

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
INTERFACE STUDIO LLC AND THE CITY OF ANN ARBOR
FOR COMMUNITY VISIONING AND MASTER LAND USE PLAN**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Interface Studio LLC ("Contractor"), a Pennsylvania Limited Liability Company with its address at 340 North 12th Street, #419, Philadelphia, PA 19107, agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means Planning Services.

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

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

Project means Community Visioning and Master Land Use Plan described in City RFP #19-06.

II. DURATION

Contractor shall commence performance on February 1, 2020 ("Commencement Date"). This Agreement shall remain in effect for two years (through January 31, 2022) unless terminated as provided for in Article XI. The City shall have the right to renew this Agreement for two consecutive one-year terms on the same terms, conditions, and pricing, upon written notice to the Contractor. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide planning consulting services to support community engagement, visioning, consolidation and development of a new community master plan ("Services") in connection with the Project as described in Exhibit A. 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 quality performed by persons 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (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.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. The total compensation payable to Contractor pursuant to this Agreement shall not exceed \$766,737 unless an additional amount is approved in writing by the City's authorized representative. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor 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 Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) 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.

VI. 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 that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor 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 City.
- C. To the fullest extent permitted by law, Contractor shall 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 Contractor 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 City'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. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 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. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor 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.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor 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 Contractor warrants that it has all the skills, experience, and professional licenses 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 to provide the Services specified in 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.
- E. The Contractor 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 Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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. 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 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 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 Contractor. The Contract Administrator shall give Contractor 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 Contractor'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 effect 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 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:
Scott Page, Principal
Interface Studio LLC
340 North 12th Street, #419
Philadelphia, PA 19107

If Notice is sent to the CITY, it shall be addressed and sent to:
City of Ann Arbor
Brett Lenart, Planning Manager
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to:
City of Ann Arbor
Attn: Office of the City Attorney
301 E. Huron St.
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 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.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. 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 with Exhibits A, B, and C, 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. RFP #19-06 and Contractor's Proposal to such RFP may be used to inform the terms and understanding between the Parties but in the case of conflict between any of these documents, the following order of priority shall govern: this Agreement, RFP #19-06, and Contractor's Proposal. 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 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.

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. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

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.

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

DATE: _____

Approved as to substance

Derek Delacourt, Community Services
Service Area Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

The Contractor shall provide the following services (which are divided into four separate tasks that include: Getting Started; Inventory & Analysis; Vision & Recommendations and; Implementation). Contractor acknowledges that a rich engagement process, designed with City, is integral to each of these tasks. As such, the scope of work is written in sequential order to demonstrate the relationship between outreach activities and steps in the planning process.

TASK 1 – GETTING STARTED

This task is focused on gathering base data and setting the tone for the rest of the initiative.

TASK 1.1: ESTABLISH A COMMUNICATION PLAN

Comprehensive planning requires seamless communication between the partner organizations, a steering committee and the consultants. To ensure continuous communication, Contractor will set up either a Google Group or Basecamp site for the project as a virtual homebase for the work. This will allow us to share files and easily send messages to members of the steering committee and partner organizations. In addition, Contractor will organize a schedule of conference calls, facilitated by Scott and Stacey twice a month, to maintain coordination during each step of the process. Contractor expects 30 calls total during the course of the work with a small project leadership team.

TASK 1.2: INVENTORY WISHLIST

Contractor will submit a formal request for data and information to the City based upon existing data and the needs of Contractor. Contractor asks that all data be provided to Contractor in GIS format.

TASK 1.3: GATHER & SUMMARIZE EXISTING PLANS & PROPOSALS

Contractor will gather and review all recent reports, plans and studies for the City and region. Contractor will also collect information on recently proposed development projects and capital expenditures on infrastructure, streets or other improvements in the City. In order to properly integrate University of Michigan campus planning efforts, Contractor will also engage with the University and assess the potential citywide impacts of on-going and planned campus initiatives. All of the strategies and proposed investments will be summarized in a chart and graphically on a map for discussion purposes. This summary will be the starting point for understanding the context of the project.

As part of this process, Contractor will work with the City to develop an equity and inclusion framework that will inform the initial data-gathering and technical analysis phase, ensuring that all elements of the general plan update incorporate an explicit equity focus. This includes working with the City and local stakeholders to develop a working definition of what equity and inclusion means in the local context, identifying key equity considerations within each Plan element, identifying socially vulnerable communities within the city, and highlighting best practices the City already employs to mitigate negative outcomes. By using this framing from the project's onset, Contractor ensures that the Plan employs a precise definition to address issues of social equity,

clearly identifies areas of concern, communicates a clear understanding of the City's at-risk populations, and puts forth a planning strategy that addresses historic disparities. This task will also integrate the AARP Livable Communities Index to jumpstart the conversation around challenges to creating an Ann Arbor for all ages.

TASK 1.4: CREATION OF THE STEERING COMMITTEE

Contractor will work with the City to convene a steering committee of merchants, property owners, community residents and other stakeholders to establish the processes and timelines for creating the plan. The group will help us conduct research, check Contractor's assumptions, gain further insight into the community, evaluate Contractor's recommendations, and reach out to the community. As a part of this task, Contractor will coordinate with the City to identify the appropriate mix of participants for the group, develop a welcome letter for participants and set a schedule of meetings for the project.

TASK 1.5: PUBLIC PARTICIPATION PLAN

To guide the outreach activities, Contractor will develop a public participation plan that outlines the specific tools, methods and timing for outreach activities. (Please note that while Contractor has outlined tools in this proposal, the public outreach process will truly be designed with the City and their partners.) This public participation plan will be sent to the client group and the steering committee for review and comment.

TASK 1.6: WORKING GROUPS

The Steering Committee is only one way to be involved in this process. The scope above also includes surveys, interviews, focus groups and many public events. However, given the level of interest around this plan, can establish a series of Working Groups to engage residents and stakeholders around some of the City's key issues throughout the process. This could include housing, economic development, parks, aging in place or other issues. At this time, Contractor recommends 5 working groups that will meet 3 times each during the process.

TASK 1.7: ONE ON ONE STAKEHOLDER INTERVIEWS

Face-to-face and telephone interviews will be conducted with between 75 and 100 "critical actors" or "stakeholders." Critical actors or stakeholders may include real estate industry representatives, City leadership, business community leadership, non-profit organizations, tourism representatives, key property owners or their representatives, residential community leaders, key business operators, key government staff, and others.

TASK 1.8: ESTABLISH GRAPHIC STANDARDS AND INITIAL MARKETING MATERIALS

It is extremely important for the Plan to have a world-class, professional brand that conveys vision and unity. Contractor will establish a set of graphic standards that all team members will use to produce their work. These graphic standards will build on Ann Arbor's existing preferred fonts and colors and help to establish an identity for the work. In addition, Contractor will develop marketing materials throughout the project that are consistent in look, voice and messaging. These materials include postcards, flyers, graphics for social media and other products like t-shirts to help promote specific public events and get the word out about the Master Plan.

TASK 1.9: SOCIAL MEDIA LAUNCH

Contractor expects to use a combination of outlets, such as FaceBook, Twitter, Instagram, and a master plan web page on the City's website to engage and update residents on the process. This task includes regular updates and postings through different social media channels.

TASK 1.10: KICK-OFF MEETINGS

At the close of this first task, Contractor will prepare for and facilitate the first Steering Committee meeting. After discussion with the Steering Committee, Contractor will launch the survey and the collaborative map (Tasks 2.8 and 2.10).

TASK 1.11: STUDY AREA TOURS

As a part of the inventory, Contractor would like the opportunity to see portions of Ann Arbor through the eyes of those that know it best. At the kick-off steering committee meeting, we'll recruit 4-5 tour guides and interested parties to give us a tour of specific locations. It is an opportunity for involved stakeholders to spend time with us and help us learn more about the City.

TASK 2 – INVENTORY & ANALYSIS

This task includes Contractor's full analysis of the City combined with major public events designed to encourage awareness, excitement and ongoing participation.

TASK 2.1: DIGESTING THE DATA

Contractor's team will review the data provided by the City to develop presentation maps and summary graphics for public presentations. Where appropriate, Contractor will also leverage data Sam Schwartz has collected and analyzed for the Comprehensive Transportation Plan to further Contractor's resources. This portion of the analysis will afford visualization of the following variables:

- > Context maps illustrating regional connections and economic drivers;
- > Current land use and zoning;
- > Recent revitalization, investments, and proposed developments;
- > Urban Design features including views and noteworthy buildings / spaces;
- > Community assets such as institutions, employment centers, and open space;
- > Economic conditions and trends that will supplement Contractor's economic analysis;
- > Infrastructure including water, sewer, stormwater, energy, and food production
- > An environmental report card based on the City's tree canopy, parks and environmental factors such as impervious surfaces and stormwater runoff;
- > Commercial corridors and districts;
- > Crime statistics if made available by the Ann Arbor Police;
- > Quality of Life Issues including trash, vandalism, panhandling or other concerns.

TASK 2.2: POLICY REVIEW

In addition to an analysis of previous plans, Contractor will review local policies with an eye toward accomplishing key comprehensive planning goals. What policies of the City currently assist or impede: Creating healthy environments; ensuring community equity; providing safe, affordable housing and; addressing climate change? How do these policies align with the goals of AARP's Livable Communities Initiative?

TASK 2.3: AN ANALYSIS OF THE LOCAL AND REGIONAL ECONOMY

Our approach to economic analysis encompasses a combination of economic data and interviews with an array of individuals to understand existing businesses, emerging fields, business model and supply chain approaches. Ninigret Partners will create an economic profile that includes:

- > Base level analysis including employment growth, establishment change, wages, industry concentrations among others;
- > Entrepreneurial activity analysis using a series of proxy indicators from data sources such as Kickstarter & ETSY activity, business formation rates, SBIR funding rates, Crunchbase, university start ups;
- > Workforce including commuter sheds, occupational distribution, educational levels, talent pipeline if relevant;
- > Local context informed through review of existing reports, targeted interviews and discussion groups to identify strengths, weaknesses, opportunities and challenges.

The findings of the economic profile will be summarized and key issues extracted, such as understanding the City's industry concentrations and whether they create risk factors that need to be managed; potential growth opportunities from emerging fields; physical space and workforce requirements of target industries and emerging opportunities gaps; ability of real estate and land to accommodate emerging economic sectors; and whether commuting patterns support the City's livability.

TASK 2.4: SUSTAINABILITY ANALYSIS

BuroHappold will evaluate the City's existing sustainability indicators, guidelines and initiatives, such as those pertaining to climate and energy, resources management, and environmental management. Additionally, the University of Michigan represents approximately 30% of Ann Arbor's annual GHG emissions and their campus planning decisions have the potential to significantly impact citywide systems and sustainability. BuroHappold will summarize on-going and planned University of Michigan initiatives and their expected impacts on citywide sustainability.

TASK 2.5: HOUSING ANALYSIS

Ninigret Partners will produce an inventory of housing types of conditions to provide a granular understanding of the City's current housing stock. This will include the following assessments:

- > Housing inventory and geographic distribution to document the number and location of the city's current stock of housing units by type, the age of units, owner-occupancy versus rental units and an inventory of subsidized housing and estimates of housing vouchers;
- > Housing conditions to determine the condition of housing units across the city utilizing city code enforcement, building permit and property tax data;
- > Proximity to community assets analysis to identify the proximity of housing and neighborhoods to transit, employment centers, shopping centers, and healthcare centers;
- > Housing units under development to identify the number of and type of housing units approved, target markets such as student housing or senior housing the location of these future units, and the general sales price or lease range of the units.

A community housing profile will be developed that documents the following demographic, economic, and housing trends that describe the key factors driving housing demand in Ann Arbor:

- > Demographic trends analyses will identify historic trends and projections for population growth, household formation, age cohorts, types of households, neighborhood propensity to change, race and ethnicity, and disabled populations;
- > Economic trends analyses will demonstrate how economic factors influence housing demand through evaluations of employment growth by industry sectors, wage growth by sectors, workforce commuting trends, household income trends, and the local poverty rate;
- > Housing trends will identify local and regional housing development trends, homeownership rates, sales prices and rents, per cent of homes cost burdened, vacancy rates, and foreclosures.

TASK 2.6: BUDGET REVIEW

Our team will work with the City to frame the potential impacts to revenues and expenditures based upon current land use and policy practices. Contractor's intent is to understand how City resources are related to decisions in land use, density and other codes.

TASK 2.7: TRANSPORTATION PLAN REVIEW

Integrating the Community Visioning and Master Land Use Plan with the ongoing update of the Comprehensive Transportation Plan (led by Sam Schwartz) will ensure that transportation investments are aligned with and serve areas targeted for increased density and development.

Likewise coordinating the two efforts will align the distribution of residential, commercial, and employment opportunities in a manner that facilitates shorter trips which can more easily be made via walking, biking, or transit. This will also support aging in place and the AARP Livable Communities Initiative as neighborhoods that are walkable, bikeable, and connected to transit allow older adults to maintain their independence and mobility without access to a car.

TASK 2.8: SURVEY OF KEY STAKEHOLDERS

The Contractor team philosophy of public involvement in the planning process embraces the concept of residents and business owners as experts. Contractor has developed and administered several types of citizen surveys in different communities, with varying levels of public interest. This tool is particularly useful for capturing the perspective of diverse stakeholders that include not just residents but also commuters and other non-resident community members who have a relationship and stake in the City. Contractor will work with the steering committee to develop concise questions that will help to refine a vision for the City. Contractor will create an on-line survey that will be distributed through partner organizations and tabulate and analyze the results. In addition, Contractor will also design a hard copy of the survey for distribution in communities where internet access is low. Contractor's overall goal is to have 500+ responses to a short 15-30 question survey about the City.

TASK 2.9: NEIGHBORHOOD OUTREACH TEAM

To ensure widespread and equitable participation, Contractor proposes to hire local residents to serve as an outreach team. Their role would be to coordinate with the planning team and execute critical engagement activities including the survey and the neighborhood roundtables / meeting in a box pop-up events. Contractor staff will train team members for each specific task. Contractor expects an average of 20 hours per month for 4 residents over the course of 12 months however, some months will require more time and others less depending on the task. Contractor asks that the City and Steering Committee identify 4-5 potential candidates for Contractor's team to interview for the work. Interface Studio's time in this task includes organizing their work schedules, training, technical assistance and integrating their work into the overall public engagement database.

TASK 2.10: COLLABORATIVE MAP

Contractor will create an on-line map that enables any user to add both "insights" and "ideas." The map will serve as an on-line catalogue of community concern and help to identify necessary improvements from the ground up. Previous uses of this tool have provided the process with hundreds of specific ideas and thousands of views by local residents.

As it is likely that some will not have internet access nearby, Contractor will also create a large format hard-copy version of the interactive map which can be placed in a public space like a library. The hard-copy map will use stickers and notecards to mimic the online map. Contractor has had success with both versions of the map and will tailor the exercise to best meet the needs of this project.

TASK 2.11: OPEN HOUSES (public events)

Contractor will work with the City to identify visible locations to hold a series of public events. The intent is to design a roving pop-up gallery that presents Ann Arbor yesterday, today, and in the future. The City would be responsible for helping us to find and secure appropriate space for these events. Contractor expects to hold five (5) city-wide Open Houses (one in each Ward) to take place in a visible location that can serve to share and collect information from the public. These

events, when properly marketed, present an opportunity to attract a lot of people and provide significant value for the process and in what is learned.

The City may want to consider renting a visible, commercial space (or secure one for free from a kind-hearted property owner) during the course of the project to serve as the planning headquarters. This space would provide a home for one of the open houses but also the focus group meetings and other project meetings. With a clear storefront window, it could also serve as a nightly projection location to advertise the plan / upcoming events and communicate issues and ideas.

Our Open Houses include multiple games and tools designed to elicit public response and discussion. Many of the exhibits and games are easily transportable to other locations for use in public meetings and other events. The exhibits will be designed to share some of the trends and issues facing the City while encouraging different methods for people to tell us what they would like to see in the future. The tools potentially include everything from City 'Mad Libs', Contractor's 'Photo-Suggestion Booth' and 'Postcards from the Future' designed to capture people's vision and big ideas as well as interactive games designed to educate and discuss trade-offs about the specific policies and places.

Contractor has included in Contractor's budget time to augment these major events with one town-hall style public hearing around the plan in addition to those required for the Planning Commission and City Council.

TASK 2.12: NEIGHBORLY ROUNDTABLES / MEETINGS IN A BOX

Contractor think some neighbors may want to organize their own discussions about the future of the City. However, for this form of distributed engagement to be effective, it needs to be carefully designed such that findings make their way to the consulting team for inclusion into the overall process. Contractor's team will create a package of materials that can be taken across the City or downloaded from the City's project website. This package will include a D.I.Y. kit that residents can use to talk with their neighbors about their neighborhood and the City. This may take the form of a game (game night!) or other materials. Instructions would clearly stipulate how to use the materials and how to record the feedback and deliver it to the team. To help jumpstart this process, Contractor will train 10-15 resident volunteers to take this material to their communities. Contractor's hope is that this will help to generate additional awareness and interest on the Master Plan.

Contractor will also arm City staff with the material to take to events across the City. Contractor calls this Contractor's "meeting in a box" that includes some aspects of the open houses in portable form.

TASK 2.13: PUBLIC INVOLVEMENT ANALYSIS / SUMMARIZING THE THEMES

Public engagement is a critical source of data. To maximize its impact on the process, Contractor carefully culls through the responses and feedback along the way. Contractor spends a lot of time analyzing and graphically illustrating the engagement findings to help reveal the stories and

values of Ann Arbor. Contractor will create info-graphics and share them back with the public to reinforce the transparency of the process. This rigorous approach to not just engaging the public but also in capturing and illustrating the findings is essential in moving ideas and policies forward while also identifying the key barriers and issues that need to be addressed before completion of the draft Master Plan. Contractor will organize all public comment and materials into an appendix and database.

TASK 2.14: COORDINATION MEETINGS

Our team will update the steering committee and the City on the plan and recent findings 2-3 times during the course of this task.

TASK 3 – VISION & RECOMMENDATIONS

TASK 3.1: DRAFT STATEMENT OF GOALS AND OBJECTIVES

Building from the public outreach and data inventory, a draft set of goals and objectives embodying City values for the future will be developed for review by the steering committee. These goals and objectives will guide the recommendations developed for different elements of the plan.

TASK 3.2: LAND USE ALTERNATIVES AND ZONING CONCEPTS

The technical analysis will produce an existing land use map plus identify sites and areas that are susceptible to change. Contractor's charge is to develop future land use alternatives that are in line with the community-driven City values, based upon the research and analysis, and that consider the long-range plans of the University of Michigan. The future land use alternatives need to consider a few factors:

- > Current land use designations. Should changes be made to existing designations including expanding or merging any land use categories? This is a process Contractor just led for Wilmington, DE with the comprehensive plan Contractor is completing in the coming months.
- > Identify locations / areas of Ann Arbor that should be preserved. These places are not changing due to local values, the need to protect the environment and/or to continue providing critical city services and utilities.
- > Identify those locations that could change. Development and market pressures, undesirable or changing existing uses and other factors will reveal those places that are likely going to change or should change to better achieve the vision of Ann Arbor. For these locations, Contractor's team will develop alternative uses for discussion and provide an analysis of trade-offs including fiscal considerations to the City, residents and partners.
- > Aging in place. AARP Livable Communities Initiative will be integrated into the land use planning that can help to elevate Ann Arbor and build more resilient, liveable communities. In particular, considerations of access and equity for aging populations will be considered, in addition to socioeconomically-challenged communities. This will be especially important when considering vulnerability to heat and other climate change-related hazards.
- > Neighborhood-scale sustainability. There are significant climactic and environmental issues facing Ann Arbor, including the need to prepare for climate change (warmer temperatures, shorter winters, increased precipitation with more severe precipitation events, and extreme heat and drought). Land use planning is one of the most impactful tools that the City of Ann Arbor has to promote sustainability.

As Contractor's team narrows in on a preferred land use alternative, additional strategies will be necessary to set clear expectations around density, form and other factors that shape local zoning procedures and guidelines. This task includes identifying necessary zoning changes to

reflect the future land use, enhance preservation and promote the right kind of development for Ann Arbor.

TASK 3.3: DESIGN GUIDELINES

The Interface team will evaluate the existing design guidelines for the downtown district in light of the future land use, identified City values, and the focus areas to determine how they may be expanded, enhanced or changed to suit the specific characteristics of different parts of Ann Arbor. As a part of this process, BuroHappold will explore how best to integrate building-scale sustainability frameworks such as LEED, WELL, Passive House, and Living Buildings Challenge. These high-performance building standards can inspire innovative design and provide recognition for well-performing buildings. Applying sustainability targets and goals to the building scale can bring about multiple benefits, including reduced energy and water consumption, increased diversion rates and recycling, lower GHG emissions, and healthier and happier residents. Building-scale strategies may include improved thermal envelopes, optimized facades, daylighting and controls, indoor air quality and thermal comfort, sound quality, water reuse, recycling, and sustainable material reuse. Where feasible, these strategies should be integrated into the Ann Arbor architectural design guidelines to help realize a more environmentally- and community-friendly downtown Ann Arbor.

TASK 3.4: FOCUS GROUPS

Contractor will work with the City to organize focus groups to discuss the analysis and findings. Focus groups are small groups of about 10 participants that allow for a rich discussion of ideas and concerns. Each focus group will be facilitated by the Contractor team with an agenda of previewing existing conditions data and generating discussion about specific strategies for the City. Contractor asks that the City be responsible for inviting focus group participants, securing meeting space and providing light refreshments. Contractor typically organizes focus groups targeted to specific interests. Contractor initially recommend 8 focus groups around different topics each of which will address equity, community resilience, and public health in the context of the discussion. Focus group topics may include:

Community

- > Neighborhood focus group to hear from established neighborhood organizations and engaged community members about integrated land use that maintains Ann Arbor's unique sense of place and strengthens neighborhoods.
- > Housing focus group to discuss issues regarding housing diversity, affordability, quality, and safety; market-rate investment; and housing programs, particularly for homeless and low-income households.
- > Youth focus group to discuss with teens their concerns and hopes for the future of Ann Arbor.
- > Seniors focus group to discuss challenges and opportunities related to "aging in place" and the AARP Livable Communities Initiative.

- > Employer focus group to discuss their needs and vision for their businesses and the City, including the strengthening of commercial corridors and downtown.
- > Economic development focus group to discuss Ann Arbor's economic climate, resiliency, and competitiveness, with a focus on local jobs and diversity of businesses across all sectors.
- > Active Living & Learning focus group to discuss opportunities to further improve Ann Arbor's quality of life with diverse cultural, recreational, and educational opportunities.

Land Use and Access

- > Developer focus group to discuss the local market and City policies and procedures. This could be split into multiple focus groups where one is focused on residential developers and the other commercial.
- > Merchants focus group to help us gather insights from business owners.
- > College student focus group to discuss their perceptions of Ann Arbor and its ability to retain graduates.
- > Transportation focus groups to discuss barriers and ideas toward encouraging safe, comfortable, and efficient transportation options for pedestrians, bicyclists, and transit users.

Climate and Energy

- > Sustainable buildings focus group to discuss opportunities to design and retrofit new and existing buildings, to deploy renewable energy, to support neighborhood development and to reduce carbon emissions and waste.

Resource Management

- > Environment focus group to discuss clean air, water, and soil; ecosystem health; local food; and responsible resource use; parks and open space; and flood mitigation through infrastructure improvements and integrated land use planning.

TASK 3.5: HOUSING PLAN

The housing plan will develop recommendations based on key factors driving housing demand in Ann Arbor; demographic, economic and housing trends, including the University of Michigan's long-term goals and projected enrollment and employment. Contractor will also develop tools to provide a range of housing types to enable residents to age in place and further AARP's Livable Communities goals. Reinforcing the connection between transportation and land use planning, Contractor's team will evaluate opportunities to establish a mechanism for transit-oriented development (TOD). Previous plans in Ann Arbor have recommended various forms of TOD, such as increased density and mix of uses along key transit corridors, a form-based code in downtown and on key corridors, or a specific TOD overlay. While many TOD policies around the U.S. focus on development around heavy and light rail, cities are beginning to expand TOD to areas with high capacity bus service.

TASK 3.6: ECONOMIC DEVELOPMENT PLAN

The economic development plan will be structured to provide Ann Arbor with line of sight between issues and opportunities in the local economy with strategies and potential projects that can help

to foster a growing, equitable economy. The plan will identify areas that are within the City's control, areas within regional control, areas that Ann Arbor can influence such as state policies, and larger economic forces that are outside of Ann Arbor's immediate ability to control or influence (e.g, digital technology adoption). This will help focus the plan, activities of the key stakeholders and accompanying performance metrics to measure Ann Arbor's progress toward meeting its community economic goals.

TASK 3.7: SUSTAINABILITY FRAMEWORK

BuroHappold will work with the Interface team to prepare a set of sustainability principles that aligns with the City values, and develop a comprehensive sustainability framework to reference existing and recommend new guidelines, benchmarks and performance targets with the use of Key Performance Indicators (KPIs) to support key impact areas. The sustainability framework may include, and is not limited to, energy policies and programs, water resource management, materials resource management, transportation, and environmental management.

To facilitate the development of City values and their application to the various stages of the Community Visioning and Master Land Use Plan, the Interface team will perform a gap analysis that will match existing actions to the identified City values and show areas in need of additional actions, or those areas requiring more specific, detail-oriented actions. This gap analysis will highlight opportunities to meet the City's goals and vision for growth, equity, and sustainability. Furthermore, the Interface team will evaluate the potential impact of each action as a method to weigh and compare different actions.

BuroHappold will seek to identify opportunities to align elements of the University of Michigan sustainability goals with City efforts, as well as promote them citywide when appropriate. Conversely, as proposed initiatives are developed for the Community Visioning and Master Land Use Plan, the Interface Team will proactively identify opportunities for partnership with the University, building upon the long history of collaboration on sustainability initiatives.

BuroHappold will also coordinate the development of a Scenario Planning Tool. This tool will allow the City and the consultant team to test actions and groups of actions into the future and assess potential impact, including GHG emissions and other environmental impacts. The Scenario Planning Tool will take into account future population growth, demographic changes, spatial development strategies, and regional economic projections, among other considerations. The Interface team will also account for the University of Michigan's long-term forecasts during the scenario planning exercise, and will leverage the cloud-based UrbanFootprint software, which allows anyone to rapidly assess the impacts of various land use and transportation planning scenarios.

TASK 3.8: A STRATEGY TO ADDRESS COMMUNITY EQUITY

Contractor will work with the City and its diverse communities to co-create a targeted universal strategy that is inclusive of the needs of all residents while also acknowledging that different groups are situated differently relative to institutions and resources. Further, for equity to effectively inform and guide the City's planning and investment, strategies would include specified

objectives and measurable indicators of progress. In this way, any recommendations would be evaluable by outcomes and not simply intent. This can be accomplished by:

- > Acknowledging the presence of structural inequities that interrupt the relationship between individual efforts and results thereby perpetuating inequitable access, opportunities, and outcomes;
- > Developing a collective analysis with the community of how these disparities are institutionalized in the areas of housing, economic development, transportation, land use, and the environment; and,
- > Developing measurable strategies that are as robust as Contractor's structural analysis.

Realizing a vision of equity may seem overwhelming; truly it is a long-term goal. However, it is more than just an end result and is actually something Contractor infuses into Contractor's work and see results along the way. Every step along the journey of a more equitable City can manifest where it is Contractor is trying to get. As Contractor does this, Contractor inevitably begins to see things differently, and are compelled to repeat this process over time and across contexts with deeper analysis and heightened capacity. Engaging this process proactively strengthens the potential for the City to respond strategically rather than react to moments of crisis and breakdown.

TASK 3.9: FOCUS AREAS

In this Plan, the Interface team will evaluate site-specific recommendations and shift the focus to more district-scale strategies that develop and align with character areas and corridors throughout the City. With sustainability in mind, the Interface Team will develop a set of focus areas for the Plan that will drive the development and allocation of strategies. Applying a sustainability focus to the creation of Ann Arbor's focus areas will help to realize synergies in building type, infrastructure and systems, and provide simpler approaches to implementing sustainability strategies. Contractor's team will identify illustrative potential development scenarios for key focus areas along with design options for key corridors and public spaces. These graphics will serve as a means of helping to illustrate the potential future of Ann Arbor with the intent of bringing multiple areas of the Plan concepts and policies together and demonstrate their potential impact on focus areas in the City. This work will help Contractor's team to conduct Contractor's outreach by communicating the potential, trade-offs and options for different approaches.

TASK 3.10: COORDINATION MEETINGS

Our team will update the steering committee and the City on the plan and recent findings.

TASK 4 – IMPLEMENTATION

The Implementation Plan is the critical component of the comprehensive plan. Without a viable set of actions that reflect both the aspirations of the City and the realities of the marketplace, the value of the overall vision is greatly diminished.

While the above concept is likely to be embraced by most, there will be major differences in the approach to the development of the Implementation Plan. Contractor's philosophy is that market realities, the availability of financing and any limitations in local capacity to implement must be integrated into the development of the vision from day one. Contractor prides itself on its ability to develop create creative yet pragmatic visions. Contractor's team's experience in actually implementing catalytic projects, even in cities that face dire market challenges, speaks to this approach.

TASK 4.1: IMPLEMENTATION TIMELINE

Contractor will develop an implementation strategy that identifies short- medium- and long-term actions to achieve the goals that result from this planning process and parallel ones too. Contractor's approach will focus on a strategy to leverage the various initiatives to generate a whole greater than a simple sum of parts. This will involve specifying sequencing, coordination of activities, and identifying various implementation "paths" that show how results and changes from achieving a certain project can help feed-into and make a subsequent project easier to complete and/or more successful. Contractor will also consider implementation issues that arise from policies and practices, particularly those relating to transportation agency norms, and discuss as solutions leading industry design standards for urban areas. Working with the steering committee Contractor will organize all recommendations into a spreadsheet that aligns the goals with the recommendations and identifies the necessary metrics, partners and funding sources to turn the ideas into reality. A clear list of priority projects and timeframes will be included to help local organizations and funders plan for the upcoming 5 years of work ahead.

TASK 4.2: PRELIMINARY & FINAL PLANS

Contractor understands the need to create a unified master plan and have undertaken a similar process for the Wilmington comprehensive plan which consolidates and streamlines 13 separate plan documents into one accessible document with an overarching vision, set of goals and strategies.

All of the analysis and recommendations will be organized into one well-tailored, place-specific, graphically sophisticated document that describes in detail the set of policies, goals and action steps developed during the planning process. A draft copy will be provided to the steering committee for review. After comments have been received, Contractor will create a final document in formats suitable for print and digital distribution.

Recognizing that there are many different audiences for the plan, Contractor will create an additional stand-alone, user-friendly summary of the plan for wider distribution as well as an online summary. The exact format of the summaries will be determined with you toward the end of the process.

TASK 4.3: WRAP UP AND MARKETING THE PLAN

Contractor believes it is important to market the plan and generate additional support for the work such as it moves toward implementation. For that reason, Contractor will coordinate the City on key presentations intended to roll out the plan to the public, City/County or regional agencies and other stakeholders / agencies as determined by the steering committee.

POTENTIAL ADDITIONAL TASKS

I: PROBABILITY SAMPLING METHOD SURVEY

Should there be interest in investing in a random sampling method, Contractor will outsource a probability sample to collect surveys from 1,000 respondents across the City. Due to the geography of Ann Arbor, completing this survey by telephone is more expensive than using the web and direct mail which is what is recommended. Contractor's existing methodology, however, includes questions about location to enable the Outreach Team described above to target door-to-door work where survey responses are low.

**EXHIBIT B
COMPENSATION**

General

Contractor 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 Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

ANN ARBOR COMMUNITY VISION AND MASTER LAND USE PLAN COST ESTIMATE

TITLE	INTERFACE STUDIO					NINIGRET PARTNERS				SAM SCHWARTZ ENGINEERING			BUROHAPPOLD					Fee per Task	
	Lead Consultant Planning and Urban Design					Economic Development and Housing				Mobility			Sustainability						
	Principal	Project Manager	Associate	Designer	Designer	President	Planner		Principal	Sr. Planner		Associate	Associate Principal	Graduate Consultant	Senior Consultant	Engineer			
HOURLY RATE	\$140	\$120	\$110	\$85	\$85	\$175	\$150		\$195	\$114		\$280	\$235	\$190	\$145	\$135			
TASK 1: PROJECT MANAGEMENT & GETTING STARTED																			
Task 1.1: ESTABLISH AN INTERNAL COMMUNICATION PLAN	60		64			\$ 16,080	20		\$ 3,500					20			\$ 3,800	\$ 23,380	
Task 1.2: INVENTORY WISHLIST			4			\$ 480			\$ -				2				\$ 470	\$ 950	
Task 1.3: GATHER & SUMMARIZE EXISTING PLANS & PROPOSALS	4	16	16			\$ 4,240	2		\$ 350	4		\$ 456	2	4	4	8	\$ 3,420	\$ 8,466	
Task 1.4: CREATION OF THE STEERING COMMITTEE	2	4				\$ 760			\$ -								\$ -	\$ 760	
Task 1.5: PUBLIC PARTICIPATION PLAN	4	8				\$ 1,520			\$ -								\$ -	\$ 1,520	
Task 1.6: WORKING GROUPS	80	80	80	20		\$ 31,300	40		\$ 7,000					40			\$ 7,600	\$ 45,900	
Task 1.7: ONE ON ONE STAKEHOLDER INTERVIEWS	90	90				\$ 23,400	100		\$ 17,500	4		\$ 456		8	32	100	\$ 7,960	\$ 49,316	
Task 1.8: ESTABLISH GRAPHIC STANDARDS AND INITIAL MARKETING MATERIALS	2	8		24	4	\$ 3,620			\$ -								\$ -	\$ 3,620	
Task 1.9: SOCIAL MEDIA LAUNCH	2	8		16		\$ 2,600			\$ -								\$ -	\$ 2,600	
Task 1.10: KICK-OFF MEETINGS	16	16	16	16		\$ 7,280	16		\$ 2,800	8		\$ 912		8	8		\$ 3,400	\$ 14,392	
Task 1.11: STUDY AREA TOURS	16	16	16	16		\$ 7,280	16		\$ 2,800	8		\$ 912		8	8		\$ 3,400	\$ 14,392	
Total Hours	276	314		92	4		194			24			2	30	112	8			
Task 1 Cost Estimate						\$ 98,560			\$ 33,950			\$ 2,735					\$ 30,950	\$ 165,295	
TASK 2: INVENTORY & ANALYSIS																			
Task 2.1: DIGESTING THE DATA	8	24	40	80	24	\$ 17,240	8	16	\$ 3,600	8		\$ 912	4	8	24		\$ 5,940	\$ 27,892	
Task 2.2: POLICY REVIEW	8	24	16	8		\$ 6,440	24		\$ 4,200	8		\$ 912	4	12	12		\$ 4,960	\$ 16,512	
Task 2.3: AN ANALYSIS OF THE LOCAL AND REGIONAL ECONOMY	4	4		8		\$ 1,720	40	80	\$ 19,000								\$ -	\$ 20,720	
Task 2.4: SUSTAINABILITY ANALYSIS	4	4		8		\$ 1,720			\$ -				4	8	40	40	\$ 16,400	\$ 18,120	
Task 2.5: HOUSING ANALYSIS	4	32	16	16		\$ 7,520	24	8	\$ 5,400	4		\$ -					\$ -	\$ 12,920	
Task 2.6: BUDGET REVIEW	2	2	2	2		\$ 740	16		\$ 2,800	4		\$ 456					\$ -	\$ 3,996	
Task 2.7: TRANSPORTATION PLAN REVIEW	2	2	2	16		\$ 2,100			\$ -	24		\$ 2,735					\$ -	\$ 4,835	
Task 2.8: SURVEY OF KEY STAKEHOLDERS	2	16	16			\$ 3,960			\$ -	4		\$ 456		2	2		\$ 850	\$ 5,288	
Task 2.9: NEIGHBORHOOD OUTREACH TEAM	16	80	40	80		\$ 23,040			\$ -								\$ -	\$ 23,040	
Task 2.10: COLLABORATIVE MAP	1	8		24		\$ 3,140			\$ -					2	2		\$ 850	\$ 3,990	
Task 2.11: OPEN HOUSES	48	136	88	308	80	\$ 57,200	24		\$ 4,200					16	16	16	\$ 9,120	\$ 70,520	
Task 2.12: NEIGHBORLY ROUNDTABLES / MEETINGS IN A BOX	8	80	16	80		\$ 19,280			\$ -								\$ -	\$ 19,280	
Task 2.13: PUBLIC INVOLVEMENT ANALYSIS / SUMMARIZING THE THEMES	8	12	16	64		\$ 9,480			\$ -	8		\$ 912		2	2		\$ 850	\$ 11,242	
Task 2.14: COORDINATION MEETINGS	24	32				\$ 7,200			\$ -	4		\$ 456			8		\$ 1,520	\$ 9,176	
Total Hours	137	456		568	128		136	104		60			4	38	90	92			
Task 2 Cost Estimate						\$ 160,780			\$ 39,400			\$ 6,830					\$ 40,490	\$ 247,506	
TASK 3: VISION & RECOMMENDATIONS																			
Task 3.1: STATEMENT OF VISION, GOALS & OBJECTIVES	4	16	8			\$ 3,360	1		\$ 175	12		\$ 1,367	1	2	4		\$ 1,510	\$ 6,412	
Task 3.2: LAND USE ALTERNATIVES & ZONING CONCEPTS	8	24	40	8		\$ 9,080	1		\$ 175	8		\$ 912		4	8	16	\$ 4,780	\$ 14,947	
Task 3.3: DESIGN GUIDELINES	8	24	24	40		\$ 10,040			\$ -	16		\$ 1,823	1	4	8	16	\$ 5,060	\$ 16,928	
Task 3.4: FOCUS GROUPS	40	64	24			\$ 15,920	32		\$ 5,600	8		\$ 912		8	16	16	\$ 7,240	\$ 29,672	
Task 3.5: HOUSING PLAN	24	24	8	8		\$ 7,800	24		\$ 4,200								\$ -	\$ 12,000	
Task 3.6: ECONOMIC DEVELOPMENT PLAN	24	24	8	8		\$ 7,800	24	16	\$ 6,600								\$ -	\$ 14,400	
Task 3.7: SUSTAINABILITY FRAMEWORK	4	4	4			\$ 1,480			\$ -				2	8	24	48	\$ 13,960	\$ 18,440	
Task 3.8: STRATEGY TO ADDRESS COMMUNITY EQUITY	16	16	4	4		\$ 4,940	1		\$ 175	4		\$ 456		4	8		\$ 2,460	\$ 8,031	
Task 3.9: FOCUS AREAS	16	24	32	32		\$ 11,360	1		\$ 175	4		\$ 456		4	8		\$ 2,460	\$ 14,461	
Task 3.10: COORDINATION MEETINGS	24	32				\$ 7,200			\$ -						8		\$ 1,520	\$ 8,720	
Total Hours	168	252		100			84	16		52			4	34					
Task 3 Cost Estimate						\$ 78,980			\$ 17,100			\$ 5,925					\$ 38,990	\$ 140,995	
TASK 4: IMPLEMENTATION																			
Task 4.1: IMPLEMENTATION TIMELINE	8	16				\$ 3,040	24		\$ 4,200	2	10	\$ 1,530		4	4		\$ 1,700	\$ 10,470	
Task 4.2: PRELIMINARY & FINAL PLANS	80	240	80	56		\$ 53,560	24		\$ 4,200	4	40	\$ 5,339		1	2	8	24	\$ 5,750	\$ 68,849
Task 4.3: WRAP UP & MARKETING THE PLAN	16	16				\$ 4,160	8		\$ 1,400	8		\$ 912					\$ -	\$ 6,472	
Total Hours	104	272		56			56			6	58			1	6				
Task 4 Cost Estimate						\$ 69,760			\$ 9,800			\$ 7,781					\$ 7,450	\$ 85,791	
DIRECT EXPENSES: TRAVEL / PRINTING						\$ 87,000			\$ -			\$ 2,550					\$ 8,400	\$ 97,950	
NEIGHBORHOOD OUTREACH TEAM DIRECT HIRING COSTS						\$ 19,200			\$ -			\$ -					\$ -	\$ 19,200	
INCENTIVES / MEETING NEEDS						\$ 10,000			\$ -			\$ -					\$ -	\$ 10,000	
TOTAL ESTIMATED FEES						\$ 515,280			\$ 100,250			\$ 25,827					\$ 125,380	\$ 766,737	

The incentives / meeting needs includes food, prizes and other materials for the roundtables and open houses.

POTENTIAL NEW TASKS

STATISTICAL SURVEY -WEB & DIRECT MAIL						\$ 80,000												\$ 80,000	
TOTAL						\$ 80,000			\$ -			\$ -						\$ -	\$ 80,000

**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, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that 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 General Aggregate
 - \$1,000,000 Personal and Advertising Injury
- B. Insurance required under A.2 above 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 for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. 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 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) and all required endorsements 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 and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.