

**AGREEMENT BETWEEN  
STANTEC CONSULTING MICHIGAN INC.AND THE CITY OF ANN ARBOR  
FOR  
CITY OF ANN ARBOR HAZARD MITIGATION PLAN UPDATE**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E Huron Avenue, Ann Arbor, Michigan 48104 ("City"), and Stantec Consulting Michigan Inc., ("Contractor"), a Michigan corporation, with offices at 3754 Rancho Drive, Ann Arbor, Michigan 48108-2771 agrees as follows on this \_\_\_ day of 2017.

The Contractor agrees to provide professional services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means Fire/Office of Emergency Management

Contract Administrator means Emergency Management Director, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Project Manager means Caroline Cunningham, AICP, CFM , SCMI, acting personally, or through any assistants authorized by Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Reports, Recommendations and other materials developed for and/or delivered to the City by Contractor under this Agreement.

Project means City of Ann Arbor Hazard Mitigation Plan Update (RFP 17-13).

**II. DURATION**

This Agreement shall become effective on July \_\_, 2017 and shall remain in effect until satisfactory completion of Services, unless terminated as provided for in this Agreement.

**III. SERVICES**

- A. The Contractor agrees to provide property appraisal services as described in Exhibit A ("Services"). The City 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 contract sum 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 professional quality performed by professional regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Contractor 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.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City 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.
- E. The Contractor is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the City of Ann Arbor or bind the City in any manner. 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. Contractor retains the right to exercise such discretion and judgment in the provision of its service to fulfill and comply with the requirements of this Agreement.

#### **IV. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation including reimbursable expenses, payable for all Services performed during the term of this Agreement shall be at the fixed fee amount of One hundred forty-two Seven hundred twenty-five dollars and no/100. (\$142,725).
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B.
- C. The Contractor shall keep complete records of work performed on the Project so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **V. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before commencement of any work under this contract, documentation demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. The Contractor agrees to indemnify, defend and hold the City, 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 the Contractor or its employees and agents occurring in the performance of or breach in this Agreement.
- D. The City agrees to hold Contractor, its officers, employees and agents, harmless from any damage, judgment, loss or expense sustained or incurred by Contractor caused by or resulting from the City's negligence or intentional misconduct in performance of its obligations under this Agreement.
- E. 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.

## VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity
- B. Living Wage. The Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by professionals regularly rendering this type of service.
- B. The Contractor warrants that it, and any of its employees and agents performing Services under this Agreement, have all the skills, experience, and professional licenses and certifications necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the Services specified in this Agreement. Further Contractor warrants that it will provide any training or supplement the training of any person(s) employed by Contractor, at its own expense, to perform services under this Agreement to fulfill and comply with requirements of this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- E. The Contractor warrants that its proposal 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 Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

## **VIII. 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. Provided however, and except as provided in Section V. C., under no circumstances shall Contractor's liability exceed amounts received in payment from the City for Services under this Agreement.
- B. The City 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 the Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor 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 City to effect continued payment under this Agreement are

not appropriated or otherwise made available, the City 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 the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies. 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 effect its right to require strict performance of this Agreement.
- E. The provisions of Article V and VII 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.

## **IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

## **X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor 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 City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **XI. 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 in this Agreement 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 CONTRACTOR, it shall be addressed and sent to:

Stantec Consulting Michigan, Inc.  
Attn: Caroline Cunningham  
801 Jones Franklin Rd, Suite 300  
Raleigh, NC 27606

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Attn: Rick Norman, Emergency Management Director  
Fire Station 1  
111 North Fifth Avenue  
Ann Arbor, Michigan 48104

## **XII. 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. 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.

## **XIII. OWNERSHIP OF DOCUMENTS**

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

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**XIV. CONFLICT OF INTEREST**

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

**XV. 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.

**XVI. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor 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. 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 be altered, amended or modified only by written amendment signed by the Contractor and the City. 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.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its:

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

Christopher Taylor, Mayor

By: \_\_\_\_\_

Jacqueline Beaudry, City Clerk

[signatures continued on next page]

**Approved as to substance**

---

Howard S. Lazarus, City Administrator

---

Larry Collins, Chief AAFD

**Approved as to Form and Content**

---

Stephen K. Postema, City Attorney



**EXHIBIT A**  
**SCOPE OF SERVICES**

**GENERAL**

Contractor shall provide Services as stated in their Proposal to City RFP 17-13, dated June 9, 2017, incorporated hereto by reference, and the general terms and conditions of this Contract and RFP 17-13. In case of any conflict of terms between the documents, this contract's terms shall control. The primary deliverable under this agreement is a Hazard Mitigation Plan Update which meets all required components for State of Michigan Hazard Mitigation Office and FEMA approval consistent with the Work Plan described in this Exhibit.

The City is participating the Community Rating System (CRS). As such, this plan update will align with Activity 510 (Floodplain Management Planning), of the CRS Coordinators Manual. Specific CRS points gain will be determined by the Insurance Services Office (ISO) and are outside of this scope. It will also address "Not Met" items for the 2012 plan in the Regulation Checklist of the Local Mitigation Plan Review Tool.

CRS 510 Steps (Maximum Points Possible)	Hazard Mitigation Planning Requirements	Corresponding Proposal Task
Organize (30)	§201.6(c)(1)	Task 1
Involve the Public (120)	§201.6(b)(1)	Task 2
Coordinate with Other Agencies (35)	§201.6(b)(2) & (3)	Task 1, Task 3
Assess the Hazard (35)	§201.6(c)(2)(i)	Task 4
Assess the Problem (52)	§201.6(c)(2)(ii) & (iii)	Task 4
Set Goals (2)	§201.6(c)(3)(i)	Task 5
Review Possible Activities (7)	§201.6(c)(3)(ii)	Task 5
Draft an Action Plan (8)	§201.6(c)(3)(iii)	Task 5
Adopt the Plan (8)	§201.6(c)(5)	Task 8
Implement, Evaluate, Revise (10)	§201.6(c)(4)	Task 6

**Stantec Project Team**

Principal in Charge    Mike Anderson

Project Manager        Caroline Cunningham

- Planning and Community Outreach    John Bucher, Ann Stevens
- USI.CRS Technical Support    Scott Cofoid, Tracie Belongia, Lou Ann Patellaro
- Risk and Vulnerability Assessment    Eric Davis and Christina Hurley
- Mitigation Strategy    Josh Human
- QA/QC        Brian Simons, Mark Pascoe

## **City of Ann Arbor Advisory Committee**

City Advisory Committee will be chaired by Rick Norman, Emergency Management Director for the City. The following City service areas and/or positions shall be represented on the Advisory Committee:

Building Official, or designee  
Communications Unit Manager (City PIO)  
GIS Coordinator  
Parks and Recreation Services Unit designee  
Planning and Development Services Unit designee  
Stormwater and Floodplain Program Coordinator  
Systems Planning Unit, Environment/Transportation designee(s)

In addition the following community partners will be requested to participate on the Advisory Committee:

Huron River Watershed Council  
Ann Arbor Downtown Development Authority  
Washtenaw County Brownfield Authority  
University of Michigan

Contract Administrator to provide Contractor with the names, contact information and any other pertinent information concerning the City-selected members of the Advisory Committee on or before the week of July 31, 2017.

## **WORK PLAN**

### **Task 1: Organize to Prepare the Plan**

#### *Task 1.1: Orientation Meeting and Project Work Plan*

To initiate the project, the Project Manager will coordinate a phone meeting with key project personnel including the Emergency Management Director, Rick Norman. Contractor will review key aspects of a success process, including the schedule. Discussion points will include review of:

- Contract and administrative duties
- Timeline
- Potential Plan Update Advisory Committee members
- Proposed work plan
- Evaluation of the existing plan
- Review of CRS objectives
- Preferred communication
- Progress reporting requirements

A project work plan will be finalized by the Project Manager following the meeting which summarizes the information gathered in the Orientation Meeting. The work plan will be reviewed and approved by the City and Contractor.

### *Task 1.2: Reconvene the Advisory Committee and Community Partners*

Contractor will assist with reconvening and expanding upon the Hazard Mitigation Plan Update Advisory Committee (“Advisory Committee”). The Advisory Committee will include representatives from selected City Services Areas and will serve as the guiding decision-making body for the plan. Contractor will also work with the Advisory Committee to provide involve community partners including business, and schools, for example. Contractor will communicate regularly with this committee (at least bi-monthly) and will facilitate up to three on-site meetings:

#### **Advisory Committee Meeting 1: Kickoff Meeting**

An on-site Kickoff Meeting will serve as the first meeting for the Advisory Committee. Contractor will conduct an interactive ice breaker exercise to engage attendees and gather information on hazard impacts and potential mitigation strategies.

Topics to cover include:

- Overview of hazard mitigation planning
- Review the planning process (including plan goals and schedule)
- Data collection needs
- Confirmation of natural hazards to be included in the plan
- Initial input on hazard issues, problems and solutions

#### **Advisory Committee Meeting 2: Mitigation Strategy Workshop**

The purpose of this on-site workshop is to review key findings from the risk and vulnerability assessment and brainstorm potential mitigation actions to address identified issues. Following an overview of the risk assessment results, Contractor will facilitate a tabletop exercise to assist in development of mitigation alternatives. Mitigation action alternatives will be reviewed and appropriate actions will be selected for inclusion in the mitigation action plan

#### **Advisory Committee Meeting 3: Final Draft Presentation of the Plan**

Contractor will deliver the plan in a forum-style meeting with the Advisory Committee. Contractor’s Project Team will answer any questions about the plan, planning process, or implementation to assist with the review process by the Advisory Committee.

### *Task 1.3: Plan Documentation and Development*

Contractor will use the documents created throughout the planning process as the foundation to create a concise, readable, and actionable hazard mitigation plan. **This project presents an opportunity to draft a document that is a blend of art, technical information, and storytelling that results in a document you want to read and reference.** Contractor will leverage its experience to ensure the plan organized, aesthetically pleasing, and, of course, technically sound. Project Manager will be responsible for all plan documentation including meeting minutes.

## **Task 2: Develop a Public Engagement Program**

**Contractor will plan, advertise, and host community engagement events such as public hearings, town hall meetings, focus group meetings, committee stakeholder interviews.**

Contractor will work with the Advisory Committee and city officials responsible for public notifications to finalize an engagement program. Project Manager will provide through documentation of the process of the process to meet all FEMA regulations and enhance CRS points. Contractor will implement a multi-faceted approach including in-person and virtual opportunities.

Contractor will be responsible for facilitation and support of the following meetings and engagement activities during the planning process:

### Press Releases

Contractor will work with the City to develop up to four text-based press releases at key points in the planning process such as Plan Kickoff announcement, publicizing meeting announcements, notification of plan draft review period, and plan adoption. Such releases can be made public via multiple channels including social media, Ann Arbor Cable Television Network, City GovDelivery, city websites, and social media. Contractor will draft the text while City will post directly.

### Meetings

**Public Meeting 1: Public Kickoff Meeting.** The purpose and topics of this meeting are the same as Advisory Meeting 1: Advisory Committee Kickoff Meeting. This meeting is often held in the evening to accommodate typical working schedules of the public and stakeholders. It designed to be interactive to encourage input. This meeting will be held on the same day as Meeting 1 and held within 60 days of initiating the planning process to obtain CRS points for public involvement.

**Public Meeting 2: Mitigation Strategy Workshop.** The purpose and topics of this meeting are the same as Meeting 2: Advisory Committee Mitigation Strategy Workshop. By holding the public workshop separate from the mitigation committee strategy workshop, members of the public have an opportunity to focus on specific neighborhood issues while mitigation committee members can focus on general city and agency mitigation needs. As desired, this meeting can be held in conjunction with the Mitigation Advisory Committee Kickoff Meeting.

**Public Meeting 3: Final Draft Presentation of the Plan.** Once a final draft of the plan is ready to review, Project Manager will facilitate a meeting to deliver the plan. Contractor's ProjectTeam will answer any questions about the plan, planning process, or implementation to assist with the review process.

### Web Presence

- Online Survey - Contractor will develop an online survey that can be posted through the City's website and publicized through social media channels.
- Regular updates via local city websites and social media platforms – Project Manager will provide monthly information that can be posted throughout the planning process (e.g., meeting details, meeting documentation, hazard mitigation trivia facts and knowledge)

## Task 3: Collect, Review and Incorporate Existing Data, Plans and Studies

Ann Arbor is a growing community with a wealth of information. Contractor will work with the City to incorporate plans and studies applicable to the planning area. Contractor will coordinate with the Advisory Committee, community partners, stakeholders and public to obtain the existing plans and studies, past hazard impacts, demographic statistics and trends, potential climate impacts and key issues in your community. Leveraging this information creates a well-rounded, integrated plan to assist with risk reduction activities in all City Service Areas. Throughout the process we will leverage data collected from various local, state, and national sources. Examples of data sources include:

- Southeast Michigan Council of Governments
- MapWashtenaw program

- A2Spatial (including tax parcel and building footprint data)
- University of Michigan
- Concordia College
- Huron River Watershed Council
- Michigan Emergency Management and Homeland Security
- Michigan Department of Environmental Quality
- National Oceanic and Atmospheric Administration
- United States Geological Survey
- U.S. Census Bureau
- NASA
- FEMA
- Ann Arbor STAR metrics

As needed, Contractor will also conduct interviews or distribute questionnaires to gather local information and knowledge from Advisory Committee members, partners and stakeholders.

#### **Task 4: Update the Risk and Vulnerability Assessment**

Contractor will conduct structure-based risk assessment and provide maps and graphics to effectively communicate the issues. Contractor will summarize vulnerability for the community with a hazard ranking and potential impacts on safety, public health, and the economy. Contractor will also consider climate change impacts including hazards on large scale events such as those held at University of Michigan. A four-step process will be used to conduct the risk assessment.

##### **Step 1: Identify the Hazards.**

Understanding the hazards that may impact the city is the first step in the risk assessment process. All natural hazards that may impact the planning area will be included and assessed; man-made and technological hazards can be considered but will be assessed at a higher level. Contractor will review and update the current list of hazards by referencing the City's existing plan and the State Hazard Mitigation Plan. The final list of hazards will be reviewed and approved by the Advisory Committee at the kickoff meeting.

##### **Step 2: Profile the Hazards.**

Contractor will develop profiles by leveraging the latest hazard data.

- Develop the local profile for each identified hazard (description, previous occurrences, annual probability, magnitude, and loss information).
- Update and draft maps using GIS data - as data allows, Contractor will develop maps depicting hazard risk and vulnerability to enhance readability and risk communication.
- Update the NFIP metrics to meet FEMA-identified "not met" requirements in coordination with ISO/CRS Specialists, local floodplain management coordinator and state floodplain management coordinator.
- Rank hazards via a Hazard Priority Risk Index (PRI) based on several factors including impact, spatial reach, frequency of occurrence, and warning time.

##### **Step 3: Assess Vulnerability and Impacts.**

The vulnerability assessment brings together previous hazard risk information with available asset data (buildings, population, infrastructure, economy) to assess the vulnerability and potential impacts of each hazard on the planning area. Structure specific assessment will be conducted where possible:

- Hazus-MH - Contractor will perform a Level 2 Hazus-MH (structure-based) risk assessment for all identified critical facilities in the planning area to identify potential impacts from flooding and earthquakes. An overall community assessment will also be performed using best available data.

As data permits, we'll leverage building footprints and tax parcel information for a specific vulnerability assessment for all city structures.

**Step 4: Develop an Overall Summary of Vulnerability.**

With an understanding of vulnerability, Contractor will summarize the key issues identified throughout the city with assistance from the Advisory Committee. This exercise aids in development of mitigation strategies and enhancement of CRS points (i.e., Assess the Problem). Contractor will develop an overall summary of community vulnerability to each hazard and consider qualitative impacts on life safety, buildings, public health, critical facilities, and the economy.

**Task 5: Develop the Mitigation Strategy**

Once the Project Team has completed the risk assessment, Contractor will prepare and present those solutions to the City via the mitigation strategy workshop. During this workshop Contractor will review and update the mitigation strategy including the plan goals and hazard mitigation actions. We'll consider a range of appropriate alternatives and compile all updated and new mitigation actions to form the Mitigation Action Plan. The Mitigation Action Plan is often considered the heart of the plan and the vital piece to keep the community on track to reduce vulnerability and increase resiliency.

*Task 5.1: Review Plan Goals*

The existing plan hazard mitigation goals will be reviewed at the Kickoff Meeting and finalized by the Advisory Committee after the risk assessment is completed.

*Task 5.2: Review Possible Activities*

Contractor will review a comprehensive range of activities to develop an ongoing, integrated resilience strategy appropriate to city capabilities. Categories include: preventive activities, floodplain management regulations, property protection activities, natural resource protection activities, emergency services activities, structural projects, and public information activities.

*Task 5.3: Review, Update and Develop Actions*

Contractor will work with the Advisory Committee to provide updates on each existing action and develop new actions reflective of the city's vulnerabilities, goals, and capabilities. Actions will be prioritized inclusive of a benefit-cost review. The end result is a Mitigation Action Plan which includes required information for each action:

- Description of the action to be taken
- Responsible agency
- Timeframe
- Funding source
- Picture (if applicable)
- Priority

Adding value to the deliverables, location-specific actions can be compiled into a database for spatial viewing and tracking.

## **Task 6: Update Plan Review, Evaluation and Implementation Procedures**

Contractor will work with the City to determine how:

- The plan will be updated, monitored and evaluated over time
- The Advisory Committee can regularly review the plan (such as an annual meeting)
- The public will be engaged for the next five years
- How mitigation will be integrated into other plans throughout the city

The Project Team will provide specific recommended techniques to enhance progress over time.

## **Task 7: Review of the Draft Plan**

Contractor will ensure the plan is organized, aesthetically pleasing, and technically sound. Per Contractor's internal procedures, the final draft document will undergo an independent and technical review prior to release.

### *Task 7.1: Advisory Committee and Public Review*

Contractor will release the plan via an in-person meeting (Advisory Committee Meeting #3 & Public Meeting #3). Contractor will coordinate with City staff to have the plan online for additional visibility.

### *Task 7.2: Submit Plan for Compliance Review*

Following a review by the mitigation committee, public and stakeholders, Contractor will submit the City of Ann Arbor Hazard Mitigation Plan Update to Michigan Emergency Management and Homeland Security and FEMA Region V for a compliance review. As part of the draft plan submission process, Contractor will complete the Local Mitigation Plan Review Tool (Appendix A of FEMA's "Local Mitigation Plan Review Guide") to verify all 44 CFR 201.6 regulations have been met. All required revisions from the state or FEMA will be resolved by our team to reach FEMA Approved Pending Adoption status.

## **Task 8: Delivery and Adoption of the Plan**

Contractor will assist the City every step of the process until the plan has received approval from FEMA.

### *Task 8.1: Guide the Adoption Process*

Once plan has been deemed adoptable by FEMA Region V, Contractor will provide guidance for the city on the adoption process. Contractor will attend the Council meeting to answer questions.

### *Task 8.2: Deliver the Plan*

Contractor will print three copies of the final plan (color printing) for the City. Contractor will also provide finalized electronic copies (including PDF and editable Microsoft Word files), as well as all GIS data to the City.

## **EXHIBIT A-1**

### **PROJECT SCHEDULE**

Contractor will proceed with the Work Plan upon receipt of written notice to proceed from the City. Contractor recognizes the approved plan must be in place (including city adoption) by November 30, 2017. In order to meet the desired approval schedule, the City agrees to accommodate reasonable scope adjustments (as mutually agreed upon) throughout the planning process. The proposed schedule is shown below. Any change to the proposed schedule must be approved in writing by the Contract Administrator and the Project Manager.



# PROPOSED *schedule*

Task	Description	2017					
		July	Aug	Sept	Oct	Nov	Dec/Ongoing
1	Organize to Prepare the Plan	████████████████████					
2	Develop a Public Engagement Program	██					
3	Collect/Review/Incorporate Data	████████████████████████████████████					
4	Update the Risk Assessment	████████████████████████████████████					
5	Develop the Mitigation Strategy			████████████████████████████████████			
6	Update Plan Maintenance Procedures				████████████████████████████████████		
7	Review and Submit the Plan*				████████████████████████████████████		
	Mitigation Committee/Public Review				████████████████████████████████████		
	MEMHS/FEMA Review				████████████████████████████████████		
8	Adopt and Deliver the Plan*						Plan Due 11/30

Meetings	2017					
	July	Aug	Sept	Oct	Nov	Dec/Ongoing
Orientation Meeting (Conference Call)	████████████████████					
Advisory Committee Meeting (ACM) 1: Kickoff	████████████████████					
ACM 2: Mitigation Strategy Workshop			●	●		
ACM 3: Draft Plan Presentation				●		
Public Meeting (PM) 1: Kickoff	████████████████████					
PM 2: Mitigation Strategy Workshop			●	●		
PM 3: Draft Plan Presentation				●		
Adoption Meeting (With City Council)					●	
Bi-Monthly Advisory Committee Meetings		●		●		●

## **EXHIBIT A-2**

### **PROJECT DELIVERABLES**

1. Prepare final Work Plan based on information gathered at Orientation Meeting for review and approval by the Contract Administrator.
2. Coordinate all Advisory Committee meetings, including scheduling and preparation of all meeting materials
3. Facilitate Mitigation Strategy Workshop for Advisory Committee
4. Develop and Facilitate Public Engagement Program
  - Draft all Press Releases and Notice for Meeting and submit to Lisa Wondrash, City Communication Director for final review and approval. City will post notices and issue Press Releases directly.
  - Prepare all handouts, presentation power points or other informational materials for any public meeting. Materials must be reviewed and approved by Lisa Wondrash before use in any public forum.
5. Draft and Present Plan Documentation to all required reviewers, including Advisory Committee, City Administration and City Council
6. Complete CRS Hazard Mitigation Plan Score Sheet (CRS Activity 510)
  1. Contract Administrator/City Support of Project Deliverables City will assist with scheduling meetings and securing meeting rooms.
  2. City will assist with posting press releases.

**EXHIBIT B  
COMPENSATION**

Contractor's total compensation for all Services shall be payable as specified in Article IV above. This is a lump sum contract, inclusive of labor and all direct costs and expenses. Services component prices are stated as follows:

**Price by Proposal Task**

<b>TASK</b>	<b>HOURS</b>	<b>FEE</b>
Task 1: Organize to Prepare	146	\$21,700
Task 2: Public Engagement	140	\$19,256
Task 3: Data Collection	136	\$15,988
Task 4: Risk Assessment	300	\$34,140
Task 5: Mitigation Strategy	168	\$26,536
Task 6: Plan Maintenance	28	\$3,468
Task 7: Plan Review	64	\$12,360
Task 8: Delivery	24	\$4,320
<b>LABOR SUBTOTAL</b>	<b>1006</b>	<b>\$137,768</b>
<b>OTHER DIRECT COSTS SUBTOTAL (travel, printing)</b>		<b>\$4,957</b>
<b>GRAND TOTAL</b>		<b>\$142,725</b>

Contractor used the following travel assumption to develop the "Other Direct Costs" estimate:

Trip #1: Kickoff Meetings  
3 Stantec attendees: 2 nights; 3 days on site

Trip #2: Mitigation Strategy Workshops:  
4 Stantec attendees: 2 nights; 3 days on site

Trip #3: Plan Draft Presentation Meeting  
2 Stantec attendees: 2 nights; 2 days on site

Trip #4: Council Approval Meeting  
1 Stantec attendee: 1 nights; 1 day on site

Invoicing:

The compensation payable is total lump sum, not to exceed amount of \$142,725.00. Monthly invoices will be made to the city based on a percent complete basis by the fifth calendar day of each month. Monthly Invoices will include a progress report that describes the work completed for the invoice. Documentation of expenses (receipts) will be included.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance and endorsements to the City on behalf of itself, and when requested any subcontractor(s).

A. Contractor shall have insurance that meets the following minimum requirements.

1. 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

2. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City'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 Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be

required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

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