



Rightside Design Group | *creativity converged*
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QUOTE/PROPOSAL

Prepared for: Manistee Downtown Development Authority (Client)

Prepared by: Rightside Design Group (RSDG)

Date: 8-14-24

Project Overview: Representatives of the Manistee DDA approached RSDG following an internal meeting discussing next steps pertaining to the streetscape. After an initial discovery meeting it was determined that there is a high desire to identify an appropriately scaled and sustainable solution for the streetscape and to develop a communications/public relations strategy to effectively communicate the potential plan. The following highlights a preliminary project scope RSDG has been directed to issue the Manistee DDA as part of this initial discovery.

Project Phases: After discussion with the Manistee DDA streetscape subcommittee and DDA Chair, City Manager, and Spicer Group, the following phases were identified:

Phase 1 Review of historic and current work compiled for streetscape planning, site conditions, and stakeholder feedback to inform a proposed design schematic and communications strategy that will allow for the presentation of a vision for the Downtown Manistee Streetscape.

Phase 2 Delivery of the presentation to various local stakeholder groups, while identifying potential funding outlets as needed for key project elements.

Phase 3 Engineering/design and bid document development for the implementation of the selected project elements.

Phase 4 Physical construction of the project elements.

PHASE 1 OBJECTIVES: Communication Toolkit Creation

1. Review the Fleis & Vandenbrink study pertaining to the River Street Corridor and incorporate into the final communications strategy as well as historic study information performed in the DDA/City region over the past 20 years.
2. Review and incorporate the committee/stakeholder/community feedback from applicable documents.
3. Work with the Streetscape Subcommittee and DDA selected engineering firm to establish a consistent vision for the downtown corridor that can be communicated to local stakeholder groups. **The Phase 1 final product will be a communications toolkit.** Elements of this communications toolkit may include but are not limited to:
 - i. Historic information about the community/downtown corridor.
 - ii. Justification for vision elements based on feedback.

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- iii. Quick/simple, sketch-style renderings of key areas selected by the committee to show visualization of desired project elements (these may be utilized to gather cost estimates from selected engineering firm)
- iv. Cost estimates (as applicable) provided by the DDA selected engineering firm.
- v. Impact on and integration with existing projects currently happening and forecasted in the surrounding area as provided by DDA/City/County for inclusion into the overall vision.
- vi. Phased approach of construction and development (provided by the DDA selected engineering firm.)

The final communications toolkit incorporating the desired elements will include but is not limited to a digital presentation deck (PowerPoint), one-pager summaries/overviews of selected project areas.

PHASE 2 OBJECTIVES: Deploying the communications strategy and communicating with area stakeholder groups.

1. Establish the overall stakeholder schedule and meetings required to gather support for the overall project vision.
 2. Present to the various stakeholder groups through a combined effort between DDA stakeholders and RSDG to gather information to further advance the support for the overall project.
 3. Work with local and regional authorities to establish funding opportunities.
 4. Work with DDA selected engineering firm to update project costs and scope as feedback is gathered from stakeholder groups.
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PHASE 3 & PHASE 4 OBJECTIVES: Developed using the information and supporting feedback provided as part of the communications strategy with local stakeholder groups to aid in the creation of the design/plan documents for the final streetscape elements. RSDG to be involved in these phases only to the extent desired by the DDA.

Project Fees: Based on the current understanding of the project at the time of this delivery to the DDA board, the associated tasks and fees are outlined below:

PHASE	SUMMARY	COST
Phase 1	Communications Toolkit Creation	\$7,500*
Phase 2	Deploying Communications Strategy	\$4,000 - \$8,000**
Phase 3-4	Design+Engineering/Construction of Streetscape	TBD

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**Phase 1: Final cost will be determined by time required to gather information needed, develop plan, and refine presentation through work with DDA stakeholders. Project communications strategy does not include engineering costs by DDA selected engineering firm.*

*** Phase 2: Project cost is an estimate based on a preliminary schedule created for communication to stakeholder groups that RSDG has anticipated based upon discovery discussions. It is recommended that a finalized scope for Phase 2 is defined after Phase 1 is complete and more feedback can be gathered from the DDA streetscape subcommittee – this will provide the DDA with a more defined cost estimate based on anticipated time required to facilitate stakeholder discussions.*

Terms and Conditions/Acknowledgement:

ITEMS NOT COVERED ABOVE WILL BE SUBJECT TO A SCHEDULE OF FEES AS OUTLINED HERE

Standard fee schedule is as follows: The below rate shall apply to services performed outside of those services outlined in this agreement.

RSDG Professional Service Fee	\$125/hr
3 rd Party Professional Service Fee	As Quoted
Media Purchases	As Quoted

BILLING |

Deposit of 50% of selected contract value a signing, remaining upon completion.

The Client will be responsible for payment of all pre-approved media expenses. All creative, consulting services, and production services/materials will be outlined to the client during the monthly reporting period. All RSDG invoices are due on receipt.

TERMS |

This Agreement shall be in effect from the date of signing for twelve (12) months, unless canceled in writing by either party with sixty (60) days' written notice. Upon cancellation of this Agreement Rightside Design Group shall provide The Client with any developed assets to date, but shall not be required to complete any additional proposal related tasks. If the agreement is terminated, the Client will be responsible to pay RSDG for expenses incurred up to the termination date.

TIMING |

Designer will prioritize performance of the defined services as may be necessary or as identified in the Proposal and/or as required in by the Project Request Form, and will undertake reasonable efforts to perform the services within the time(s) identified in the Proposal. Client agrees to review deliverables within the time identified for such reviews and to promptly either, (i) approve the deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to RSDG. RSDG shall be entitled to request written clarification of any concern, objection or correction.

Client acknowledges and agrees that RSDG's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or changes in the services or deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or RSDG's obligations under this Agreement.

COMPLIANCE |

RSDG is equipped to assist you in making any required updates for compliance and accessibility as they are required within your industry. Please note that we are not compliance or accessibility specialists and will require direction from you regarding the regulatory laws as they pertain to your organization. RSDG, and its assigns cannot assume responsibility for the understanding or interpretation of compliance regulations specific to your industry. At some juncture, it may become necessary to identify a

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firm that specializes in compliance in order to meet your industry requirements. When necessary, we are able to assist with the identification of such resources.

OWNERSHIP OF ASSETS |

The material transferred can be used only for the purposes stated below. All other use(s) and modifications(s) is (are) prohibited. All rights not transferred remain the property of RSDG.

All materials produced for the Manistee Downtown Development Authority are available for unrestricted use in the contracted/final delivered state.

ARTWORK SUBMISSIONS |

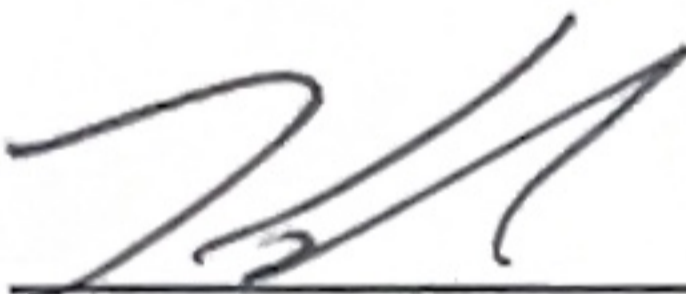
If the Client provides any design elements (ie: artwork, images, copy, etc.) to RSDG for the purposes of design development, the Client agrees to obtain all necessary permissions to use said elements and agrees to retain all legal responsibility for the use of the submitted elements. If the Client submits elements to RSDG, the client agrees, to the fullest extent permitted by law, to release RSDG, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Client's submission and RSDG use of elements.

WARRANTY |

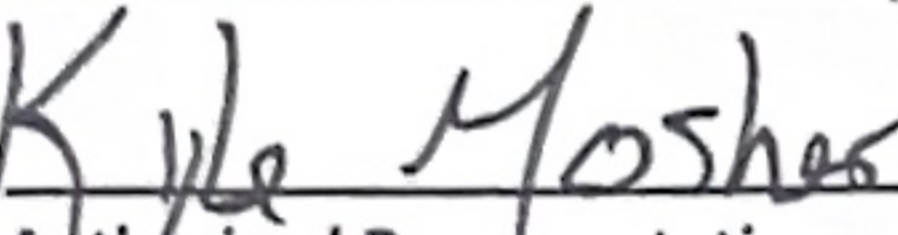
RSDG warrants that it will perform contracted work with reasonable care and skill and the services and materials provided by RSDG to client through this agreement will not infringe or violate any rights of any third party. Except as set forth in this contract, RSDG does not make any warranties, express, implied or statutory, including but not limited to the implied warranties of business continuity or fitness for a particular purpose, with respect to the provided services to be provided by RSDG. In no event shall RSDG, its representatives, assigns, or employees be liable for any lost revenue, loss of data, loss of use, business interruption or other special, incidental, indirect or consequential damages, including, without limitation, punitive damages. RSDG assumes no responsibilities or obligations whatever, other than the responsibilities and obligations expressly set forth in this agreement.

ACCEPTANCE OF TERMS |

The signature of both parties shall evidence acceptance of these terms and all associated content contained in this agreement:

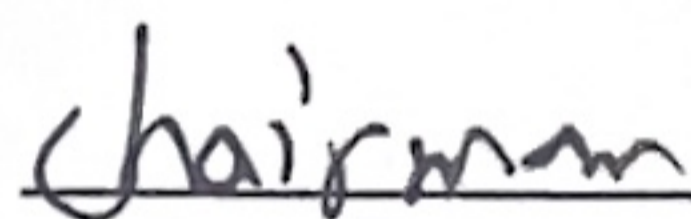


Manistee Downtown Development Authority



Authorized Representative

Date: 9/10/24



Rightside Design Group, LLC

Date:



Brandon Jensen, Owner

9.10.24