

AGREEMENT

The Ann Arbor Downtown Development Authority, 150 S. Fifth Avenue, Ann Arbor, Michigan 48104 (hereinafter "DDA") and Elizabeth Rolla, Ann Arbor, Michigan (hereinafter "Ms. Rolla"), in consideration of the mutual promises contained herein, agree as follows this 15th day of December 2015:

1. Ms. Rolla will serve as project manager for DDA projects, which may include, but are not necessarily limited for managing major and minor streetscape capital improvement projects. An initial list of projects is attached to this agreement.
2. The services to be provided by Ms. Rolla may include, but are not necessarily limited to, all elements of project management, from planning and design oversight, preparing and overseeing project budgets and timelines, distributing RFP/RFQ/RFIs and preparing resolutions for recommended consultant and contractor selections, overseeing consultants and contractors, and supervising construction. This may also include coordinating with City staff and their consultants, coordinating with utilities (e.g. DTE, Comcast, etc.) This may also include public engagement throughout the life of a project, from input on design, through communication during construction.
3. While providing services under this agreement, Ms. Rolla will be an independent contractor and not an employee of DDA.
4. Ms. Rolla will work under the direction and supervision of the DDA Director, and in close coordination with DDA staff.
5. This agreement commences with the first date above, and will continue until such time as one or both parties agree to terminate this agreement with sixty days notice. The number of hours provided by Ms. Rolla will vary.
6. Ms. Rolla will receive \$55.00 hour for the performance of said services. This hourly rate may be reviewed annually, or as otherwise mutually agreed upon. Ms. Rolla must submit detailed time sheets for the work performed and provide them to DDA no later than 2 weeks from the time said work is performed. Payment for these hours is anticipated to be provided monthly. Ms. Rolla will be reimbursed for expenses previously approved by the DDA Director upon submittal of written receipts to DDA. Ms. Rolla will be provided free parking in DDA-managed structures while working for DDA.
7. At all times she is providing services for DDA, Ms. Rolla will maintain Professional Liability Insurance protecting Ms. Rolla in an amount not less than \$1,000,000.

Ms. Rolla will also maintain Commercial General liability insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor DDA shall be

added as additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations. 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 Policy General Aggregate
- \$1,000,000 Personal and Advertising Injury

in an amount of no less than \$1,000,000 per occurrence for bodily injury and property damage, naming DDA and its officers, directors, and employees as additional insureds. She will also maintain motor vehicle insurance for said periods in the same amount naming DDA and its officers, directors and employees as additional insureds.

7. All services requested by DDA will be performed by Ms. Rolla personally unless specific permission is granted by DDA for the services to be performed by other individuals.
8. If any term of this agreement is held invalid, the remainder of the agreement will continue in full force and effect.

ANN ARBOR DOWNTOWN DEVELOPMENT
AUTHORITY

Date: 15 Dec 2015

By: G. Rolla

Its: Executive Director

Date: 12/15/15

ER Rolla
ELIZABETH ROLLA