

MEMORANDUM OF UNDERSTANDING-BELKNAP

Introduction of the Parties

Grand Valley State University is a state public university as described in sections 4, 5, and 6 of article VIII of the Michigan Constitution of 1963, the principal business address of which is 1 Campus Drive, Allendale, MI 49401 ("**GVSU**"), owning property in Belknap Lookout Neighborhood of Grand Rapids that is more fully depicted on the attached **Exhibit A ("GVSU's Belknap Property")** that GVSU wishes to improve and use in furtherance of its role under the constitution and laws of the state of Michigan with operating the university for the greater benefit of the people of the state of Michigan in carrying out its educational mission.

The Neighbors of Belknap Lookout is a Michigan non-profit corporation, the principal business address of which is 700 Clancy Street NE, Grand Rapids, MI 49503 ("**NOBL**") that is the recognized neighborhood association for the Belknap Lookout Neighborhood, a culturally and economically diverse and socially conscious neighborhood on the northeast quadrant of Grand Rapids, the south boundary of which is Michigan Street NE, the west boundary of which is the Grand River, the north boundary of which is Leonard Street NE and the east boundary of which is College Avenue NE (the "**Neighborhood**").

The City of Grand Rapids is a Michigan municipal corporation, the principal business address of which is 300 Monroe Ave NW, Grand Rapids, MI 49503 (the "**City**").

Date

This Memorandum of Understanding-Belknap ("**MOU-Belknap**") is dated as of February 15, 2016.

Additional Background

This MOU-Belknap resulted from a collaborative process among GVSU, City, the recognized neighborhood association from the vicinity of the GVSU's Belknap Property, and interested persons rather than any process required by any law, ordinance or policy.

A. In particular, City and GVSU representatives collaborated with the NOBL and with other interested people from the neighborhood.

B. The parties agreed upon collaborative principles including (i) listening to and understanding one another's expressed goals and concerns, as well as underlying feelings about the Neighborhood, those goals and concerns, (ii) respecting each of the parties, their representatives and the people residing and working in the Neighborhood, and (iii) trusting each party and its representatives to be communicating and acting in good faith.

C. The parties discussed and reached informal consensus around design principles for the improvement and use of GVSU's Belknap Property including (i) exterior finishes and characteristics of the planned improvements should reflect and be compatible with the urban setting in which GVSU's Belknap Property lies, (ii) a desire to create some livable spaces and that those spaces should be compatible with the Neighborhood, (iii) a master plan is needed for improvement and use of all of GVSU's Belknap Property that reflects the continuing collaboration among the parties, (iv) GVSU must be able to design and use its facilities in fulfillment of its educational mission, (v) GVSU has a need to begin construction in the Block 2 of GVSU's Belknap Property, which is also depicted on the attached Exhibit A ("**Block 2**"), before the master development plan can be completed ("**Phase 1**"), and (vi) this MOU-Belknap is therefore intended to provide the framework for the master development plan for GVSU's Belknap Property.

D. The parties recognize that the City and GVSU each is a public body with governmental rights and responsibilities and, in the spirit of intergovernmental cooperation, have also entered into an Initial Memorandum of Understanding ("**IMOU**") consistent with those rights and responsibilities that, among other matters, addresses the development of Phase 1.

E. Further, GVSU and the City recognize the importance of including NOBL and Neighborhood residents in the longer term effort to develop a master plan for the development of GVSU's Belknap Property entering into this MOU-Belknap as a three party understanding among GVSU, NOBL and the City regarding the master planning of GVSU's Belknap Property and related matters.

E. Paragraphs are numbered and lettered for ease of reference, not to add to formality of the document.

Initial Understandings

This MOU-Belknap reflects the parties' mutual, initial understandings regarding development of a master plan of GVSU's Belknap Property and other related matters.

1. Master Plan. GVSU will complete a master development plan for GVSU's Belknap Property in accordance with a scope of work, a copy of which is attached as **Exhibit B**, and it has engaged SmithGroupJJR, Inc. of Ann Arbor, Michigan ("**JJR**") to prepare (the "**GVSU Belknap Master Plan**").

A. The GVSU Belknap Master Plan shall consider and address (i) plans for the Belknap Lookout Neighborhood as provided in the City's Master Plan of 2002 ("**City Master Plan**") and the Belknap Neighborhood Area Specific Plan approved February 2010 (the "**Belknap ASP**"), (ii) the input expressed by Neighborhood residents and representatives, (iii) input from City representatives, (iv) the scope of work attached as Exhibit B, (v) GVSU's Planning and Design Standards Manual, (vi) the terms of this MOU-Belknap, and (vii) development of the northerly edge of Blocks 1, 3 and 4 of GVSU's Belknap property (as depicted on Exhibit A) as a buffer or transition from uses south of that strip of GVSU's Belknap Property. Such transition area may be housing as provided for the northerly 140' of Block 2 of GVSU's Belknap Property as provided in the IMOU or it may be open space, landscaped areas, parks, or some other use or approach that accomplishes the desired buffering or transitioning consistent with the Belknap ASP.

B. GVSU and City representatives shall collaborate to finalize the GVSU Belknap Master Plan. Before the GVSU Belknap Master Plan is finally completed, the parties shall hold a least one public meeting to hear comments on the proposed GVSU Belknap Master Plan. The City shall publish and mail notice of the public comment meeting in the manner that is normal for the Planning Department. GVSU will then consider comments made during that public comment meeting and make any changes GVSU determines to make in the proposed GVSU Belknap Master Plan before GVSU's final consideration of it.

C. Once the GVSU Belknap Master Plan is completed, GVSU may, in its sole discretion, elect to submit the Belknap Master Plan to the City Planning Director. If the GVSU Belknap Master Plan includes sufficient dimensional, elevation and exterior finish details, the City will treat the City's Planning Director's concurrence with the GVSU Belknap Master Plan as provided in this paragraph 1.C as if it were City land use approval for development in accordance with the GVSU Belknap Master Plan.

1. The City Planning Director shall apply the following criteria in considering whether to concur with the GVSU Belknap Master Plan. If the questions are all reasonably answered affirmatively, the City's concurrence shall be given.

a. Do the proposed exterior finishes and characteristics of the planned improvements reflect and are they compatible with those within the Neighborhood?

b. Does the GVSU Belknap Master Plan reasonably reflect sensitivity to parking, mass transit, pedestrian, bicycle, vehicular, lighting, emergency access, loading and delivery, City infrastructure related accessibility, general landscaping, grading and sloping, and drainage concerns?

c. Will the proposed development of the northerly edge of Blocks 1, 3, 4 and 5 of GVSU's Belknap Property provide appropriate buffering for the residences located north of GVSU's Belknap Property?

d. Are the infrastructure needs for the development of GVSU's Belknap Property addressed in a manner that is financial feasible and practicable and that is consistent with other development in the City and the Neighborhood?

e. Were the comments and concerns expressed by NOBL and other interested people from the Neighborhood appropriately considered in the GVSU Belknap Master Plan?

2. The City Planning Director, unless GVSU otherwise agrees, shall inform GVSU in writing within 30 calendar days after GVSU provides to the City Planning Director the GVSU Belknap Master Plan showing any final changes made after the meeting to receive public comment (i) whether or not the Planning Director concurs with the GVSU Belknap Master Plan and (ii) whether or not, the GVSU Belknap Master Plan has sufficient dimensional, elevation, and finish details so that no more information needs to be provided prior to construction and installation pursuant to the GVSU Belknap Master Plan.

D. If the City Planning Director fails to concur with the GVSU Belknap Master Plan as provided in paragraph 1.C, GVSU may (i) make any additional changes in the GVSU Belknap Master Plan that GVSU wishes to make in a further effort to seek the City's Planning Director's concurrence, (ii) seek a meeting with one or more of the City Manager, the City's Mayor, and one City Commissioner in an effort to gain the City's concurrence with the GVSU Belknap Master Plan, (iii) undertake a combination of those efforts to gain the City's concurrence with the GVSU Belknap Master Plan using the criteria in paragraph 1.C.1, or (iv) withdraw its request of City Planning Director concurrence.

E. If the GVSU Belknap Master Plan includes sufficient dimensional, elevation and finish details, once the City has concurred with the GVSU Belknap Master Plan and it is approved by the GVSU Board of Trustees (if, in GVSU's sole determination, such approval is needed), GVSU may develop GVSU's Belknap Property in accordance with the GVSU Belknap Master Plan without further collaboration with the City. If GVSU determines that changes in the GVSU Belknap Master Plan are necessary or desirable, GVSU agrees to further collaborate with the City and, if appropriate as provided in this paragraph 1.D, with people of the Neighborhood.

1. If the proposed change in the GVSU Belknap Master Plan is a minor change, consultation with and concurrence of the City's Planning Director will be all the collaboration that is needed. If the proposed change is a major change, the parties shall hold a least one public meeting to hear comments on the proposed change in the GVSU Belknap Master Plan, notification of which will be given in the same manner as described in paragraph 1.B above.

2. Any change that affects parking, mass transit, pedestrian, bicycle, vehicular, emergency access, loading and delivery, City infrastructure related accessibility, grading or sloping, issues and any change not listed as a minor change is a major change. The following proposed changes in the GVSU Belknap Master Plan are minor changes: (i) alterations that lessen the intensity of use(s) without compromising the GVSU Belknap Master Plan, (ii) changes in a building size of up to 15% in its footprint, (iii) movement of buildings or other structures by not more than 5 feet (iv) replacement of plant material(s) with comparable material(s) of same or better size and quality, (v) changes in exterior finishes that do not affect the overall character of the appearance, (vi) changes required by county, state, or federal agencies, and (vii) changes in uses that are not changes from residential to another use.

3. Concurrence with changes shall be considered and may be addressed in the same way as for initial concurrence with the GVSU Belknap Master Plan.

F. In the event GVSU elects not to submit the GVSU Belknap Master Plan to the City Planning Director for concurrence or GVSU withdraws its request for concurrence of either the GVSU Belknap Master Plan or a subsequent major change, either GVSU or the City may pursue its rights under paragraph 7.

2. Housing. GVSU intends to encourage the continued use of its existing housing on a portion of GVSU's Belknap Property to be occupied by persons who may not be GVSU students which the City and NOBL encourage.

A. GVSU's Belknap Property includes a number of residential housing units. GVSU expects to:

1. Invest, as GVSU determines may be practicable given their condition and GVSU's plans, in certain housing units to bring them in compliance with and maintain them in compliance fire, construction, housing, and property maintenance codes in effect in the City. GVSU expects to reinvest rents it receives in excess of operational costs (or any other amounts GVSU, in its sole discretion decides to invest) in that housing. GVSU will notify the City if GVSU determines to no

longer rent one or more of those housing units and shall explain GVSU's reasons for that determination.

2. Rent them to current or new tenants at rental rates generally reflecting those for similar existing rental units in the Neighborhood.

B. Using the Great Housing Strategies document dated September 18, 2015, as guidance, GVSU shall prepare a Request for Proposals ("RFP") for the purpose of soliciting proposals by developers for them to develop affordable housing within the northerly 140 feet of Block 2 of the GVSU Belknap Property. Prior to the distribution of the RFP, GVSU shall meet and confer with representatives of the City and NOBL for comment about the RFP. Thereafter, GVSU shall distribute the RFP, receive all responses, evaluate the responses and take any further action GVSU deems appropriate for proceeding with any proposals. During its evaluation of the responses to the RFP, GVSU shall provide copies of the responses to and confer with the City and NOBL about the responses. Any housing project must follow all City approval processes and requirements and, unless the City and NOBL consent otherwise, shall be consistent with the Belknap ASP. GVSU is not obligated to put any of its funds into such project and may elect to sell such property to a developer for development consistent with the intent of this MOU-Belknap and GVSU Belknap Master Plan.

C. Except as to Block 2 of GVSU's Belknap Property and as otherwise provided in this paragraph 2.C, no demolition, site work or other activities shall occur on any of the remainder of GVSU's Belknap Property until the GVSU Belknap Master Plan is completed according to the MOU-Belknap. However, GVSU may undertake such utility and other infrastructure work on any part of the remainder of GVSU's Belknap Property as GVSU and the City agree are reasonably necessary to complete the Phase 1 development.

3. Neighborhood Employment. GVSU has suggested that development of GVSU's Belknap Property will provide opportunities for Neighborhood residents to be employed in jobs during the construction of improvements to GVSU's Belknap Property or, more permanently, in jobs at GVSU's Belknap Property after it is developed. GVSU will encourage its contractors and subcontractors to hire Neighborhood residents for jobs connected with GVSU's development of GVSU's Belknap Property. In addition, GVSU will require its contractors and subcontractors to track employment of Neighborhood residents during the Phase 1 development of GVSU's Belknap Property and will endeavor to do so for any subsequent initial construction in accordance with the GVSU Belknap Master Plan that GVSU undertakes of the remaining portions of GVSU's Belknap Property. This effort to have contractors and subcontractors track employment of Neighborhood residents shall expire 15 years after the date of this MOU-Belknap or when GVSU's practice of requiring that tracking ends, whichever occurs later. For two years after the opening of the Phase 1 building, GVSU will also encourage its Human Resources Office to hire properly qualified Neighborhood residents for appropriate GVSU positions on GVSU's Belknap Property. When requested by the City, GVSU will report to the City its best understanding about how many Neighborhood residents were or are employed as a result of the development of GVSU's Belknap Property.

4. City Infrastructure. The parties acknowledge the City has already made infrastructure improvements in the vicinity of GVSU's Belknap Property, most prominently, improvements to Lafayette Street north of GVSU's Belknap Property. The parties have discussed the concept of a Lafayette "gateway" concept as envisioned in the Belknap ASP to enhance the Neighborhood and GVSU's project on GVSU's Belknap Property. The parties have also discussed other possible infrastructure improvements that might be necessary or desirable to complete Phase 1. Toward that end:

A. GVSU and the City will review and consider existing traffic studies and other information relating to vehicular and pedestrian access to GVSU's Belknap Property and to the Neighborhood as a result of the development of GVSU's Belknap Property to consider what, if any, data and analyses are needed, who should obtain that data and analyses, who will be engaged to provide it, and how the costs of obtaining the additional data and analyses will be paid. The City and GVSU will consider whether other infrastructure improvements may be necessary or beneficial.

B. The City agrees to work with GVSU to address infrastructure needs for development of GVSU's Belknap Property in the same way the City has worked with GVSU on such issues in the past (which is the same way the City works with other developers in the City). GVSU and the City will engage in

the same infrastructure review and approval procedures and processes the City normally uses in connection with any proposed development. Similarly, the City and GVSU will address how to pay for portions of infrastructure in the same ways the City and GVSU have addressed such issues in the past (which is the same way the City works with other developers in the City). As will all such projects, the City's participation in the cost of any infrastructure project undertaken by the City pursuant to this IMOU will be subject to available funding sources and budgeting.

C. The parties will continue to use their current collaborative work group approach with NOBL and people of the Neighborhood as they consider access, traffic, pedestrian pathways and crossings, safe routes to schools, and related issues connected to infrastructure to serve GVSU's Belknap Property, especially Block 2. The parties intend those efforts to ensure all stakeholders' views and concerns will be considered and addressed in a manner that improve the resulting Phase 1 Plan and the GVSU Belknap Property Master Plan.

5. Continued Engagement.

A. The parties agree that their continued engagement in regular communication and meetings is essential to maintaining their collaboration and improving the resulting development of the GVSU Belknap Master Plan. According to the SmithGroup JJR scope of work (Exhibit B), a Steering Committee shall be formed (including NOBL representatives) to assist SmithGroup JJR in its development of the GVSU Belknap Master Plan that will meet as needed to address issues as provided in this MOU-Belknap through the development of the GVSU Belknap Master Plan.

B. The parties agree that their continued engagement in regular communication and meetings is essential to maintaining their collaboration even after completion of Phase 1 and after completion of the GVSU Belknap Master Plan. Therefore, GVSU, the City and NOBL representatives shall continue to meet at least semi-annually at least until the initial construction of GVSU's Belknap Property in accordance with the GVSU Belknap Master Plan is fully completed. Either GVSU or the City may initiate those meetings or they may occur by attendance at regularly or specially scheduled NOBL board meetings.

C. Because the parties recognize the importance of communications between them any communications shall be copied to the City Manager, Deputy City Manager, GVSU Vice President for Finance and Administration, GVSU Associate Vice President for Facilities Planning, the GVSU Community Relations Director, the NOBL Executive Director and the NOBL Board Chairperson.

6. Additional Agreement(s). The parties may enter into additional agreements and may include other parties in such agreements to address issues such as infrastructure use and improvement, financial arrangements, and other development-related issues.

7. Final Items.

A. The parties want to ensure they try to resolve any dispute arising from this MOU-Belknap before involving a court. Therefore, they hereby agree to follow a pre-court process. A party believing itself aggrieved (the "aggrieved party") shall submit to the other party (the "responding party") a written explanation of and information supporting the aggrieved party's position. Within 21 days (or a longer time if the parties agree) of the responding party's receipt of the aggrieved party's written submission, the responding party shall submit to the aggrieved party a written explanation of and supporting information for the responding party's position. Within 28 days after the aggrieved party's receipt of the responding party's written submission, representatives of the parties shall meet to discuss their respective positions and to find a mutually acceptable way to address their respective concerns. If that meeting is unsuccessful and the parties believe subsequent meetings may be beneficial, the parties may schedule additional meetings and, if they wish to do so, may agree upon a neutral party to help facilitate such meetings. However, when, after the initial meeting, either party determines that additional meetings are unlikely to lead to an acceptable resolution, that party shall communicate that determination to the other party and the parties will then have all remedies available at law or in equity. This provision shall not prohibit any party from initiating litigation where failure to do so would result in loss of a claim for any reason, such as non-compliance with a statute of limitations.

B. The parties respectfully disagree about the extent to which GVSU's status under the constitution and laws of the state of Michigan and the GVSU Board's authority to operate and carryout GVSU's mission and the City's land use regulation and authority may apply to the development or use of GVSU property. The parties do not want this MOU-Belknap or the IMOU to affect their rights in any legal dispute they may have. The parties therefore agree that in any lawsuit (i) the City shall not use this MOU-Belknap or the IMOU or GVSU's compliance with this MOU-Belknap or the IMOU to claim GVSU has conceded the City's jurisdiction or as part of any other defense against any legal position advanced by GVSU, and (ii) GVSU shall not use this MOU-Belknap or the IMOU to claim that the City has conceded any limitations its regulation or authority over GVSU property or as part of any other defense against any legal position advanced by the City.

C. This MOU-Belknap is not intended and the parties agree that it does not create any legal right, property interest or legal standing to any individual, group of individuals, or any non-governmental entity to initiate or pursue legal action against either the City or GVSU to enforce any provision of this MOU-Belknap. In addition, GVSU shall not be subject to any legal action by NOBL to enforce any provision of this MOU-Belknap.

1. This means either GVSU or the City may pursue legal action against one another pursuant to or to enforce any provision of this Agreement.

2. It also means either NOBL or the City may pursue legal action against one another pursuant to or to enforce any provision of this Agreement.

3. However neither GVSU nor NOBL may pursue legal action against one another pursuant to or to enforce any provision of this Agreement.

D. If GVSU elects not to submit the GVSU Belknap Master Plan to the City Planning Director for concurrence or GVSU withdraws its request for concurrence of either the GVSU Belknap Master Plan or a subsequent major change, either the City or GVSU may terminate this MOU Belknap by sending written notice to the other and either GVSU and the City may then exercise their rights at law or in equity as provided in subparagraphs 7.B, 7.C, and 7.F of this MOU-Belknap.

E. This MOU-Belknap is contingent upon the fulfillment of the requirements and obligations of the IMOU. Therefore, if the IMOU is terminated by either the City or GVSU in accordance with its terms, either GVSU or the City may also terminate this MOU-Belknap by sending written notice to the other. If this MOU-Belknap is terminated, GVSU and the City may exercise their rights at law or in equity as provided in subparagraphs 7.B, 7.C and 7.F of this MOU-Belknap.

F. Paragraphs 7.D and 7.E are the only provisions allowing termination of this MOU-Belknap as a course of action. Termination of this MOU-Belknap shall not be a remedy for any failure to comply with any term of this MOU-Belknap. However, the parties agree that, in addition to any legal remedies for damages, remedies for other failures to comply with the terms of this MOU-Belknap shall include equitable remedies such as specific performance, mandamus and injunctive relief.

The parties have signed this MOU-Belknap and intend it to be effective as of the date first written above.

[SIGNATURES ARE ON THE NEXT PAGE.]

GRAND VALLEY STATE UNIVERSITY

By: _____
Thomas J. Haas, President

NEIGHBORS OF BELKNAP LOOKOUT

By: _____
_____, Board Chairperson

By: _____
Kristi DeKraker, Executive Director

CITY OF GRAND RAPIDS

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Darlene O'Neal, City Clerk

Approved as to form:

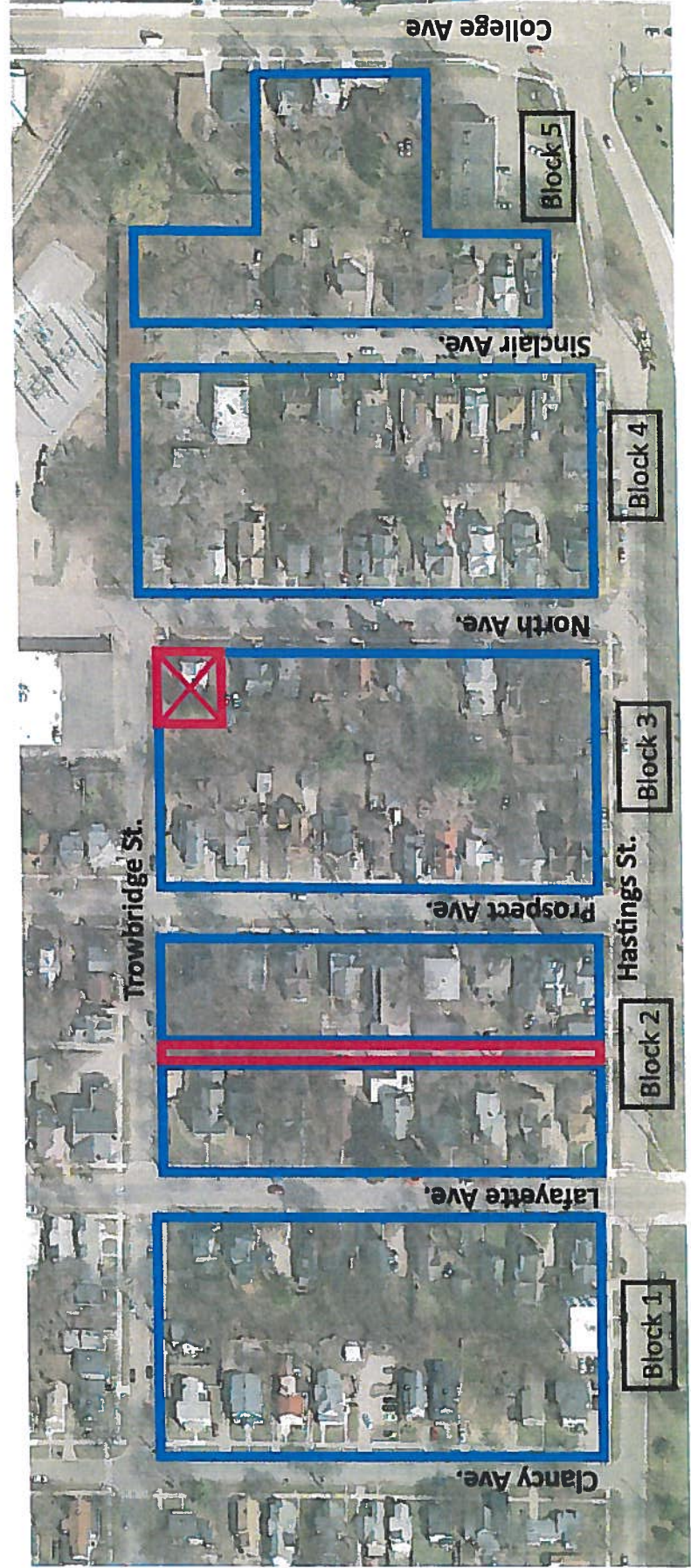
Catherine Mish, City Attorney

Approved by City Commission Proceeding No. _____,
adopted on February 9, 2016

EXHIBIT A

DEPICTION OF GVSU's BELKNAP PROPERTY

GVSU's Belknap Property, depicted below, is generally bordered on the west by Clancy Street, on the north by Trowbridge Street, on the east by College Avenue and on the south by Hastings Street, though as the depiction shows, GVSU does not own all the parcels within those blocks.





R0059951

October 19, 2015

Mr. James Moyer
Assistant Vice President for Facilities Planning
Grand Valley State University
1008 Service Building
1 Campus Drive
Allendale, Michigan 49401-9403

Re: Grand Valley State University
Health Hill Campus Master Plan

Dear James:

SmithGroupJJR is honored to provide you this proposal to prepare a planning study for the Health Hill district of the Grand Valley State University (GVSU) Pew Campus in downtown Grand Rapids, Michigan. This study will assist the University in determining the optimal short- and long-term land use, density, building massing and circulation plan for the GVSU-owned property between Michigan Street and Trowbridge Street, from Clancy Avenue to just east of College Avenue in downtown (Attachment A). In this study, we will also consider the larger context of the healthcare, educational and research activities within the "Medical Mile" area, per the attached graphic (Attachment B).

Specifically we will provide:

- campus planning as it relates to the GVSU property and in coordination with the adjacent neighborhood,
- analysis of building massing and scale,
- analysis of transitions between campus and neighborhood, and
- site design services.

It is understood that a civil/infrastructure engineer will be contracted directly by the University, if required. Services of other consultants will be provided as additional services, if required.

Our team will conduct an open and transparent planning process and will work collaboratively with the University, Neighbors of Belknap Lookout Neighborhood Association (NOBL), and the City of Grand Rapids (City). We recommend that a project Steering Committee be convened with representatives of these entities to oversee the planning direction of this project.

PLANNING AND PROPOSAL ASSUMPTIONS

- GVSU will designate a single individual to act as overall Client project manager and coordinator for this project.
- This individual will be responsible for arranging and coordinating all meetings and open houses, including notification, scheduling, and locations. This person will also be responsible for collecting and distributing all information on the Data Collection List to the consultant.
- SmithGroupJJR will provide brief meeting notes for meetings with GVSU, the Steering Committee and City staff.
- SmithGroupJJR will work with a Steering Committee comprised of approximately 10-12 people from GVSU, NOBL, and City representatives. This Steering Committee will be responsible for the establishment of

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planning principles to guide the process, review and evaluation of planning analyses and alternatives, and consensus on planning recommendations of this study.

- Final direction and approval of recommendations will come from GVSU.
- SmithGroupJJR will incorporate existing Building Condition Surveys as provided by GVSU.
- This planning study will take place over a 12 to 18-month period, with meetings and open houses scheduled in advance, at the beginning of the project.

Our proposed Scope of Services will accomplish this planning study in four phases:

- I. Initiation and Analysis
- II. Planning Alternatives
- III. Plan Development
- IV. Documentation.

SCOPE OF SERVICES

Basic Services

I. Initiation and Analysis

A. Project Initiation (Meeting #1)

SmithGroupJJR will begin the process with a Project Initiation meeting with GVSU and City staff to review the scope, deliverables, schedule, committee structure and representation. We will make refinements to the proposed process and schedule based on feedback during the meeting.

SmithGroupJJR will tour the study area and environs with a representative from GVSU familiar with the site and surroundings to understand current issues and opportunities.

B. Data Collection

Our team will prepare a Data Collection List of all information required to conduct this study. Typical information will include:

- Existing zoning, plus existing and future city land use plans for the study area and district
- Proposed plans within the study area currently in the planning approval process and/or under construction
- Recent and current planning studies from the City related to infrastructure, transportation, parking, open space, or other relevant elements
- City information on patterns and changes in parcel ownership for the study area, for the year 2004 and the year 2014.

C. Project Kick-off (Meeting #2)

SmithGroupJJR will meet with the Steering Committee as part of a two-day kick-off visit to introduce the team, review the objectives and schedule for the planning study, and establish the planning principles that will guide this effort.

As part of this visit, SmithGroupJJR will conduct separate meetings with relevant City staff and area stakeholders to collect data and understand current planning and development initiatives in the Medical Mile

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area. Our team will also meet with GVSU faculty and staff to update assumptions on future university growth and space demand for this district of the downtown campus.

To conclude this visit, SmithGroupJJR will host an informal public open house to introduce the team, planning study purpose and area, and to understand area issues and concerns.

D. Analysis

SmithGroupJJR will conduct the following tasks:

- A general analysis of existing campus site conditions, which will include land use and general building uses, existing density and zoning, pedestrian circulation patterns, existing open space, potential for future green space, major utilities, future master plan recommendations, and other relevant issues for the GVSU property.
- A general analysis of existing neighborhood site conditions, which will include land use and general building uses, existing density and zoning, pedestrian circulation patterns, existing open space and linkages, potential for future green space, major utilities, future master plan recommendations, and other relevant issues.
- A broad assessment of the University's future facility needs including both buildings and outdoor spaces such as recreation, streets, and parking.
- We will coordinate with the Owner's civil/infrastructure engineer as they produce an engineering analysis of the current utility infrastructure within the study area.

E. Analysis Presentation (Meeting #3)

SmithGroupJJR will meet with the Steering Committee to review and refine the planning principles and present the summary analysis of the place that the University holds in the larger community and establishment of parameters for exploring campus development strategies in the next phase.

II. Planning Alternatives

A. Preparation of Alternatives

SmithGroupJJR will prepare up to three alternative planning strategies for future development of the GVSU-owned property in accordance with the planning principles and future space needs determined in Phase I. Alternatives will be diagrammed in two-dimensional plan views with basic three-dimensional modeling to show options for future land use, density, circulation, open space, parking and infrastructure within the site limits of the Campus Study Plan (Attachment A).

An analysis of the implications of the alternative campus development strategies on properties beyond the limits of GVSU-owned property will be considered and documented.

B. Alternatives Review (Meeting #4)

SmithGroupJJR will conduct a presentation and review session with the Steering Committee to evaluate and discuss the alternative planning strategies. Through a facilitated discussion, the pros and cons of each alternative will be discussed with the Steering Committee, with the goal to identify those ideas that have merit and should be explored further in plan development.

As part of this visit, SmithGroupJJR will hold a separate meeting with relevant City staff to present the alternatives and receive specific feedback from the City's perspective on the viability of each alternative and potential impact to the larger neighborhood and study area. SmithGroupJJR will also host an informal public

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open house to introduce the alternatives and gain feedback from area stakeholders and neighbors on the pros and cons of each alternative.

To conclude this visit, SmithGroupJJR will meet with GVSU representatives to discuss the feedback received and agree upon the consensus strategy to develop into the preliminary plan.

III. Plan Development

A. Preferred Direction

SmithGroupJJR will prepare a preliminary draft plan based on the direction received at the end of the Planning Alternatives phase above. This draft plan will be prepared as a two-dimensional plan view and generalized three-dimensional model to show proposed land uses, density, building massing and scale, transition uses, open space, circulation (pedestrian, non-motorized and vehicular), parking, and future utility corridors as appropriate.

B. Preliminary Plan Review (Meeting #5)

SmithGroupJJR will present the preliminary draft plan to the Steering Committee for their review and comment.

C. Plan Refinement

SmithGroupJJR will refine and further develop the draft plan based on feedback received during Meeting #5. We will produce one (1) perspective rendering showing significant building and/or sitework initiatives on campus based on the option selected by GVSU. Plan view drawings and the three-dimensional model will be refined to illustrate the following:

- Transportation (motorized and non-motorized) networks (present and future)
- Utility networks (present and future)
- Building condition surveys (as provided by GVSU)
- GVSU occupied space (present)
- GVSU proposed space (2018, 2025, and 2050)
- Massing concepts
- Transition concepts between neighborhood and University
- Land use concepts
- Parking availability (present and future)

D. Design Principles Document

We will prepare an architectural and landscape design principles document illustrating an appropriate architectural and landscape design expression for the campus which builds upon the University's existing campus image. Such guidance shall include appropriate transitional uses, building massing and scale between the neighborhood and the campus, non-motorized personal movements, and vehicular access patterns. This document will be organized and presented in a format which will allow it to establish a basic architectural and landscape design expression for future campus buildings and landscape projects.

E. Landscape Design Study

Our team will prepare a landscape design study proposing conceptual level designs for developing the campus outdoor open spaces, for the GVSU properties on Health Hill.

Mr. James Moyer

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SmithGroupJJR

F. Draft Implementation Plan

SmithGroupJJR will work with GVSU staff to prepare a preliminary phasing strategy and master plan level opinion of construction costs for the implementation of the several infrastructure and building projects which may be proposed in the campus plan. Upon GVSU's review, we will revise the phasing and implementation plan that can be used by the university in their development of a capital planning strategy for the study area. We will coordinate the phasing and implementation plan jointly with City representatives and GVSU staff for potential projects that may involve public or other government funding.

G. Final Draft Plan Review (Meeting #6)

SmithGroupJJR will present the Final Draft Plan, Design Principles, Landscape Design Study and Draft Implementation Plan to the Steering Committee for their review and comment.

As part of this visit, SmithGroupJJR will hold a separate meeting with relevant City staff to present the Final Draft Plan and related products for City review and feedback. In addition, we will host a public open house to present the plan and gain feedback from area stakeholders and neighbors.

To conclude this visit, SmithGroupJJR will meet with GVSU representatives to discuss the feedback received and agree upon final revisions necessary for all products.

IV. Documentation

A. Draft Report and Review

SmithGroupJJR will prepare a draft report to include a brief narrative describing the process, principles, alternatives, and final recommendations. The draft report will include all materials generated as part of the Plan Development phase, including a colored, rendered illustrative plan showing the proposed master plan and a series of analytic overlays to this plan assessing pedestrian circulation, vehicular circulation, parking, outdoor open space, building use, and other general planning information.

SmithGroupJJR will provide two bound color copies and electronic files (PDF) of the draft report and master plan to GVSU for their review and input.

B. Final Documentation

SmithGroupJJR will revise the draft report and master plan per comments received from GVSU. A summary of master plan recommendations and deliverables outlined above will be included in ten (10) copies of an 11" x 17" bound Project Report. A Project Report Appendix will include copies of meeting minutes and other relevant project data and correspondence.

C. Final Presentation (Meeting #7)

SmithGroupJJR will make one final presentation to the Steering Committee and one final public open house presentation of the final plan and recommendations.

Extra Services

In addition to the above services, SmithGroupJJR would be pleased to provide Extra Services that are requested by GVSU. Labor and reimbursable expenses for services in addition to those described above shall be compensated in

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accordance with SmithGroupJJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SmithGroupJJR. Attached is SmithGroupJJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

- Preparing a digital three-dimensional model of the campus topography, as an additional service to a basic three-dimensional model of campus facilities identified in the Basic Services above.
- Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by GVSU.
- Providing services to investigate the work of separate consultants retained by GVSU.
- Revising drawings or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.
- Preparing perspectives, renderings, or models prepared upon GVSU's request and not otherwise provided herein.
- Attending meetings or making presentations to interested groups or agencies other than those specifically provided herein.

SCHEDULE

SmithGroupJJR anticipates this planning study will take approximately 12 to 18 months to complete, inclusive of meetings and review periods between phases. The following is a draft schedule by phase, however, we will work with GVSU to tailor our approach and scheduling with you.

<u>Planning Phase</u>	<u>Start</u>	<u>End</u>	<u>Duration</u>
I. Initiation and Analysis	10/21/2015	01/20/2016	12-14 weeks
II. Planning Alternatives	01/20/2016	04/13/2016	10-12 weeks
III. Plan Development	04/13/2016	08/17/2016	16-18 weeks
IV. Documentation	08/17/2016	12/07/2016	12-16 weeks

COMPENSATION

Basic Services

GVSU shall compensate SmithGroupJJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$120,600.00 (one hundred twenty thousand and six hundred dollars). Our proposed fee breakdown by phase is as follows:

I. Initiation and Analysis	\$32,700
II. Planning Alternatives	\$12,400
III. Plan Development	\$45,900
IV. Documentation	\$29,600

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LETTER FORM PROPOSAL

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Reimbursable Expenses

Reimbursable expenses are excluded from SmithGroupJJR's basic compensation as described, and GVSU shall, in addition to payment for the Basic Services, reimburse SmithGroupJJR for these expenditures made in the interest of the project. Such reimbursable expenses include travel costs for seven trips for 2 people (on average) and include, but are not limited to, those items noted in the attached Standard Fee and Reimbursement Schedule. The total reimbursable costs to perform the SERVICES shall not exceed \$11,100 (eleven thousand one hundred dollars) and SmithGroupJJR will not exceed this amount without prior approval by GVSU. This reimbursable expense estimate includes approximately \$5,000 for printing 10 copies of the final report.

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of GVSU's staff, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, GVSU shall have the right to duplicate, use, or disclose the information to the extent provided through a written agreement with SmithGroupJJR.

INDEMNIFICATION

It is agreed to by Grand Valley State University in the event documents prepared by SmithGroupJJR are incorporated by Grand Valley State University as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both Grand Valley State University and SmithGroupJJR. Also, both Grand Valley State University and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

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

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

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Grand Valley State University covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Grand Valley State University agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. Grand Valley State University further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. Grand Valley State University understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to Grand Valley State University drafting or other documentation

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standards. Grand Valley State University understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Grand Valley State University that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the Grand Valley State University will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. Grand Valley State University understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Grand Valley State University will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Grand Valley State University agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Grand Valley State University

Under no circumstances shall transfer of Files to Grand Valley State University be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, GRAND VALLEY STATE UNIVERSITY AGREES THAT THE TOTAL LIABILITY OF SMITHGROUPJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUPJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

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

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

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

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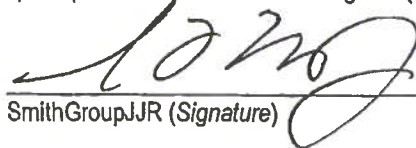
SMITHGROUP JJR

James, thank you for the honor of proposing on the Health Hill Planning Study for GVSU. We look forward to working with you to tailor our scope and fee to meet your requirements for this important project.

Sincerely,



Mary L. Jukuri, ASLA
Principal

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


SmithGroupJJR (Signature)

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

October 19, 2015
Date


Grand Valley State University (Signature)
James H. Moyer
Associate Vice President
Facilities Planning
Grand Valley State University
(Printed name and title)

11/10/2015
Date

Attachment 'A' – GVSU Owned Property-May 2015
Attachment 'B' – Grand Rapids "Medical Mile" Area Plan
Attachment 'C' – Standard Fee and Reimbursement Schedule

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