

Request for Proposal
Ann Arbor DDA Website Redesign



Response Due Date: Wednesday, February 20, 2019 by 4:00 p.m.

Issued By:

Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104
January 30, 2019

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**SECTION I
GENERAL INFORMATION**

A. ISSUING OFFICE

The Ann Arbor Downtown Development Authority (DDA) issued this Request for Proposal. All contact regarding this RFP should be directed to:

Maura Thomson, Communications Manager
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
Email: mthomson@a2dda.org

B. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm to redesign the current DDA website.

C. QUESTIONS

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to mthomson@a2dda.org by February 8, 2019. Responses to all questions will be posted on the DDA website (www.a2dda.org) under About the DDA, RFQ, RFP and Invitation to Bid by end of day February 12, 2019.

D. PROPOSAL FORMAT

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

E. SELECTION CRITERIA

Responses to this RFP will be evaluated by DDA staff.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the selection committee will open fee proposals. If an interview is held, the selected firms will be given an opportunity to discuss in more detail their proposal, qualifications, past experience, and fee proposal. The Ann Arbor DDA further reserves the right to interview the key personnel assigned to this project.

F. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the DDA on or before Wednesday, February 20, 2019 **by 4:00 pm** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Proposer **must submit in a sealed envelope one (1) original Proposal, four (4) additional Proposal copies, two (2) thumb drives providing digital copies of the work examples and one (1) copy of the Fee Proposal in a separate sealed envelope marked fee proposal.** Proposals submitted must be clearly marked: RFP DDA Website Redesign and list Proposer's name and address. Proposals must be addressed and delivered to:

Ann Arbor Downtown Development Authority
150 S. Fifth Ave Suite 301
(3rd floor)
Ann Arbor, MI 48104

Delivery hours are 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays. **Proposals received after the deadline or via electronic mail will be deemed unacceptable for further consideration.** Regardless of the delivery method the Proposer is responsible for the actual delivery of the Proposal. All submittals become the property of the DDA whether awarded or rejected.

The DDA will not be liable to any Proposer for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Proposer is responsible for submission of their Proposal. Additional time will not be granted to a single Proposer; however, additional time may be granted to all Proposers when the DDA determines that circumstances warrant it.

Proposal will be disqualified if:

1. If the Fee Proposal is not contained within a separate sealed envelope.
2. If the Fee Proposal is submitted as part of the digital submission. Provide Fee Proposal in hardcopy only.

G. DISCLOSURES

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

H. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the DDA are required to carefully review the Professional Services Agreement. **The DDA will not entertain changes to the standard Professional Services Agreement.**

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

I. COST LIABILITY

The DDA assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a Professional Services Agreement. The liability of the DDA is limited to the terms and conditions outlined in the Agreement.

J. SCHEDULE

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

The following is the solicitation schedule for this procurement.

RFP selection process

RFP questions must be submitted electronically to mthomson@a2dda.org by Noon	February 8, 2019
Responses to all questions will be posted on the Ann Arbor DDA website (www.a2dda.org) under “About the DDA”, “RFQ, RFP and Invitation to Bid” by end of day	February 12, 2019
RFP response deadline	February 20, 2019 by 4:00 p.m.
Selection process and Contract Award	March-April 2019

Note: The above schedule is for information purposes only and is subject to change at the DDA’s discretion.

Proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the DDA and the selected Proposer.

K. RESERVATION OF RIGHTS

1. The DDA reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.

2. The DDA reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the DDA to be in the best interests of the DDA even though not the lowest bid.
3. The DDA reserves the right to request additional information from any or all Proposers.
4. The DDA reserves the right not to consider any Proposal, which it determines to be unresponsive and/or deficient in any of the information requested within RFP.
5. The DDA reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The DDA reserves the right to select one or more Proposers to perform services.
7. The DDA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The DDA reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II BACKGROUND AND SCOPE OF WORK

ABOUT THE ANN ARBOR DDA

Downtown Development Authorities were created by the State of Michigan as a tool to counteract central city decline and ensure that the heart of our cities and regions receive careful stewardship and long-term consideration. The Ann Arbor Downtown Development Authority (DDA) is a public entity created in 1982 with the mission of undertaking public improvements that have the greatest impact in strengthening the downtown area and attracting new private investments. The DDA District consists of 67 blocks in downtown Ann Arbor, MI.

The DDA takes on infrastructure projects, both large and small, operates and maintains the City of Ann Arbor's public parking system, works to increase mobility options, funds the go!Pass, a bus pass for downtown employees, and funds grants and studies to enhance the vitality of downtown Ann Arbor.

PROJECT BACKGROUND

The current DDA website was developed in 2013. The motivation for moving forward with this complete website redesign and development is to streamline the content and design to enhance the user experience by more clearly directing users to relevant information. Other considerations for this redesign and development are to increase the mobile responsiveness of the site and to implement a strategy to allow users easy access to archived information.

OBJECTIVE

A website that will clearly present three main areas of interest in an approachable, easily navigable format with a focus on mobile responsiveness. The homepage will highlight meeting dates, contact information, newsletter sign up, and explicit direction to three main areas of interest:

- Mobility – Drive / Walk / Bus / Bike and all related information including an interactive map
- Downtown Ann Arbor – Information pertaining to downtown in general, including State of Downtown report, Area Associations, and data, reports, and studies.
- DDA – Current projects, People-Friendly Streets, Projects history (include “x” number of years and the ability to request archives), other work (tell the story of what the DDA does)

In addition, the website must include bottom tabs to capture other general and mandatory information.

SERVICES TO BE PROVIDED

Detailed Project Plan with chronology and duration including but not limited to:

- Phase 1: Needs Assessment

- Phase 2: Conceptual Design
- Phase 3: Development (including usability testing)
- Phase 4: Conversion of Existing Website and Implementation
- Phase 5: Training and Initial Support

Enabling of necessary redirects from current site to maintain SEO ranking

In house training for DDA staff including a detailed user manual

SECTION III MINIMUM INFORMATION REQUIRED

Should organize Proposals into the following Sections:

- A. Firm Identification
- B. Statement of Understanding
- C. Professional Qualifications
- D. Previous Experience with Similar Projects
- E. Proposed Work Plan
- F. Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
- G. Authorized Negotiator
- H. Appendices

The following Section describes the elements that should be included in each of these proposal sections that will be used for evaluation of the proposals.

A. FIRM IDENTIFICATION

1. State the full name, address, telephone number, and web site address of the (lead) firm and the address of any local branches or offices whose staff will be used in the project.
2. Indicate whether you operate as an individual, partnership or corporation. If a corporation, include whether it is licensed to operate in the State of Michigan. If a joint venture is contemplated, state the names and addresses of the other firms involved. If subcontractors are to be used, they must be identified in the same way.
3. Provide the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the Proposer selection process.
4. Provide the name, title, address, email, and telephone number of the individual who will negotiate with the DDA and who can contractually bind the proposer’s firm.

B. STATEMENT OF UNDERSTANDING

State your understanding of the project, your proposed approach to the assignment, and your firm’s role in accomplishing those tasks. Indicate what efforts you would typically require the client (DDA) to provide.

C. PROFESSIONAL QUALIFICATIONS

1. Include the names and positions of all staff proposed and sub-proposers, designate who will be the Principal, who will be the Project Manager in charge of the project, who will be the DDA's contact throughout the project, and who will facilitate staff training. 2. Provide the qualifications, experience, and project responsibilities of the team members assigned to this project. Provide links to three or more similar website projects team members have worked on. Qualifications and capabilities of any sub-Proposers must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, identify the technical details which make the firm qualified for this work.

D. PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

The DDA is interested in the experience of the firm(s), but more explicitly, the experience of specific staff assigned to the project. Include a list of specific experiences by the proposed project team members within the past four (4) years in the following areas:

1. Work with governmental / municipal agencies
2. Experience with archived data retrieval
3. Innovative web design

In addition, provide detailed information about previous projects of this nature, with an emphasis on the involvement of the firm's staff designated in Section C above.

1. Provide examples for three or more similar project types and links to the projects.
2. Include information on project scope, staff involved, proposed and actual schedule.
3. Include names, phone numbers, and email addresses for client contacts.

E. PROPOSED WORK PLAN

Present a detailed work plan which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (task number and individual person hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. Include sufficient detail and clarity to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the DDA involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements.
2. Discuss workload for all key team members, indicating their expected availability and the percentage of their time that will be devoted to the contract.

3. Identify information the Proposer will need from DDA staff in order to complete the project. Include estimated time and resource commitment from staff.
4. Include information pertaining to website maintenance and ongoing technical support.
5. Include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.

F. **FEE PROPOSAL**

1. Submit fee quotations in a separate sealed envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Proposer shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
2. Include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the DDA and prior to signing a formal contract, if justified. A sample of the required PSA form is included in Section IV of this RFP.

G. **AUTHORIZED NEGOTIATOR**

1. Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the DDA.

H. **EXHIBITS**

1. Legal Status of Proposer, Liability Insurance. These elements should be included as attachments to the proposal submission.

AGREEMENT BETWEEN
AND THE ANN ARBOR DDA
FOR PROFESSIONAL SERVICES

The Ann Arbor DDA, a Michigan municipal corporation, having its offices at 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA"), and _____ ("Firm") a(n) _____

(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20__.

The Firm agrees to provide professional services to the DDA under the following terms and conditions:

I. DEFINITIONS

Contract Administrator means _____, acting personally or through any appropriate staff member.

Deliverables means all Data, Plans, Reports, Recommendations, and other materials developed for or delivered to DDA by Firm under this Agreement

Project means: Downtown Transportation Demand Management Study.

II. DURATION

This Agreement shall become effective on _____, 2019, and shall conclude as outlined in Exhibit _____ by _____.

III. SERVICES

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

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

IV. COMPENSATION OF FIRM

- A. The Firm shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Firm, and approved by the Contract Administrator.
- B. The Firm will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Firm shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Firm. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Firm shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the Ann Arbor DDA, and their officers, employees, and agents from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Firm or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Professional Liability Insurance protecting the Firm and its employees in an amount not less than \$1,000,000.
 - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor DDA shall be added as additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the DDA may possess, including any self-insured retentions the DDA may have; and any other insurance the DDA does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the DDA.

- C. In the case of all contracts involving on-site work, the Firm shall provide to the DDA, before the commencement of any work under this contract, documentation demonstrating it has obtained the above-mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor DDA. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the DDA, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Firm supplies a copy of the endorsements required on the policies. Upon request, the Firm shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this contract, the Firm shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Firm shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the DDA.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Firm shall indemnify, defend and hold the DDA, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Firm or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Non-discrimination. The Firm agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.
- B. Living Wage. The Firm agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.

VII. WARRANTIES BY THE FIRM

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

- B. The Firm warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Firm warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Firm warrants that it is not, and shall not, become overdue or in default to the DDA for any contract, debt, or any other obligation to the DDA including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The DDA may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Firm, the Firm shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Firm acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Firm. The Contract Administrator shall give the Firm written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE DDA

- A. The DDA shall notify the Firm of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Firm shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the DDA. Notwithstanding any consent by the DDA to any assignment, Firm shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the DDA. The DDA and Firm acknowledge that _____ will be joining the Firm (name of primary) team to assist as outlined in Exhibits A and B.
- B. The Firm shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.
- C. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized Firms and _____ (primary service providers) acknowledges that it will be responsible for the work of any Firms (sub Firm name) included in Exhibit B.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

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

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

XIV. CONFLICT OF INTEREST

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

XV. SEVERABILITY OF PROVISIONS

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

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the DDA and the Firm with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Firm and the DDA.

FOR FIRM

By _____
Authorized Representative

FOR THE ANN ARBOR DDA

By _____
Marie Klopf, DDA, Board Chair

By _____
Susan Pollay, Executive Director

Approved as to Form and Content

Jerry Lax, DDA Attorney