SMITHGROUP

January 14, 2020

Transmitted – Via Email

Ms. Amber Miller
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue
Ann Arbor, MI 48104

RE: Ann Arbor Downtown Streetscape Design Manual & Framework Plan Update

Dear Amber:

On behalf of SmithGroup, Inc., ("SmithGroup") I am pleased to submit this proposal for Ann Arbor Downtown Streetscape Design Manual & Framework Plan Update.

UNDERSTANDING OF THE PROJECT

SmithGroup understands that the Ann Arbor Downtown Development Authority ("DDA") seeks to update the Ann Arbor Downtown Street Design Manual and associated Framework Plan to reflect changing conditions in the downtown environment and revisions to design guidance and best practice. The following Scope of Services describes the activities we anticipate as part of updating the Street Plan.

SCOPE OF SERVICES

TASK 1. DOWNTOWN STREET FRAMEWORK MAP AND GRAPICS UPDATE

The framework map identifies desired land use frontage characteristics as well as the functional emphasis of mobility modes (i.e. pedestrian/business, bicycle, transit, vehicle). This task will provide an update to the Framework Plan in consultation with DDA and City staff in consideration of:

(a) changing development and activity patterns in the downtown;
(b) transit route changes and transit projects;
(c) completed street projects;
(d) city-wide transportation plan update; and
(e) other capital projects, including tree line planning;
(f) alignment of bicycle facility selection with desired level of traffic stress;
(g) University of Michigan operations and development activities; and
(h) coordination with the DDA's curbside management planning process.

To provide a thorough and defensible update to this plan, **two working sessions (2-3 hours each)** will be held with key DDA and City staff alongside any other critical stakeholders (e.g. AAATA). The first work session will focus on a review of new information alongside the prior Framework Plan and seek to collaboratively define the range of changes and desired outcomes for the framework. The second session will provide a proposed set of recommendations based on the first work session and allow for further refinement.

Deliverables for this task include:

- Updated framework map in the primary report. We will also provide separate context and functional maps and descriptive text to help users better understand the separate elements.

TASK 2. CORRIDOR ASSEMBLY GUIDE

This task will develop a new section within the plan document that clearly addresses corridor assembly. Corridor assembly relates to how the desired and/or target widths of different facilities (e.g. vehicle lanes, bicycle facilities, sidewalk and landscape spaces, parking lanes, curb widths) are combined and balanced in order to fit within existing public street rights-of-way (typically 66-feet). This can also include discussion of preferred building setbacks on private property relative to overall pedestrian zone width. This section will clearly note how corridor measurements are to be taken and preferred design vehicles for street types. This section will provide example cross-sections for different combinations of street land use/frontage contexts and functional emphases.

A draft report section will be developed in consultation with DDA and City staff. This draft will be provided to the Street Design Team to be discussed in one (1) focused meeting for any needed revisions or modifications.

Deliverables for this task include:

- New report section on corridor assembly and facility selection.

TASK 3. DESIGN ELEMENT UPDATES

Recently completed street projects in the downtown have been an opportunity to put the Design Manual into practice and understand how individual design elements can be revised for improved usability and functionality once built. Additionally, design elements will be reviewed and revised in alignment with the city's Vision Zero and Carbon Neutrality initiatives.

Changes are anticipated in the following areas:

- **Bicycle Design Elements** – Design guidance for bicycle facilities is rapidly evolving and expanding nationally, and much of this guidance is anticipated to be unified under a pending update to AASHTO's Guide for the Development of Bicycle Facilities (5th edition forthcoming). Design guidance for operational elements (i.e. different types of bike lanes and intersection treatments) will be updated to refer fully to adopted and approved design guidance documents. Any notes or details on applicability specific to Ann Arbor (e.g. considerations with respect to maintenance, corridor assembly, local design standards) can be included if necessary.
- **Pedestrian Elements** – Expand discussion of preferred minimum sidewalk widths and total pedestrian zone space (from building face to curb edge). Revise other elements as needed, such as curb ramps and bump-outs, mid-block crossing treatments, special paving materials, tactile indicators, lighting standards, etc.
- **Commercial Elements** – Review policies and design parameters relative to loading zones, parking spaces, and other curb zone uses related to commercial activity.
- **Vehicle Elements** – Align design recommendations with corridor assembly section and other relevant city codes and standards. Revise guidance on curb cuts to align with city code.
- **Infrastructure and Landscape Elements** – Review and update guidance for tree planting in response to recent street projects and preferred design details. Updates will provide additional guidance on where certain planting treatments are preferred over other types to provide greater specificity and clarity on preferred plant materials to match site conditions. Guidance will also be reviewed and revised for preferred species in coordination with the city forester. This section may

also consider telecom/IT and other utility infrastructure needs or coordination requirement that might be addressed through street project.

To guide the updates to these elements, we propose one (1) focused half-day work-session with key DDA and City staff to review the existing guidelines and make note of potential areas of change. Based on this meeting, SmithGroup will provide an annotated markup or draft of potential changes to be subsequently reviewed by the DDA and City staff.

Deliverables for this task include:

- Revised design element sections.

TASK 4. INTERACTIVE WEB MAP + DOCUMENT (ADDITIONAL SCOPE ITEM)

SmithGroup, in coordination with the City of Ann Arbor's ArcGIS online system, will develop an interactive online ESRI StoryMap for the Design Manual. This story map can provide:

- Interactive map for viewing and exploring the framework map layers (functional emphasis, land use context) and other reference information (trail plans, floodplains, parking resources, bike facilities, etc.).
- Links for users to directly access design manual sections and individual design elements.
- Interactive maps identifying past, active, and future projects along with associate project information.

Deliverables for this task include:

- Developed and launched StoryMap web-platform that provides interactive mapping capabilities and links to Design Manual elements.

TASK 5. POLICY & PRACTICES RECOMMENDATIONS (ADDITIONAL SCOPE ITEM)

SmithGroup will work DDA staff to review past policy documents related to the current plan and discuss potential revisions or modifications to these policies that may be needed. Additionally, we will explore whether future policies are needed relative to other topics not previously explored, such as:

- Micro-mobility management and operational policies;
- Flexible curbside zones and management of on-demand transportation/delivery service;
- Smart Streets technologies and flexible street design technologies; and
- Autonomous vehicles.

Deliverables for this task include:

- Brief series of memos outlining potential policy needs to be addressed in a subsequent effort.

SCHEDULE

SmithGroup anticipates four (4) months to complete the work described above following receipt of authorization to proceed.

CONSULTANTS

SmithGroup does not anticipate using any consultant(s) for this project.

PROFESSIONAL SERVICES FEE

Ann Arbor Downtown Development Authority shall compensate SmithGroup for the Scope of Services outlined above a fixed fee lump sum of $**24,320 (twenty-four thousand three hundred twenty dollars)**, inclusive of reimbursable cash charges.

	Principal @ $175/hr	Design Staff @ $95/hr	
Base Proposal			
TASK 1 – Framework Plan Update	22 hours	38 hours	$ 7,460
TASK 2 – Corridor Assembly Guide	21 hours	41 hours	$ 7,570
TASK 3 – Design Element Updates	26 hours	42 hours	$ 8,540
Expense Allowance			$ 750
PROPOSED CONTRACT TOTAL			**$24,320**
Additional Scope Items			
TASK 4 – Interactive Web Map + Document	20 hours	34 hours	$ 6,730
TASK 5 – Policy & Practices Recommendations	16 hours	4 hours	$ 3,180
PROPOSED ADDITIONAL SERVICES			**$9,910**

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Ann Arbor Downtown Development Authority approval of an estimated fee for that effort or, if not agreed otherwise, Ann Arbor Downtown Development Authority shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

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

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

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Ann Arbor Downtown Development Authority covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract

Documents, in whole or in part; and 4) the Files are not As-Built files. Ann Arbor Downtown Development Authority agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. Ann Arbor Downtown Development Authority further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Ann Arbor Downtown Development Authority understands that the Files have been prepared to SmithGroup's criteria and may not conform to Ann Arbor Downtown Development Authority drafting or other documentation standards. Ann Arbor Downtown Development Authority understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Ann Arbor Downtown Development Authority that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Ann Arbor Downtown Development Authority will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Ann Arbor Downtown Development Authority understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Ann Arbor Downtown Development Authority will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Ann Arbor Downtown Development Authority agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Ann Arbor Downtown Development Authority.

Under no circumstances shall transfer of Files to Ann Arbor Downtown Development Authority be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

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

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

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as

applicable to this Project. Ann Arbor Downtown Development Authority acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations.
Thank you for contacting SmithGroup. We look forward to working with the DDA on this project.

Sincerely,

Oliver Kiley
PLA
Principal | Landscape Architect

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

Emily S. McKinnon

SmithGroup (*Signature*)

Emily S. McKinnon, Principal | Director of Operations
(*Printed name and title*)

January 14, 2020
Date

Ann Arbor Downtown Development Authority
(*Signature*)

Susan Pollay Exec Director
(*Printed name and title*)

21 Feb 2020
Date

Attachment 'A' – Standard Fee and Reimbursement Schedule

SMITHGROUP

Standard Fee and Reimbursement Schedule
Ann Arbor, Michigan
January 1, 2020

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 6	$280.00/hour
Principal/ Level 5	$235.00/hour
Principal/ Level 4	$210.00/hour
Principal/ Level 3	$200.00/hour
Principal/ Level 2	$190.00/hour
Principal/ Level 1	$175.00/hour
Professional Staff/Level 12	$210.00/hour
Professional Staff/ Level 11	$185.00/hour
Professional Staff/ Level 10	$165.00/hour
Professional Staff/ Level 9	$155.00/hour
Professional Staff/ Level 8	$145.00/hour
Professional Staff/ Level 7	$135.00/hour
Professional Staff/ Level 6	$125.00/hour
Professional Staff/ Level 5	$110.00/hour
Professional Staff/ Level 4	$100.00/hour
Professional Staff/ Level 3	$95.00/hour
Professional Staff/ Level 2	$90.00/hour
Professional Staff/ Level 1	$85.00/hour
Technical Staff/ Level 2	$95.00/hour
Technical Staff/ Level 1	$75.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	$.575/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

STANDARD PROFESSIONAL SERVICES AGREEMENT
AGREEMENT BETWEEN
SMITHGROUP
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 Smithgroup, Inc ("Consultant") a Michigan Corporation with its address at 201 Depot Street, Ann Arbor, MI 48104, agree as follows on this 12th day of March 2020.

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

I. DEFINITIONS

Administering Service Area/Unit means Ann Arbor DDA

Contract Administrator means Susan Pollay, acting personally or through any appropriate staff member.

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

Project means: People-Friendly Streets Round 2 – Downtown Streetscape Design and Engineering Services.

II. DURATION

This Agreement shall become effective on March 12, 2020 and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

A. The Consultant agrees to provide professional services ("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. Total compensation payable for all Services performed during the term of this Agreement shall not exceed $1,337,124, plus $133,712 contingency if authorized in writing.

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 City of Ann Arbor and 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 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 City of Ann Arbor and Ann Arbor 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.

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

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 _____

Tom Mroz, Senior Vice President

FOR THE ANN ARBOR DDA

By _____

Keith Orr, DDA Board Chair

By _____

Susan Pollay, Executive Director

EXHIBIT A
SCOPE OF SERVICES

STATE STREET & KEY STREETS PROJECT

SCOPE OF SERVICE OUTLINE

The following scope of service describes planning, analysis, design, and engineering tasks to be performed by the SmithGroup, Wade Trim, and Toole Design Group team. The project is organized in the following way:

- **Management Tasks** – including project coordination and engagement/outreach to run continuously over the duration of the project, support the Key Streets and State Street project in tandem.
- **Key Streets Project Tasks** – Includes an extensive downtown multi-modal network analysis, future street project exploration and prioritization, and preliminary design and supporting analysis work for selected key street projects.
- **State Street Project** – Includes streetscape, watermain / utility work, bicycle facilities, road resurfacing and supporting analysis and engineering tasks. Scope includes pre- and post-bid support and construction administration.

PART 1 - MANAGEMENT TASKS (Both Projects)

Project Coordination

Project coordination tasks, including approvals, to be shared across both the State Street and Key Streets project.

Bi-Weekly Project Team Meetings

- 26 meetings with the team leaders, DDA staff, and city staff.
- 2-hour meeting with time for prep.
- Time budgeted for additional staff to be involved as needed in a portion of the meetings
- Time and expense budgeted for at least one Toole Design member to have a monthly presence on the project, outside of additional time for workshops.

Street Design Team Meetings

- 5 street design team meetings at key milestones
- 2 -hour meetings with prep.

DDA CIC Meetings

- 5 DDA CIC meetings
- 2-hours with prep by the team

Approval Meetings

- Up to six (6) approval meetings, with DDA board, City Council, or other boards/commissions as needed (i.e. Transportation commission)

Engagement & Outreach

Engagement and outreach tasks, including communication support, to be shared across both the State Street and Key Streets project. Engagement activities will emphasize project goals, including discussion of equity, safety, carbon neutrality and how these projects can achieve those outcomes.

Design Workshop 1

- 3-day long workshop with a combination of open house sessions, formal presentations, and invited stakeholder work sessions.
- Build on community goals and values – explain why these are important and essential.
- First workshop aimed at listening and generating initial ideas, to be reported out at the end of the workshop series
- State Street: Focus on understanding site conditions, user needs, property owner / business owner interests in needs, existing challenges. Build a structured feedback activity. Begin drawing conceptual ideas/options.
- Key Streets: Focused on understanding broader needs and obstacles to mobility downtown. Where are the barriers, missed opportunities, challenges, etc. Help verify and confirm goals/values for the downtown.

Design Workshop 2

- 3-days, same format as above.
- Review goals and values for common direction.
- Focused on reviewing draft plans and ideas. Refinement of ideas with public input. Reporting out on decision making steps, analysis work conducted, etc.

Stakeholder Engagement (State St.)

- Anticipate 16 meetings with key stakeholders. This includes downtown interest groups (Business area association, neighborhood groups) as well as regulatory agency meetings (MDOT, EGLE, etc.).
- 2-hour meetings with prep. Participation for a modest cross-section of project staff depending on the meeting.

Pop-up Engagement / Activities

- Facilitate and/or support up to six (6) additional special events or activities as part of outreach and engagement plan. Includes special pop-up workshops on-site, survey development or deployment, attending public events with a booth presence (Green Fair, etc.)

Outreach & Communication

- Supporting overall communication activities related to these projects – including models/illustrations. Small allowance to provide support to the City / DDA staff with updated graphics and developing an ESRI Story Map as a project information portal.

PART 2 – KEY STREETS MOBILITY and INFRASTRUCTURE PLANNING

The Key Streets project is structured around three primary tasks:

1. Downtown Network Analysis that will provide comprehensive suite of tools for decision making
2. Key Streets exploration and prioritization based on project goals– to identify and select key streets to advance forward
3. Key Streets conceptual design – to develop a clearer scope and cost for implementation.

Downtown Network Analyses (DDA)

Level of Traffic Stress Analysis

- We will perform a Level of Traffic Stress (LTS) analysis to quantify the comfort of bicycling. The LTS analysis assigns a score to a given segment of street or bicycle infrastructure based on its characteristics, such as the level of separation from traffic, road speeds, traffic volumes, and safe crossings on major roadways. An LTS score can range from one to four, with an LTS of one being appropriate for most ages and abilities while a three or a four are more appropriate for a confident bicyclist. Connection scenarios will be developed to enough detail to understand the opportunities and constraints presented by each. We will identify key intersections, potential modal conflict points, and areas of interest and concern. Particular attention will be paid to connections that use existing bicycle and pedestrian friendly streets; however, connections will not be limited to these streets if other reasonable connections present themselves, including on-road, off-road, and adjacent-to-road locations.

Multi-modal TDM Analysis

- Toole Design will use the PeopleForBikes Bicycle Network Analysis (BNA) tool to evaluate up to 10 "scenarios", each comprised of a set of corridors to have bicycle facility improvements to create low stress (LTS < 3) conditions. The BNA tool measures low-stress connectivity of people to key destinations. Toole Design will work with the DDA to identify key destinations and to weight them appropriately for importance in overall network connectivity. Focusing on network connectivity helps to identify the relative importance of projects and can be flexible to weighting origin/destination pairs based on locally identified travel patterns such as the Washtenaw Area Transportation Study (WATS) models.

Framework & Plan Alignment (inc. equity, infrastructure, and carbon neutrality considerations)

- This planning task will be centered around synthesizing analyses, engagement work, existing and on-going city plans, and DDA/City staff coordination to determine where and how the framework should be modified and what priorities are needed to build a more equitable downtown environment.
- Our effort will utilize the equity data and measurements being developed for the Ann Arbor Transportation Master Plan and will provide an assessment of the impacts and benefits of the Key Streets mobility scenarios relative to community equity goals, considering access and prioritization of

users. Analysis described elsewhere in this proposal, including safety and traffic stress, will also be considered in light of equity goals.
- This task also considers sustainability and carbon-neutrality targets for the city and will examine how the State Street and Key Streets project can support these efforts.

Origin-Destination Analysis

- Origin-destination analysis will be used across the downtown corridor to understand broad movement patterns by mobility type. This will be aligned with WATS models and other predictive model tools.

Downtown Safety Analysis / Vision Zero

- Conduct a comprehensive assessment of downtown safety and a review of traffic data from the past 3-years (or TBD period). Understand key sources of severe injuries / fatalities and what countermeasures could be employed to those situations to provide a less injurious outcomes. Determining where and how countermeasures could be prioritized.

Transportation Feasibility Study - Key Findings Documentation

- Compile analysis results into a cohesive document for Downtown Ann Arbor. This document will provide guidance for prioritizing and evaluating projects based on an alignment with overarching goals and desired outcomes.

Key Streets Exploration & Prioritization (DDA)

Opportunity identification

- Building on framework plan and analysis, determine a range of candidate key street projects to be considered.
- Build an **evaluation framework** based on the goals and values to be used in assessing the potential opportunity and challenges of candidate streets.

Field investigations & utility review

- Conduct field visits/investigation of candidate projects to consider potential utility impacts, right of way constraints, adjacent property issues/opportunities, roadway condition, etc.

Design direction & project scopes

- Assess each candidate site and assemble a narrative and scoring matrix highlighting the pros and cons of each identified candidate route. Assemble in a presentation/report document. Narrative would include a scope of improvements and high-level cost assessment.

Prioritization Work Session

- Conduct a half-day work session to review candidate streets with the full project team and other critical decision-makers.
- Outcome of this work session is to confirm which street projects will be advanced further into design for the key streets project.

- Top priority projects will be advanced into implementation as part of the "Key Streets Conceptual Design" task (below). Future, long-term, and subsequent street project opportunities will be noted for future study.

Key Streets Conceptual Design (DDA)

Site Survey – Basic

- Conduct a "basic" site survey for key streets. Establish survey controls and gather curb geometry, building edges, and property lines. Critical information needed for moving into preliminary design.
- Will need to gather additional survey information as part of the detailed engineering phase (future scope of work)

Traffic and Safety Analysis for Key Streets

- Conduct a traffic analysis on up to two of the Key Streets, as described in Appendix A.
- For other Key Streets not selected for a full traffic analysis , the consultant team will use the results of the Downtown Network Analysis and related available traffic data sources to assess the general efficacy, issues, and impacts of the anticipated Key Streets improvements to the mobility characteristics of each street.
- If needed, refine the safety analysis for selected key streets. Provide information on safety measures and their expected effectiveness for improving safety outcomes.

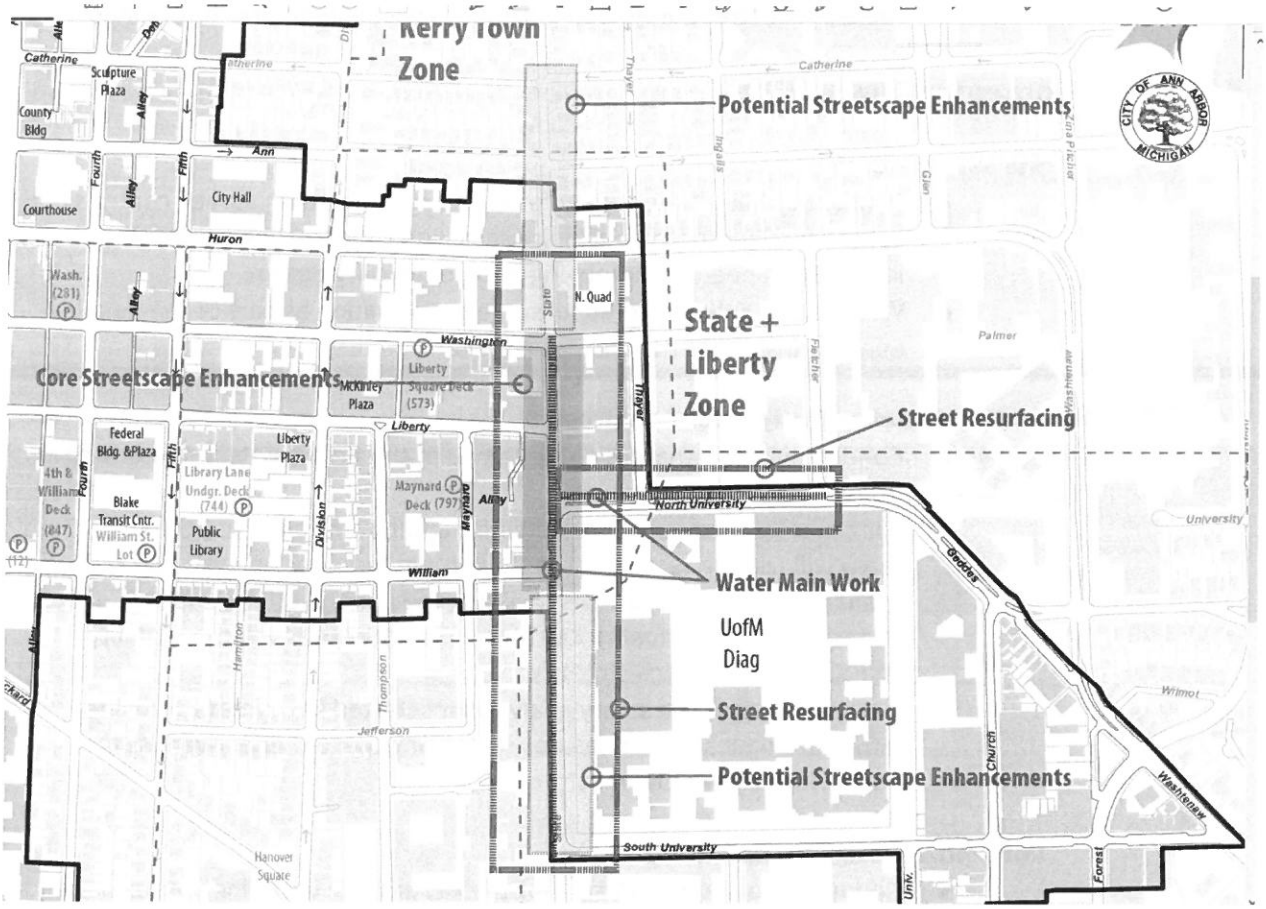
Conceptual Design for Key Streets

- Conduct a conceptual design for the key streets, including approximately layout and typical cross-sections for the overall corridor in schematic or graphic form.

Costing & Implementation Plan

- Develop a conceptual cost estimate that further refines the estimate prepared in the project scope and is more specific to the key street.
- Provide a narrative describing the implementation time frame, coordination with other projects (CIP, etc.) and potential cost shared between the City, DDA, or other partners.

PART 3 – STATE STREET PROJECT TASKS



The State Street project contains the following range of elements:

1. Core streetscape enhancements (State street from Washington to William)
2. Watermain upsizing/consolidation
    a. State Street from Washington to South University
    b. North University from State to Fletcher.
3. Street resurfacing
    a. State Street from Huron to South University
    b. North University from State to Fletcher
4. Potential streetscape enhancements (including bicycle infrastructure)
    a. State Street from Ann/Catherine to South University

Mobility & Traffic Analysis

Traffic Analysis + Modeling

- Conduct traffic analysis for State Street, including collection of existing pedestrian, bicycle, and vehicle volumes.
- Analysis will be used to support recommendations for any possible roadway reconfigurations or intersection control changes.
- ***SEE APPENDIX B FOR ADDITIONAL DETAILS***

Safety Analysis & Vision Zero

- Conduct a more detailed safety analysis (can build on the broader safety analysis from Key Streets planning). Provide information on safety measures and their expected effectiveness for improving safety outcomes

Site Survey

Site Survey

- Conduct a full site survey on State Street from Huron to South University, and on North University from State Street to Fletcher.
- Includes all utility data with inverts.

Preliminary Design

Design exploration and options

- Develop preliminary ideas and concepts in an illustrative form.
- Meetings to discuss/review/select a preferred alternative design in consideration of project goals, stakeholder/public engagement and analysis findings.

Schematic Design

- Schematic design to approximately 15% level.

Cost Analysis

- Cost analysis based on the schematic design.

Construction Documents

Site Prep / Management

- Cover sheets, notes
- Demolitions / removals sheets
- Erosion control
- Survey sheets

Traffic Controls

- Maintenance of Traffic plans
- Temporary controls

Watermain Engineering

- Watermain plans and profiles
- Watermain details
- **STATE (Huron to South University)**

About 2000' of water main upsize and consolidation of UM watermain. There may be sanitary sewer issues which are assumed to be either point repairs that will be included in the plan set or sewer lining which would be performed under a separate contract. Assume NO stormwater management and sewer design. Assumed redesign of three traffic signals.

- **NORTH UNIVERSITY (State to Fletcher)**

About 1000' wm upsize and consolidation of UM watermain. Assume NO some stormwater management and sewer design will be included.

- ***SEE APPENDIX A FOR ADDITIONAL DETAILS***

Stormwater Engineering

- Stormwater plans and profiles
- Stormwater details
- Stormwater volume calculations and green streets alignment

Roadway Engineering

- Alignment
- Roadway layout and curbing
- Typical cross-sections
- Grading and profiles
- Includes striping + signage

Bike Facility Engineering

- Specific design elements related to bikeways

Streetscape & Lighting

- Streetscape layouts and enlargements
- Streetscape details
- Lighting and electrical plans
- IT conduit
- Landscape plans

Signal Design/Engineering

- Signal design, plans, and details

Construction Administration Tasks

Specs and Bidding Support

- Specifications
- Assemble bid documents
- Engineer's cost estimate
- Bid addendum and clarifications
- Bid review
- IFC construction document set with any modifications

APPENDIX A – KEY STREETS - Operational Analysis and Traffic Modeling Scope Details

A capacity analysis will be conducted to examine existing and future capacity of the roadway and guidance on roadway alternatives for up to two of the Key Street corridors. The scope will involve coordination on Key Streets to identify and prioritize select key streets to advance forward. The results of the traffic study will recommend preferred alternatives to be implemented in the Key Streets conceptual designs.

The focus of the traffic study may include geometric and operational changes such as addition of turn lanes, signal phasing improvements, and pedestrian/bicycle infrastructure improvements. The Key Streets will be incorporated into the State Street/Huron St corridor models developed by Wade Trim to add to the growing Synchro network. Tasks included in the scope of this project include the following:

- Collaboration with the project team in evaluation and exploration of Key Streets, from a traffic and mobility network and infrastructure standpoint
- Crash and safety analysis including nonmotorized review on Key Streets
- Collect traffic volume data
- Request signal timing permits from the City
- Create Existing condition Synchro models for AM, PM and Off-Peak periods, volume balance, calibrate and validate models, and simulate results using SimTraffic
- Develop warrant analyses for each intersection to determine appropriate traffic control
- Create Proposed Synchro models based on the preferred alternative for AM, PM and Off-Peak periods (one scenario) for design year only
- Prepare technical memo summarizing the safety, operational and capacity analysis results

Traffic Counts

All traffic counts will be collected by Quality Counts upon selection of Key Streets to be evaluated.

- Turning Movement Counts (TMC) will be collected on a typical weekday, non-holiday – 7-9AM, 11AM-1PM, 2-6PM, and will include pedestrians, bicyclists, scooters, vehicles and heavy vehicles at all intersections within the DDA limits.
- Nonmotorized Crossing Counts will be collected on a typical weekday, non-holiday – 7-9AM, 11AM-1PM, 2-6PM, including pedestrians, bicyclists and scooters.
- Automatic Traffic Recorders (ATR) counts for a 7-day period – volumes and vehicle class, and speed data at one location on each Key Street.

Perform Safety Analysis

Wade Trim will complete the crash and safety analysis for the selected Key Streets. 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. Wade Trim will conduct conflict observations at areas of high crash rates, summarize existing conditions and provide a report of countermeasures and recommendations.

APPENDIX B - KEY STREETS – Utility Design Scope Details

<u>10% Project Planning Phase</u>

Develop Design Criteria

- Review/confirm condition of all water main on Key Streets with Troy Baughman from City of Ann Arbor per City Water Master Plan
- Identify need for replacement and/or upsize
- Determine need for wm consolidation

Request and receive record drawings of existing water main and utilities along Corridor

Review City standards for WM design

Review/Identify Storm Sewer/Drainage outlets along corridor

Review sanitary sewer condition with City and determine point repair, if required

Prepare concept alignment for watermain and sanitary sewer improvements

Prepare construction cost estimate

APPENDIX C – STATE & NORTH UNIVERSITY - Operational Analysis, and Traffic Modeling Scope Details

STATE & NORTH UNIVERSITY - OPERATIONAL ANALYSIS, AND TRAFFIC MODELING SCOPE

A capacity analysis will be conducted to examine existing and future capacity of the roadway and guidance on roadway alternatives for the State Street corridor. The focus will include geometric and operational changes such as addition of turn lanes, signal phasing improvements, and pedestrian/bicycle infrastructure improvements. Previously, Huron corridor models were submitted to MDOT by Wade Trim and these models will be expanded to include the State Street corridor. Tasks included in the scope of this project include the following:

- Request signal timing permits from the City
- Collect traffic volume data
- Field review and identify deficiencies in existing signal equipment
- Create Existing condition Synchro models for AM, PM and Off-Peak periods, volume balance, calibrate and validate models, and simulate results using SimTraffic
- Develop warrant analyses for each intersection to determine appropriate traffic control
- Create Proposed Synchro models based on the preferred alternative for AM, PM and Off-Peak periods (two scenarios), for design year
- Summarize MOEs and perform cost/benefit analysis (impacts on commuter traffic)
- Prepare technical memo summarizing the operational analysis and capacity analysis results

Traffic Counts

All traffic counts will be collected by Quality Counts. Turning Movement Counts will be collected on a typical weekday, non-holiday – 7-9AM, 11AM-1PM, 2-6PM, and will include pedestrians, bicyclists, scooters, vehicles and heavy vehicles at the following locations:

1. State St & Washington St
2. State St & Liberty St
3. State St & N. University
4. State St & William St
5. State St & S. University

6. State St & Madison St

Nonmotorized Crossing Counts will be collected on a typical weekday, non-holiday – 7-9AM, 11AM-1PM, 2-6PM, including pedestrians, bicyclists and scooters at the following locations:

1. North of S University
2. South of William at Trotter (currently no crosswalk exists at this location but there is a desire to place one here).

Automatic Traffic Recorders counts for a 7-day period – volumes and vehicle class (speed data is needed) at the following locations:

1. State St south of Washington
2. State St south of N. University
3. State St north of S. University

Perform Safety Analysis

Wade Trim will complete the crash and safety analysis for the entire study area. 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. Wade Trim will conduct conflict observations at areas of high crash rates, summarize existing conditions and provide a report of countermeasures and recommendations.

Develop the Construction Zone Traffic Control Concepts

Wade Trim will work with the City to determine the best solution for maintaining traffic during construction and provide a conceptual plan.

Develop Construction Traffic Control Plan

A maintaining traffic plan will be developed that will be an acceptable plan for all users of the roadway including vehicles and pedestrians. We do not expect the need for traffic signal staging. We anticipate holding maintaining traffic meetings during the development of our plans to go over the details of our plans with the City.

Develop Traffic Signal Plans

It is anticipated that signal modifications will be recommended as a result of the traffic study. The traffic signal design scope for this project may include upgrades at three traffic signals within the project limits as follows:

1. State Street at Liberty St (potential signal improvements)
2. State Street at William St (potential signal improvements)
3. State Street at N University St (potential signal improvements)

Wade Trim has assumed these **three (3**) traffic signals may be impacted by the capacity, safety, and/or water main improvements on the project. No signal upgrades are anticipated at any other signalized intersections within the project limits.

The signal design entails the preparation of traffic signal modification plans at the three intersections listed above to accommodate any project improvements along State Street. The modifications may entail signal phasing modifications, shifting signal heads locations, and adjusting/adding pedestrian signal or pedestrian pushbutton improvements, but will not include any new poles or controllers and does not included development of timing permits. The signal design scope includes modifications only and does not include full traffic signal modernization. If full signal modernization becomes necessary

due the intersection improvements or is desired by the City or DDA, we will prepare a separate scope and fee for the additional work effort.

Since the work scope assumes that all existing poles will be reused, our Scope of Services does not include any geotechnical services for strain pole foundations. Our work scope also assumes that Smith Group will perform all ADA sidewalk ramp design at the signalized intersections.

The traffic signal modernization plans will be developed from the topographic survey and the road design plans for the project. The traffic signal plans at each intersection will include a removal plan, removal cabling diagram, traffic signal installation plan, installation cabling diagram, materials list, power company coordination notes, and wattage calculations. Pushbutton installation details and measurements will be noted on the ADA sidewalk ramp detail grades. A legend sheet, notes sheet, and traffic signal detail sheets will also be provided, as well as special provisions for construction and an Engineer's Estimate.

The current signal design scope does not include the design of any RRFBs or HAWK signals at the midblock pedestrian crossings. If either of these improvements are recommended through the course of the capacity of safety analysis, we will provide a scope and fee for the design work at that time.

Signing and Pavement Marking Plans

Wade Trim will review and provide comments on the signing and pavement marking plans to be developed by SmithGroup.

APPENDIX D – STATE & NORTH UNIVERSITY – Utility Design Scope Details

For the water main project, the following is assumed:

1. Storm water and sanitary sewer design and construction will be limited to facilities that will be impacted by the construction of the water mains, and to spot repairs that may be identified by the City as necessary.
2. The consultants will coordinate with the University of Michigan as a community stakeholder. The work provided in this contract includes the design of new water services from the main to the edge of the right of way to service University facilities, where identified by the University as necessary. Work related to water service extensions beyond the limits of the street right of way will be considered an additional service.

<u>10% Project Planning Phase</u>

Develop Design Criteria (assumptions)

- Review/confirm sizing (upsizing) of all new water main on State Street and North University with Troy Baughman from City of Ann Arbor per City Water Master Plan
- Upsize State Street to 12-inch; 12-inch on North University
- Consolidate UM main into new upsized 12-inch main on both State Street and North University.

Request and receive record drawings of existing water main and utilities along Corridor
Review/Identify Storm Sewer/Drainage outlets along corridor
Review City standards for WM design
Review sanitary sewer condition with City and determine point repair, if required

<u>30% Geometric Review Phase</u>

Develop preliminary water main alignment

- Draft horizontal and vertical alignments

- Preliminary hydrant and valve locations
- Identify potential utility conflicts
- Confirm utility conflicts and contact franchise utility companies (i.e. send relocation letters, if necessary

Identify Necessary Permits (i.e. Act 399 Water System Permit, SESC Permit, etc.)
Prepare draft cost estimate
Public Engagement as necessary

60% General Plan Review Phase

Refine water main alignment

- Solidify water main vertical and horizontal alignments based on feedback from 30% phase
- Draft technical specifications

Hold Utility Coordination meeting
Prepare draft list of pay items and quantities
Update cost estimate
Prepare Draft Permit Applications

- Identify any supporting documents for permit applications

Public Engagement as necessary

90% Preliminary Contract Review Phase

Finalize utility relocation schedules and plans with franchise utilities
Finalize Water Main plan and profiles
Update list of pay items and quantities
Finalize technical specifications
Submit Permit Applications to appropriate agencies
Update construction cost estimate

EXHIBIT B
COMPENSATION

Consultant shall be paid for those Services performed pursuant to the Agreement inclusive of all reimbursable expenses (if applicable), in accordance with Smithgroup's Agreement with the Ann Arbor DDA and the terms and conditions herein. Attached as Exhibit B are the cost summary and funding responsibilities for the projects. The total not-to-exceed amount shown in Section IV.A. of this contract includes these anticipated amounts and contingencies to cover unforeseen expenses. All contingency fees must first be authorized in writing, prior to proceeding with work.

Contract Component	DDA Share	DDA Cost	City Share	City Cost
State				
Coordination & Engagement				
Project Coordination	50%	$22,045	50%	$22,045
Engagement & Outreach	75%	$43,795	25%	$14,598
Design				
Mobility & Traffic Analysis	80%	$55,377	20%	$13,844
Site Survey	30%	$17,518	70%	$40,875
Preliminary Design	50%	$39,406	50%	$39,406
Engineering				
Site Prep / Management	30%	$3,411	70%	$7,959
Traffic Controls	30%	$12,335	70%	$28,781
Watermain Engineering		$0	100%	$75,275
Stormwater Engineering	0%	$0	100%	$23,951
Roadway Engineering	0%	$0	100%	$55,482
Bike Facility Engineering	100%	$40,025	0%	$0
Streetscape & Lighting	100%	$51,504	0%	$0
Signal Design/Engineering	50%	$17,946	50%	$17,946
Construction Prep				
Specs and Bidding Support	50%	$20,522	50%	$20,522
State Totals		**$323,883**		**$360,684**
PFS 2				
Project Coordination	100%	$81,881		
Engagement & Outreach	100%	$108,444		
Downtown Network Analyse	100%	$157,476		
Key Streets Exploration & Pri	100%	$78,792		
Key Streets Conceptual Desig	100%	$225,963		
PFS 2 Total		**$652,557**		**$0**
Totals		**$976,440**		**$360,684**
Contingency		97,644		36,068

Total Contract Amount	$1,337,124
Total Contract Amount + Contingency	$1,470,837

KEY STREETS PROJECTS

	SmithGroup		Wade Trim		Toole Design Group		TOTAL Labor	TOTAL Expenses
	HRS	FEE	HRS	FEE	HRS	FEE	FEE	FEE
MANAGEMENT TASKS (Both Projects)								
Project Coordination	**256**	$28,769	**180**	$18,264	**240**	$27,828	$74,861	$7,020
Engagement & Outreach	**382**	$41,210	**104**	$10,916	**372**	$45,984	$98,109	$10,335
KEY STREETS PROJECT TASKS								
Downtown Network Analyses	**192**	$30,860	**68**	$11,530	**456**	$72,586	$114,976	$42,500
Key Streets Exploration & Prioritization	**228**	$37,120	**94**	$14,428	**148**	$26,244	$77,792	$1,000
Key Streets Conceptual Design	**597**	$85,160	**642**	$85,463	**210**	$39,340	$209,963	$16,000
TOTAL HOURS + FEE	**1655**	**$223,119**	**1088**	**$140,601**	**1426**	**$211,981**	**$575,702**	
TOTAL EXPENSES		**$7,000**		**$26,900**		**$64,300**		**$76,855**
		$230,119		**$167,501**		**$276,281**	**$652,557**	
		38.8%		24.4%		36.8%		

Total Planning/Design/Engineering

$652,557

DDA TOTAL

STATE STREET PROJECT

		TOTAL Labor FEE	TOTAL Expenses FEE
MANAGEMENT TASKS (Both Projects)			
	Project Coordination	$40,310	$3,780
	Engagement & Outreach	$52,828	$5,565
STATE STREET PROJECT TASKS			
Design (State Street)			
	Mobility & Traffic Analysis	$61,222	$8,000
	Site Survey	$57,393	$1,000
	Preliminary Design	$77,812	$1,000
Engineering (State Street)			
	Site Prep / Management	$10,370	$1,000
	Traffic Controls	$41,115	
	Watermain Engineering	$75,275	
	Stormwater Engineering	$23,951	
	Roadway Engineering	$55,482	
	Bike Facility Engineering	$40,025	
	Streetscape & Lighting	$51,504	
	Signal Design/Engineering	$35,893	
Implementation (State Street)			
	Specs and Bidding Support	$40,044	$1,000

TOTAL HOURS + FEE	**$663,223**
TOTAL EXPENSES	**$21,345**

$684,568

Total Planning/Design/Engineering