June 15, 2021

Transmitted – Via eMail

Maura Thompson
Interim Executive Director
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, MI 48104

RE: Miller-Catherine Corridor Healthy Street

Dear Maura:

On behalf of SmithGroup, Inc., (“SmithGroup”) I am pleased to submit this proposal for the Miller-Catherine Corridor Healthy Street. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The Ann Arbor Downtown Development Authority (“DDA”) has a Contract with SmithGroup to perform planning, design and engineering for the State Street and Key Streets Projects. As an outcome of this work the DDA has decided to proceed with the design and engineering of the bikeway on the Miller-Catherine corridor and the streetscape and infrastructure that will support the City of Ann Arbor Housing Commission development on Catherine Street.

The anticipated project will include the following:

1. A new bikeway along the Miller-Catherine corridor, from Division Street on the east to First Avenue on the west. Note that the bikeway may extend to Chapin Street based on the results of the traffic study and further planning. Final design and engineering will be based on the current Schematic Design of the corridor as developed through the public engagement process. As with the Division Street project we assume that the existing curbs and sidewalks will remain in their current condition except as described below.
2. Modifications to traffic signals and vehicular lanes through the corridor.
3. New water main on Catherine Street from Main Street to Fourth Avenue; water, sanitary and storm service extensions to the proposed Housing Commission development.
4. Street repair and resurfacing related to the proposed water main and utility services.
5. New streetscape and alley restoration for the west, south and east frontages of the Housing Commission development site.

Services to assess and study traffic related to the installation of a bikeway were included in the State & Key Streets Project Contract Amendment #1.

Construction engineering and inspection are not included in this scope of services and can be provided as an extra additional service.

SCOPE OF SERVICES

Note: SmithGroup has budgeted for meetings, coordination, and quality assurance into each task of work.
SMITHGROUP

TASK 1: TOPOGRAPHIC SURVEY

A site Topographic Survey of the surficial features and grades will be performed.

TASK 2: TRAFFIC DESIGN

This task includes traffic signal modification design, traffic engineering, MOT plans, and signage and pavement marking plans. We assume that full signal improvements will be required at the intersection of Main and Miller streets. Minor signal modifications are assumed for Catherine Street intersections with 5th and 4th Avenues, and for Miller Street intersections with Ashley and First.

TASK 3: DESIGN DEVELOPMENT

Design Development of water main, bikeway and streetscape and alley restoration; documents anticipated include:

- Site Preparation (4 or 5 sheets)
- Water Main Plan and Profile (2 sheets)
- Bikeway Layout (4 or 5 sheets)
- Streetscape Layout Options (2 to 3 options)
- Streetscape Layout Final Plan (1 sheet)
- Lighting Approach (1 sheet + catalog cuts)
- Estimate of Probable Construction Costs

TASK 4: CONSTRUCTION DOCUMENTS

SmithGroup will develop Construction Documents for the documentation of the water main, bikeway and streetscape surrounding the affordable housing development based upon the approved Design Development Plan. We anticipate that the Construction Documents will include the following:

- Site Preparation (4 or 5 sheets)
- Water Main Plan and Profile (2 sheets)
- Stormwater Plans and Profiles (2 sheets)
- Street and Utility Details (3 sheets)
- Bikeway Layout and Materials Plan (4 or 5 sheets)
- Bikeway Details (2 sheets)
- Streetscape Layout and Materials (1 sheet)
- Streetscape Grading (1 sheet)
- Streetscape Details (1 sheets)
- Electrical Plans (1 sheet plus tables and details)
- Technical Specifications for items not covered under standard City of Ann Arbor specifications.
- Estimate of Probable Construction Costs

TASK 5: CONSTRUCTION ADMINISTRATION

Construction Administration assistance to the DDA/Wade Trim team will include attending meetings, providing interpretation of design documents, review of shop drawing submittals, and preparation of change bulletins.

We anticipate a 12-week construction period and a weekly commitment of six to eight hours per week.
SMITHGROUP

OWNER RESPONSIBILITIES

The DDA will be responsible for meeting logistics for any meetings outside of the DDA, for coordination of bidding and contracts, and for prompt responses to documents submitted for review.

SCHEDULE

SmithGroup feels the work outlined within this proposal can be completed in approximately 12 months. We will adjust our schedule as necessary to align with City schedules.

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this and the costs will be borne by SmithGroup and are included in SmithGroup projected fee:

- Wade Trim – survey and traffic design and engineering

PROFESSIONAL SERVICES FEE

Ann Arbor Downtown Development Authority shall compensate SmithGroup for the scope of services outlined a fixed fee lump sum of $245,011, plus reimbursable cash charges.

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<td><strong>TOTAL</strong></td>
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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 $0.560 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. Long distance telephone and facsimile charges, postage, express charges and other similar items.
4. Models, renderings, photography and other special presentation material for other than the Architect’s own use.
5. Regulatory Agency review fees; and
6. Employment of, with Ann Arbor Downtown Development Authority’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 this phase of work to be $1,500.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

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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.

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

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

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, 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

<table>
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<th>Ann Arbor Downtown Development Authority</th>
<th>Miller-Catherine Corridor Healthy Street</th>
<th>SmithGroup</th>
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<td>- 4 -</td>
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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 Ann Arbor Downtown Development Authority, 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 Ann Arbor Downtown Development Authority'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 Ann Arbor Downtown Development Authority, including all subsidiaries of Ann Arbor Downtown Development Authority, 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.

DElIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Ann Arbor Downtown Development Authority covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Ann Arbor Downtown Development Authority agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. Ann Arbor Downtown Development Authority further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Ann Arbor Downtown Development Authority understands that the Files have been prepared to SmithGroup’s criteria and may not conform to Ann Arbor Downtown Development Authority drafting or other documentation standards. Ann Arbor Downtown Development Authority understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Ann Arbor Downtown Development Authority that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Ann Arbor Downtown Development Authority will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Ann Arbor Downtown Development Authority understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Ann Arbor Downtown Development Authority will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Ann Arbor Downtown Development Authority agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney’s fees and costs of defense), arising from or in any way connected with and changes made to the Files by Ann Arbor Downtown Development Authority.

Under no circumstances shall transfer of Files to Ann Arbor Downtown Development Authority be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

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Ann Arbor Downtown Development Authority

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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 skill or judgment greater that 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.

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party’s reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup’s fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

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

Sincerely,

Robert Doyle, ASLA
Principal | Landscape Architect

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Ann Arbor Downtown Development Authority
Miller-Catherine Corridor Healthy Street
Ann Arbor, MI

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SmithGroup

06/15/2021
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)  
Maura Donohoe (Signature)

Ann Arbor Downtown Development Authority (Signature)  
Maura K. Thomson (Printed name and title)

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

June 15, 2021  
7/1/2021

Date

Attachment ‘A’ – Standard Fee and Reimbursement Schedule
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<td>Academic Strategist</td>
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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.