CALLING ALL DESIGNERS, ARTISTS AND CONSERVATIONISTS

You Design a Winning, Green Bus Shelter
We’ll Give You $18,000 to Build It!

The Sisters of St. Joseph Neighborhood Network and the Erie Metropolitan Transit Authority invite conservationists, artists, designers and the public to submit their concepts and construction plans for a new bus shelter using green technology.

The winning Green Bus Shelter will be installed at 18th and State St. and will serve both as a practical waiting place for EMTA riders and as public art for the whole neighborhood.

DEADLINE FOR ENTRY: JULY 31, 2017
Green Bus Shelter Design Contest
Call for Designers, Artists and Conservationists

The Sisters of St. Joseph Neighborhood Network and Erie Metropolitan Transit Authority invite conservationists, artists, designers and the public to submit their concepts and construction plans for a new bus shelter using green technology to be installed on State Street at West 18th Street. The structure will serve both as a practical waiting place for public transit riders and as public art for the community as a whole.

Questions may be sent by e-mail to Sisters of St. Joseph Neighborhood Network, at info@ssjnn.org.

All proposals must be received by 4:00 pm EST on July 31, 2017. Proposals received after this deadline will not be accepted.

Project Background

Revitalization through the Neighborhood Assistance Tax Credit Program
With support from Highmark Health Insurance, Marquette Savings Bank, Northwest Savings Bank, Erie Insurance and PNC Bank, the Sisters of St. Joseph Neighborhood Network (SSJNN) have created a 6-year plan for the revitalization of neighborhoods served by the SSJNN. Goals of the plan include strategies for long-term “Safe, Clean and Green” beautification and transformation of the built environment.

Green Technology, Artistic and Public Integration
SSJNN and the Erie Metropolitan Transit Authority (EMTA) are working together to bring green technology and artistic elements to the bus shelter provided by EMTA on State Street at the intersection of West 18th Street. Site design includes signage, logos, ADA compliance and functional shelter and seating. The purpose of this project is to create a more vibrant, sustainable, and connected neighborhood through the fusion of public art, public transit and public spaces. The environmental benefits of green technology, combined with a richer streetscape shaped by public art, means higher quality of life for the community. This initiative seeks to engage EMTA passengers and connect people and neighborhood places along the State Street transit corridor in a meaningful way.

Neighborhood and Public Input
Art can be an integral part of a community’s identity. Accordingly there will be a focus on community involvement in the selection process of the final contest winner. In addition to green features, the design selected will incorporate required elements for ADA compliance and practical functionality, while also incorporating artistic homage to the identity of the adjacent Little Italy neighborhood.

Your artist statement should clearly allow the selection committee to understand how the neighborhood’s identity has influenced your concept. Connection to the neighborhood identity is an important part of the selection criteria.
Green Bus Shelter Design Contest
Request for Proposals

The successful finalist replying to this RFP will be or represent an individual, collaboration, company, or corporation possessing relevant experience and expertise to both design and fabricate the structure. Supporting documentation must thoroughly describe the applicant’s expertise for similar products and work-related to planning, coordination, and implementation of an urban art bus shelter which includes green technology, and how the applicant would approach and execute the projects outlined in the scope of work. A proven experience in integrating green technology is recommended.

Scope of Work

The goal is to replace the current bus shelter at the Northwest corner of 18th Street/State Street. The RFP calls for the installation of a double shelter with outer dimensions 6’ x 20’.

Requirements:

1. **EMTA Requirements for ADA Compliance for the transportation facility**
   a. See Attached Document, **ADA 810 Transportation Facility Compliance**
   b. **Suggested but optional**: use of the ADA-compliant shelter structure ordered through EMTA to be used as a base design. See Attached Document, EMTA Brasco Model SL0520 Base Structure

2. **Elements which must be included:**
   Seating, garbage, recycling and cigarette butt receptacles, display space for standard EMTA route signage, EMTA and SSJNN logos

3. **Climate needs must be considered**, effecting orientation of shelter, sun and wind exposure, snow and rainfall, etc.

4. **Green Features:**
   Include at least two green features in the design. Possible choices include but are not limited to:
   a. **Lighting**: Solar powered, high-efficiency LED
   b. **Green Roof/Roof Garden**
   Bus shelters offer an ideal surface for greening, providing an attractive green space in our concrete dominated urban streets and offering much needed shade for waiting passengers. The living vegetation installed on the bus shelter is in a prime position to filter pollution and particulates from transport exhausts thereby protecting the health of waiting passengers. Greening of the bus shelters also highlights the value of integrating sustainable design and green travel.
c. **Rainwater Catch Basin**

d. **Sustainable, local and/or recycled building materials used for:**
   - Shelter structure
   - Trash, recycling and cigarette receptacles
   - Vendor boxes
   - EMTA signage/Information case/Advertising
   - Seating

e. **Bicycle Storage**

5. **Artistic Expression**
   
   Use of artistic expression in the design of a bus shelter that is led by the desire to communicate ideas about the nature of human activities, not simply to house them. It takes into consideration the audience or daily user of the facility and finds a way of building a stronger community through a thoughtful space.

6. **Maintenance/Care Plan**
   
   A maintenance/long term care plan needs to be included for all elements of the bus shelter. Attach care instructions, if available.

7. **Placement of bus shelter: EMTA will oversee and place the bus shelter at its location.**

8. **Completion of work and installation: Arrangements for site delivery must be made with EMTA which ensure complete installation by December 1, 2017**
Proposal and Qualifications

The proposal should focus on addressing the vendor’s ability to provide the implementation outlined in the scope of work. Please provide the following:

1. **Cover Letter:** A letter signed by the individual applicant or principal contact with authority to enter an agreement on behalf of a collaborative, firm, company, or corporation, binding the applicant(s) to all comments made in the proposal.

2. **Qualifications and Experience:** A description of the history, experience, and qualifications of the individual, collaborative, firm, company, or corporation and any proposed subcontractors* to perform the scope of work. Please include:
   a. Resumes and biographies of all principals assigned to the project.
   b. List of capabilities corresponding to the scope of work.
   c. List of similar/relevant projects the firm/company/corporation has undertaken including results achieved.
   d. References from similar projects the firm/company/corporation has undertaken.

   *If any element of the scope will be subcontracted, please provide the same information for the subcontracting firm.

3. **11” x 17” Full-color artistic rendering of design** (or hi-resolution .pdf if submitting electronically)

4. **Approach to Scope of Work**
   e. For each scope of work element provide:
      i. Detailed description of approach and steps
      ii. Timeline citing partners or subcontractors involved in the project. (If using the Brasco SL0520 base structure, timeline must consider listed lead time.)
      iii. Budget, not to exceed $18,000 and inclusive of all materials, labor and fees for design, fabrication and delivery to site. (If using the Brasco SL0520 base structure, budget must include the listed cost of this structure.)
   f. Resources for best management practices regarding incorporated green practices must to be cited.
   g. Submit three (3) hard copies **OR (1)** electronic copy in .pdf format to:

   SSJNN/CONTEST  
   425 West 18th Street  
   Erie, PA 16502  
   info@ssjnn.org

**Proposal deadline:** Proposals must be received by 4:00 pm EST on July 31, 2017. Proposals received after this deadline will not be accepted.
Evaluation and Award Notification

Proposal Evaluation Process

A design review committee consisting of representatives from SSJNN, EMTA, the Little Italy Revitalization Association (LIRA), Environment Erie, the Downtown Improvement District, Erie Reader and additional community partners will review all submitted proposals and select contest finalists.

The proposal will be evaluated based on the following criteria:
1. 20 pts Qualification and range of experience of project staff and subcontractors
2. 20 pts Knowledge of project requirements based on outline in scope of work
3. 20 pts Use of green technology
4. 15 pts Art Element: artistic expression and integration of community building considerations
5. 15 pts Presentation, including readability and conveyance of technical and artistic aspects
6. 10 pts Project costs/Value

After review of the submissions, the committee may request to meet with the potential candidates prior to selecting finalists.

Finalists’ proposals will enter a 14-day public viewing process, to include public posting of design rendering and narrative of design intent, media advertisement, active integration of community comment via social media and online polling.

Winner will be notified by August 21, 2017 and will be asked to attend a public announcement on August 22, 2017. The successful applicant will be required to sign a contract with SSJNN accepting responsibility for the performance of services as stated in their proposal.

Final award will be publicly announced August 22, 2017.

Applicants not awarded the work outlined will be notified by email or mail.

Provisions

The SSJNN and EMTA assume no responsibility and no liability for costs incurred relevant to the preparation and submission of the RFP by prospective applicants or any costs prior to issuance of a contract.

The SSJNN and EMTA also retain the right to reject any and all of the proposals submitted, and to make any award deemed to be in the best interest for the organizations.

A contract between the SSJNN and the selected vendor will be subject to in accordance with all Federal, State, and local laws, as may be applicable.
Contest and Promotion Schedule

- June 1: Contest Open
- July 31: Submission Deadline
- August 1: Design committee evaluates entries
- August 4: Finalists announced, online voting opens
- August 18: Voting closes
- August 22: Winner announced
810 Transportation Facilities

810.1 General. Transportation facilities shall comply with 810.

810.2 Bus Boarding and Alighting Areas. Bus boarding and alighting areas shall comply with 810.2.

Advisory 810.2 Bus Boarding and Alighting Areas. At bus stops where a shelter is provided, the bus stop pad can be located either within or outside of the shelter.

810.2.1 Surface. Bus stop boarding and alighting areas shall have a firm, stable surface.

810.2.2 Dimensions. Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.
Figure 810.2.2 Dimensions of Bus Boarding and Alighting Areas

Note to Reader: The Department of Transportation’s ADA standards indicate that compliance is required to the extent construction specifications are within a public entity’s control:

810.2.2 Dimensions. Bus boarding and alighting areas shall provide a clear length of 96 inches (2440 mm), measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm), measured parallel to the vehicle roadway. Public entities shall ensure that the construction of bus boarding and alighting areas comply with 810.2.2, to the extent the construction specifications are within their control.

810.2.3 Connection. Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route complying with 402.

810.2.4 Slope. Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.

810.3 Bus Shelters. Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.
810.4 Bus Signs. Bus route identification signs shall comply with 703.5.1 through 703.5.4, and 703.5.7 and 703.5.8. In addition, to the maximum extent practicable, bus route identification signs shall comply with 703.5.5.

EXCEPTION: Bus schedules, timetables and maps that are posted at the bus stop or bus bay shall not be required to comply.

810.5 Rail Platforms. Rail platforms shall comply with 810.5.

810.5.1 Slope. Rail platforms shall not exceed a slope of 1:48 in all directions.

EXCEPTION: Where platforms serve vehicles operating on existing track or track laid in existing roadway, the slope of the platform parallel to the track shall be permitted to be equal to the slope (grade) of the roadway or existing track.

810.5.2 Detectable Warnings. Platform boarding edges not protected by platform screens or guards shall have detectable warnings complying with 705 along the full length of the public use area of the platform.

810.5.3 Platform and Vehicle Floor Coordination. Station platforms shall be positioned to coordinate with vehicles in accordance with the applicable requirements of 36 CFR Part 1192. Low-level platforms shall be 8 inches (205 mm) minimum above top of rail.

EXCEPTION: Where vehicles are boarded from sidewalks or street-level, low-level platforms shall be permitted to be less than 8 inches (205 mm).

Note to Reader: The Department of Transportation’s ADA standards note permitted alternatives where compliance is not operationally or structurally feasible in light rail, commuter rail, or intercity rail systems:

810.5.3 Platform and Vehicle Floor Coordination. Station platforms shall be positioned to coordinate with vehicles in accordance with the applicable requirements of 36 CFR part 1192. Low-level platforms shall be 8 inches (205 mm) minimum above top of rail. In light rail, commuter rail, and intercity rail systems where it is not operationally or structurally feasible to meet the horizontal gap or
vertical difference requirements of part 1192 or 49 CFR part 38, mini-high platforms, car-borne or platform-mounted lifts, ramps or bridge plates or similarly manually deployed devices, meeting the requirements of 49 CFR part 38, shall suffice.

EXCEPTION: Where vehicles are boarded from sidewalks or street-level, low-level platforms shall be permitted to be less than 8 inches (205 mm).

Advisory 810.5.3 Platform and Vehicle Floor Coordination. The height and position of a platform must be coordinated with the floor of the vehicles it serves to minimize the vertical and horizontal gaps, in accordance with the ADA Accessibility Guidelines for Transportation Vehicles (36 CFR Part 1192). The vehicle guidelines, divided by bus, van, light rail, rapid rail, commuter rail, intercity rail, are available at www.access-board.gov. The preferred alignment is a high platform, level with the vehicle floor. In some cases, the vehicle guidelines permit use of a low platform in conjunction with a lift or ramp. Most such low platforms must have a minimum height of eight inches above the top of the rail. Some vehicles are designed to be boarded from a street or the sidewalk along the street and the exception permits such boarding areas to be less than eight inches high.

810.6 Rail Station Signs. Rail station signs shall comply with 810.6.

EXCEPTION. Signs shall not be required to comply with 810.6.1 and 810.6.2 where audible signs are remotely transmitted to hand-held receivers, or are user- or proximity-actuated.

Advisory 810.6 Rail Station Signs Exception. Emerging technologies such as an audible sign systems using infrared transmitters and receivers may provide greater accessibility in the transit environment than traditional Braille and raised letter signs. The transmitters are placed on or next to print signs and transmit their information to an infrared receiver that is held by a person. By scanning an area, the person will hear the sign. This means that signs can be placed well out of reach of Braille readers, even on parapet walls and on walls beyond barriers. Additionally, such signs can be used to provide wayfinding information that cannot be efficiently conveyed on Braille signs.

810.6.1 Entrances. Where signs identify a station or its entrance, at least one sign at each entrance shall comply with 703.2 and shall be placed in uniform locations to the maximum extent practicable. Where signs identify a station that has no defined entrance, at least one sign shall comply with 703.2 and shall be placed in a central location.

810.6.2 Routes and Destinations. Lists of stations, routes and destinations served by the station which are located on boarding areas, platforms, or mezzanines shall comply with 703.5. At least one tactile sign identifying the specific station and complying with 703.2 shall be provided on each platform or boarding area. Signs covered by this requirement shall, to the maximum extent practicable, be placed in uniform locations within the system.

EXCEPTION: Where sign space is limited, characters shall not be required to exceed 3 inches (75 mm).

Advisory 810.6.2 Routes and Destinations. Route maps are not required to comply with the informational sign requirements in this document.
810.6.3 Station Names. Stations covered by this section shall have identification signs complying with 703.5. Signs shall be clearly visible and within the sight lines of standing and sitting passengers from within the vehicle on both sides when not obstructed by another vehicle.

Advisory 810.6.3 Station Names. It is also important to place signs at intervals in the station where passengers in the vehicle will be able to see a sign when the vehicle is either stopped at the station or about to come to a stop in the station. The number of signs necessary may be directly related to the size of the lettering displayed on the sign.

810.7 Public Address Systems. Where public address systems convey audible information to the public, the same or equivalent information shall be provided in a visual format.

810.8 Clocks. Where clocks are provided for use by the public, the clock face shall be uncluttered so that its elements are clearly visible. Hands, numerals and digits shall contrast with the background either light-on-dark or dark-on-light. Where clocks are installed overhead, numerals and digits shall comply with 703.5.

810.9 Escalators. Where provided, escalators shall comply with the sections 6.1.3.5.6 and 6.1.3.6.5 of ASME A17.1 (incorporated by reference, see “Referenced Standards” in Chapter 1) and shall have a clear width of 32 inches (815 mm) minimum.

EXCEPTION: Existing escalators in key stations shall not be required to comply with 810.9.

810.10 Track Crossings. Where a circulation path serving boarding platforms crosses tracks, it shall comply with 402.

EXCEPTION: Openings for wheel flanges shall be permitted to be 2½ inches (64 mm) maximum.
DATE: May 25, 2017
Quote Expires After 30 Days

RETURN SIGNED QUOTATION OR PURCHASE ORDER TO:
sloeve@brasco.com

TO
Amy Majczyk
Erie Metro Transit
Phone: 814-454-4012 x119
Email: amajczyk@ride-the-e.com

PREPARED BY
Sean Loewe, National Sales Manager

PROJECT
SL0520 Shelter

PAYMENT TERMS
Net 30 Days with Approved Credit

ESTIMATED LEAD TIME
±10-12 Weeks After All Approvals

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
</table>
| 1   | SL0520 | 5’ x 20’ Slimline Series Aluminum Structure
Three Sides with Open Front
Powder Coat Painted Aluminum Finish—RAL TBD
1/4” Clear Tempered Safety Glass
Standing Seam Aluminum Hip Roof—Color TBD
2 1/2” Fascia with Integral Gutter
10’ Partial Length Aluminum Bench with Backrest | $9,975 | $9,975 |

Sales tax | N/A |
Freight | Included |
Total | $9,975 |

This is a quotation on the above products listed and is subject to the conditions noted below.

Prices are subject to change after quote expiration date. Offloading shipments is the responsibility of the customer. Please note that a forklift with 8’ forks is required unless otherwise noted in writing. Structures must be anchored into concrete or as otherwise specified; all anchoring hardware is included. Structural engineering calculations and stamped drawings are available for $975/shelter type and are not included in this quotation unless otherwise stated. Lead time begins after all approvals. Approvals include any applicable deposits, drawing approvals and color selections. Additional installation is required and is not included.

*Signature of Acceptance*

Date

Print Name

Title

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages.*

THANK YOU FOR YOUR BUSINESS.
BRASCO INTERNATIONAL, INC. GENERAL TERMS, CONDITIONS & WARRANTIES

Terms of Payment:
Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco’s invoice. An Invoice shall be generated upon completion by Brasco of the Products ordered and after Brasco has contacted and arranged for shipment with a common carrier. The day of pickup by common carrier after contact by Brasco varies depending on the delivery location and the common carrier to be used. Accordingly, the invoice date shall be the date the invoice is generated by Brasco and may not be the same date as the date the Products are transferred to the common carrier, and the bill of lading is signed.

Warranties:
The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for a period of one year after delivery. Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

Limited Remedies:
Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the one year warranty period shall be deemed an absolute and unconditional waiver of Purchaser’s warranty claim. Purchaser’s sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser’s request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

Limitation of Liability:
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM ‘CONSEQUENTIAL DAMAGES’ SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO’S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO’s obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER’S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Payment late charges, certain remedies and recovery of expenses:
Except as otherwise provided in the quotation, all payments are due thirty (30) days from date of Brasco’s invoice and shall be paid in $U.S. Purchaser will pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser will pay all costs and expenses incurred by Brasco, including actual attorney’s fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment. If, in Brasco’s opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall have no right of setoff against Brasco. The remedies available to Brasco for Purchaser’s breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.

Shipping and Delivery:
Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco’s reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco’s plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Governing Law, Jurisdiction and Venue:
The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.