



February 19, 2021

Jada Hahlbrock
Manager of Parking Services
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104

E-Mail: JHahlbrock@a2dda.org

RE: City of Ann Arbor Parking Structures
Proposal for Twenty-Year Repair and Maintenance Plan Update
WGI Proposal No. R1-21-006

Dear Ms. Hahlbrock:

WGI appreciates the opportunity to submit this proposal for professional engineering services to update the twenty-year repair and maintenance plan for the City of Ann Arbor parking structures, including maintenance and replacement budgets for elevator equipment and mechanical, electrical, and plumbing (MEP) systems and equipment.

In 2018, we completed a condition assessment of the City of Ann Arbor parking structures to identify anticipated long-term maintenance, repairs, and improvements. The assessment included a site review, report and updated twenty-year repair and maintenance plan for each structure. In 2020, we worked with Berbiglia Associates, Inc. to provide a detailed inventory and condition assessment of the MEP systems and equipment for each structure.

WGI has teamed with Berbiglia Associates, Inc. to expand the scope of MEP condition assessment prepared in 2020 and to develop maintenance and replacement budgets for the MEP systems and equipment.

WGI has also teamed with VDA to perform a quality control maintenance evaluation of the elevators and to prepare a report for each parking structure, including an equipment evaluation, life cycle analysis, maintenance and performance evaluation, and recommendations. VDA is a national firm specializing in consulting services encompassing all phases of vertical transportation systems (elevators and escalators) in both new and existing buildings. The Detroit office was established in 2016 and provides full design and engineering services for new and modernized vertical transportation equipment, Maintenance Quality Control Evaluations/Maintenance Management of existing equipment, Equipment Evaluations and Due Diligence for acquisitions, Maintenance Specifications, RFP's, and general consulting to assist clients with all areas of vertical transportation. The office is led by Brian Moran, who has over 33 years of experience in the elevator industry and a diverse background in installation, service, maintenance, project management, and general management. Refer to Exhibit A for a VDA firm profile and resume.

PROJECT UNDERSTANDING

The DDA has requested a proposal from WGI to update the twenty-year repair and maintenance plan for the City of Ann Arbor parking structures, including the review of each structure and the inclusion of the MEP condition assessment performed in 2020. The review will include structural elements, waterproofing, architectural features, MEP systems and equipment, and elevator equipment.



The parking structures to be reviewed as part of this proposal include:

- 80 - Fourth and Washington Parking Structure was constructed in 1999 and provides parking for approximately 277 vehicles. The structural system is precast concrete.
- 81 - First and Washington Parking Structure was constructed in 2013. The structural system is cast-in-place conventionally reinforced.
- 82 - Maynard Parking Structure was constructed in 1954, and expanded in 1956 and 1967, and provides parking for approximately 811 vehicles. The structural system consists of conventionally reinforced cast-in-place concrete.
- 83 - Forest Avenue Parking Structure was constructed in 2001 providing parking for approximately 863 vehicles. The structural system is precast concrete.
- 84 - Fourth and William Parking Structure was built in 1966 and expanded in 1981 and in 2006. The structure provides parking for over 1,000 vehicles. The structural system consists of conventionally reinforced cast-in-place concrete on the lower levels and cast-in-place concrete floors on steel framing on the upper levels.
- 85 - Liberty Square Parking Structure was constructed in 1984 and provides parking for approximately 598 vehicles. The structural system is cast-in-place post-tensioned concrete.
- 86 - Ann Ashley Parking Structure was designed and constructed in 1986/1987 and provides parking for approximately 773 vehicles. The structural system is precast concrete.
- 87 - Library Lane Parking Structure was constructed in 2012 providing parking for approximately 700 vehicles. The structural system is cast-in-place post-tensioned concrete.

The elevators to be reviewed as part of this proposal include:

No.	Parking Structure	# of Elevators
80	Fourth and Washington	1
81	First and Washington	<i>Refer to Note 1</i>
82	Maynard	2
83	Forest Avenue	2
84	Fourth and William	3
85	Liberty Square	4
86	Ann Ashley	2
87	Library Lane	3
Total		17

Note 1: First and Washington elevators are included in Option 1.

PROJECT APPROACH

The following is our proposed scope of work to complete the condition assessment and to update the Twenty-Year Repair and Maintenance Plan:



- 1) Review existing documentation, including drawings, specifications, previous repairs, previous reports, etc.
- 2) Visually review structural elements (slabs, beams, columns, etc.) to identify areas of deterioration, including cracking and corrosion damage.
- 3) Visual review of exposed non-structural elements to identify areas of deterioration, or areas requiring maintenance. This will include items such as plumbing, electrical, architectural features, waterproofing, etc.
- 4) Perform a chain drag in representative areas to help identify continued slab corrosion damage.
- 5) Document items of concern on plan drawings. We will also identify work that remains under warranty from previous projects. Documentation will also include appropriate photographs.
- 6) Provide MEP consulting services:
 - a. Participate in a meeting with Republic Parking and DDA to discuss equipment and systems including maintenance history and costs. Prepare meeting minutes.
 - b. Update the MEP conditions assessment spreadsheets prepared in 2020 to include additional equipment and systems (heat trace, sanitary/storm piping, and snowmelt system) and any additional information provided in meeting with Republic Parking and DDA.
 - c. Provide field survey as required.
 - d. Provide maintenance budgets and replacement budgets based on the updated MEP conditions assessment spreadsheets.
- 7) Provide elevator consulting services:
 - a. Provide Maintained Condition Quality Control Evaluation on the seventeen (17) elevator outline above.
 - i. Review operation and physical condition of hoisting equipment, control systems, door apparatus, operating and signal fixtures.
 - ii. Review housekeeping practices, record test dates based on equipment tags and audit wiring diagrams and/or other record documents stored on site.
 - iii. Provide a Life Cycle Analysis Matrix, including remaining service life of primary elevator components and estimated target replacement years and costs.
 - b. Issue a Quality Control Evaluation report for each parking structure that will include maintenance deficiencies, operating efficiencies, life cycle matrix, our recommendations applicable to these units and/or how it compares to established contract standards.
 - i. If applicable, provide recommendations for system improvements, revised safety Code compliance and/or related non-elevator building conditions noted at the time of survey analysis.
 - c. Attend up to one (1) web-based meeting with the Client and/or the maintenance contractor to discuss our findings and remedial solutions.
 - d. Optional Services:
 - i. Option 1 – Provide Maintained Condition Quality Control Evaluation and issue a Quality Control Evaluation report for the two (2) elevators at First & Washington Parking Structure.



- ii. Option 2 – Perform a follow-up review, approximately sixty (60) days after initial evaluation, to ensure that any previously noted deficiencies have been satisfactorily rectified by the Maintenance Contractor and issue a follow-up report with our findings.

8) Update the 20 Year Repair and Maintenance Plan for each structure.

ANTICIPATED PROJECT SCHEDULE

WGI will perform our review and update the twenty-year repair and maintenance plan by August 31, 2021.

FEE SUMMARY

WGI proposes to provide professional services as outlined above on an hourly and lump sum fee basis plus reimbursable expenses. Reimbursable expenses include travel expenses. The following table summarizes our proposed fees and anticipated expenses:

Professional Services	Pay Basis	Professional Fees	Estimated Expenses
WGI Michigan, Inc.	Hourly	\$25,400	\$500
Berbiglia Associates, Inc.	Hourly	\$17,710	\$0
VDA	Lump Sum	\$9,775	\$0
Total		\$52,885	\$500

Our proposed fees are based on the following hourly billing rates:

WGI Staff	Hourly Rates
Senior Project Manager	\$185
Project Manager	\$160
Restoration Specialist	\$125
Project Engineer	\$110
Drafting	\$100

Berbiglia Staff	Hourly Rates
Principal	\$125
Electrical Engineer	\$115
Mechanical Engineer	\$115
Designer	\$95
Drafting	\$85

Our proposed fees for the optional services outlined above in the project approach:

- Option 1 – First & Washington elevator evaluation and report \$1,200 lump sum
- Option 2 – Elevator deficiencies follow-up review \$4,747 lump sum



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

Very truly yours,
WGI Michigan, Inc.

Justin Thomson
Project Manager

Michael Ortlieb, PE
Vice President, Parking Solutions

Attachments:

- Exhibit A – VDA firm profile and resume
- Exhibit B – WGI Contract Terms and Conditions

ACCEPTED BY:

Ann Arbor Downtown Development Authority

- Base Fees plus expenses (\$53,385)
 Option 1 (Add \$1,200)
 Option 2 (Add \$4,747)

Signature

Maria K. Thomson

Printed Name

Interim Executive Director

Title

March 3, 2021

Date

WGI MICHIGAN, INC.
AGREEMENT PROVISIONS
January 2020

1. **Performance:** WGI Michigan, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the CLIENT.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis and due with 30 calendar days.
3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to CLIENT. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by CLIENT. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
4. **Reimbursable Expenses:** Direct costs including prints, copies, mileage, shipping, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at cost.
5. **Cost Estimates:** Client hereby acknowledges that WGI cannot warrant that estimates of probable construction or operating costs provided by WGI will not vary from actual costs incurred by Client.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless CLIENT requests other disposition. After notification to CLIENT, WGI may charge CLIENT for extended storage of materials, records, or equipment.
7. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor WGI, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.
8. **Hazardous Materials:** WGI shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. WGI's Services expressly exclude any Services for CLIENT involving or related in any manner to hazardous substances. If WGI becomes aware of hazardous materials at the Project site, WGI will notify the CLIENT.
9. **Events of Default:** CLIENT shall be in default under this Agreement if (i) it fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) it fails to observe or perform any other term, condition, or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates, or liquidates its business, or its business fails, or its legal existence is terminated or suspected, (v) it commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against CLIENT, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
10. **Ownership of Instruments of Service:** Completed original documents, such as final contract plans, specifications, etc, prepared or obtained by WGI as provided under the terms of this Agreement will be submitted in final form. The final form of the originals will be delivered to and become the property of the CLIENT. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of WGI as instruments of service but will be made available, upon request, to the CLIENT. If the event any of the above documents are revised by the CLIENT, the nameplates of WGI will be removed and the CLIENT will assume full responsibility for the reuse of these documents.
11. **Electronic Files:** Any electronic files provided are non-certified recordings of printed documents prepared by WGI. These files are provided only for the convenience of CLIENT, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WGI may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at CLIENT'S, or other Receiving Party's, sole risk.



- 12. Successors and Assigns:** Neither the CLIENT nor WGI will assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other
- 13. Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy, or claim upon any person or entity not a signatory to this Agreement.
- 14. Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT'S sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
- 15. Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
- 16. Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and CLIENT, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and CLIENT.
- 17. Mediation:** All *disputes* between the Parties arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
- 18. Insurance:** WGI shall maintain the following insurance for the duration of this Agreement. 1) General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate, and \$5,000,000 umbrella; 2) Automobile Liability - \$1,000,000; 3) Workers' Compensation – as required by law; and 4) Professional liability - \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The Ann Arbor Downtown Development Authority (CLIENT), City of Ann Arbor, and Republic Parking shall be named as additional insured under the General Liability insurance.
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- 19. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
- 20. Construction Observation:** WGI, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to advise Client of defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work.
- 21. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.
- 22. Deviations from Contract Documents:** WGI shall report to the Client known deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.



- 23. Certificates for Payment:** WGI shall review and certify the amounts due to Contractor and shall issue certificates for such amounts. Such certification for payment shall constitute a representation to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 24. Rejection of Work:** WGI shall have authority to reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 25. Submittals:** WGI shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. WGI's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 26. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 27. Change Orders:** WGI shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 28. Submittals and Final Completion:** WGI shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating that the Work complies with the requirements of the Contract Documents.
- 29. Interpretations and Decisions:** Interpretations and decisions of WGI shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
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