Request for Qualifications
Downtown Streetscape Design & Engineering Services

RFQ#17-23

Response Due Date: Wednesday, August 16th, 2017 by 4:00 p.m.

Issued By:
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104
July 26th, 2017
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SECTION 1
GENERAL INFORMATION

Issuing Office
The Ann Arbor Downtown Development Authority (DDA) issued this Request for Qualifications. All contact regarding this RFQ should be directed to:

Amber Miller, DDA Projects Manager
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
Email: amiller@a2dda.org

Introduction
The Ann Arbor Downtown Development Authority (DDA) requests statements of qualifications from professional planning, design, and engineering firms/teams for Downtown Ann Arbor Street Projects: First, Ashley, and William Streets.

About the DDA
DDAs 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 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 often takes on infrastructure projects that impact downtown streets, ranging from large transformative streetscape improvements to smaller bike parking installations and trip hazard repairs. The work of the DDA is done by a small staff and a volunteer Board of twelve citizens, appointed by the Mayor and City Council. The majority of Board Members are downtown residents, employees, or business owners.

Project Background & Scope
In 2015, the DDA and City of Ann Arbor collaborated to create the Ann Arbor Downtown Street Design Manual. This Manual set shared goals, design parameters, and specifications for downtown street projects.

After completion of the Manual, the Ann Arbor DDA Board prioritized capital projects and began implementation. The DDA is currently designing improvements for Huron Street in downtown Ann Arbor and is ready to begin study and design for the next group of projects:

- A one-way to two-way traffic conversion and streetscape improvement on First and Ashley Streets;
- A protected bike lane on William Street

See Attachment B for a map of the DDA project areas. The DDA intends to hire one team for both projects, but may choose to prequalify multiple firms/teams. The two
projects include:

1. **First and Ashley Streets – study and design for a potential two-way traffic conversion.** This project focuses on First and Ashley Streets, between Kingsley and Mosley.
   - First and Ashley Streets are located on the western edge of the DDA District. They were converted to one-way streets in the late 1960’s as part of the failed Packard-Beakes Bypass. The one-way conversion was the first step in this project, and while the full bypass did not move forward, the one-way configuration remains today.
   - The DDA views two-way traffic restoration as an opportunity to transform the streets and adjacent uses, supporting a higher quality of place and increased benefit for all users. The overarching goals are to better connect First and Ashley Streets to the adjacent commercial and residential neighborhoods, improve the walking and biking experience, and encourage vibrant commercial and development activity that engages the sidewalk.
   - The project will begin with outreach and analysis to refine project goals and determine the feasibility of restoring First and Ashley to a traditional two-way street grid. Upon completion of the analysis, the project will include designing the conversion, watermain upsizing, and streetscape improvements (potentially a shared-use path, new sidewalks, decorative pavers, stormwater infiltration, lighting, landscaping, etc).
   - The Ann Arbor Railroad line intersects both First and Ashley Streets; design for enhanced crossing treatments and signals may be required as part of the conversion.
   - The scope of work will include analysis, outreach and public feedback, preliminary and final design phases, creation of civil plan documents, City civil plan review, a complete set of construction documents for bidding by the DDA, and consultation through construction.
   - The anticipated project budget, including analysis, design and construction, is approximately $9M.

2. **William Street – study and design for a potential protected bike lane.** This project focuses on William Street, from Third Street to State Street.
   - William Street serves as the southern DDA boundary for a portion of the district. Outside of the campus and residential areas, the street lacks a strong identity and varies in width and number of lanes.
   - The goal of the project is to provide a safe and desirable bicycle route for residents, workers, and visitors to connect from near downtown residential neighborhoods and campus to the downtown area - encourage cycling, increasing commercial activity, and sending a clear message that Ann Arbor is a bike-friendly city.
   - The project will begin with outreach and analysis to determine that William Street is the appropriate street to meet the project goals. City and DDA staff believe that this corridor has potential to serve as a continuous east–west bicycle corridor, but more analysis is needed. A pilot study may be helpful to inform the project.
   - The project will include upsizing a water main for a small portion of the street, from Third Street to Ashley.
The scope of work will include analysis, outreach and public feedback, preliminary and final design phases, creation of civil plan documents, City civil plan review, a complete set of construction documents for bidding by the DDA, and consultation through construction.

The anticipated project budget, including analysis, design, and construction, is approximately $2M.

Given the range in work scope and skill set, project teams should expect to emphasize different skill sets for individual projects and project phases.

**Project Approach**

While the DDA’s streetscape projects vary in location and complexity, the desired approach is consistent. For a streetscape design process to be successful, input from and involvement by members of the DDA, various City units, a variety of downtown stakeholders, and the public will be necessary. The consultant is expected to coordinate, consult, and work closely with DDA and City staff throughout the project. In addition, they will need to develop an approach that elicits meaningful public input from a variety of stakeholders. The First, Ashley, and William Street Projects have overlap with the [Huron Street](#) and [Treeline Urban Trail Projects](#) that are underway – coordination among teams will be essential to the success of all projects.

The [Downtown Street Design Manual](#) is the guiding document for all street projects and any process should begin with the goal of comprehensively working to:

- Enhance mobility, accessibility and safety in downtown; prioritizing an engaging and attractive pedestrian experience
- Reinforce downtown’s identity, unique sense of place and community stewardship
- Strengthen commerce and economic vitality downtown
- Demonstrate environmental practices, and sustainability
- Create streets that are well planned, managed, adaptable, and readily maintained

Projects must address street context and functional use - enhancing quality of place, reinforcing a neighborhood’s unique identity, and improving access. Within the constrained downtown ROW’s, improvements must respond to the needs of a street, both current and future, by including location sensitive solutions as Street Typology changes. All streetscape projects will align with the designated street types, corresponding design elements, and element standards detailed in the Manual.

**Project Timeline**

Consultant involvement in initial design work and public outreach will begin fall 2017.


**Anticipated Schedule for Selection**

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<th>RFQ selection process</th>
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RFQ response deadline  August 16th, 2017 at 4:00 pm
RFQ review & evaluation         August 16th – 18th, 2017
Interviews                  August 23rd - 31st, 2017
Anticipated consultant selection       September, 2017

The schedule above is subject to change at the DDA’s discretion.

**Submissions and Clarifications**  
Eight hardcopies of the submittal response and two electronic copies (CD or flash drive) are required, and the information included within should be as concise as possible. The total submittal should not be more than 50 numbered pages (25 sheets) with material on two sides. Statements of Qualifications must arrive at the Ann Arbor DDA Office no later than **Wednesday, August 16th, 2017 at 4:00 p.m. EDT.**
Statements of Qualifications received after the deadline or via electronic mail will be deemed unacceptable for further consideration. Regardless of the delivery method the Submitter is responsible for the actual delivery of the Statements of Qualifications. All submittals become the property of the DDA whether awarded or rejected.

All information as submitted is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). Submission contents will not be deemed proprietary information, and individuals who submit qualifications will be provided opportunities to review other submittals if requested. The DDA accepts no financial responsibility for costs incurred by any Submitter responding to this RFQ. By responding to this RFQ the Submitter agrees to hold the DDA harmless in connection with the release of any information contained in its qualifications response.

Should any prospective Submitter be in doubt as to the true meaning of any portion of this RFQ, or should the Submitter find any ambiguity, inconsistency, or omission therein, the Submitter 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 amiller@a2dda.org by 5 pm on August 7th, 2017. A single email response will be provided by the DDA to all Submitters who expressed interest by August 9th, 2017.

Selection Process
A committee made up of DDA Board Members as well as DDA and City staff will review RFQ submissions and decide which Submitter(s), if any, will be invited for interviews. The criteria used in the RFQ evaluation will include, but will not necessarily be limited to the following:

· Project understanding
· Experience of the firm(s), and more explicitly the experience of specific staff assigned to the project
· Experience of the specific staff with engineering, analysis, and design expertise working on similar projects, including:
  · Two-way traffic conversions in a variety of commercial and downtown areas – the DDA is looking for a team member(s) that have led numerous projects involving analysis and design of two-way street conversions. Experience in successful one-way to two-way conversions will be critical to the team.
  · Protected bike lanes in constrained ROWS
· Experience of the specific staff in a variety of focus areas related to downtown street design, including:
  · Non-motorized and Complete Streets design
• Design and detailing expertise
• High quality landscape design
• Green Streets and stormwater management and design in restricted ROW’s
• ADA Standards
• Vision Zero
• Traffic modeling
• Underground utilities and accurately accounting for these elements in design
• Flexible street design that allows for multiple uses beyond traffic movement
• Experience working with downtown street design manuals
• Experience with community outreach and engagement, and a proven ability to work with diverse stakeholder groups and effectively communicate technical information to a lay audience
• Experience with the City of Ann Arbor standards and processes
• Capacity of the firm/team to adapt to the needs of the project or project phase, accommodating design, engineering, and other skill sets as needed
• Proven ability of the team to work as an integrated unit across firms or disciplines (design, engineering, outreach, etc) and with client staff

The group may select three or fewer firms/teams to prepare for possible interviews. The DDA has no pre-selected candidates for this project. The DDA may prequalify multiple teams/firms.

**Interview Process**
If selected through the RFQ process, the Submitter(s) will be invited for interviews and given the opportunity to discuss in more detail their qualifications and past experiences.

The interview shall consist of a presentation of approximately fifteen (15) minutes by the Proposer, including the person who will be the project manager, followed by approximately forty five (45) minutes for questions and answers. Audiovisual aids may be used. Following the interview, the Committee may request additional information.

Following the interview, the selected Submitter will be expected to prepare a detailed proposal/scope of work for approval by the DDA. The DDA will seek to negotiate a mutually acceptable agreement with the highest ranked Submitter. If the agreement is mutually agreeable, the selected Submitter will be asked to sign a professional services agreement (PSA) in the same format as Attachment A. Please be advised that the DDA will not modify the language contained in the PSA. In the case that a mutually acceptable agreement cannot be reached, the DDA may commence negotiations with the second highest qualified Submitter.

**Reservation of Rights**
The DDA reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the award in any manner the DDA believes to be in its best interest.
SECTION 2
RFQ SUBMITTAL REQUIREMENTS

1. Firm Identification.
   - 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.
   - Indicate whether you operate as an individual, partnership or corporation. 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.
   - Provide the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
   - 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.

2. 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 tasks you would typically require the client (DDA) to provide.

3. Technical and Management Approach.
   - Include the names and positions of all staff proposed and sub-consultants.
   - Designate who will be the Principal, who will be the Project Manager in charge of the project, and who will be the DDA’s contact throughout the project.
   - Provide the qualifications, experience, and project responsibilities of the team members assigned to this project.
   - Briefly address how the efforts of each of the team members will be coordinated. If the work is to be shared among firms and offices at different locations, indicate what work is to be performed in each office.
   - Proposals must discuss workload for all key team members, indicating their expected availability and the percentage of their time that will be devoted to the contract.

4. Previous Experience. Provide detailed information about previous projects of this nature, with an emphasis on the experience of the staff members involved.
   - Provide examples for four or more similar projects.
   - Include information on project scope, staff involved, proposed and actual schedule, and original budget and final cost.
   - Convey how the project demonstrates alignment with DDA project approach and goals
   - Outline outreach approach, including the types of outreach tools and extent used
• Convey design team involvement through project construction, including field modifications, the type of modifications, and cause.
• Include names, phone numbers, and email addresses for client contacts.

5. Project Schedule. Indicate your team’s capacity to commit to a fall 2017 start and stay in place through the design and construction consultation phases.
SECTION 3
ATTACHMENTS
Attachment A – Standard Professional Services Agreement

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 ________________________________

(“Consultant”) a(n) ________________________________

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

with its address at ________________________________

agree as follows on this ______ day of ____________, 20__.

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

I. DEFINITIONS

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

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

Project means: ________________________________.

II. DURATION

This Agreement shall become effective on ____________, 2017, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

A. The Consultant agrees to provide professional engineering 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 Consultant 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 Consultant 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 CONSULTANT

A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed $________________.

B. The Consultant 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 Consultant shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Consultant. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

A. The Consultant 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 Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
1. Professional Liability Insurance protecting the Consultant 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 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 Consultant 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 Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

B. Living Wage. The Consultant agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.
VII. WARRANTIES BY THE CONSULTANT

A. The Consultant 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 Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

C. The Consultant 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 Consultant 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 Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

C. Consultant 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 Consultant. The Contract Administrator shall give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Consultant 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, Consultant 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 Consultant acknowledge that ______________________ will be joining the Consultant team to assist as outlined in Exhibits A and B.

B. The Consultant 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 consultants and ________________ (primary service providers) acknowledges that it will be responsible for the work of any consultants 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 Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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 Consultant 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 Consultant and the DDA.
FOR CONSULTANT

By ________________________________

FOR THE ANN ARBOR DDA

By

___________________________
Susan Pollay, Executive Director