AGREEMENT BETWEEN
SMITHGROUP JJR
AND THE ANN ARBOR DDA
FOR PROFESSIONAL SERVICES

The Ann Arbor DDA, a Michigan municipal corporation, having its offices at 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA"), and SmithGroupJJR ("Consultant") a Michigan-based Corporation, with its address at 201 Depot Street, Ann Arbor, Michigan, 48104 agree as follows on this 4th day of December, 2017.

The Consultant agrees to provide professional services to the DDA under the following terms and conditions:

I. DEFINITIONS

Contract Administrator means Amber Miller, acting personally or through any appropriate staff member.

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

Project means: First, Ashley, and William Street Improvements.

II. DURATION

This Agreement shall become effective on December 1st, 2017, and shall conclude as outlined in Exhibit A.

III. SERVICES

A. The Consultant agrees to provide professional planning, design, engineering, facilitation services, and construction administration ("Services") in connection with the Project as described in Exhibit A. The DDA retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

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

A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.

C. The Consultant shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Consultant. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the Ann Arbor DDA, and their officers, employees, and agents from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Professional Liability Insurance protecting the Consultant and its employees in an amount not less than $1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 each employee
Bodily Injury by Disease - $500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor DDA shall be added as additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
$2,000,000 Per Job General Aggregate
$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $1,000,000.

B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the DDA may possess, including any self-insured retentions the DDA may have; and any other insurance the DDA does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the DDA.
C. In the case of all contracts involving on-site work, the Consultant shall provide to the DDA, before the commencement of any work under this contract, documentation demonstrating it has obtained the above-mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor DDA. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the DDA, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company’s Key Rating Guide of “A-” Overall and a minimum Financial Size Category of “V”. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the DDA.

E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the DDA, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

B. Living Wage. The Consultant agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.
VII. WARRANTIES BY THE CONSULTANT

A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

C. The Consultant 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 Consultant warrants that it is not, and shall not become overdue or in default to the DDA for any contract, debt, or any other obligation to the DDA including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.

B. The DDA may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.
IX. **OBLIGATIONS OF THE DDA**

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

X. **ASSIGNMENT**

A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the DDA. Notwithstanding any consent by the DDA to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the DDA. The DDA and Consultant acknowledge that Toole Design, Wade Trim, and Q+M will be joining the Consultant (SmithGroupJJR) team to assist as outlined in Exhibits A and B.

B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

C. The total contract amount is not to exceed $1,258,642, including a contingency of $150,000. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized consultants and SmithGroup JR acknowledges that it will be responsible for the work of any consultants (Toole Design, Wade Trim and Q+M) included in Exhibits A & B.

XI. **NOTICE**

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. **CHOICE OF LAW**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.
XIII. OWNERSHIP OF DOCUMENTS

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

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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 DDA’s right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the DDA and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the DDA.
FOR CONSULTANT

By
Authorized Representative

Thomas L. Mnms Jr.
S.V.P.

FOR THE ANN ARBOR DDA

By
John Mouat, DDA Capital Improvements Committee Chair

By
Susan Pullay, Executive Director
Exhibit A:  
ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY  
FIRST/ASHLEY STREET & WILLIAM STREET PROJECT  

SCOPE OF SERVICES - SUMMARY  
OCTOBER 16, 2017

The following scope of services outlines the principal tasks for determining the design direction and desired treatments as well as completing construction documentation and administration for the First & Ashley and William Street projects. These two, intertwined street design projects are anticipated to be advanced through a single unified process - although the team recognizes that outreach or certain activities may emphasis different street projects at different times through the process.

For this scope of services, the project team consists of the consultant partners (SmithGroupJJR, Toole Design Group, Wade Trim, and Q+M). The project team will work closely and collaboratively with DDA staff at each step in the process.

The process is broken into three phases to allow the project team and DDA Capital Improvements Committee to use the information garnered from each phase to reassess and adjust future phases. This process is proposed in the following three phases:

- **DESIGN PHASE**
  » The project team will conduct initial outreach and discovery, conduct traffic and safety analyses, facilitate design workshops and charrettes, and establish a preferred design direction. This phase will culminate in a 20% complete schematic design package.

- **ENGINEERING PHASE**
  » The project team will take the schematic design and develop it into a complete set of construction documents. This phase includes the approvals process for submitted design packages to the city for review and revision. This phase will culminate in a 100% complete set of construction documents.

- **CONSTRUCTION PHASE**
  » The project team will assist with the development of bid package materials and finalize the construction documents, specs, cost estimates, and other materials to support bid selection. The project team will assist with bid selection and construction administration.

Assumptions pertaining to this scope and the extent of design and engineering work includes the following:

1. The scope for the First & Ashley Street and William Street projects assumes that full reconstruction of the roadways will not occur. Design and engineering services related to road resurfacing is also not part of this scope. If the City of Ann Arbor desires to resurface the roadways or pursue street reconstruction, additional services will need to be procured.

2. The current project design fee does not assume stormwater management improvements will be designed to meet the City of Ann Arbor's green street policy for the entire roadway. Should the City desire stormwater improvements consistent with the City's Green Streets policy, additional services will need to be procured.
3. Geotechnical services to access below grade conditions are not included in this scope of work, and may be added to the Contract later or contracted independently.

4. Water main replacement is anticipated for approximately 2,800 – 3,600 linear feet as part of the DDA’s upsizing effort. This is anticipated to occur primarily on First and Ashley north of Liberty.

5. We have outlined the basic construction administrative services that are typical when an owner has staff available to provide day-to-day project oversight. Our team is available to provide daily inspection and coordination of testing services; however these are not currently included in this scope.

6. Scope assumes that traffic signals will be fully modernized to box-span layouts using mast arms. The traffic signal locations that have already been upgraded to mast arms will be modified to add mast arms and signal heads to face the new direction of traffic.

7. The project will be developed as a single package for the approvals process. In addition, the project will be bid as a single bid package (in a traditional design-bid-build approach) for both the First & Ashley and William Street project areas.

Given the complexity and range of stakeholder interests on this project, we anticipate that a broad range of public engagement and communication will be necessary to ensure that the design process is transparent. We anticipate engagement proceeding at a variety of levels (outlined below), with specific engagement opportunities outlined on the scope.

- **DDA CAPITAL IMPROVEMENT COMMITTEE (CIC)**
  - The project team will meet regularly with the DDA CIC, typically through their scheduled monthly meetings, to provide status reports and collaboratively engage CIC members in helping to inform the planning process and design direction. These meetings are not identified specifically in the following scope, as it is assumed the project team will meet with the CIC on a monthly basis for most months during the project.

- **CITY OF ANN ARBOR STREET DESIGN (SD) TEAM**
  - The project team recognizes the key role that city’s SD team plays in shaping the technical design of street projects. The SD team will be engaged frequently throughout the process to support their confidence in the proposed design direction. These meetings are not identified specifically in the following scope, as it is assumed the project team will meet with the SD team on a monthly basis for most months during the project.

- **FOCUS GROUPS / STAKEHOLDERS**
  - Stakeholders will be engaged at multiple points throughout the process as either small meetings/interviews and/or focus group meetings depending on the stakeholder in question. Broadly, stakeholders encompass adjacent property owners/tenants, downtown business associations, residential neighborhood associations, special interest groups (e.g. bicycling coalitions), and city boards and commissions (e.g. Historic District Commission, Transportation Commission).

- **PUBLIC-AT-LARGE**
  - Collectively, these are highly visible projects and likely to raise a range of concerns and questions from the public. Throughout the process, opportunities are identified to engage the public-at-large in methods suited to the phase of the project. These may include, but are not limited to, popup street workshops, open house design workshops or charrettes, questionnaires, and informational portals.

Note that the **ORANGE** text below each sub-task identifies the approximate division of labor for each consultant for that sub-task. A detailed breakdown of estimated hours by task and consultant is provided separately.
The project team will begin the project by reviewing past and on-going planning materials, collecting baseline data and site information. This task will hinge on a key kick-off meeting with CIC and SD team members.

- **Base Data Collection & Site Map**
  - The project team will work with the DDA and City of Ann Arbor to obtain current geospatial data and reports relevant to the project area to support initial site investigation and planning activities. These may include, but are not limited to:
    - Site boundary surveys, aerial photographs, and property ownership data;
    - Traffic data, street mapping of existing R-O-W widths and lane configurations
    - Public parking data and mapping;
    - Utilities maps, easement records, and planned improvements;
    - Zoning ordinances and specific development standards for the district;
    - The recent downtown plan and appendices;
    - City master plans, recreation plans, non-motorized plans, and previous planning efforts in project areas
    - Existing land use maps;
    - Known information on other proposed developments and improvements in the area
    - Lightning condition assessments
    - Historical context
  - The project team will summarize this information into a graphic project base map to be used for the initial planning activities.

- **Kickoff Meeting**
  - The project team will organize and facilitate a half-day kick-off meeting. This meeting may be constructed as a back-to-back session with the DDA CIC board and SD team. It will include 1) orientation to the project; 2) site tour; 3) goals and objectives work session.
    - The goals and objectives workshop will consider the overarching project goals and how these will translate into potential objectives and measurable factors. In addition, the full extent, scope, and details of the traffic analysis can be discussed with SD team members.
    - Consideration of key benchmarks and case studies may be incorporated into the presentation materials.
  - The project team will provide a summary of the kick-off meeting and field observations.
The project team will conduct an information and outreach campaign over the course of this project. This scope of services outlines a sequence of meetings, interviews, web-based information and communication, and related outreach efforts. The format and content of the workshops and meetings that are outlined below will be used as a starting point for discussions with the project team as we refine the engagement strategy.

- **Refined engagement framework**
  - The project team will use an established engagement framework planning tool to identify stakeholders, their needed level of engagement, and typical engagement methods.

- **Establish communications strategy + ongoing communication**
  - The project team will work with DDA and City staff to determine the most effective pipeline for sharing project information. This may include a social media strategy and development of web-based resources.

- **Preliminary branding and identity strategy**
  - Getting ahead of the public concerns and questions will be important to ensuring that this project proceeds in a transparent manner and that the project goals and objectives are clearly articulated to the public and stakeholders. Initial branding activities will be helpful in crafting the desired image and visibility of the project.

- **Pop-up street workshops November or December 2019**
  - The project team will conduct a half-day series of pop-up workshops around the project area to ask the public about issues and opportunities along the street corridor and as a means of providing some information and context about the project. In this effort we will carry our visioning and design tools into the community to gather informal, immediate and organic feedback about the project, its use, and the desired program elements and design ideas.

- **Focus Group meetings January 2018**
  - The project team will conduct a series of up to THREE (3) preliminary meetings with select focus groups. These meetings will be informal and brief, allowing attendees to get an overview of the project, its current progress of the project, and offer timely input or ask questions of the project team.

- **Establish Technical Partners/ Coordination**
  - Michigan Department of Transportation (TSC, Geometrics, Signals, and Railroad Departments)
  - Michigan Department of Environmental Quality permit review process.

Meetings with the committees, focus groups, and the public will be documented in summary notes, which will be formatted in Word, and provided to DDA staff for records and distribution. These summary report will document the progress of the design process, as well as help inform the Capital Improvements Committee as to how input from the community is shaping the project.
Site Survey
November 2017

The SmithGroupJJR Team will initiate land topographic survey services in the first four weeks of the project, such that survey materials will be available for use during the Design Development and Construction Document phases of work. A topographic survey of the project area will be completed in order to document the current existing conditions. The limits of this survey will be established during the initial phases of the project to ensure agreement to the extent of survey required. Also included is the gathering of utility data from utility providers and the incorporation of utilities into the topographic survey. The survey will include planimetric, topographic and utility work. (Boundary Survey and ALTA surveys are not included.) Utility survey will include field DIPS information for storm and sanitary sewers within the project areas. As part of the survey efforts the right-of-way will be found and identified. More detailed information pertaining to the scope of the survey is located at the end of this document.

Feasibility & Technical Analyses
November 2017 – May 2018

In this critical task, the project team will conduct a series of analyses that will inform the feasibility, opportunity, and constraints relative to restoring two-way operations on First & Ashley as well determine potential bicycle facility designs for both First & Ashley and William Street. It is anticipated that this task will be an iterative process of developing ideas and refining those ideas into preferred, distinct options. Key analyses tasks include:

- Traffic Analysis & Feasibility Assessment (First & William Street Project Area only) – TDG Led
  » The objective of the traffic analysis is to understand the flows of traffic into, through, and out of the project areas. Collection is anticipated to include:
    - Turning Movement Counts - 29 intersections (7-9AM, 11AM-1PM, 2-6PM)
    - Automatic Traffic Recorders – 6 locations (7 day period)
  » The project team will meet with DDA and City Staff to determine the exact bounds of the study in advance of data collection. In addition, the project team will work with the DDA and City staff to determine appropriate factors and objectives/constraints to be considered in the traffic analysis.
  » The traffic analysis will utilize a Synchro traffic model and may incorporate elements of the City’s existing Traffic model as applicable.

- Origin-Destination Analysis (First & William Street Project Area only) – TDG Led
  » The project team will procure and utilize O-D data provided by a 3rd party vendor to inform the redistribution of traffic expected with the two-way conversion of First and Ashley – limited to proposal set forth by StreetLight Data, Inc.

- Safety Analysis & Vision Zero Alignment – TDG Led
  » The project team will assess the crash record database to review patterns and exposures for vulnerable roadway users through the lens of Vision Zero objectives. This work will include analysis of crash history for the corridors along with crash summaries of selected features including signalized intersections, minor intersections, driveways, crash summaries for pedestrian, bicycle collisions, etc.
  » In addition, the City’s pedestrian crossing decision tool can be utilized or advanced to help inform appropriate design facilities at crossing points.
• Bicycle Level of Traffic Stress Analysis – TDG Led
  » The project team will assess the existing level of traffic stress for bicycle riders and explore the implications of an alternative condition as a basis of comparison.

• Optimization Study & Signal Permits – Wade Trim Led
  » After reviewing the Synchro models for existing and proposed conditions developed by Toole Design for AM, PM and Off Peak periods, Wade Trim will perform a signal optimization for the corridors. Based on the final geometric features selected for the project, we will conduct a signal optimization study to determine the impacts of the final project and optimize the signal timing and develop signal timing permits per MDOT and City of Ann Arbor standards for the project when it is open to traffic.

Three (3) sets of meetings with the DDA CIC and SD team are anticipated during this task.

Each of these analyses would be documented in summary reports and provided to the DDA as part of the project record. It is anticipated that as the design charrettes proceed, these analyses may need to be revisited and/or other facets of the baseline data understood in order to best inform the design.

Charrette #1: Discovery
March 2018  SGJJR (30%) TDG (40%) WD (20%) Q+M (10%)

After conducting data collection and preliminary results from the above analyses are recorded, the project team will conduct a week-long, focused design charrette. This first discovery charrette is intended to determine a range of feasible and desired directions as a basis for alternatives exploration. It is expected that key DDA, City Staff, and other stakeholders would be engaged at targeted moments throughout the process, including them in the design process.

The team anticipates public input sessions as part of the charrette process and/or in advance of the charrette – the exact format for these will be refined as the process moves forward and the public engagement plan is developed. Options explored through the charrette and in public sessions will be framed by the project budget, scope, and analysis findings to avoid making commitments to projects that cannot be implemented.

Why a Charrette?
We have found this process is very effective for projects where there is a desire to solve complicated design issues and involve a diverse set of stakeholders and interests. The success of the charrette process is due to several of its inherent features:
• Brevity and Finality – The stated deadline for reaching a conclusion is a major factor in resolving difficult issues. Participants do not have the option of going back to their office to think about it for long periods of time and then get back to the process with a finding or recommendation (i.e., long feedback loops are prevented). Rather, findings and recommendations are developed collaboratively and concluded. The short feedback loops make this feasible.
• Openness and Participation – By its very format, the charrette invites participation and openness. Stakeholders, designers, and officials are in direct contact with each other, and resolve issues readily, rather than through protracted channels of communication. Feedback loops are frequent and efficient, leading to consensus in a shorter timeframe.
• Understanding and Appreciation – The charrette process rapidly sets the record straight on any incorrect perceptions (e.g. unfounded rumors about redevelopment plans, assumptions about traffic conditions that are incorrect, etc.) and provides people with correct information, well targeted ideas, and a communicative venue for discussion. Charrette participants quickly gain an
appreciation of the different perspectives others bring to the table, and our team helps them to rapidly focus energies on constructive work towards solutions of lasting value.

- **Efficiency and Collaboration** – Simply assembling the level of talent (i.e., design team, City and DDA, MDOT officials, business owners, stakeholders, the University and others) in a highly focused effort produces a high level of concentration and productivity. This is reflected in a level of production and consensus that is often astonishing to observers.

- **Community Ownership** – Because the agencies, officials, and stakeholders were part of the charrette process; they develop ownership in the results, increasing the momentum behind the efforts, and increasing the probability of a successful implementation.

**Discovery Charrette Timeline (proposed sequence, subject to revision)**

**Day 1 (Monday): Discovery/Site Visit**

The Team will arrive as early as practicable on Day 1. We will set up the workspace at the venue. The team will meet with the DDA for initial discussions, conduct a map review of the issues, review the project objectives, and go over the charrette schedule. The Team will conduct any additional site tours with DDA or City staff during this period. For the remainder of the day, the team will work at the venue.

From 6:00 p.m. to 7:30 p.m., there will be a public meeting to introduce the project, review the goals and objectives, and get their input. The format will be a short presentation, followed by table sessions during which people will discuss, document, and share their ideas with our team and the DDA.

**Days 2 and 3 (Tuesday and Wednesday): Stakeholder Interviews and Production Days**

During Days 2 and 3, the team will conduct a series of stakeholder interviews at the venue, with each one starting on the hour. Two tables will be set up for stakeholder interviews and eight time slots will be available for each table per day. Two interviews can happen concurrently if necessary (i.e., one at each table). These interviews are for stakeholders identified by the City. Usually, there are one or two people being interviewed at a time at each table. However, if there are a number of stakeholders with the same issues or from the same entity, then up to about four or five people can be interviewed at the same time.

There will be approximately 32 slots available for stakeholder interviews to ensure there are plenty of opportunities to hear from the stakeholders. Rest assured that it is not required that all 32 slots be filled. Any time not used for stakeholder meeting will be productively used. When members of the Team are not directly involved with interviews, they will be doing concurrent work (while still listening to occasional interviews that are relevant to their tasks). The beauty of the charrette venue is that all the maps, resources, and people are readily available, creating significant efficiencies and resulting in effective communications. It would be best if a representative from the City attends the interviews for introduction purposes, clarifying issues, and informational purposes.

There will also be public open studio hours for any stakeholder or member of the public who wishes to come in and share ideas, ask questions, or just see what is going on. The open studio hours will be from 4:00 p.m. to 6:30 p.m. on Tuesday and Wednesday.
**Day 4 (Thursday): Production Day and Pin-Up for the DDA**

Day 4 is a production day during which the discoveries and the input are refined and summarized. Every attempt will be made to keep the summaries as visual as feasible so that they are easy to understand. Any themes, starter ideas, and preliminary direction will be summarized. There are no meetings during the day on Thursday, except for the pin-up. However, DDA and City staff are welcome to drop in and view progress, as they desire.

The pin-up will occur from 3:00 p.m. to 4:30 p.m. for the stakeholder group and anybody that the DDA and City would like to invite. During the pin-up, we will review the discoveries to date and the starter ideas. This is a chance for the DDA and the City to refine and augment their input, react to the discoveries, and comment on and adjust the starter ideas prior to the ideas being shared at public meeting. “Next steps” will also be covered and discussed at the pin-up which will inform the planning for Part 2 of the charrette.

From 6:00 p.m. to 7:30 p.m., there will be a second public meeting for community members so that they can see how the ideas are progressing and provide additional input. We will review the work and ideas to date and there will be time for discussion, input, questions and answers.

**Discovery Charrette Follow-up**

Following the conclusion of the Discovery Charrette our team will look to further refine and test the starter ideas. This could include additional traffic analysis and roadway design review.

**Design Alternatives**

March – May 2018  
SGJJR (60%) TDG (20%) WD (20%) Q+M (0%)

**Design Alternatives Refinement**

Based on the results of Charrette #1, the project team will revise up to three alternate street and roadway design concepts showing:

- Roadway geometry and typical cross sections, including lane assignment, bicycle facilities, and curb edge modifications.
- Recommended intersection treatments
- Potential signal plan adjustments and coordination needs
- Potential cost impacts and implications.

Sketches, 3D renderings, or other imagery can be used to convey the design intent and functional characteristics of each alternative. The feasibility of each option will be examined based on findings from the technical analyses.

**Decision-support tool**

To aid in the evaluation and assessment of design alternatives, the project team will work with the CIC and SD team to develop a decision-support tool. This tool build on the project goals and objectives, establishing relative or fixed criteria to use in assessing the strengths and weaknesses of each option. This tool may take the form of a score card or matrix, and can provide a way for different groups or perspectives to weigh the importance of different criteria. This tool can be used, or the results from it presented, in the second charrette to help work towards a preferred design.

Three (3) sets of meetings with the DDA CIC and SD team are anticipated during this task.
Charrette #2: Alternatives
June 2018
SGJJR (30%) TDG (40%) WD (20%) Q+M (10%)

Day 1 (Monday): Design

As with the Discovery Charrette, our Team will arrive as early as practicable on Day 1 and set up the workspace at the venue for the Design Charrette. We will meet with the DDA and City to discuss the design alternatives, and review the schedule for the week. For the remainder of the day, the Team will work at the venue.

Days 2 and 3 (Tuesday and Wednesday): Refine & Iterate on the Design Alternatives

On Days 2 and 3, the Team will continue to revise the design alternatives. There will also be public open studio hours for any stakeholder or member of the public who wishes to come in and share ideas, ask questions, or view progress. The open studio will be from 4:00 p.m. to 6:30 p.m. on Tuesday. Various stakeholders are invited back to review aspects of the work.

On Wednesday afternoon, from 3:30 p.m. to 5:00 p.m., there will be a pin-up session for the DDA, City and anybody they would like to invite. The work to date will be presented informally and discussed. The ideas will be kept as graphical as feasible. Next steps will also be discussed that will inform what will happen after the charrette is complete, such as private property negotiations (if needed), cost-estimating, funding, construction documents, schedules, partnership opportunities, etc.

Day 4 (Thursday): Production Day

Day 4 is a production day during which the products are finalized. There are no meetings on Thursday, except for the public presentation. However, DDA staff and City staff and selected invitees are welcome to drop in and view progress, if they desire. A final public meeting will be held that evening from 6:00-7:30 p.m. We will present a summary of the discovery process, the design process, the plans, and the design concepts. There will be time for questions, answers, and discussion.

At this point, the plans and direction should have what is known as “informed consent.” This allows subsequent steps, design refinements, and construction documents for various projects to move forward with confidence. The DDA, City, University, stakeholders, and others have collaborated on the products and shaped the outcomes. The ownership, energy, and support of the results will help propel the various projects through their next steps towards implementation. The presentation and electronic copies of all the drawings and photographs, made during the charrette, will be provided to the City immediately after the presentation.

Alternatives Charrette Follow-up

Following the charrettes, the Team will prepare a memorandum summarizing the process and recommendations. This document will include:

- Final power point presentation;
- The maps, drawings, photographs, and diagrams developed during the charrette;
- The individual electronic files of maps, drawings, photographs, and diagrams (for the client’s files and use in the future)

Schematic Design
June - August 2018
SGJJR (40%) TDG (25%) WD (35%) Q+M (10%)
Based on the results of the charrettes, the project team will work with the CIC and SD team to review the feasibility of proposed options and use the decision support tool to determine a preferred design direction. Once a preferred direction is determined, the project team will develop a schematic design plan – although other alternatives and treatments may still be kept in a “back-pocket” as the design moves forward.

Graphic plans will be supplemented with example photographs, cross sections, and sketches to communicate the design and engineering intent. A 3-D perspective model will be revised to reflect the draft plans. A draft Opinion of Probable Construction Cost will also be developed to understand the budget implications of the proposed plan.

Three (3) sets of meetings with the DDA CIC and SD team are anticipated during this task. In addition, meetings with MDOT departments are anticipated to review the schematic design direction.

**ENGINEERING PHASE**

*September 2018 – July 2019*

**Engagement / Communications**

*September 2018 – July 2019*  
**SGJJR (40%) TDG (15%) WD (15%) Q+M (30%)**

With a preferred design selected and the project advancing into the engineering phase, the need for continued communication and outreach is important. As the project “becomes more real” in the public eye and the design is explored in greater detail, there is likely to be additional public question and commentary concerning the project. On-going communication is important to continue to maintain transparency and keep the public, property owners/tenants, and other stakeholders informed.

- **Continued Communication Items / Project Updates**
- **Focus Groups**
  - Anticipate six (6) meetings during the engineering phase to review design plans as they evolve and allow stakeholders to ask basic questions and solicit feedback.

**Design Development Documents (60%)**

*September 2018 – February 2019*  
**SGJJR (50%) TDG (5%) WD (45%) Q+M (0%)**

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

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

- **Cover Sheet**
- **Site Survey of Existing Conditions**
- **Site Preparation and Removals Plans**
- **Street Plans and Profiles**
- Street Cross Sections and Details
- Signage and Striping Plans and Details
- Water Main Plan and Profile
- Storm Water Profiles and Details
- Grading and Drainage Plans
- Sidewalk Layout and Materials Plans (including landscape)
- Lighting layout, photometrics, and cut sheets
- Sidewalk Zone Details
- Outline Technical Specifications describing the work

Two (2) sets of meetings with the DDA CIC and SD team are anticipated during this task.

**Implementation:** The plans will be supplemented with an updated Opinion of Probable Construction Cost and Implementation Phasing Plan to assist the project team in understanding the potential costs of the construction project and the opportunities for phasing the implementation of the project. Particular attention will be paid to strategies for sequencing construction to minimize impacts to businesses and community events, identifying potential construction staging areas and site preparation needs, and mapping out temporary traffic patterns and access strategies.

**Approvals + Review**

*February 2019 – May 2019*  
SGJJR (60%) TDG (40%) WD (0%) Q+M (0%)

Documents will be submitted to the project team at 60% complete (general plan review) and 90% (preliminary contract review) complete for your review, input, and distribution to the Capital Improvements Committee, Street Design Team, and others as you deem appropriate. We anticipate up to two meetings each with the Capital Improvements Committee and the Street Design Team to gather input and guide the design efforts. We will start each meeting with an overview of progress and discussion of the larger issues related to the project as a whole, and then drill down into a more detailed discussion of project budget, materials, design details, and construction logistics.

The SmithGroupJJR Team will also conduct one round of Focus Group meetings to engage stakeholders in a discussion of the design refinements and construction sequencing strategies. We will also continue to coordinate with private utilities by sending the interested parties the plan documents, and updating the utilities on plans for any utility upgrading and or burial.

Plans will be submitted to the City review and comment at 90% (preliminary contract review) stage. Plans and permit applications will also be prepared and submitted to the Michigan Department of Transportation, Ann Arbor Railroad, and Michigan Department of Environmental Quality (for review of the changes to the public water system). Permits that are typically sought when a project is commencing construction are assumed to be the responsibility of the Construction Contractor.

Up to four (4) presentations / meetings with boards or other entities for approvals.
Final Construction Documents (100%)
May 2019 – July 2019

Perform civil engineering, landscape architectural, architectural, and electrical, mechanical, and structural engineering services to finalize Construction Document plans and specifications for the project area.

We anticipate the following will be required as part of this set of Construction Documents:

- Cover Sheet and Phasing Plan
- Site Survey of Existing Conditions
- Soil Erosion Control Plans
- Site Preparation and Removals Plans
- Traffic Maintenance and Control Plans
- Street Plans and Profiles
- Street Cross sections and Details
- Signage and Striping Plans and Details
- Water Main Plan and Profile, and details
- Storm water Plans and Profiles
- Storm water Details
- Grading Plans (Sidewalk zone)
- Lighting and Electrical Plans
- Electrical Diagrams and Details
- Sidewalk Zone Layout Plans
- Sidewalk Zone Materials and Landscape Plans
- Sidewalk Zone Details
- Signal Plans and Details
- Railroad Crossing Treatments
- Technical Specifications

We will prepare the construction documents, technical specifications, and engineers estimates and quantities to be included in the BID package (which will be prepared by the DDA). The DDA will oversee the BID process with our input and assistance, as needed. We assume that we will utilize DDA or City of Ann Arbor standard document and edit to suit the needs of the project. All final design AutoCAD files will be submitted to the DDA and City for their records.

Two (2) sets of meetings with the DDA CIC and SD team are anticipated during this task.

Implementation: The plans will be supplemented with an updated Implementation Strategy Plan, including an Opinion of Probable Construction Cost and Implementation Phasing Plan to assist the project team in understanding the potential costs of the construction project and the opportunities for phasing implementation of the project. Particular attention will be paid to strategies for sequencing construction to minimize impacts to businesses and community events, identifying potential construction staging areas and site preparation needs, and to mapping out temporary traffic patterns and access strategies.
CONSTRUCTION PHASE
SGJJR (80%) TDG (0%) WD (10%) Q+M (10%)

Engagement / Communications

- Continued Communication Items / Project Updates
- Focus Groups
  » Anticipate ONE cycle of meetings (5-6 meetings per cycle) during the engineering phase to review design plans as they evolve and allow stakeholders to ask basic questions and solicit feedback.

Construction Bidding + Negotiation
BID: Fall 2019 (September)

- Pre-Bid Services
  » Provide the project team list of potential bidders experienced in similar construction to be added to the City's list of local bidders.
  » Attend and lead a Pre-Bid meeting, including a site tour.
  » Provide clarifications, both written and in the form of sketches, for their inclusion in addenda.
  » We will attend the bid opening, review bid tabulation and supporting documents and offer recommendations if requested.

- Post-Bid Services
  » Provide assistance to the DDA in negotiating Contracts with low bidders. Such assistance may include participation in conference calls, review and acceptance of alternative materials and equipment, discussions with bidders as to content and completeness of bids, and attending a briefing with the low bidders and the DDA to clarify any uncertain issues.
  » Review of bidder's submittals including project schedule, schedule of values, Subcontractor lists, qualifications data, and references.
  » We will provide to the successful bidder a set of the documents in AutoCAD format for their use during construction.

Contract Documents and Construction Administration

SmithGroupJRR will commence Construction Administration services and responsibilities upon the award of a Contract for Construction of the project and terminate such services at Final Acceptance of the work. During the construction period SmithGroupJRR will provide the following services:

Meetings & Site Review

- Participate in one pre-construction meeting.
- Participate in up to twelve (12) construction meetings during the active stages of construction as needed.
- Make visits to the site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, SmithGroupJRR will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents.
For purposes of budgeting we have assumed an average of one site trip per week over 30 weeks of active construction. These site visits are in addition to the regular construction meetings noted above.

Document Review and Management
- Review and approve shop drawings, samples, mock-ups, testing reports and other data that the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Evaluation of Contractor submitted substitutions is considered an extra service.
- Prepare and distribute bulletins, change orders, and supplemental instructions (e.g., responses to RFI's) including clarifications and progress reports as required to address drawing clarification, field conditions and minor modifications to the work. Evaluate scope and price submittals of change orders from the Contractors.

Project Close-Out:
- Conduct a site review at substantial completion to determine if the work is substantially complete and prepare a punch list of uncompleted or unacceptable work items. Upon notice that all punch list items are complete, a final site review will be held to determine if the completed work is acceptable.
- After completion of construction, prepare electronic as-built record drawings. Mark-ups will be prepared by a DDA-retained inspector and provided to the team for electronic as-built record drawings.

The DDA may require inspection or testing of the work by materials testing agency. Our team can coordinate this work; however, this work is not included in this proposal.

DDA requested bulletins and change orders which modify the scope of work previously agreed upon is considered an extra service.

Members of the Design Team will not have control or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
SURVEY – SCOPE OF SERVICES (ADDITIONAL INFORMATION)

PART ONE – SURVEY AREA
The survey includes the lands shown on the attached exhibit.

PART TWO – GENERAL
The survey will be performed under the supervision of a Licensed Professional Surveyor in the State of Michigan.

Coordinate System:
- Horizontal Coordinates shall be provided in Michigan State Plane Coordinates (NAD 83, Zone South, Geoid 12A)
  A list of all traverse points used in the survey shall be provided on the map of survey. This list will include a description of the point, its general location, its adjusted X,Y,Z coordinate values, and datum used.

Vertical Datum:
- Vertical Datum shall be the North American Vertical Datum 1988, (NAVD 88).
  A list of all benchmarks established during the survey and used to establish the vertical datum shall be provided on the map of survey. This list will include a description of each benchmark, its general location, adjusted elevation and the datum used.

Units, Display and Deliverables:
- Topographic mapping units and Boundary dimensions will be measured and displayed in English units (International Feet)
  The Map of Survey will be provided electronically in AutoCAD ver. 14 or higher and in a signed and sealed PDF. The ACAD file shall contain intelligent Civil 3D points, surface and features with sufficient point elevations dragged for display. Surplus point data not displayed will remain in the drawing on a frozen layer(s).

PART THREE – RIGHT-OF-WAY RESOLUTION
As part of the Traditional Topographic Survey, the limits of the public Rights-of-Way shall be plotted by a licensed professional Land Surveyor and will be incorporated as part of an overall existing conditions plan. The resolution of the limits of the public Rights-of-Way will include the criteria specified below.

- State basis of bearings relative to an acceptable source (i.e. astronomical north, adjacent record plat, etc.).
- Show and describe all found boundary monumentation.
- Show names, widths, public or private use of all adjacent road, alley, or railroad Rights-of-Way.
- Show lot numbers, blocks, names, and liber and pages of adjacent subdivision or condominium plans.
- Show tax identification numbers, address and approximate side lot line locations for parcels adjoining the mapping limits.

PART FOUR – TOPOGRAPHIC SURVEY
Subject properties to be included in the Topographic Mapping portion of the project include those lands contained in the mapping limits on the attached exhibit. Within public Rights-of-Way the mapping limits will extend to limits of the record Right-of-Way. Street intersections will also capture sufficient mapping to show traffic striping, grading and utilities on the adjoining streets as shown on the attached exhibit.

A Topographic Survey shall be performed by a licensed professional Land Surveyor and incorporated as part of an overall existing conditions plan. The Topographic Survey portion of the project will include the criteria specified below.

- Display contours at 1 foot intervals.
- Spot elevations should be shown at approximately 50 foot intervals and at breaks in grade, high points and low points, and any other areas of significance.
- Road centerline, curb, and sidewalk elevations and locations shown at approximately 50 foot intervals, and at horizontal or vertical angle points and intersections.
- Perform all traffic control measures necessary to safely maintain traffic during the survey. The provided fee excludes any permit fees that may be required to execute a lane closure if such a measure is necessary.
- Building corner locations and elevations at natural ground for buildings within the mapping limits
- Remaining hardscape features including: pads, stairs, truck docks, ramps, retaining/landscape walls, gates, etc. Label each and designate material. Stairs within the mapping limits will be mapped in detail to show the number and size of steps and any handrails.
- ADA detectable warning pads shown to scale as well as the detailed grading of the surrounding sidewalk ramps necessary for ADA compliant design
- First floor elevations at door locations adjoining the mapping limits.
- Visible surface evidence of building vaults
- Roadway and parking striping
- Define the limits of various road and walk surfaces (i.e. brick, asphalt, concrete)
- Utility Locations (including but not limited to sanitary, storm, power, gas, water mains, fire protection, telecommunications, steam, etc.)
  - Observed surface locations on all utilities
  - Accessible underground information for storm and sanitary sewers including: invert & rim elevations, size of structure & pipes, material of utilities. Utility data will be expressed in the form of a schedule or clearly labeled on drawing.
  - Observed overhead wires and cables affecting the surveyed premises. Include directions and pole or building locations. Individual wires, hangers and sag heights will not be collected as part of this effort.
- Record utility information.
  - Surveyor is responsible for researching and compiling utility records. Records request requires 28 days for respondents to provide their documents.
  - Integrate field located utilities with record information.
  - Label quality of utility location shown on the survey. (ex. Comcast shown per record maps only. No field markings)
  - Additional supporting information on the utilities will be limited to the information provided on the record utility maps. This includes the size and depth of franchise utilities (Comcast, DTE, AT&T, etc.) and water main as well as the location of underground vaults, buried tanks and septic fields.
  - Note utility companies that provided record utility maps
  - Additional efforts to research and document utility size, location and pressure are not included in the provided fee.
- Street lights, street signs, traffic lights, guardrail, and other safety devices.
- Locate and identify trees 6" and larger within the mapping limits. Include the size, species and number of trunks.
- Limits of landscape areas, bike loops and parking meters,
- Determine if a floodplain elevation has been established for the site and if applicable, show approximate floodplain contour line from available information.

**PROJECT UNDERSTANDINGS**

- The survey plan requires that the survey is performed while the ground is free of snow.
- It is not our intent to deploy ground penetrating radar on the survey. The location of subsurface features such as foundations, buried tanks, poor materials, garbage, etc., beyond the information that can be determined from visible surface evidence and record drawings, is not included in the provided fee.
- The investigation and documentation of existing building vaults is excluded from the provided fee.