

REQUEST FOR PROPOSAL

RFP # 988

SIGN ORDINANCE DEVELOPMENT

City of Ann Arbor
Community Services



Due Date: November 29, 2016 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION 1- GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking the services of an agency (firm, nonprofit organization, private agency) in connection with the creation of a Sign Ordinance to regulate and ensure the location, design, construction, and maintenance of signs in the City of Ann Arbor. Through analysis of existing ordinances, consultation with the public and community stakeholders, the City is seeking an innovative sign ordinance that protects public safety, health, aesthetics, and the public welfare, while allowing effective communication.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before November 14, 2016 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Brett Lenart, Planning Manager - blenart@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - cspencer@a2gov.org

Should any prospective consultant be in doubt as to the true meaning of any portion of this RFP, or should the consultant find any ambiguity, inconsistency, or omission therein, the consultant shall make a written request for an official interpretation or correction by the due date got questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the consultant's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

There will be no pre-proposal meeting.

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 consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any respondents, the interviews will be held at a mutually agreeable time in December 2016.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the consultant's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City Procurement Unit on, or before, November 29, 2016 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: “**RFP No.988 – SIGN ORDINANCE DEVELOPMENT**” and list the consultant’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the City.

A proposal will be disqualified if:

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.**
- 3. The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.**

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a consultant'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 Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review the this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

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

This RFP and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. HUMAN RIGHTS REQUIREMENTS

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful consultant must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or

situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The consultant must clearly state the reasons for the protest. If a consultant contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the consultant to the Purchasing Manager. The Purchasing Manager will provide the consultant with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

O. 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 schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	November 14, 2016, 10:00 a.m.
Proposal Due Date	November 29, 2016, 2:00 p.m.
Tentative Interviews (if needed)	December 2016
Selection/Negotiations	December 2016
Expected City Council Authorizations	January 2017

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected consultant will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City 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 City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all consultants.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City 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 City reserves the right to select one or more consultants to perform services.
7. The City 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 RFP, unless clearly and specifically noted in the proposal submitted.
8. The City 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 - SCOPE OF SERVICES

The City of Ann Arbor is seeking qualified agency to draft a new Sign Ordinance. The current sign ordinance is attached to this RFP. The City is interested in a new, innovative sign ordinance that is reflective of new technologies, approaches, and is consistent with all applicable regulations and case law. The City desires a partner that will help guide the City toward a new sign ordinance that is reflective of modern practices and challenges.

The work performed by the selected agency shall include, but not be limited to, the following services:

1. Review the existing Sign Ordinance, provided in Attachment A.
2. Identify regulations within the existing Sign Ordinance that conflict with case law regarding sign regulation, inclusive of Reed v. Town of Gilbert, Arizona ruling.
3. Identify alternate approaches or models of modern sign ordinances that can meet City intent. Evaluate model ordinances for wide variety of components, including, but not limited to intents and purposes; regulatory framework; content neutrality; technology accommodation (animated, LED, etc.); graphics, etc. – *[Anticipated Deliverable – Example Sign Ordinance Models and recommendation of model and/or approach based on staff and community input]*
4. Consultation on sign ordinance needs with stakeholders (e.g. Historic District Commission, Planning Commission, Downtown Development Authority) and public. *[Anticipated Deliverable – Summary report of community feedback on needs and opportunities for revised Sign Ordinance]*
5. Prepare an amended sign ordinance to address findings and feedback. Work with staff on preliminary revisions. *[Anticipated Deliverable – Draft Sign Ordinance]*
6. Present proposed sign ordinance to stakeholders for consideration and recommendation to City Council. Estimated 6 total meetings. *[Anticipated Deliverable – Creation of shareable presentation to provide at board and commission meetings and share with general public on basis of recommended Sign Ordinance]*
7. Presentation of proposed ordinance to City Council at two meetings, for first and second reading. *[Adoption of Sign Ordinance by Ann Arbor City Council by August 2017]*

The primary contact for this work will be the City of Ann Arbor Planning Services area. A project sub-committee will be assembled to provide feedback and direction to the process, and the selected agency should anticipate minimum frequency of monthly meetings with staff and/or subcommittee through the duration of this project.

Consultant's Proposal

In keeping with the objective, the description, the requirements, and the consultant's tasks as previously indicated in this Request for Proposal, the consultants submitting proposals shall outline in detail the manner in which the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.
- D. Working relationship between consultant and City staff.
- E. Information which will assist the City to determine the consultant's capability of performing the work.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Consultants should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the working relationship between the consultant and City staff, and the company's general philosophy in regards to providing the requested services.

Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

Fee schedules shall be submitted 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 relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Consultants 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.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

F. Attachments

Legal Status of Consultant, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than four members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 10 sheets (20 sides), not including required attachments and resumes.

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Existing City of Ann Arbor Sign Ordinance

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

ATTACHMENT A
CHAPTER 61 – SIGNS AND OUTDOOR ADVERTISING

Chapter 61 - SIGNS AND OUTDOOR ADVERTISING

5:500. - Application of chapter.

Signs may be erected or maintained in the City of Ann Arbor only as permitted by this chapter and subject to other restrictions contained in this Code. The sign regulations of this chapter are intended to ensure that signs are located, designed, sized, constructed, installed, and maintained in a way that protects and promotes safety, health, aesthetics, and the public welfare while allowing adequate communication. If any portion of this chapter is determined to be a violation of law, that portion shall be severed from the remainder of the chapter and shall be revised to reflect the least possible change that avoids the violation of law; and the remainder of this chapter shall remain in effect and be interpreted as closely as possible to the original intent of this chapter without violating state or federal law. It is the specific intent of the city that if any portion of this chapter is determined to be an impermissible content-based regulation, such a determination shall not result in the invalidation of any other portion of this chapter. Regardless of any other provision in this chapter, noncommercial messages may be placed or substituted on any lawfully permitted sign.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 13-04, § 1, 6-17-13)

5:501. - Definitions.

The following words and phrases shall have the meanings set forth in this section when they are used in this chapter:

- (1) *Area* (or other reference to square measure) means the entire area within a circle, triangle or parallelogram enclosing the extreme limits of writing representation, emblem or any figure of similar character together with any frame or other material or other color forming an integral part of the display or used to differentiate it from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. Where a sign has 2 or more faces, the area of all faces shall be included in determining the area of the sign. Where a sign consists solely of lettering painted or mounted on a wall, any blank area which is more than 10 percent of the area of the sign as otherwise computed shall be disregarded.
- (2) *Billboard*. An off-premises sign with an area in excess of 200 square feet.
- (3) *Building*. A permanent structure for human occupation.
- (4) *Business*. Any legal use of a building, other than for a home occupation, or residence by a person, firm or corporation. Although contained in the same building as another business and owned by the same person, an activity may be treated as a separate business if it is physically separated from, uses different personnel than, and provides different products or services than such other related business.
- (5) *Business center*. A group of 5 or more businesses which collectively have a name different than the name of any of the individual establishments and which have common private parking and entrance facilities, or which is a platted business subdivision.
- (6) *Changeable copy*. That portion of a sign that is designed or used to display characters, letters, words, or illustrations that can be readily changed or rearranged by manual, mechanical, or electronic means without altering the face of the sign.
- (7) *Distance from a building to a sign* shall be measured from the nearest wall of the building, or, in the case of a gasoline service station, the nearest gasoline pump, to the furthest portion of the sign or its supporting structure.
- (8) *Exterior sign*. Any sign other than an interior sign.

- (9) *Frontage*. The length of the portion of a building occupied by a single business facing a street adjacent to the premises on which the business is located.
- (10) *Illuminated* or *illumination* refers to lighting of a sign by any type of artificial light, whether by emission or reflection.
- (11) *Interior sign*. A sign within the walls of a building.
- (12) *Maximum heights* shall be measured from grade to the highest edge of the sign surface or its projecting structure.
- (13) *Message unit*. Each of the following equals 1 message unit: a word, an abbreviation, a number, a symbol, a geometric shape, a person's or firm's initials, a web site, an electronic mail address. Letters or numbers 4 inches or smaller in height and punctuation marks are not counted in computing a number of message units. When a business has a sign with identical sign messages facing opposite directions, only the message units on 1 side of each such pair shall be counted in computing the permitted number of message units.
- (14) *Minimum height* shall be measured from grade to the lowest edge of the sign surface or its projecting structure.
- (15) *Nit* means a measure of luminance equal to one candela per square meter.
- (16) *Nonconforming sign*. A sign that was lawfully permitted at the time it was erected, but is not permitted under current law. This does not include any temporary sign, banner, or placard, including signs affixed to the interior or exterior of windows.
- (17) *Off-premises sign*. A sign other than an on-premises sign.
- (18) *On-premises sign*. A sign which advertises only goods, services, facilities, events, or attractions on the premises where located.
- (19) *Political sign*. A sign whose message relates to a candidate for political office, or to a political party, or to a political issue or an ideological opinion.
- (20) *Premises*. The contiguous land in the same ownership or control which is not divided by a public street.
- (21) *Public right-of-way* or *right-of-way*. For purposes of this chapter only, all public streets, highways, sidewalks and alleys.
- (22) *Sign*. A name, identification, description, display, light, balloon, banner, or illustration which is affixed to, or painted, or otherwise located or set upon or in a building, structure or piece of land and which communicates information or directs attention to an object, product, place, activity, person, institution, organization, or business and which is visible from any public street, sidewalk, alley, park, or public property. The definition includes any support structure, lighting, or other accessory features. The definition includes interior and exterior signs but not signs primarily directed at persons within the premises of the sign owners. The definition does not include goods displayed in a window. The definition does not include religious symbols or paintings which do not display lettering and do not advertise a business, product or service.
- (23) *Temporary sign*. A sign intended for a limited period of display.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 11-86, 4-10-86; Ord. No. 32-94, § 1, 4-4-94; Ord. No. 10-01, § 1, 3-19-01; Ord. No. 13-04, § 2, 6-17-13)

5:502. - Exterior business signs.

- (1) Each ground floor business is permitted exterior on-premises signs having an area totaling 2 square feet per linear feet of ground floor frontage. The total area of such signs may not exceed 200 square feet. Such signs may contain a total of 10 message units and shall meet the placement standards contained in this section.

- (2) Placement.
- (a) Signs attached to a building shall not extend more than 3 feet above the building or 4 feet from the wall of the building. The extension from the wall or roof shall be measured from the location of attachment.
 - (b) Ground signs. Signs not structurally attached to a building shall be at least 5 feet from all property lines. Such signs shall be permitted a maximum height of 1 foot for each 2 feet the sign is set back from the nearest property line, provided that the height of any such sign shall not exceed 25 feet.
 - (c) Marquee. Signs may be located on a building marquee or awning which is over a public sidewalk provided that such structures shall not extend more than 8 feet over the public right-of-way nor be closer than 3 feet to the curb line.
 - (d) Minimum height. No portion of any sign which extends over the public right-of-way shall be less than 8 feet above the public right-of-way.
- (3) Area and message unit exceptions. The following signs shall be exempt from the message unit and area limitations contained in this section, but shall be subject to the placement regulations of this section:
- (a) *Gasoline price signs.* A gasoline service station shall be permitted signs on each pump island indicating the prices and types of gasoline and the type of service. The area of such signs shall not exceed 20 square feet per pump island.
 - (b) *Theater signs.* Theaters shall be permitted 200 square feet of additional signs designed for periodic message change which indicate the entertainment at the theater.
 - (c) *Business center.* A business center may have a sign identifying, by name only, the business center and the businesses contained therein. Such a sign may have an area of 2 square feet for each 1 linear foot of building frontage, but not more than 200 square feet of total area. The changeable copy portion of such a sign shall not exceed 50% of the area of the sign and shall not exceed 30 square feet per sign and 15 square feet per sign face. No such sign may be erected until after the City Attorney has reviewed the permit application to determine whether it meets the standards of this chapter.
 - (d) *Alley signs.* A business with an entrance on an alley shall be permitted additional sign area of 1 square foot of sign for each linear foot of alley frontage and 10 additional message units solely for signs facing said alley.
- (4) *Message unit exceptions.* The message unit restrictions of subsection 5:502(1) have the following exceptions, provided that the area and placement provisions of that section are met.
- (a) A business without ground floor frontage shall be permitted signs having 10 message units to advertise that business, provided that the total area of all exterior signs on any building shall not exceed the total sign area permitted for businesses in the building having ground floor frontage.
 - (b) A business with frontage on more than one street may be permitted 10 additional message units on each additional street side.
 - (c) Business name. If the name of the proprietor of a business exceeds 10 message units, said name may be displayed on each street frontage provided no other message units are displayed by that business on said frontage.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 12-83, 4-18-83; Ord. No. 11-86, 4-10-86; Ord. No. 70-87, § 1, 11-16-87; Ord. No. 29-98, § 1, 7-20-98; Ord. No. 10-01, § 2, 3-19-01; Ord. No. 13-04, § 3, 6-17-13)

5:503. - Interior business signs.

- (1) *Permanent.* A business shall be permitted interior signs which occupy not more than 25% of the window area of each floor level of said business, provided that the message units on said signs when combined with those on any exterior signs do not exceed the number permitted by section 5:502. If the permanent interior signs will exceed 25% of the window area of a floor level of a business, they shall be treated as exterior signs and shall be permitted only if they meet all the requirements of section 5:502.
- (2) *Temporary.* A business shall be permitted temporary interior signs which occupy not more than 25% of the window area of said business. No such sign shall be displayed for more than 30 business days in any 60-day period.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82)

5:504. - Residence signs.

- (1) *Single and 2-family houses.* Townhouses and detached single-family and duplex houses are permitted signs having a total area of 3 square feet indicating the address and names of the occupants.
- (2) *Multiple family residences.* Apartment houses, fraternity houses, sorority houses, cooperative houses, retirement homes, tourist homes and religious institutions are permitted signs having a total area of 12 square feet indicating only the address, the names of the occupants and the name of the building or organization.
- (3) *Subdivisions.* Subdivisions of single and 2-family homes and housing complexes of more than 1 apartment or town house building are permitted signs identifying the subdivisions or housing complex. Such signs shall have an area of not more than 50 square feet and a height of not more than 8 feet. A subdivision or housing complex shall not have a total of more than 2 such signs nor more than 1 per entrance.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82)

5:505. - Temporary signs.

Unilluminated on-premises temporary exterior signs may be erected in accordance with the regulations of this section.

(1) *Single- and 2-family real estate—For sale signs.*

- (a) A single sign with a maximum height of 48 inches and a maximum width of 36 inches, including the support structure and all riders, and with the bottom of the sign a minimum of 6 inches from the ground, advertising the sale of a single- or 2-family house or variant property adjacent to such a house is permitted.
- (b) Such a sign shall be set back at least 15 feet from the street and at least 5 feet from the inside edge of the sidewalk, or in accordance with Table 5:505 when conditions do not permit such placement. Provided, that if a legally existing obstruction on the property prevents the sign from being seen from the street when the sign is placed in accordance with the foregoing placement requirements, then the sign may be affixed to or placed immediately in front of such obstruction, so long as the display face of the sign is parallel to the right-of-way line, and so long as the sign is not placed within the public right-of-way.
- (c) A sign advertising the sale of a property must be removed within 48 hours after the closing on the sale.

(2) *Single- and 2-family real estate—Rental signs.*

- (a) A single sign with a maximum height of 48 inches and a maximum width of 36 inches, including the support structure and all riders, and with the bottom of the sign a minimum of

6 inches from the ground, advertising the rental of a single- or 2-family house or variant property adjacent to such a house is permitted.

- (b) Such sign shall be set back at least 15 feet from the street and at least 5 feet from the inside edge of the sidewalk, or in accordance with Table 5:505 when conditions do not permit such placement. Provided, that if a legally existing obstruction on the property prevents the sign from being seen from the street when the sign is placed in accordance with the foregoing placement requirements, then the sign may be affixed to or placed immediately in front of such obstruction, so long as the display face of the sign is parallel to the right-of-way line, and so long as the sign is not placed within the public right-of-way.
- (c) A sign advertising the rental of a property must be removed within 48 hours after the property is no longer available for rent.

Table 5:505—Minimum Distances from Street and Sidewalk for Placement of Temporary Signs

Sidewalk				No Sidewalk	
Street to House Less than 20 Feet		Street to House 20 Feet or More		Street to House Less than 20 Feet	Street to House 20 Feet or More
Sidewalk to House Over 5 Feet	Sidewalk to House 5 Feet or Less	Sidewalk to House Over 5 Feet	Sidewalk to House 5 Feet or Less		
5 Feet from Inside Edge of Sidewalk	Interior Sign or Affixed to Exterior of House	15 Feet from Street and 5 Feet from Inside Edge of Sidewalk	Interior Sign or Affixed to Exterior of House	2/3 Distance from Street to House	20 Feet to Sign from Edge of Street

- (3) *Real estate.* A sign with a total area not in excess of 12 square feet advertising the sale or rental of real estate other than single- or 2-family houses is permitted pursuant to a permit having a maximum duration of 120 days. It shall have a maximum height of 10 feet and shall be set back 25 feet unless attached to a permanent building.
- (4) *Single- and 2-family real estate—Contractor signs.*

- (a) A single sign with a maximum height of 48 inches and a maximum width of 36 inches, including the support structure and all riders, and with the bottom of the sign a minimum of 6 inches from the ground, identifying the builders or other construction contractors on a single- or 2-family residential construction-site is permitted, provided that only a builder or other construction contractor who is engaged in work which requires a building permit from the city may erect such a sign.
 - (b) Such sign shall be set back at least 15 feet from the street and at least 5 feet from the inside edge of the sidewalk, or in accordance with Table 5:505 where conditions do not permit such placement. Provided, that if a legally existing obstruction on the property prevents the sign from being seen from the street when the sign is placed in accordance with the foregoing placement requirements, then the sign may be affixed to or placed immediately in front of such obstruction, so long as the display face of the sign is parallel to the right-of-way line, and so long as the sign is not placed within the public right-of-way.
 - (c) A sign identifying a builder or other construction contractor may not be erected until issuance of the building permit for the work being done by said builder or other construction contractor and must be removed at the completion of construction.
- (5) *Other real estate—Contractor signs.* On a site other than a single- or 2-family residential construction-site, signs with a total area of 50 square feet per street with vehicle entrance which identify a project and its developers, contractors, engineers, brokers and architects are permitted, provided that the site currently is being developed, and provided that such signs may be erected only for projects which includes work which requires a building permit from the city. Such signs shall have a maximum height of 10 feet and shall be set back from the street at least 25 feet unless attached to a building, construction fence or barricade and shall be removed at the completion of construction.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 10-01, § 3, 3-19-01)

5:506. - Political signs.

- (1) A sign whose message relates to a candidate for political office, or to a political party, or to a political issue or an ideological opinion, is permitted, subject to the following conditions.
 - (a) Each sign shall have a maximum height of 48 inches and a maximum width of 36 inches, including the support structure and all riders, and shall have the bottom of the sign a minimum of 6 inches from the ground.
 - (b) Such signs shall be set back at least 15 feet from the street and at least 5 feet from the inside edge of the sidewalk, or in accordance with Table 5:505 where conditions do not permit such placement. Provided, that if a legally existing obstruction on the property prevents the sign from being seen from the street when the sign is placed in accordance with the foregoing placement requirements, then the sign may be affixed to or placed immediately in front of such obstruction, so long as the display face of the sign is parallel to the right-of-way line, and so long as the sign is not placed within the public right-of-way. Permission to locate such signs on private property shall be obtained from the owner or occupant of the property on which such signs are located.
 - (c) A sign which advocates or opposes a candidate for public office or a position on an issue to be determined at an election shall be removed not more than 18 hours after the election.
 - (d) Other political signs shall not be subject to any specified time limit but must be removed if they become dangerous or otherwise are prohibited by section 5:508.
- (2) The following provisions apply on election days, only, to signs that directly or indirectly make reference to an election, a candidate, or a ballot question and that are erected on property on which a public polling place is located. Such signs are not subject to the placement requirements of subsection (1), but no such sign:

- (a) Shall be erected within 100 feet of any entrance to a building in which a polling place is located;
- (b) Shall be erected in the public right-of-way, except that such a sign that complies with all other provisions of this subsection (2) may be erected in that portion of a public right-of-way not meant for pedestrian or vehicular traffic, which is contiguous with and on the same side of the street as the property on which the polling place is located. Permission from the owner of the property on which the polling place is located shall not be required to erect such a sign in the limited portion of the public right-of-way that this ordinance permits;
- (c) Shall be erected such that it hinders or obstructs the free and safe passage of pedestrians and vehicles in the public right-of-way;
- (d) Shall be erected more than 18 hours before the polls open; and,
- (e) Shall remain on the property on which the polling place is located or in the public right-of-way more than 18 hours after the polls close.

(Ord. No. 32-94, § 2, 4-4-94; Ord. No. 10-01, § 4, 3-19-01; Ord. No. 34-06, § 1, 7-3-06)

5:507. - Permitted signs.

The following signs are permitted, notwithstanding any prohibition contained in this chapter other than prohibitions contained in section 5:508, section 5:510, and section 5:510.1.

- (1) Address numbers with a numeral height not greater than 12 inches for residences and 24 inches for businesses.
- (2) Names of building occupants painted on or attached to the building with a letter height not greater than 2 inches.
- (3) Exterior signs having a total area of not more than 3 square feet on goods displayed within 6 feet of the front of the building.
- (4) Portable real estate "open house" signs with an area not greater than 6 square feet. One such sign may be located on the premises being sold. No more than 2 additional such signs are permitted and may be placed in the public right-of-way, notwithstanding the prohibition in subsection 5:508(12) provided, however, that a property owner shall have the right to remove and destroy or otherwise dispose of without notice to any person, signs which are placed without his or her permission on his or her property, including signs placed in that portion of the public right-of-way which is an easement across the property. All of the signs permitted by subsection 5:507(4) and pertaining to a single property may be displayed only for 6 hours during 1 day in any 7-day period. All such signs shall be located so as not to interfere with the free passage of vehicular and pedestrian traffic upon the public right-of-way, and so as not to constitute a hazard to public safety.
- (5) Paper notice placed on bulletin boards or on kiosks that have an area of no more than 10 square feet.
- (6) Authorized signs of the state or a political subdivision of state.
- (7) Signs of a religious institution, school, museum, community recreational facility or library indicating the name, current displays or activities and having an area not greater than 50 square feet.
- (8) Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface of a building or when constructed of bronze or other incombustible material affixed to a building.
- (9) Flags bearing the official design of a nation, state, municipality, educational institution or noncommercial organization, provided that the flag pole is set back from all property lines a minimum distance of 1 foot for every 1 foot of pole height.

- (10) Special event signs, banners or search lights approved by the City Council or City Administrator.
- (11) Permanent signs on vending machines, gas pumps or ice containers indicating only the contents of such devices provided that such devices must be located within 10 feet of the building. The sign area of each such device may not exceed 6 square feet.
- (12) Signs not exceeding 6 square feet each which contain only noncommercial messages including designation of restrooms, telephone location, restrictions on smoking, door openings and private traffic control and parking signs.
- (13) One sign per parking lot not exceeding 3 square feet per sign face and 6 feet in height identifying the business and providing driving and parking information.
- (14) Interior signs up to 4 square feet indicating property is for sale or for rent.
- (15) Plaques or signs not exceeding 2 square feet designating a building as a historical structure.
- (16) Business signs not exceeding 2 square feet per sign face containing information on credit cards and business affiliations.
- (17) Temporary signs as provided for in section 5:505.
- (18) Political signs as defined in subsection 5:501(15) and as provided for in section 5:506.
- (19) Signs affixed to a freestanding station that provides rental or sharing of bicycles to the public when the station is part of a system that has received funds or equipment from the City of Ann Arbor, including such a station that has been authorized by the city to occupy a public right-of-way. The total sign area shall be 20 square feet or less, the maximum height of any sign shall be 8 feet, and no sign face shall exceed 6 square feet. Up to 7 square feet of off-premises signs shall be permitted and the provisions of section 5:509 shall not apply.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 29-98, § 2, 7-20-98; Ord. No. 10-01, § 5, 3-19-01; Ord. No. 13-04, § 4, 6-17-13; Ord. No. 15-05, § 1, 3-16-15)

5:508. - Prohibited signs.

Any sign that is not specifically permitted by this chapter is prohibited. The following signs are prohibited:

- (1) Signs which incorporate in any manner or are illuminated by any flashing, intermittent, or moving lights. This section does not prohibit barber poles which meet the other requirements of this chapter.
- (2) Exterior banners, pennants, spinners and streamers, other than a banner or pennant used as a permitted sign under section 5:502, or a special event banner under subsection 5:507(10).
- (3) Exterior string lights used in connection with a commercial premises, other than holiday decorations.
- (4) Any sign which has any visible motion other than permitted flags or banners.
- (5) Any sign which is structurally or electrically unsafe.
- (6) Any sign erected on a tree or utility pole except signs of any political subdivision of this state.
- (7) Any business sign or sign structure now or hereafter existing which no longer advertises a bona fide business conducted or a product sold.
- (8) Except as provided in subsection 5:507(4) and Chapter 47, section 4:14, any freestanding exterior sign not permanently anchored or secured to either a building or the ground.

- (9) Any sign on a motor vehicle or trailer which is parked in front of a business for the purpose of advertising a business or product or service of a business located on the premises where such vehicle is parked.
- (10) Any sign on a motor vehicle or trailer which projects more than 6 inches from the surface of such a vehicle when it is parked at a location visible from a public street.
- (11) Any sign structure or frame no longer containing a sign.
- (12) Any sign erected on the public right-of-way, except for signs of a political subdivision of this state, portable "open house" signs as permitted by subsection 5:507(4), political signs as permitted by section 5:506, portable business signs as permitted by Chapter 47, section 4:14, and signs affixed to a freestanding bicycle station as permitted by subsection 5:507(19). The city may remove and destroy or otherwise dispose of, without notice to any person, any sign which is erected on the public right-of-way in violation of this subsection.
- (13) Billboards.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 28-98, § 1, 7-20-98; Ord. No. 10-01, § 6, 3-19-01; Ord. No. 34-06, § 2, 7-3-06; Ord. No. 13-04, § 5, 6-17-13; Ord. No. 15-05, § 1, 3-16-15)

5:509. - Off-premises signs.

Off-premises signs are permitted only in accordance with the following regulations and any other applicable provision of this Code:

- (1) No such sign shall have a total area in excess of 200 square feet. For each contiguous parcel of land, the maximum permitted area for on-premises signs for all businesses on that parcel shall be reduced 1 square foot for each square foot of off-premises signs on that parcel.
- (2) It shall have a maximum height not greater than 25 feet.
- (3) It shall not be closer than 300 feet to any other off-premises sign.
- (4) It shall have a maximum height of 1 foot for each 2 feet it is set back from the nearest public right-of-way line and must not be closer than 50 feet to any on-premises sign and 500 feet to any playground, school, residential dwelling, church or park.

(Ord. No. 8-86, 3-3-86; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 13-04, § 6, 6-17-13)

5:510. - Illumination.

- (1) Signs permitted by sections 5:502, 5:503, 5:504 and subsections (1), (2), (7), (11) and (12) of sections 5:507 and 5:509 may be illuminated.
- (2) All electric signs and outline lighting shall be installed in accordance with the electrical code adopted by the city as referenced in Chapter 100 of this Code. Every electric sign of any type, fixed or portable, shall be listed and installed in conformance with that listing, unless otherwise permitted by special permission.
- (3) In order to prevent glare, illuminated signs shall not emit more than 5,000 nits in full daylight and 100 nits between dusk and dawn. All illuminated electronic signs shall have functioning ambient light monitors and automatic dimming equipment which shall at all times be set to automatically reduce the brightness level of the sign proportionally to any reduction in the ambient light. In order to verify compliance with City Code or other applicable law, the interface that programs an electronic sign shall be made available to city staff for inspection upon request. If the interface is not or cannot be made available upon the city's request, the sign shall cease operation until the city has been provided proof of compliance with City Code.

- (4) Regardless of any other requirement, illuminated signs shall not project light that exceeds 1/10 of a foot candle above the ambient light at any property line bordering any R1, R2, R3, R4, or R6 zoning district, as defined in Title V of Ann Arbor City Code.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 29-98, § 3, 7-20-98; Ord. No. 13-04, § 7, 6-17-13)

5:510.1. - Changeable copy.

- (1) The changeable copy portion of a sign shall not exceed 50% of the area of the sign and shall not exceed 30 square feet per sign and 15 square feet per sign face.
- (2) Scrolling or traveling of a message on changeable copy is prohibited.
- (3) Changeable copy shall not change more than once every 15 minutes.
- (4) Changeable copy shall not and shall not appear to flash, undulate, pulse, blink, expand, contract, bounce, rotate, spin, twist, or otherwise move.

(Ord. No. 13-04, § 8, 6-17-13)

5:511. - Permits.

No sign regulated by sections 5:502, 5:505 or 5:509 shall be erected, altered, relocated or maintained unless a permit for it is obtained from the city in accordance with the following regulations:

- (1) *Application for erection permit.* Application for erection permits shall be made upon forms provided for by the city and shall contain or have attached thereto the following information:
 - (a) Name, address and telephone number of the applicant.
 - (b) Location of building, structure, or lot to which the sign is to be attached or erected.
 - (c) Position of the sign in relation to nearby buildings, structures and property lines.
 - (d) Two drawings of the plans and specifications and method of construction and attachment to the building or in the ground.
 - (e) Copy of stress sheets and calculations, if deemed necessary, showing the structure as designed for dead load and wind pressure in accordance with regulations adopted by the city.
 - (f) Name and address of the person, firm, corporation or association erecting the structure.
 - (g) Insurance policy or bond as required herein.
 - (h) Such other information as the city may require to show full compliance with this and all other applicable laws of the City of Ann Arbor and the State of Michigan.
 - (i) In the discretion of the city, when the public safety requires it, the application containing the aforesaid material shall, in addition, bear the certificate or seal of registered architect or engineer as a condition to the issuance of a permit.
 - (j) Permit applications for illuminated electronic signs shall include a copy of the manufacturer's specifications for luminance.
- (2) *Permit fee.* The fees for sign permits shall be established by resolution of the City Council upon the recommendations of the City Administrator.
- (3) No permit shall be required for ordinary servicing, repainting of existing sign message or cleaning of a sign. No permit is required for change of message of sign designed for periodic message

change without change of structure, including a bulletin board or billboard, but not including a sign to which a new permanent face may be attached.

- (4) No permit shall be issued pursuant to section 5:502 unless the applicant displays on the premises the street address number in digits having a height of at least 3 inches which also meet the requirements of Chapter 2 of this Code.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 41-92, § 1, 6-15-92; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 13-04, § 9, 6-17-13)

5:512. - Liability insurance.

If any wall, projecting, pole or roof sign is suspended over a public street or property or if the vertical distance of such sign above the street is greater than the horizontal distance from the sign to the street property line or parapet wall and so located as to be able to fall or be pushed onto public property, then the owner of such sign shall keep in force a public liability insurance policy in the amount of \$50,000.00 for injury to 1 person, \$100,000.00 for injury to more than 1 person and \$25,000.00 for damage to property. In lieu of an insurance policy as required herein, an owner may present proof satisfactory to the City Attorney that said owner is financially capable of self-insurance in the above amounts.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94)

5:513. - Authorized sign erectors.

Every person, before engaging or continuing in the business of erecting or repairing signs in the City of Ann Arbor, shall obtain an annual sign erector's license. To obtain said license he shall first furnish the city a public liability insurance policy in the amount of \$50,000.00 for injury to 1 person, \$1,000,000.00 for injury to more than 1 person and \$25,000.00 for damage to property. In lieu of an insurance policy as herein required, an erector may present proof satisfactory to the City Attorney that the said erector is financially capable of self-insurance in the above amounts. Said license shall terminate upon the expiration of the insurance policy unless evidence of renewal is filed with the City Clerk. The license may be suspended or revoked in the manner provided by Chapter 76 (Licenses) of this Code. All persons erecting, installing, repairing, replacing or otherwise engaging in such activities with respect to an electric sign or outline lighting must also be appropriately licensed as required by the Michigan Electrical Administrative Act 217 of 1956, as amended.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 29-98, § 4, 7-20-98)

5:514. - Materials and design.

The materials, design and maintenance standards of Chapter 98 of this Code shall be met by all signs whether or not visible from public property. Nothing contained in Chapter 98 shall be construed to permit any sign prohibited by this chapter.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94)

5:515. - Inspections.

A person who owns or controls a sign and a person who owns or controls the property where a sign is located shall make the sign available for city staff to inspect for compliance with City Code or other applicable law upon the city's request.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 13-04, § 10, 6-17-13)

5:516. - Nonconforming signs.

- (1) Unless otherwise provided in this chapter or other applicable law, nonconforming signs may be used, maintained, or repaired in the same form and type as they existed at the time they became nonconforming.
- (2) No nonconforming sign:
 - (a) Shall be changed to another nonconforming sign;
 - (b) Shall have any change made in the words or symbols used or the message displayed on the sign unless the sign is specifically designed for periodic change of message;
 - (c) Shall have any change made in the structure, shape, size, type, design, or mechanical or electrical equipment of the sign unless the change brings the sign into compliance with this chapter; however the Building Official may order repair of a nonconforming sign for safety;
 - (d) Shall be re-established or maintained after the activity, business or usage to which it relates has been discontinued for 90 days or longer;
 - (e) Shall be repaired or erected after being damaged if the repair or erection of the sign would cost more than 50% of the cost of an identical new sign;
 - (f) Shall have any change made that would result in different type of or greater illumination of the sign or change a non-luminescent sign to a luminescent sign;
 - (g) Shall have any change made to add mechanical or electronic features, except ambient light monitors to regulate brightness in accordance with this Code.
- (3) If the owner of a sign or the premises on which a sign is located changes the location of a building, property line, or sign, or changes the use of a building so that any sign on the premises is rendered nonconforming, such sign must be removed or made to conform to this chapter.
- (4) Notwithstanding the foregoing, signs which violate subsections (5), (6), (7), (8), (9) or (10) of section 5:508 shall not be maintained in existence after September 1, 1975.
- (5) Billboards lawfully existing as of April 10, 2013 may be maintained or repaired in the same form and type so as to continue the use of the billboard in the same manner as its use as of April 10, 2013, however such billboards may not be expanded, enlarged, or extended and may not be altered to add illumination, changeable copy, or other features that were not lawfully present as of April 10, 2013. Billboards lawfully existing as of April 10, 2013 may be removed for maintenance or repair purposes in accordance with this section upon obtaining a permit from the city, however if the billboard is not reinstalled within 90 days of removal, the nonconforming use shall be deemed abandoned and the billboard may not be reinstalled.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 13-04, § 11, 6-17-13)

5:517. - Appeals.

The Zoning Board of Appeals shall have power to hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, decision or determination made by the Planning Manager, or any other administrative official, in connection with the enforcement of this chapter. The Zoning Board of Appeals shall have power to authorize a variance from the strict application of this chapter where such application will result in practical difficulties or unnecessary hardships to the person owning or having the beneficial use of the property or sign for which a variance is sought. For a building or property that is

designated as historic by federal, state or local government, the Zoning Board of Appeals may consider it to be a hardship or practical difficulty and may grant a variance, if the Historic District Commission has made a determination that a proposed sign is necessary and integral to the historic character of the building or property. The appeal procedures for the Zoning Board of Appeals in Chapter 55 shall be applicable to appeals under this chapter.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 42-91, § 2, 6-15-92; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 10-01, § 7, 3-19-01; Ord. No. 43-04, § 26, 1-3-05; Ord. No. 12-32, § 1, 11-8-12; Ord. No. 13-04, § 12, 6-17-13)

5:518. - Penalties and enforcement.

It shall be unlawful for any person to erect, construct, maintain, enlarge, alter, move or convert any sign in the City of Ann Arbor, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this chapter. A violation of any of the provisions of this chapter shall be a civil infraction punishable with a fine of not more than \$5,000.00 and not less than \$100.00 plus costs and all other appropriate remedies. Each day that a violation continues shall be deemed a separate violation. Any sign constituting an immediate hazard to health and safety shall be deemed a nuisance and may be removed by the city at the expense of the owner of the sign and assessed under the provisions of section 1:292 of this Code; and provided, further, that except for those signs which may be removed and destroyed or otherwise disposed of by the city in accordance with subsection 5:508(12), any sign unlawfully erected, altered or maintained may be removed by the city at the expense of the sign owner and assessed under the provisions of section 1:292 of this Code after said sign owner has been ordered in writing to remove said sign by the city and has refused to do so without providing justification for so refusing at a hearing to be held by the Planning Manager. The City Attorney may apply to a court of appropriate jurisdiction for an order requiring the removal of a sign in violation of this chapter.

(Ord. No. 55-74, 6-9-75; Ord. No. 33-82, 8-2-82; Ord. No. 32-94, § 3, 4-4-94; Ord. No. 28-98, § 2, 7-20-98; Ord. No. 25-04, § 6, 8-2-04; Ord. No. 13-04, § 13, 6-17-13)

**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

\$12.93 per hour

If the employer provides health care benefits*

\$14.43 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and _____

(“Contractor”) a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

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

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The City 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 quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor 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 Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) 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. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor 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 Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor 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 City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

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

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor 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 Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor 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 City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance

notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor 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 City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48103

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor 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 City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor 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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor 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 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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 or current equivalent. 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 A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City 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 City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. 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 City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.