and Ethan Miller

David Fiegel, Civil Engineering Specialist, Engineering

City of Ann Arbor | Guy C. Larcom City Hall · 4th Floor
301 E. Huron, Ann Arbor · MI · 48107
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Thank you.

From: Ahrens, Brad <Brad.Ahrens@stantec.com>
Sent: Thursday, January 06, 2022 9:56 AM
To: Fiegel, David <DFiegel@a2gov.org>
Subject: RE: GIS

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Morning Dave, hope you had a nice holiday. I haven't seen anything yet, can you get me their emails so I can follow up or if you want to?

Thanks!

From: Fiegel, David <DFiegel@a2gov.org>
Sent: Wednesday, December 15, 2021 10:08 AM
To: Ahrens, Brad <Brad.Ahrens@stantec.com>
Subject: RE: GIS

So I have forwarded this onto Ethan Miller and Greg Burda who extract the GIS shape files. They typically want to know who the Engineer is incase they have any questions. Hopefully they will be getting you that info soon,

David Fiegel, Civil Engineering Specialist, Engineering

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Thank you.

From: Ahrens, Brad <Brad.Ahrens@stantec.com>

Sent: Wednesday, December 15, 2021 9:42 AM

To: Fiegel, David <DFiegel@a2gov.org>

Subject: RE: GIS

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Dave Dykman

From: Fiegel, David <DFiegel@a2gov.org>

Sent: Wednesday, December 15, 2021 9:37 AM

To: Ahrens, Brad <Brad.Ahrens@stantec.com>

Subject: RE: GIS

Do you know who the Engineer is on the City side? I should know but we have a lot of projects?

David Fiegel, Civil Engineering Specialist, Engineering

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Thank you.

From: Ahrens, Brad <Brad.Ahrens@stantec.com>
Sent: Wednesday, December 15, 2021 9:35 AM
To: Fiegel, David <DFiegel@a2gov.org>
Subject: RE: GIS

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Actual GIS data, I have pdfs from the Miss Dig request. You sent me the data last time too.

Thanks!

From: Fiegel, David <DFiegel@a2gov.org>
Sent: Wednesday, December 15, 2021 9:32 AM
To: Ahrens, Brad <Brad.Ahrens@stantec.com>
Subject: RE: GIS

Hi Brad, Are you just looking for pdfs of the GIS data? I don't remember what we did last time.

David Fiegel, Civil Engineering Specialist, Engineering
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Morning Dave,

Can I get all GIS data for these 2 areas for a City project I'm working on? Or if there is a different contact, let me know. Have a great Holiday and Go Blue!!!!

Thanks!

Brad Ahrens

CAD Manager/Designer

Stantec

3754 Ranchero Drive Ann Arbor MI 48108-2771

Phone: (734) 761-1010

Brad.Ahrens@stantec.com

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From: [Miller, Ethan](#)
To: [Ahrens, Brad](#); [Dykman, David](#)
Cc: [Fiegel, David](#)
Subject: RE: GIS
Date: Friday, January 21, 2022 2:56:31 PM

Hi Brad,

Sorry for the delay – I hadn't heard that the NDA had been submitted. I'll package the data and send it your way early next week via the City's file sharing site.

Thanks.

Ethan Miller | GIS Analyst | Systems Planning
City of Ann Arbor
Guy C. Larcom City Hall | 301 E Huron St, 4th Floor
Ann Arbor, MI 48104
734-794-6430 x43745
etmiller@a2gov.org | www.a2gov.org

From: Ahrens, Brad <Brad.Ahrens@stantec.com>
Sent: Friday, January 21, 2022 1:38 PM
To: Dykman, David <DDykman@a2gov.org>
Cc: Miller, Ethan <EtMiller@a2gov.org>; Fiegel, David <DFiegel@a2gov.org>
Subject: RE: GIS

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Good afternoon and Happy Friday,

Just checking in on the status of the data. I believe the NDA has been signed and returned.

Thanks and appreciate it!

From: Dykman, David <DDykman@a2gov.org>
Sent: Thursday, January 06, 2022 10:18 AM
To: Ahrens, Brad <Brad.Ahrens@stantec.com>
Cc: Miller, Ethan <etmiller@a2gov.org>; Fiegel, David <DFiegel@a2gov.org>
Subject: RE: GIS

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Please contact me with any further questions.

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Project Manager

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David Fiegel, Civil Engineering Specialist, Engineering

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Subject: GIS

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Thanks!

Brad Ahrens

CAD Manager/Designer
Stantec
3754 Ranchero Drive Ann Arbor MI 48108-2771
Phone: (734) 761-1010
Brad.Ahrens@stantec.com

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From: [Dykman, David](#)
To: [Elenbaas, Christopher](#)
Subject: RE: Geddes Ave / Huron Parkway Bi-Weekly Design Coordination Meeting
Date: Thursday, January 6, 2022 2:34:00 PM

Thanks Chris.

David A. Dykman, P.E.
Project Manager

City of Ann Arbor | Public Services Area – Engineering
4th Floor Larcom Building – City Hall · 301 East Huron Street · Ann Arbor · MI · 48104
734.794.6410, extension 43685 (O) · 734.994.1744 (F)
ddykman@a2gov.org | www.a2gov.org | www.facebook.com/thecityofannarbor | <http://twitter.com/a2gov>



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From: Elenbaas, Christopher <Christopher.Elenbaas@stantec.com>
Sent: Thursday, January 06, 2022 1:18 PM
To: Dykman, David <DDykman@a2gov.org>
Subject: RE: Geddes Ave / Huron Parkway Bi-Weekly Design Coordination Meeting

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Dave,

Attached is the signed NDA agreement for execution by the City. Thanks

Chris Elenbaas P.E.
Project Manager

Mobile: 734-358-2029
Christopher.Elenbaas@stantec.com

Stantec
3754 Ranchero Drive
Ann Arbor MI 48108-2771



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From: Dykman, David DDykman@a2gov.org
Sent: Wednesday, January 5, 2022 1:39 PM
To: Elenbaas, Christopher Christopher.Elenbaas@stantec.com

Subject: RE: Geddes Ave / Huron Parkway Bi-Weekly Design Coordination Meeting

Chris,

Attached for completion (yellow highlighted area on page one) and signature by you and/or other appropriate individuals from Stantec, please find the Non-disclosure Agreement we discussed at this morning's meeting.

Let me know if there are any questions.

Thanks,

Dave

David A. Dykman, P.E.
Project Manager

City of Ann Arbor | Public Services Area – Engineering
4th Floor Larcom Building – City Hall · 301 East Huron Street · Ann Arbor · MI · 48104
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From: Elenbaas, Christopher <Christopher.Elenbaas@stantec.com>
Sent: Wednesday, January 05, 2022 10:56 AM
To: Dykman, David <DDykman@a2gov.org>; Naheedy, Cyrus <CNaheedy@a2gov.org>; Simons, Brian <brian.simons@stantec.com>; Sacharski, Gary <Gary.Sacharski@stantec.com>
Subject: RE: Geddes Ave / Huron Parkway Bi-Weekly Design Coordination Meeting

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Attached is the agenda with design progress notes for our upcoming meeting in a few minutes. Thanks

Chris Elenbaas P.E.
Project Manager

Mobile: 734-358-2029
Christopher.Elenbaas@stantec.com

Stantec
3754 Ranchero Drive
Ann Arbor MI 48108-2771



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-----Original Appointment-----

From: Elenbaas, Christopher

Sent: Wednesday, October 27, 2021 12:20 PM

To: Elenbaas, Christopher; Dykman, David; Cyrus Naheedy; Simons, Brian; Sacharski, Gary

Subject: Geddes Ave / Huron Parkway Bi-Weekly Design Coordination Meeting

When: Wednesday, January 5, 2022 11:00 AM-12:00 PM (UTC-05:00) Eastern Time (US & Canada).

Where: Microsoft Teams Meeting

I just kept this at the same time as our meeting today. Let me know if there is a better time slot on Wednesdays. Thanks

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

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[\(833\) 266-3861,,361210853#](#) Canada (Toll-free)

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