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 2nd day of February, 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: Huron Street Improvements.

II. DURATION

This Agreement shall become effective on February, 2017, and shall conclude as outlined in Exhibit A, with a target date of April, 2019.

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 Nelson/Nygaard Consulting and FTC&H will be joining the Consultant (SmithGroup JJR) 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 $475,879. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized consultants and SmithGroup JJR acknowledges that it will be responsible for the work of any consultants (Nelson/Nygaard and FTC&H) 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

FOR THE ANN ARBOR DDA

By ______________________________
John Mouat, DDA Capital Improvements Committee Chair

By ______________________________
Susan Pollay, Executive Director
EXHIBIT A
Huron Street I-94BL
SCOPE OF SERVICES

SUMMARY

Moving significant projects through the design process and construction is a complex endeavor, and requires a thoughtful, coordinated approach. The Scope of Work outlined below is comprehensive and detailed to convey to you our understanding of the project and ability to manage a complex multi-faceted project. The geographic scope of the street design work is Huron Street I-94BL (the I-94 Business Loop, or I-94BL) from Ashley Street to Division Street.

A summary of the proposed scope is outlined below to provide a brief overview.

**Phase One: SITE INVESTIGATION + PROGRAM CONFIRMATION:** Establish an excellent collaborative, working relationship with the Ann Arbor Downtown Development Authority ("DDA"), the City of Ann Arbor ("City"), Michigan Department of Transportation (MDOT), and other key stakeholders. Confirm and refine the list of programmed activities and site design elements to be included in the work.

**Phase Two: SCHEMATIC DESIGN:** Building on the Downtown Street Design Manual, study the potential traffic impacts and benefits of altering street configurations, explore in more detail alternative design ideas; engage stakeholders in the refinement of the design, and establish a base understanding of the construction budget and phasing of the work. Develop a funding strategy for the use of grants outside of the DDA and prepare grant applications.

**Phase Three: DESIGN DEVELOPMENT:** Further refine the design, phasing and budget for the Huron Street I-94BL project and work with stakeholders and City staff to insure that the design reflects the desired character for Huron Street I-94BL and the Ann Arbor Downtown Street Design Manual best practices.

**Phase Four: CONSTRUCTION DOCUMENTATION:** Complete the design drawings and specifications to a high degree of quality to insure sound construction and solid bids.

**Phase Five: CONSTRUCTION BIDDING + NEGOTIATIONS:** Assist in obtaining and evaluating bids and preparation of contracts.

**Phase Six: CONTRACT DOCUMENTATION + CONSTRUCTION ADMINISTRATION:** Provide professional expertise to monitor construction, maintain budgets, assist in grant reporting, and establish a high standard for quality.
Baseline assumptions from which this proposal is based include the following:

1. The Huron Street I-94BL Improvement project will be primarily funded by the Ann Arbor DDA. The DDA hopes to successfully pursue grant funding through the State of Michigan or SEMCOG (and, perhaps, other sources) to help implement the project.

2. The current project construction budget assumes that the work will include improvements of Huron Street I-94BL from Ashley Street to Division Street. Contemplated improvements include upgrading the street and pedestrian lighting, providing updated pedestrian crossing signals, installation of new street trees, landscape beds and rain gardens, sidewalk replacements and pedestrian amenities. Improvements within the street may include new boulevard islands and intersection paving enhancements to highlight key places along Huron and improve pedestrian safety.

3. We will perform a traffic study of the corridor to inform the improvements, which will include the assessment of need for new traffic signals. The design of new signals (other than the pedestrian signal upgrades noted above), is not included in this scope of work, and would require the appropriate signal warrants to indicate the need for change.

4. Stormwater system improvements consistent with Ann Arbor’s Green Streets policies, road reconstruction and/or repaving, and changes to the vehicular signalization are not anticipated at this time.

5. 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 for independently.

6. 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.

7. The project will be bid as a single bid package (in a traditional design-bid-build approach), with clear delineations in the construction documents as to which agency is paying for the work.

8. We have also outlined a series of meetings and workshops with a range of groups. We anticipate that besides these specific meetings, we will meet with the Downtown Street Design Team and/or other staff as needed on average of once a month through the design phases of the project, and will attend up to six meetings of the DDA Capital Improvements Committee (CIC) to discuss the streetscape design, outside of those already defined in the scope of work.
The SmithGroupJJR Team for the Huron Street I-94BL project will include SmithGroupJJR and Fishbeck, Thompson, Carr, and Huber (FTCH). The proposed roles of the two team members are as follows:

**SGJJR:**
- Lead design consultant and project manager
- Establish overall design approach and theme
- Prepare Schematic Design documents for the entire project based on results of the traffic study and community and client input.
- Provide Final Design of sidewalks, lighting, landscape, and amenities

**FTCH**
- Lead Traffic Engineering study and coordination with MDOT
- Prepare the site survey
- Provide Final Design of road improvements, including medians, intersection treatments, and pedestrian signal upgrades

### PHASE ONE

### SITE INVESTIGATION + PROGRAM CONFIRMATION

**Task 1.1: Site Investigation**

The SmithGroupJJR Team will conduct a preliminary review of the available planning and engineering data and determine the implications on the design efforts. This review will include:

**Data Collection and Review:** Review in detail past planning and design efforts completed to date. We will work with the City, DDA, and MDOT to gather and study available information that has been previously prepared by others, including:

- Site boundary surveys, aerial photographs, and property ownership data;
- Traffic data, street mapping of existing R-O-W widths and lane configurations;
- Utilities maps, easement records, and planned improvements;
- The Downtown Street Design Manual and more detailed information, if needed, including:
  - 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; and
- Known information on other proposed developments and improvements in the area.

**Site Base Map:** With the collected data SmithGroupJJR will prepare a suitable base map for use in the Schematic Design Phase of work while the site survey is being prepared.

**Site Visit and Conditions Evaluation:** Review and document existing site conditions, including an overview of conditions in the project area, including pavements, pedestrian
crossings and movement, site furnishings, site lighting and signage, landscape plantings, and site amenities in the context of evaluating the potential impacts of, and integration with, the proposed improvements. We will visit the site in the nighttime to record light levels and observe the quality of light conditions. Findings will be documented in a series of Site Conditions and Opportunities maps and photographic image boards.

Task 1.2: Site Survey

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 subsequent 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 in to 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.

Task 1.3: Establish a Stakeholder Outreach Campaign

The SmithGroupJJR Team will conduct an information and outreach campaign. We have outlined a process in this proposal that includes 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 a Public Outreach Campaign with you. Before the design process begins, we will work with the Project Team to prepare a detailed and specific outline of the elements of the information and outreach campaign, which may become more project specific than what we have proposed in this scope of services.

To help facilitate community involvement in the design process, we propose working within a two committee structure to guide the design efforts:

1. The **Capital Improvements Committee** of the Ann Arbor DDA Board will provide high level input into the streetscape design process, insuring that the design achieves the mission of the DDA and goals set by previous efforts. More specifically, the group will help determine budget priorities and help shape the outreach process, as well as review and give guidance to design documents prior to public meetings. In addition, the group will work along with the Street Design Team to inform a program for street development and design character.

2. The **Street Design Team**, including DDA and City management, planning, and engineering staff. This group will provide review and input into the plans, specifications, design character, and programmatic elements as they develop to insure they are compatible with the Street Design Manual and best practices. In addition this group will help to ensure that all review processes are anticipated and efficient and think through construction staging and traffic detours, as it relates to other projects.
3. A set of independent **Focus Groups** made of people within a particular organization or from multiple organizations that share a common expertise or concern. For each round of Focus Group meetings, we assume up to three meetings.

   We will also integrate ideas from individual property owners, stakeholders, and the general public in a meaningful way through presentations, open houses, and design workshops. We use a variety of potential engagement techniques to allow for all participants and groups to be comfortable in providing input.

   Given that the Huron Street I-94BL right-of-way is owned and managed by the Michigan Department of Transportation (MDOT) we will include the region planner in relevant Street Design Team Meetings and meet with additional staff, as needed.

   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.

   We will assist the project team in using the City of Ann Arbor’s Community Engagement Toolkit and A2 Open City Hall site to identify stakeholders and announce events and project milestones achieved, present design documents throughout the process, solicit input on the work, provide meeting summaries to communicate the project direction, and suggest other forms of input such as contact information for key Team members (if appropriate).

**Task 1.4: Programming Exploration and Kick-Off Workshops**

The SmithGroupJJR Team will host a series of meetings and workshops, focusing on site and program exploration, as follows:

1. **Capital Improvements Committee** Workshop
   - Conduct a kick-off meeting with the **Capital Improvements Committee** to review project requirements, schedule, and scope of work, and confirm a set of project goals and objectives.
   - Lead a tour of the project area with the **Capital Improvements Committee** members to re-familiarize everyone with existing conditions that will influence the planning and design efforts. We have found that looking at a familiar place with a larger group can spark productive discussions and fresh observations of the physical environment that often surprise participants.
   - Reconvene after the site visit to review findings with the **Capital Improvements Committee**, and to conduct an interactive discussion about how the Street Design Manual can be used, and what programming elements and uses are important for the Huron Street I-94BL area.

2. **Street Design Team** Workshop
   - Conduct an abbreviated version of the workshop described above with the **Street Design Team**. If possible this meeting should occur the day after the **Capital Improvements Committee** workshop.
• Review potential traffic modification scenarios and broad parameters which can be studied in the next phase of work.
• At the close of the second workshop we will meet with the Project Team to review the results of the work to date, have an interactive discussion on program priorities, and discuss next steps.

3. **Focus Group Meetings**

Conduct a series of meetings with a range of focus groups, including local merchants and property owners, the University of Michigan, neighborhood organizations, Historic District Commission, and City staff. These meetings will be informal and brief, allowing attendees to get an update on the progress of the project and offer timely input.

4. **Pop-Up Workshop**

A Pop-Up Workshop will be held in the project area over the lunch hour and early afternoon. As part of 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. A logical set of locations to conduct the Pop-Up Workshop include the intersections of Huron and Main Streets and Huron and State Streets which are areas of high pedestrian activity and within the project site.

We have not included any costs associated with the set-up and use of a local project work and meeting space. We will look to the DDA to provide this space, or arrange a space for the Team's use. We have also not included any costs associated with the use, supply (including food and refreshments), arrangement, or furnishing of space for Team meetings, workshops, or work space.

**Phase One Meeting Summary:**
- One Capital Improvements Committee Workshop
- One Street Design Team Workshop
- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)

**PHASE TWO**

**SCHEMATIC DESIGN**

To confirm the scope and design direction of the project, the SmithGroupJJR Team will prepare Schematic Design Plans for the project area. Our efforts will include the following:

**Task 2.1 – Traffic Evaluation**

The SmithGroupJJR Team will develop Synchro traffic models for evaluating traffic operations relative to the potential for adding boulevard medians in the current left turn lane in places along Huron Street I-94BL where such medians would not interrupt left hand turning movements. This effort will consider alternative placement and length of the medians as these variables will
impact queuing length and traffic operations. The model will utilize the traffic and street data
gathered in Phase One and will evaluate traffic operations for the am, midday and pm peak
hours of a typical weekday, assuming a 5 year build out and 20 year future traffic horizon. The
analysis will include a review of vehicle delay levels-of-service for intersections and specific
movements, and network queuing and general operations. Crash data for a 3-year study
period will also be reviewed along the corridor.

Once the models are developed, then a letter report summarizing findings and
recommendations will be created and shared with the project team. SimTraffic will also be used
to visually display the traffic operations on an aerial image for use in review meetings.

The models and report will be fine-tuned given input from the project team. With a preferred
alternative approach selected, the report will be finalized and distributed to the project team.

The SGJJR Team will coordinate the traffic study with the local office of MDOT to ensure that
the resulting study will meet their requirements for assessing the proposed improvements.

**Task 2.2 – Design Alternative Concepts**

**Alternative Schemes:** The SmithGroupJJR Team will prepare three *Alternative Concepts*
showing potential improvements, programmatic uses, and approaches to development for the
project area based on the results of Phase One and input from the Capital Improvements
Committee, Street Design Team, and The DDA. These plans will be graphically “loose” in
nature and will explore distinctly different approaches to the design and programming of each of
the project areas. Design elements to be addressed in the Alternative Concepts include:

- Streetscape program - including events, special programming opportunities, use
  areas, and festival street opportunities;
- Expanded universal accessibility;
- Grading approach;
- Stormwater approach;
- Landscape approach;
- Special paving areas;
- Walls and planters;
- On-street parking (temporary, and perhaps, permanent)
- Lighting approaches and layouts
- Street furniture approach and types; and
- Opportunities for special amenities such as art, community markers, etc.
- Pedestrian crossing and intersection treatments
- Landscaped medians

**Perspective Model:** The three alternatives will be illustrated with plan view sketches, as well
as digitally modeled in 3-D so the design intent is easily understood and evaluated.

**Cost Estimate:** An order of magnitude estimate of construction costs will be prepared for each
of the alternatives to assist in the evaluation of their value and attributes.

**Task 2.3: Design Workshops**
We propose conducting three Design Workshops, the first two with the Street Design Team and the Capital Improvements Committee to vet out the alternatives, and to develop refinements to the plans and/or develop new alternatives. We will edit and refine the alternatives based on the results of the two workshops, and then conduct a (third) public workshop to gather input from the larger community. All of the workshops will be structured as interactive meetings that allow the project team, Street Design Team, and the Capital Improvements Committee to openly comment on the ideas presented, help in the development of new ideas for the plan, and offer input as to preferences. The goal of the workshop will be to gain an understanding of the range of design and planning ideas possible, their relative merits, and help reach consensus for further refinements to the project. Tools we use to solicit input from the stakeholders participating in the workshop may include:

- Small group/hands-on interaction;
- Charrette style idea generation with design professional and stakeholder collaboration;
- Preference exercise(s) to help define the design character, program elements, and/or alternative design ideas desired; and
- Electronic versions of the work in progress for posting and transmittal to those unable to attend workshops.

We anticipate that the results of the workshops will be a series of design sketches illustrating the design ideas, a written summary of the conclusions of each group, and a listing of outstanding design issues that require additional study.

Meetings will be conducted with the Focus Groups to solicit input into the design alternatives, and to identify key issues for each alternative related to the each group’s knowledge and focus.

Task 2.4: Draft Schematic Design Plan

Based on the results of the previous workshops and follow up discussions with the project team the SmithGroupJJR Team will prepare a Schematic Design Plan that illustrates preferred design direction. Alternative design approaches may still be under consideration for key parts of Huron Street I-94BL, and these alternatives will be clearly illustrated. The graphic plans will be supplemented with example photographs, cross sections, and sketches to communicate the design and engineering intent. The 3-D perspective model will be updated 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.

Task 2.5 Schematic Design Workshops

The Schematic Design Plans will be presented in three workshop sessions, the first to the Capital Improvements Committee, the second to the Street Design Team, and then to the general public and focus groups. The meetings will be structured in an interactive, workshop style to review and solicit feedback on the site plan and anticipated costs. The workshop will include a brief presentation of the Draft Schematic Design Plans and the alternatives being considered within the overall plans, followed by an interactive set of exercises to engage the participants (as outlined above for the previous design workshop). The SmithGroupJJR Team will prepare plans, perspective views, and diagrams to help clearly communicate the design intent and the alternative choices available.

The key objectives for the workshop will be to:
• Confirm that the design reflects the input provided in the previous design workshops;
• Assess priorities for implementation – What matters the most to the stakeholders and community?
• Help define the character and materials for the design through consideration of alternatives; and
• Provide information as to the anticipated next steps for the project.

Following the workshop the Draft Schematic Design Plans and related documents will be refined and finalized, and provided to the DDA in two hard copies and an electronic file format.

Task 2.6: Implementation Strategy

The SmithGroupJJR Team will work with the Capital Improvements Committee and Street Design Team to develop an Implementation Strategy based on the accepted Preferred Plan. The Implementation Strategy will describe the proposed plan and will serve as a summary report for the project. As part of this task the SmithGroupJJR Team will prepare an assessment of the following important components of the project:

• Critical site infrastructure improvements;
• The appropriate sequencing or phasing of improvements;
• The probable construction costs;
• Potential funding source summary;
• A written description of the project program, including how it meets the objectives of the City CIP, DDA Mission, Street Design Manual, and responds to design input.
• Recommended sustainable low impact design measures; and
• An assessment of how plan relates to the Street Design Manual, and an outline of any potential amendments desired.

We will distribute key part of the Implementation Strategy to private utilities in the project area, and coordinate a meeting with private utilities to communicate design intent and project logistics.

Preparation of the Implementation Strategy will be coordinate with MDOT to obtain their input regarding the proposed improvements, potential funding sources, and the construction logistics and scheduling.

Task 2.7 Funding Applications

The SmithGroupJJR Team has extensive experience securing grant funding for streetscape, alternative transportation, and community development projects and we will assist the project team with assessing grant and funding opportunities, communication with potential funding sources about the project, and preparing grant and funding applications. We will work with the project team to determine grant opportunities to fund construction of specific elements of the project, and we believe that the project is a good fit for potential funding programs. Until the grant sources are known it is difficult to predict the level of professional time it will take to prepare the grant applications; based on our experience we have budgeted approximately $10,000 in professional time and expenses for this effort, which we believe will be adequate for the pursuit of up to two grants.
Phase Two Meeting Summary:
- Two Capital Improvements Committee Workshops
- Two Street Design Team Workshops
- Two Public Workshops
- Up to four Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)
- One meeting with private utilities

PHASE THREE

DESIGN DEVELOPMENT

Task 3.1: Design Development Documents

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
- Street Cross Sections and Details
- 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

Task 3.2 Implementation Strategy Update

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 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.

Task 3.3 Agency Coordination and Permitting
At the conclusion of the Design Development phase of work we propose to prepare applications and submit plans to MDOT and the City of Ann Arbor for technical review and permitting as appropriate. We anticipate up to four meetings during this task to coordinate with these entities. Permits that are typically sought when a project is commencing construction are assumed to be the responsibility of the Construction Contractor.

Task 3.4: Meetings and Reviews

Meetings and Reviews: Documents will be submitted to the project team at 50% complete and 90% 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 a 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.

Public Open House: The SmithGroupJJR Team will conduct a set of three Public Open Houses during the Design Development Phase to encourage communication with the public on the status of the design and anticipated construction phasing, while allowing community members to ask questions and offer comments. We have found that the open house format allows people to gather information, become comfortable with the proposed changes, and become advocates for the project. Presentation graphics will be prepared to communicate to the public, and a handout provided for participants to use as a reference.

Permits that are typically sought when a project is commencing construction are assumed to be the responsibility of the Construction Contractor.

Phase Three Meeting Summary:
- Up to Two Capital Improvements Committee Meetings
- Up to Two Street Design Team Meetings
- One Public Open House
- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Up to four meetings with MDOT and/or City staff to review submitted plans
- Meet with CIC as needed (up to six times over project)

PHASE FOUR

CONSTRUCTION DOCUMENTATION

Task 4.1: Construction Documents
Perform civil engineering, landscape architectural, and electrical 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
- Street Cross sections and Details
- Storm water Plans and Profiles
- Storm water Details
- Grading Plans (Street and Sidewalk)
- Lighting and Electrical Plans
- Electrical Diagrams and Details
- Sidewalk Zone Layout Plans
- Sidewalk Zone Materials and Landscape Plans
- Sidewalk Zone Details
- Technical Specifications

We will prepare the construction documents, technical specifications, bidding documents, and engineer’s estimates and quantities to be included in the bid package. We assume that we will utilize DDA or City of Ann Arbor standard bidding and contract 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. We assume that the DDA will oversee the bid process with our input and assistance, as needed.

Task 4.2: Implementation Strategy Update

Implementation Strategy Update: 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.

Task 4.3: Meetings and Reviews

Meetings and Reviews: The SmithGroupJJR Team will provide the Construction Documents to the project team at 60%, 95%, and 100% complete levels for review, input, and distribution to the City staff, Capital Improvements Committee, Street Design Team, and others as you deem appropriate. We anticipate that the project team will update the Capital Improvements Committee and Street Design Team relative to the progress and discussion of the larger issues related to the design, the relation of the project to the other work in the downtown and city, and an update on the overall schedule and budget.

The SmithGroupJJR Team will also conduct a 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.

**Phase Four Meeting Summary:**
- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)

**PHASE FIVE**

**CONSTRUCTION BIDDING + NEGOTIATIONS**

**Task 5.1: Pre-Bid Services**

The SmithGroupJJR Team will provide assistance to the project team during bidding, including the following pre-bid services:

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

**Task 5.2: Post Bid Assistance**

The SmithGroupJJR Team will provide assistance to the DDA during bidding, including the following post-bid services:

1. 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.
2. Review of bidder's submittals including project schedule, schedule of values, Subcontractor lists, qualifications data, and references.
3. We will provide to the successful bidder a set of the documents in AutoCAD format for their use during construction.
4. Review of draft Contracts for consistency with the Construction Documents

**Phase Five Meeting Summary:**
- One Pre-bid Meeting
- One Bid Opening
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)
PHASE SIX

CONTRACT DOCUMENTATION + CONSTRUCTION ADMINISTRATION

SmithGroupJJR 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 SmithGroupJJR will provide the following services:

Task 6.1: Meetings and Site Reviews

1. Participate in one pre-construction meeting.
2. Participate in regular construction meetings during the active stages of construction, approximately every other week during active construction. We anticipate that the project will be built over a single construction season, for a total of 12 weeks of active construction.
3. 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, SmithGroupJJR 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 16 weeks of active construction. These site visits are in addition to the regular construction meetings noted above.

Task 6.2: Document Review and Management

1. 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.
2. Prepare and distribute bulletins, change orders, and supplemental instructions (e.g., responses to RFIs) 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.

Task 6.3: Project Close-Out:

1. 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.
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.

Phase Six Meeting Summary:
- Up to Eight Construction Meetings
- Up to Sixteen Site Visits
- One Substantial Completion Inspection/Meeting
- One Final Completion Inspection/Meeting
- Meet with CIC as needed (up to six times over project)
Exhibit A2 - Huron Street Work Schedule

<table>
<thead>
<tr>
<th>Huron</th>
<th>Ashley to Division</th>
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- RFQ & Consultant Selection
- Outreach & Design
- Plan Review (City)
- Construction Document Prep (for BID)
- Construction BID & Contractor Selection
- Construction (contingent on weather and other timing elements)
**Exhibit B: Ann Arbor ODA: Huron Street Improvements**

### Professional Time and Fees

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<th>Item Description</th>
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**Note:** Rows may not sum to total due to rounding.
### Professional Time and Fees

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<td>Parking Study</td>
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**Total:** $10,720.00

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**Traffic Study Costs:**

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<td>27.00</td>
<td>10,720.00</td>
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</table>

**Total:** $10,720.00

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**Explanation:**
The costs listed above are for professional services rendered in connection with traffic, parking, and BRT studies. The rates are based on the consulting firm's standard fees for their time and expertise.