

SMITHGROUP

June 10, 2021

Ms. Amber Miller
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue
Ann Arbor, MI 48104

RE: General Services Contract

Dear Ms. Miller:

On behalf of SmithGroup, Inc., ("SmithGroup") I am pleased to submit this proposal to the Ann Arbor Downtown Development Authority (DDA) for on-going coordination and project support. The following is our understanding of the services which are to be provided.

SCOPE OF SERVICES

SmithGroup will:

- Coordinate efforts between the DDA staff, City of Ann Arbor staff, and other agencies/entities (as needed) to advance planned refinements to the design manual. This includes coordinating meetings with City of Ann Arbor staff to review draft documents, transmitting draft review materials, and other coordination needs.
- Assist with developing more detailed guidelines and standards for curbside occupancy (i.e. platforming dining and other curbside commercial uses). This will include consideration of different types of outdoor uses, approaches to building platforms, and barricade/fencing recommendations.
- Other coordination, communication, engagement, and support tasks as directed by the DDA staff.

Notwithstanding anything to the contrary, our services and any information provided to address potential pandemics or epidemics are based upon, to the best of our ability, interpreting and understanding recommendations and guidelines promulgated by the Centers for Disease Control and Prevention and other similar local governmental entities.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

The DDA will:

- Be responsible for attending meetings and responding to communication items.
- Provide a review of draft documents and deliverables and provide feedback within agreed upon time frames.

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SCHEDULE

There is no pre-determined end point for this general services work. It is anticipated that the effort will occur within the next 12-months.

COMPENSATION

The Ann Arbor Downtown Development Authority shall compensate SmithGroup for the scope of services outlined above a fee equal to the average hourly rate (Please See Attachment 'A') of our project staff actively engaged in the program for all personnel hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits. We estimate the labor fee for professional services for the scope of work described above will be approximately \$24,700 (twenty-four thousand seven hundred dollars), plus reimbursable cash charges.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is \$.56 per mile;
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Models, renderings, photography and other special presentation material for other than the Architect's own use;
4. Regulatory Agency review fees; and
5. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 10% management fee.

We estimate the reimbursable expenses for the work described above to be \$300 (three hundred dollars).

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Ann Arbor Downtown Development Authority approval of an estimated fee for that effort or, if not agreed otherwise, Ann Arbor Downtown Development Authority shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to Ann Arbor Downtown Development Authority documents which include (i) Ann Arbor Downtown Development Authority internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of Ann Arbor Downtown Development Authority as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools,

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contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). Ann Arbor Downtown Development Authority shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. Ann Arbor Downtown Development Authority agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). Ann Arbor Downtown Development Authority acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify Ann Arbor Downtown Development Authority and Ann Arbor Downtown Development Authority hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to (Client Name), SmithGroup grants Ann Arbor Downtown Development Authority a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with (Client Name)'s internal use of the documents and for no other purpose. Ann Arbor Downtown Development Authority acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to Ann Arbor Downtown Development Authority by SmithGroup in connection with this Agreement is for the sole internal use of (Client Name), including all subsidiaries of (Client Name), and may not be used or relied upon by any third party; provided that Ann Arbor Downtown Development Authority may incorporate into documents that Ann Arbor Downtown Development Authority intends to disclose externally SmithGroup summaries, calculations or tables based on Ann Arbor Downtown Development Authority information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to Ann Arbor Downtown Development Authority hereunder.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Ann Arbor Downtown Development Authority acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations.

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional

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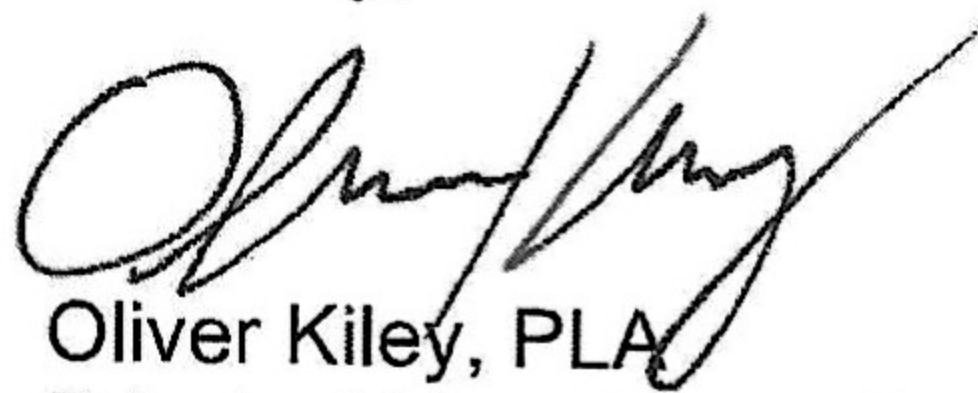
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skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Ann Arbor Downtown Development Authority acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.

Thank you for contacting SmithGroup. We look forward to continuing our relationship with the Ann Arbor Downtown Development Authority.

Sincerely,



Oliver Kiley, PLA
Principal | Landscape Architect

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.



SmithGroup
(Signature)

Thomas L. Mroz Jr., Senior Vice President
(Printed name and title)

June 10, 2021
Date



Ann Arbor Downtown Development Authority
(Signature)

Mark K. Thomson ^{Interim} Exec Director
(Printed name and title)

June 14, 2021
Date

Attachment 'A' – Standard Fee and Reimbursement Schedule

ATTACHMENT A
SMITHGROUP

Standard Fee and Reimbursement Schedule
Ann Arbor, Michigan
February 1, 2021

<u>CLASS DESCRIPTION</u>	<u>BILLING RATE</u>
Civil Engineer I	\$110
Civil Engineer II	\$130
Civil Engineer III	\$150
Civil Engineer IV	\$165
Civil Engineer V	\$210
Civil Engineer IV, Principal	\$185
Civil Engineer V, Principal	\$215
Landscape Architect I	\$95
Landscape Architect II	\$110
Landscape Architect III	\$140
Landscape Architect IV	\$160
Landscape Architect IV, Principal	\$180
Landscape Architect V, Principal	\$200
Planner I	\$95
Planner II	\$120
Planner III	\$145
Planner IV	\$160
Planner V	\$175
Planner V, Principal	\$220
Surveyor I	\$110
Surveyor II	\$130
Surveyor III	\$140
Surveyor IV	\$165
Surveyor V	\$185
Graphic Designer	\$115
Visualization Specialist	\$150
Environmentalist	\$135
Intern	\$75
Technical / Administrative	\$95
Principal in Charge	\$230
Vice President	\$240
Data Scientist	\$230
Academic Strategist	\$255

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.