This agreement ("Agreement") is between the Ann Arbor Downtown Development Authority, a Michigan municipal corporation, having its offices at 150 S 5th Ave. Suite 301 Ann Arbor, Michigan 48104 ("DDA"), and SmithGroupJJR ("Consultant"), a Michigan-based Corporation, with its address at 201 Depot Street, 2nd Floor, Ann Arbor, MI 48104. DDA and Consultant are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Contract Administrator means Amber Miller, acting personally or through authorized Staff Member.

Deliverables mean all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to DDA by Consultant under this Agreement.

Project means The Design of the Fourth Avenue Project.

II. DURATION

Consultant shall commence performance on February 1, 2023 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Consultant agrees to provide professional design services ("Services") in connection with the Project as described in Exhibit A. The DDA 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 compensation 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 Consultant 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. The Consultant shall also comply with and be subject to the DDA policies applicable to independent contractors.

D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the DDA (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.

Consultant does not have any authority to execute any contract or agreement on behalf of the DDA, and is not granted any authority to assume or create any obligation or liability on the DDA’s behalf, or to bind the DDA in any way.

V. COMPENSATION OF CONSULTANT

A. The Consultant 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 Consultant, and approved by the Contract Administrator.

B. The Consultant will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

C. The Consultant shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the DDA may verify invoices submitted by the Consultant. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION
A. The Consultant shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself, the DDA, and the City of Ann Arbor from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Consultant, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Consultant shall provide to the DDA documentation satisfactory to the DDA, demonstrating it has obtained the policies and endorsements required by Exhibit C.

B. Any insurance provider of Consultant shall be 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-authorized insurance companies are not acceptable unless approved in writing by the DDA.

C. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold the DDA, 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 Consultant 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 DDA’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. A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

A. B. Living Wage. The Consultant agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.

VIII. WARRANTIES BY THE CONSULTANT

A. The Consultant 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 Consultant warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
D. The Consultant warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Consultant further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Consultant agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

E. The Consultant warrants that it is not, and shall not become overdue or in default to the DDA for any contract, debt, or any other obligation to the DDA including real and personal property taxes. Further Consultant agrees that the DDA shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

F. The Consultant 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 Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

G. The person signing this Agreement on behalf of Consultant represents and warrants that she/he has express authority to sign this Agreement for Consultant and agrees to hold the DDA harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE DDA

A. The DDA agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

B. The DDA shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the DDA. Notwithstanding any consent by the DDA to any assignment, Consultant 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 DDA.

B. The Consultant 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 DDA 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 Consultant, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. Consultant 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 DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA 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 Consultant. The Contract Administrator shall give Consultant 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 Consultant’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 affect 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 below 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 CONSULTANT, it shall be addressed and sent to:

If Notice is sent to the DDA, it shall be addressed and sent to:
Amber Miller, Ann Arbor DDA
150 S 5th Ave Suite 301
Ann Arbor, Michigan 48104

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 Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the DDA. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the DDA without restriction or limitation on their use. The DDA acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the DDA shall have a recognized proprietary interest in the work product of the Consultant.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

Consultant agrees to advise the DDA if Consultant has been or is retained to handle any matter in which its representation is adverse to the DDA. The DDA’s prospective consent to the Consultant’s representation of a client in matters adverse to the DDA, as identified above, will not apply in any instance where, as the result of Consultant’s representation, the Consultant has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Consultant, could be used in any such other matter by the other client to the material disadvantage of the DDA. 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 Exhibits A, B, and C, constitutes the entire understanding between the DDA and the Consultant 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 Consultant and the DDA. 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.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]
FOR SMITHGROUPJJR

By: Michael Johnson
Name:_________________________
Title:_________________________
Date:_________________________

FOR ANN ARBOR DDA

By:_________________________
Maura Thomison, Interim DDA Executive Director
By:_________________________
Amber Miller, Capital Project Manager
Date:_________________________

March 14, 2023
March 9, 2023
EXHIBIT A
SCOPE OF SERVICES
FOURTH AVENUE STREET RECONSTRUCTION
SCOPE OF SERVICES

SUMMARY
In 2020 SmithGroup prepared a Concept Plan for Fourth Avenue, working with the Ann Arbor Downtown Development Authority (“Ann Arbor DDA”), the City of Ann Arbor (“City”), Ann Arbor Area Transportation Authority (AAATA), the Ann Arbor Housing Commission (AAHC) and other key stakeholders. The project is a continuation of the DDA’s People-Friendly Streets efforts, designing streets to meet DDA core values and City policy goals. In the case of Fourth Avenue, street design will emphasize improved access, safety, equity, and sustainability. The Scope of Work outlined below is comprehensive and detailed to convey to you our understanding of the project. The geographic scope of the street design work is Fourth Avenue from William Street to Liberty Street.

A summary of the proposed scope is outlined below to provide a brief overview.

Phase One: SITE INVESTIGATION + PROGRAM CONFIRMATION: Building on the collaborative, working relationship with the key project partners, confirm and refine the list of programmed activities and site design elements to be included in the work. Prepare a topographic survey of the project area and confirm department and agency reviews and schedule.

Phase Two: SCHEMATIC DESIGN CONFIRMATION: Building on the concept plan developed in coordination with AAATA, the City, and community members, we will refine and confirm the Schematic Design of the street to address lighting, transit shelters, structures, and amenities, bus staging and parking, bus alighting and loading areas, street grades, storm water management, 350 S Fifth Street Housing Commission utility needs, and anticipated project construction costs.

Phase Three: DESIGN DEVELOPMENT: Further refine the design, phasing and estimates and budget for the Fourth Avenue Street Reconstruction project and work with stakeholders and City staff to ensure that the design reflects the desired character for Fourth Avenue, stated project goals, and the Ann Arbor Downtown Street Design Manual best practices.

Phase Four: CONSTRUCTION DOCUMENTATION: Prepare final design drawings, technical specifications, Engineer’s estimate, and Construction RFP to a high degree of quality to ensure sound construction and solid contractor proposals.

Phase Five: CONSTRUCTION REQUEST FOR PROPOSALS: Assist in obtaining and evaluating proposals and preparation of contractor contracts.

Assumptions from which this proposal is based include the following:
1. The Fourth Avenue Street Reconstruction project will be primarily funded by the Ann Arbor DDA. Funding of transit related amenities are to be funded through AAATA, and work related to the design and implementation of the structures and amenities is included in this contract. The City of Ann Arbor will also participate in the funding of the project to replace water mains on Fourth Avenue, road resurfacing, and (potentially) best practices to bring the storm water system up to current green street policy requirements. The funding of design and engineering expenses will be subject to a cost sharing agreement between the parties noted above and will be categorized in the cost proposal accordingly.

2. The current project construction budget assumes that the work will include improvements to Fourth Avenue from William Street to Liberty Street. Contemplated improvements include upgrading the street and pedestrian lighting, providing updated pedestrian crossings, installation of new street trees, landscape beds and rain gardens, road and sidewalk reconstruction in durable paving types, a new storm water management system (consistent with Ann Arbor’s Green Streets policies), relocation of storm water facilities currently located on the 350 S. Fifth Street site, and pedestrian and transit amenities. The project will also include water, storm water, and sanitary service lead engineering for the proposed development at 350 S. Fifth Street.

3. Modifications to the sanitary mains in the project area are not included in this proposal based on our understanding of the needs of the city.

4. There are traffic operational issues being experienced at the Blake Transit Center for bus movement and concerns about pedestrian safety. This scope of work will assess traffic operations in the context of the proposed improvements to Fourth Avenue and proposed development at 350 S. Fifth Ave. and make recommendations for Fourth Avenue and Fifth Avenue that may include new traffic control signals and devices adjacent to the transit center and/or modifications to existing signals at Fourth Avenue and William Street. As the recommended traffic control for the transit center access will not be known until the evaluation is complete, the design of potential new traffic signals and devices is not included in this scope.

5. The traffic assessment in this study will be coordinated with, and help inform, the forthcoming Downtown Circulation Study and the traffic study being prepared for the 350 S. Fifth site development project.

6. Geotechnical services to access below grade conditions are included in this scope of work and will be required to assess existing pavement cross sections and guide the new storm water management and pavement cross section design.

7. Portions of the water main and storm water system, and water, sanitary and storm water services will be integrated into the construction documents for the 350 S. Fifth Street project, as this work is directly related to this project. The remaining work of the Fourth Avenue Reconstruction will be bid as a single bid package (in a traditional design-bid-build approach), with clear delineations in the construction documents as to which agency is paying for the work.

8. For all phases of the work the team will manage the progress of the project through regular schedule updates, maintaining a record of meetings notes and tracking tasks, coordinating with other departments and agencies (e.g., helping to arrange meetings, construction plan review and follow up), and ensuring consistency and coordination from design through construction.
PROJECT TEAM
The SmithGroup Team for the Fourth Avenue Street Reconstruction project will include SmithGroup and Wade Trim. The proposed roles of the team are as follows:

**SmithGroup:**
- Lead design consultant
- Topographic site surveyor
- Overall design approach and theme
- Design of street reconstruction, sidewalks, lighting, landscape, and amenities, including grading, layout, and details
- Coordination with the SmithGroup Team members engaged in the 350 S. Fifth Street project

**Wade Trim**
- Design of all underground utilities, including storm water conveyance, storm water management, water main replacements, and water, storm, and sanitary service leads to 350 S. Fifth Street
- Pavement design recommendations in coordination with geotechnical firm
- Signage and striping plans
- Construction maintenance of traffic plans
- Schedule and agency project coordination and management
- Transportation and operational study at Blake Transit Center access points along Fourth Avenue and Fifth Street

PROJECT SCHEDULE
Attached to this proposal is a draft project schedule (Attachment A) which outlines the general progression of the work and deadlines for submittals and reviews. The schedule is based on the general assumption that the housing project at 350 S. Fifth Street will commence construction in the spring of 2025. Our engineering efforts for storm water relocation on the development site and the installation of water, sanitary, and storm water service leads to the new building will be designed under this contract and bid and built under the development contracts.

Once the design and engineering work of this contract is underway, we will update this schedule and provide greater specificity on deliverables, deadlines, and review periods.

STAKEHOLDER AND PUBLIC ENGAGEMENT
Committee Input and Guidance
The SmithGroup Team will conduct an information and outreach campaign. We have outlined a process in this proposal that includes meetings, interviews, web-based information and communication, and related outreach efforts. The format and content of the workshops and meetings that are outlined below will be used as a starting point for discussions with the Project Team as we refine a public and stakeholder outreach campaign. Before the design process begins, we will work with the Project Team to prepare a detailed and specific outline of the elements of the information and outreach campaign, which may become more project specific than what we have proposed in this scope of services.

To help facilitate the design process, we propose working within committees as outlined below to guide the design efforts:
1. The **Capital Improvements Committee (CIC)** of the Ann Arbor DDA Board will provide high level input to help determine budget priorities and reinforce Ann Arbor DDA values. We anticipate up to three meetings with the CIC.

2. A **Project Design Team**, including staff from the Ann Arbor DDA, City Planning, Transportation, Engineering, Housing Commission, and AAATA. This group will provide review and input into the plans, technical specifications, design character, and programmatic elements as they develop to ensure they are compatible with the stated values and comprehensive planning documents, Street Design Manual, and best practices. In addition, this group will help to ensure that all review processes are anticipated and efficient and think through construction staging and traffic detours, as it relates to other projects. We propose meeting the Project Design Team regularly during the design phase and anticipate up to six coordination meetings.

3. We will present the design plans to the **City of Ann Arbor Transportation Commission** and the **Street Design Team** for input into the design. At this time, we recommend that we meet with these two committees once (each) during the Design Development phase to provide them with information on the design at a point where design detail has been thought through but still flexible enough to adjust to their input.

**Public Outreach**

The previously developed Concept Plan was prepared through a public engagement process during the Key Streets design process. The intent of further public engagement outlined in this proposal is to inform the public about the progress of the design process, as follows:

1. **Public Design Open House**

   The SmithGroup Team will conduct a hybrid style open house meeting that is concurrently on-line and face-to-face. The purpose of the meeting will be to provide information on the design direction, and anticipated construction sequence and schedule. Participants will be provided with a summary presentation, followed by an opportunity to provide input into the design, ask questions, and outline any concerns about the project. We anticipate that the Ann Arbor DDA will want to specifically invite AAATA riders, the Main Street Merchant Association members, and other key stakeholders. This event can occur at any number of points during the design process; we recommend timing the workshop with Phase Two of the study.

2. **Rider Engagement**

   A pop-up workshop will be held at the Blake Transit Center to openly engage riders to express their thoughts on the current design layout, as well as indicate their preferences for shelter types and features, and other wayfinding and transit related street amenities. This event can occur at a number of points during the design process; we recommend timing the workshop with Phase One of the study.

3. **Project Information Sharing**

   SmithGroup will package products from the design process for posting on the Ann Arbor DDA website, AAATA web site, and use on social meeting sites at three points during the design process, including:
   a. At the beginning of the design process,
   b. During Design Development as project details are being refined, and
   c. At the beginning of the Construction Period to inform the public on the final design and construction schedule.
We have not included any costs associated with the set-up and use of a local project work and meeting space. We will look to the Ann Arbor DDA to provide this space or arrange a space for the team’s use. We have also not included any costs associated with the use, supply (including food and refreshments), arrangement, or furnishing of space for Team meetings, workshops, or workspace.

**Stakeholder and Public Engagement Meeting Summary:**
- Capital Improvements Committee (up to three times over the project duration)
- Project Design Team Meetings (up to six meetings)
- Main Street Area Association membership meeting (to engage on design & construction phasing)
- Public Design Open House (one meeting)
- Meetings with Ann Arbor DDA staff (as needed)

**PHASE ONE**

**SITE INVESTIGATION + PROGRAM CONFIRMATION**

**Task 1.1: Site Visit and Conditions Evaluation**

The SmithGroup Team will review and document existing site conditions, including an overview of conditions in the project area, including pavements, pedestrian crossings and movement, site furnishings, site lighting and signage, landscape plantings, and site amenities in the context of evaluating the potential impacts of, and integration with, the proposed improvements. While documenting the site conditions our team will visit the site during peak transit hours, under different weather conditions, to observe pedestrian movement and behaviors, especially as they relate to transit use. We will visit the site in the nighttime to record light levels and observe the quality of light conditions. Findings will be documented in a series of Site Conditions and Opportunities maps and photographic image boards.

As part of this task, we will also confirm agencies, departments, and stakeholders that will be engaged for project coordination and perform plan reviews and approvals. We will update the project schedule detailing dates for submittals, review meetings and milestones.

**Task 1.2: Site Survey**

The SmithGroup Team will perform a topographic survey of lands related to proposed improvements on Fourth Avenue between William Street and Liberty Street in Ann Arbor, Michigan. The lands to be included in the mapping effort are shown on the attached Mapping Limits (Attachment A).

A topographic survey shall be performed by a licensed professional land surveyor and incorporated as part of an overall existing conditions plan. The topographic survey portion of the project will include the criteria specified below:

- Existing hardscape (walks, pavement, curb and gutter, walls, ramps, ADA warning pads, stairs, etc.), green space, utility poles and other visible surface evidence of existing utilities
- Existing utilities will be shown based on a combination of mapped surface evidence and record utility maps researched by the surveyor. The accuracy and completeness of the drafted utility network is dependent on the quality and availability of the utility records, and the accessibility and condition of manholes. Where accessible, inverts will be collected for storm and sanitary sewer
structures within the mapping limits. Top of pipe elevations will be gathered for accessible water main manholes. Structures that cannot be opened or are full of water/debris will be noted as such on the survey.

- Contours at 1-foot intervals. Site contours will be part of an intelligent Civil 3D surface.
- Light poles (street and site), light bollards, ground-level light mountings, emergency phones, and signs will be shown. Any device existing in the mapping limits that has a footprint (communication panel, traffic control box, dumpster, parking pay station, bus shelters, etc.) shall be mapped and incorporated in the map of survey.
- Individual trees will be mapped and identified by DBH and common English species.
- Street furnishings that are not permanently installed (i.e., trash and recycling bins, portable signs, and similar) will not be located on the survey mapping but will be inventoried during Phase One of the project.

The survey effort includes resolving the rights-of-way included in the project. Field evidence in the form of parcel corners, and site occupation will be uncovered and mapped. The field evidence will be compared to the records researched to determine an informed location of the rights-of-way for Fourth Avenue/Williams Street/Liberty Street Within the mapping limits.

**PHASE TWO**

**SCHEMATIC DESIGN CONFIRMATION**

To confirm the scope and design direction of the project, the SmithGroup Team will prepare Schematic Design Plans for the project area. Our efforts will include the following:

**Task 2.1: Design Alternative Concepts**

*Alternative Schemes*: We will rely on the previously developed Concept Plan as a starting plan and established framework for the design. The Concept Plan outlines the lane configurations and pedestrian street crossings set during previous public and stakeholder input. Within the framework of the Concept Plan there are a number of open design and engineering elements that we will explore alternative approaches for, including:

- Site grading
- Stormwater
- Landscape
- Special paving types
- On-street parking and service
- Lighting approaches and layouts
- Bus bay and terminal structures and amenities
- Street furniture approach and types
- Opportunities for special amenities such as art, community markers, etc.
- Pedestrian crossing and intersection treatments
- Surface treatments will be reviewed for conflicts with underground infrastructure to further inform the design

*Perspective Model*: The alternatives will be illustrated with plan view sketches, as well as digitally modeled in 3-D (using Sketch-up software) so the design intent is easily understood and evaluated. Precent and product photos will also be used to illustrate the design.
The intent of the alternatives.

**Cost Estimate:** An order of magnitude estimate of construction costs will be prepared for each of the alternatives to assist in the evaluation of their value and attributes.

**Task 2.2: Schematic Design Plan**

Based on input from the Project Design Team and the Ann Arbor DDA staff, the SmithGroup Team will prepare a Schematic Design Plan that illustrates preferred design direction. Alternative design approaches may still be under consideration for key parts of Fourth Avenue Street Reconstruction, and these alternatives will be clearly illustrated. The 3-D perspective model and precedent and product images will be updated to reflect the draft plans. A draft Opinion of Probable Construction Cost will also be developed to understand the budget implications of the proposed plan.

The Schematic Design Plan will include a schematic layout of underground utilities, including storm water system elements, water main, and public utility services to the proposed development.

**Task 2.3: Implementation Strategy**

The SmithGroup Team will develop an Implementation Strategy based on the accepted Preferred Plan. The Implementation Strategy will describe the proposed plan and will serve as a summary report for the project. As part of this task, the SmithGroup Team will prepare an assessment of the following important components of the project:

- Critical site infrastructure improvements
- The appropriate sequencing or phasing of improvements and an updated project schedule
- Opinion of probable construction costs reflecting the 30% complete level of design
- A written description of the project program, including how it meets the objectives of the City Capital Improvements Plan, Ann Arbor DDA Mission Statement and Values, AAATA’s mission and 2045 Long-Range Plan goals, project priorities, the Downtown Street Design Manual, and responds to design input
- Recommended sustainable low impact design measures

**Task 2.4: Traffic Operations Assessment**

Wade Trim will conduct an operational assessment of vehicular traffic on Fourth Avenue and Fifth Street, with a focus on how transit vehicles move within the corridors and enter and exit the Blake Transit Center. The assessment will assume the provision of four or five new bus bays integrated into the development of 350 S. Fifth Street and the reconfiguration of bus bays on Fourth Avenue. As part of this task, we propose meeting with planning and operations leaders at AAATA to understand the current conditions and issues, as well as typical bus scheduling and movement patterns.

The study will assess the need and feasibility of new traffic control signals and devices on Fourth Avenue and Fifth Street near the Blake Transit Center. Traffic modeling will be developed based on conceptual plans to replicate proposed conditions for bus access entering and exiting the Blake Transit Center hub, and signal warrants will be evaluated at the locations. If it is found that signalization of the access
entry and exit is required, timing recommendations will be made coordinate with existing adjacent signals on William Street and Liberty Street.

Task 2.5: Geotechnical Investigation

To assess the ability of the soil types underneath Fourth Avenue to infiltrate storm water and support the road paving a series of four, 12-foot-deep borings are proposed as indicated on the attached plan (Attachment B). The soil samples will be lab tested to determine grain sizes, soil typology, and transmissivity.

Task 2.6: City Review (30%)

The Schematic Design (30%) Plans and Implementation Strategy documents outlined above will be packaged and submitted to City Engineering, the Ann Arbor DDA, AAATA, Housing Commission, and other applicable City Units for review and input. We anticipate receiving comments within 10 working days of submittal and the comments will be addressed through integration into the next design submittal or through a memorandum documenting reasons for any deviations from the comments and outlining a process for resolving the issue.

PHASE THREE////////

DESIGN DEVELOPMENT

Task 3.1: Design Development Documents

Based on the approved Schematic Plan, the SmithGroup Team will prepare a set of Design Development Plans that illustrate the project improvements in sufficient detail to communicate the design intent, and measure quantities for cost estimation purposes.

We anticipate the following products will be required as part of each set of preliminary Design Development documents:

- Cover Sheet
- Site Survey of Existing Conditions
- Site Preparation and Removals Plans
- Street Plans
- Water Main Plan and Profile
- Water Service Plan and Profile
- Sanitary Service Lead Plan and Profile
- Storm Service Plan and Profile
- Storm Water Profiles and Details, including recommended best practices for managing stormwater
- Grading and Drainage Plans
Task 3.2 Implementation Strategy Update

The Design Development Plans will be supplemented with an updated Implementation Strategy Plan, including an Opinion of Probable Construction Cost (representing a 60% level of completion of design) and an updated Project Phasing Plan and Schedule. Particular attention will be paid to strategies for sequencing construction to minimize impacts to businesses and bus service, identifying potential construction staging areas and site preparation needs, and mapping out temporary traffic (and bus staging) patterns and access strategies.

Task 3.3 City Engineering Review (60%)

The Design Development (60%) Plans and Implementation Strategy documents outlined above will be packaged and submitted to City Engineering, the Ann Arbor DDA, AAATA, Housing Commission, and other applicable City Units for review and input. We anticipate receiving comments within 10 working days of submittal and the comments will be addressed through integration into the next design submittal or through a memorandum documenting reasons for any deviations from the comments and outlining a process for resolving the issue.

PHASE FOUR

CONSTRUCTION DOCUMENTATION

Task 4.1: Construction Documents

The SmithGroup Team will perform civil engineering, landscape architectural, and electrical engineering services to finalize Construction Document Plans and Technical Specifications for the project area. We anticipate the following will be required as part of this set of Construction Documents:

- Cover Sheet and Phasing Plan
- Site Survey of Existing Conditions
- Soil Erosion Control Plans
- Site Preparation and Removals Plans
- Traffic Maintenance and Control Plans, including pedestrian and vehicular detours and temporary transit accommodations
- Street Plan and Profile
• Street Cross Sections and Details
• Water Main Plan, Profile, and Details
• Water Service Plan, Profile, and Details
• Sanitary Service Lead Plan and Profile
• Storm Service Plan, Profile, and Details
• Stormwater Plans and Profiles, including storm water management elements
• Stormwater Details
• Grading Plans
• Lighting and Electrical Plans
• Electrical Diagrams and Details
• Layout Plans
• Jointing Plans
• Sidewalk Materials and Landscape Plans
• Sidewalk Zone Details
• Signage and Striping Plans
• Universally accessible transit amenities, including wayfinding signage and markers, shade and wind protection structures, seating, bike parking, and trash and recycling receptacles.
• Technical Specifications
• Request for Proposals

The SmithGroup Team will prepare the Construction Documents, Technical Specifications, Request for Proposals, and Engineer’s Estimates and Quantities to be included in the bid package, consistent with the City of Ann Arbor Request for Proposal requirements. All final design AutoCAD files will be submitted to the Ann Arbor DDA and the City for their records. We assume the Ann Arbor DDA will oversee the bid process with our input and assistance, as needed.

We will collaborate with AAATA planning, operations, and information technology staff to ensure that the plans include conduits, poles and signage frames to support the information technology screens, Wi-Fi, and related equipment selected and planned by AAATA.

**Task 4.2: Implementation Strategy Update**

The plans will be supplemented with an updated Implementation Strategy Plan, including an Opinion of Probable Construction Cost (representing a 90% and 100% level of completion of design) and an updated Project Phasing Plan and Schedule. Particular attention will be paid to strategies for sequencing construction to minimize impacts to businesses and bus service, identifying potential construction staging areas and site preparation needs, and to map out temporary traffic patterns and access strategies.

**Task 4.3: City Engineering Review (90% and 100%) and Permitting**

The Construction Document (90%) Plans and Implementation Strategy documents outlined above will be packaged and submitted to City Engineering, the Ann Arbor DDA, AAATA, Housing Commission, and other applicable City Units for review and input. We anticipate receiving comments within 10 working days of submittal and the comments will be addressed through integration into the final bid documents or through a memorandum documenting reasons for any deviations from the comments and outlining a process for resolving the issue.
The 100% Construction Document Plans, Technical Specifications, and Proposal forms will be sent to the City for the purpose of posting to potential proposers.

We will also submit the plans for local and state water main approval and permits. Other permits that are typically sought when a project iscommencing construction are assumed to be the responsibility of the Construction Contractor.

**PHASE FIVE///////////**

**CONSTRUCTION REQUEST FOR PROPOSALS**

**Task 5.1: Pre-Proposal Services**

The SmithGroup Team will aid the Ann Arbor DDA during bidding, including the following pre-bid services:

- Attend and lead a Pre-Proposal meeting, including a site tour
- Provide clarifications, both written and in the form of sketches, for their inclusion in addenda
- Attend the proposal opening, review the proposals and supporting documents and offer recommendations (if requested).

**Task 5.2: Post Proposal Assistance**

The SmithGroup Team will aid the Ann Arbor DDA during bidding, including the following post-bid services consistent with the City of Ann Arbor Best Value Procurement process:

- Aid the Ann Arbor DDA in negotiating contracts with the apparent successful proposing contractor. Such assistance may include participation in conference calls, review and acceptance of alternative materials and equipment, discussions with proposers as to content and completeness of their proposals and attending a briefing with the apparent successful proposing contractor and the Ann Arbor DDA to clarify any uncertain issues
- Review of proposer’s submittals including project schedule, schedule of values, subcontractor lists, qualifications data, and references
- Review of draft contracts for consistency with the Construction Documents
- Revise the plans and specifications based on modifications made during the proposal process and post the plans as “Issued for Construction”

**Attachment(s):**

- Attachment ‘A’ – Draft Project Schedule
- Attachment ‘B’ – Soil Boring Location Map
EXHIBIT B
COMPENSATION

General

Consultant 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 Consultant may charge the DDA.
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### City Engineering Review and Permitting

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### Quality Assurance

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### Subtotal of Hours by Professional

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### Billing Rate

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### Fee by Professional

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### Fee This Task

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### Reimbursable Expenses

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### Total Hours by Professional

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### Fee Total by Professional

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### Fee Total Hourly (Not to Exceed)

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### Labor Fee by Firm

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### Reimbursable Expenses by Firm

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### Percentage of Total

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### Total Labor

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### Total Fee

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### Total Fee (Hourly, Not to Exceed. Includes reimbursables)

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### SGJJR Wade Trim

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### LABORE Fee by Firm

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### Reimbursable Expenses (see below)

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### Fee Total (Hourly, Not to Exceed. Includes reimbursables)
EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall have, at a minimum, the following insurance, including all endorsements necessary for Consultant to have or provide the required coverage.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Consultant 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 04 13 or current equivalent. The Downtown Development Authority shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the DDA’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 Project General Aggregate
   - $1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The Downtown Development Authority shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the DDA’S protections as an additional insured under the policy. 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 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the DDA may possess, including any self-insured retentions the DDA may have; and any other insurance the DDA does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Consultant agrees to waive any right of recovery by its insurer against the DDA for any insurance listed herein.

C. Insurance companies and policy forms are subject to approval, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the DDA of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the DDA in its sole discretion; (c) that the policy conforms to the requirements specified. Consultant shall furnish the DDA with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Consultant shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.