AGREEMENT BETWEEN
WALKER CONSULTANTS
AND THE ANN ARBOR DDA
FOR PROFESSIONAL SERVICES

The Ann Arbor Downtown Development Authority, a Michigan municipal corporation, having its offices at 150 S. Fifth Ave., Suite 300, Ann Arbor, Michigan 48104 ("DDA"), and Walker Consultants ("Firm") a Michigan corporation with its address at 525 Avis Drive, Suite 1, Ann Arbor MI 48108 agree as follows on this Third Day of March 2022.

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

I. DEFINITIONS

Contract Administrator means Jada Hahlbrock, 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 Firm under this Agreement.


II. DURATION

This Agreement shall become effective on March 3, 2022, and shall conclude by June 30, 2023.

III. SERVICES

A. The Firm agrees to provide parking consulting services ("Services") in connection with the Project as described in Exhibit A (DDA RFP document). 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 Firm 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 Firm 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 FIRM
A. The Firm shall be paid the amount 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 Firm, and approved by the Contract Administrator.

B. The Firm will be compensated for Services performed in addition to the Services described in Exhibit A, 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 Firm shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Firm. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

A. The Firm 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 Firm or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Professional Liability Insurance protecting the Firm 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 Firm 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 Firm supplies a copy of the endorsements required on the policies. Upon request, the Firm 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 Firm 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 Firm 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 Firm 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 Firm or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Non-discrimination. The Firm agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

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

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

C. The Firm 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 Firm warrants that it is not, and shall not, become overdue or in default to the DDA or the City of Ann Arbor for any contract, debt, or any other obligation 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 XI. If the Project is terminated for reasons other than the breach of the Agreement by the Firm, the Firm shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

C. Firm 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 Firm. The Contract Administrator shall give the Firm 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 Firm of any defects in the Services of which the Contract Administrator has actual notice.
X. ASSIGNMENT

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

C. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized Firms and subconsultants. Firm acknowledges that it will be responsible for the work of any Firms included in Exhibit 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 DDA, 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 Firm 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 Firm 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 Firm.
Unless otherwise stated in this Agreement, any intellectual property owned by Firm prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Firm 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

Firm certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Firm 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 Firm 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 Firm and the DDA.
FOR FIRM

By Rick Klein, Vice President, Walker Consultants

FOR DDA

By Jeff Watson, Executive Director, Ann Arbor DDA
Attachment A- DDA Curb Management RFP
Request for Proposal
Downtown Curb Management Consulting Services and Study

Response Due Date:
November 15, 2021

Issued By:
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104
10/15/2021
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Issuing Office
The Ann Arbor Downtown Development Authority (DDA) issued this Request for Proposals. All contact regarding this RFP should be directed to:

Jada Hahlbrock, DDA Manager of Parking Services
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
Email: jhahlbrock@a2dda.org

Introduction
The Ann Arbor Downtown Development Authority (DDA) is seeking qualified consultant firms or teams to share best practice, conduct research, perform analysis, and develop recommendations for a Downtown Ann Arbor Curb Management Assessment and Toolkit.

About the DDA
DDAs were created by the State of Michigan as a tool to counteract central city decline and ensure that the heart of our cities and regions receive careful stewardship and long-term consideration. The Ann Arbor DDA is a public entity created in 1982 with the mission of undertaking public improvements that have the greatest impact in strengthening the downtown area and attracting new private investments. The DDA District consists of 67 blocks in downtown Ann Arbor, MI.

The DDA has a contract with the City of Ann Arbor to manage the public parking system including public structures, public surface lots, and the curb space within a designated DDA parking area. (See attachment B for a map of the DDA district and parking area.) DDA staff manage parking policy, projects and capital repairs, while the management of day-to-day operations is handled by the DDA’s contracted operator, Republic Parking. Twenty percent of parking revenues are transferred to the City for support of general fund activities. Parking enforcement is the responsibility of the City of Ann Arbor Community Standards Department. Alongside its management of the public parking system, the DDA takes on infrastructure projects within downtown streets and right of ways, ranging from large transformative streetscape improvements to smaller bike parking installations and trip hazard repairs. The work of the DDA is done by a small staff and a volunteer Board of twelve citizens, appointed by the Mayor and City Council. The majority of Board Members are downtown residents, employees, or business owners.

Project Background & Scope
In 2015, the DDA and City of Ann Arbor collaborated to create the Ann Arbor Downtown Street Design Manual. This Manual set shared goals, design parameters, and specifications for downtown street projects.
After completion of the Manual, the Ann Arbor DDA Board prioritized capital projects and began implementation. The DDA has recently completed or has in progress the following safety and streetscape projects:

- S University
- 5th & Detroit
- William Street- Protected Bikeway (included reallocating the curbside use from parking to a two-way bikeway)
- Huron
- First, Ashley - one-way to two-way traffic restoration and a protected Bikeway (included reallocating the curbside use from parking to a two-way bikeway)
- Division Street - Protected Bikeway (includes reallocating the curbside use from parking to a two-way bikeway in some locations of project area)

As the DDA has undertaken these projects we have worked to balance competing demands for curb space. Traditional allocations for vehicle parking and large truck loading, have given way to spaces for bikes, busses, smaller delivery zones, and passenger loading. While we have made progress, we understand that the changing nature of how people and goods get to and from downtown is evolving quickly and we need a toolkit to manage the curb space as the important public asset it is. COVID-19 and impacts to restaurant and retailer occupancy and service models have only hastened the need for a toolkit to ensure we can respond quickly, equitably, and consistently as requests and needs change.

The toolkit must be both value-driven and practical; recommendations will need to be thoroughly vetted to allow for rapid implementation in downtown Ann Arbor. The toolkit should aim to improve access, while reducing conflicts between trucks, busses, vehicles, cyclists, and pedestrians. Recommendations must reflect the values established through the DDA’s People-Friendly Streets Projects, with an emphasis on access, equity, and a vibrant downtown.

It is our expectation that the scope of work for the curb management study will include the following:

- Inventory, mapping, and analysis of the existing curb uses, both legal and illegal
  o The DDA will provide a baseline inventory of parking spaces in GIS
  o The consultant will work with key stakeholders to gather information and records on the past use and practices of the curbside
  o The consultant will observe, collect, and compile existing curb use and practices for select downtown areas.
- A summary of curbside use relative to the DDA values (see project approach below)
- Review and summarize existing parking policies from Michigan Uniform Traffic Code, zoning ordinances, private use permitting through the city, and parking enforcement.
- Coordination and facilitation of public outreach, conducted in a complementary and collaborative manner with ongoing public engagement related to current DDA design projects on State Street, Division Street, Fourth Avenue, and Miller/Catherine.
- Presentations to DDA Board and other appropriate groups and commissions
- Implementation and monitoring of curb pilots to test the efficacy of
recommendations under consideration.

- Development of a tool kit for prioritizing equitable access and movement of goods and people through downtown
  - Other efforts have informed curbside uses for bike lanes and transit stops- toolkit solutions should seek to complement these efforts. Given the time and care that has gone into these other efforts, the DDA anticipates that vehicular uses and policies (parking, commercial loading, passenger drop-off, etc.) will be the focus of this toolkit effort.

- Identification of needed DDA or City policy revisions & corresponding draft policies.
  - The need for an updated policy to guide the ratio and locations of accessible parking is a high priority.

- Pricing and prioritization recommendations in alignment with DDA values
  - The DDA anticipates that more on-street pay-by-space parking will be replaced with flexible loading and passenger uses. The DDA is interested in reflecting the value of the curb space and monetizing where feasible, based on our values.

- Recording the recommendations of the study in a concise, accessible and graphically rich document suitable for web-based posting and access.

Must coordinate with the following efforts currently underway:
- Revision of the Downtown Street Design Manual
- DDA People-Friendly Streets Projects
- City of Ann Arbor Transportation Plan

Given the range of topics outlined in work scope, project teams should expect to emphasize different skill sets from a variety of project types and across project phases. For example, expertise is needed in both best practice around vibrant urban spaces, as well as expertise in parking implementation and operational/enforcement considerations. The DDA understands that this may best be accomplished by a multi-firm team.

**Project Approach**
The values established for the DDA’s People-Friendly Streets Projects will guide this effort as well:
- Safe, comfortable downtown streets
- Equitable, just access for all people
- Affordable and inclusive community
- Vibrant and thriving local economy
- Responsible design and implementation
- Connected community with streets as civic space

Close coordination with staff from the DDA, Transportation, Engineering, and Police Units will be essential to success. As will engagement with merchant associations, service providers, and City Boards and Commissions including the DDA Board, Transportation Commission, and Commission on Disability. The DDA has established an excellent working relationship with these organizations and anticipates willing and meaningful collaboration between the consultant team, the DDA, and these key stakeholders. The consultant team will be responsible for project management and coordination, with
direction and final approval from DDA staff.

**Project Timeline**
Consultant involvement beginning winter 2021/2022. It is expected that consultant be flexible as far as project timing given that curb use continues to be impacted greatly by COVID-19. DDA anticipates that this work may be undertaken using a multi-phase approach that takes these impacts, logistics, and workload into consideration.

**Anticipated Schedule for Selection**
- RFP released - October 15, 2021
- Mandatory pre-submittal meeting – October 21, 2021 2:00 pm EST (virtual)
- Questions due – October 25, 2021 4:00 pm EST
- Addendum posted – October 29, 2021
- RFP response deadline – November 15, 2021 4:00 pm EST
- Interview notification - November 22, 2021
- Interviews - December 9, 2021
- Anticipated consultant selection – December 2021/January 2022

The schedule above is subject to change at the DDA’s discretion.

**Proposals and Clarifications**
All Proposals are due and must be delivered electronically as specified on or before November 15, 2021 at 4:00 p.m. (EST). All proposals become the property of the DDA whether awarded or rejected.

The DDA will not be liable to any Proposer for any unforeseen circumstances or delivery delays. Additional time will not be granted to a single proposer; however, additional time may be granted to all Proposers when the DDA determines that circumstances warrant it.

Each Proposer must submit via email one PDF file with the firm name in the document name.

Email subject line should include “Curb Management RFP Response” and firm name. DDA staff will reply to sender confirming receipt of email and file.

Submissions should be emailed to Jada Hahlbrock at jhahlbrock@a2dda.org

All information as submitted is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). Proposal contents will not be deemed proprietary information, and individuals who submit qualifications will be provided opportunities to review other proposals if requested. The DDA accepts no financial responsibility for costs incurred by any Proposer responding to this RFP. By responding to this RFP the Proposer agrees to hold the DDA harmless in connection with the release of any information contained in its proposal.

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be
submitted in writing via e-mail to jhahlbrock@a2dda.org by October 25, 2021, 4:00 p.m. EST. A single email response will be provided along with notes from the pre-submittal meeting by the DDA to all Proposers who expressed interest by October 29, 2021, as well as posted to the DDA website.

**Selection Process**
A committee made up of DDA staff and perhaps others will review RFP submissions and decide which Proposer(s), if any, will be invited for interviews. The criteria used in the RFP evaluation will include, but will not necessarily be limited to the following:

- Project understanding
- Experience of the firm(s), and more explicitly the experience of specific staff assigned to the project with analysis, best practices, and implementation working on similar projects
- Experience of the specific staff in a variety of focus areas related to downtown curbside management and parking including:
  - Non-motorized and Complete Streets design
  - ADA and accessible parking standards
  - Dynamic commercial and passenger loading management
  - Parking operations
  - Parking enforcement
  - Value-driven curbside policy creation, including monetization
  - Flexible street design that allows for multiple uses beyond traffic movement
  - Policies and/or fees for parking meter removals
  - Parking management technologies relative to their use in implementing the recommendations of the plan
- Experience creating curbside management toolkits in dynamic downtowns
- Experience with community outreach and engagement through face-to-face workshops and meetings, web-based engagement, and hybrid approaches that integrate both. The consultant should also be able to demonstrate the ability to work with diverse stakeholder groups and effectively communicate technical information to a lay audience
- Experience with the State of Michigan and City of Ann Arbor standards and processes
- Proven ability of the team to work as an integrated unit across firms or disciplines (design, engineering, outreach, etc.) and with client staff

**Pre-Proposal Meeting**
There will be a mandatory pre-proposal meeting held virtually at 9:00 a.m. on October 21, 2021. No later than October 20, 2021 Proposers must RSVP via email to jhahlbrock@a2dda.org their intent to attend and request meeting invite.

**Interview Process**
If selected for additional consideration, Proposer(s) will be invited for interviews and given the opportunity to discuss in more detail their qualifications and past experiences.
The interview shall consist of a presentation of approximately fifteen (15) minutes by the Submitter, including the person who will be the project manager, followed by approximately forty five (45) minutes for questions and answers. Audiovisual aids may be used. Following the interview, additional information may be requested. At this time it is expected that interviews will be held virtually.

Following the interview, the DDA will seek to negotiate a mutually acceptable agreement with the highest ranked Proposer. If the agreement is mutually agreeable, the selected Proposer will be asked to sign a professional services agreement (PSA) in the same format as Attachment A. Please be advised that the DDA will not modify the language contained in the PSA. In the case that a mutually acceptable agreement cannot be reached, the DDA may commence negotiations with the second highest qualified Proposer.

**Reservation of Rights**
The DDA reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the award in any manner the DDA believes to be in its best interest.
SECTION 2
RFP SUBMITTAL REQUIREMENTS

A. Firm Identification and Statement of Understanding. (10%)
   • State the full name, address, telephone number, and web site address of the (lead) firm and the address of any local branches or offices whose staff will be used in the project.
   • Indicate whether you operate as an individual, partnership or corporation. If a joint venture is contemplated, state the names and addresses of the other firms involved. If subcontractors are to be used, they must be identified in the same way.
   • Provide the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
   • Provide the name, title, address, email, and telephone number of the individual who will negotiate with the DDA and who can contractually bind the proposer’s firm.
   • Statement of Understanding. State your understanding of the project, your proposed approach to the assignment, and your firm’s role in accomplishing those tasks. Indicate what tasks you would typically require the client (DDA) to provide.

B. Technical and Management Approach. (30%)
   • Include the names and positions of all staff proposed and sub-consultants. Designate who will be the Principal, who will be the Project Manager in charge of the project, and who will be the DDA’s contact throughout the project.
   • Provide the qualifications, experience, and project responsibilities of the team members assigned to this project.
   • Briefly address how the efforts of each of the team members will be coordinated. If the work is to be shared among firms and offices at different locations, indicate what work is to be performed in each office.
   • Proposals must discuss workload for all key team members, indicating their expected availability and the percentage of their time that will be devoted to the project.
   • Project Schedule. Indicate your team’s capacity to commit to an early 2022 start and ability to work together as a unified team through project completion.

C. Previous Experience. Provide detailed information about previous projects of this nature, with an emphasis on the experience of the staff members involved. (30%)
   • Provide examples for four or more similar projects.
   • Include information on project scope, staff involved, proposed and actual schedule, and original budget and final cost.
   • Convey how the project demonstrates alignment with DDA project approach and goals.
   • Outline outreach approach, including the types of outreach tools and extent used
• Include names, phone numbers, and email addresses for client contacts.

D. Proposed Work Plan. Provide detailed and comprehensive description of how the Proposer intends to provide the services requested in this RFP. (20%)
This description shall include, but not be limited to the following:
  • How the project would be managed and scheduled
  • Anticipated phases or components of the project
  • How and when data and materials will be delivered to the DDA
  • The Proposers general philosophy in regards to providing the requested services

E. Fee Proposal. (10%)
  • Fee proposals are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, by which the overall and project element costs have been derived.
  • The fee quotation is to relate in detail to each item of the proposed work plan. Proposer shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
  • Bottom line total should include the total estimated cost for the project when it is 100% complete.
  • This total may be adjusted after negotiations with the DDA and prior to signing a formal contract, if justified.
Attachment A- Professional Services Agreement

AGREEMENT BETWEEN

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 ________________________________ ("Firm") a(n) ________

(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at ________________________________

agree as follows on this_______ day of__________, 2021.

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

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


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IV. COMPENSATION OF FIRM

A. The Firm shall be paid the amount 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 Firm, and approved by the Contract Administrator.

B. The Firm will be compensated for Services performed in addition to the Services described in Exhibit A, 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 Firm shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Firm. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

A. The Firm 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 Firm or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Professional Liability Insurance protecting the Firm 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 Firm 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 Firm supplies a copy of the endorsements required on the policies. Upon request, the Firm 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 Firm 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 Firm 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 Firm 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 Firm or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Non-discrimination. The Firm agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.

B. Living Wage. The Firm agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.

VII. WARRANTIES BY THE FIRM

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

C. The Firm 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 Firm warrants that it is not, and shall not, become overdue or in default to the DDA or the City of Ann Arbor for any contract, debt, or any other obligation 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 XI. If the Project is terminated for reasons other than the breach of the Agreement by the Firm, the Firm shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
C. Firm 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 Firm. The Contract Administrator shall give the Firm 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 Firm of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

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

C. The Fee Schedule, as outlined in Exhibit B, is inclusive of the work of any and all authorized Firms and _________ (primary service providers) acknowledges that it will be responsible for the work of any Firms (sub Firm name) included in Exhibit 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 DDA, 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 Firm 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 Firm 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 Firm.

Unless otherwise stated in this Agreement, any intellectual property owned by Firm prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Firm 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

Firm certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Firm 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 ineffectiveto 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 Firm 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 Firm and the DDA.
FOR FIRM

By

______________________________

Authorized Representative

FOR ANN ARBOR DDA

By

______________________________

Executive Director

SAMPLE
Attachment B- Project Area
Ann Arbor DDA Curb Management RFP
Questions and Clarifications
Addendum No. 1

1. Given the request for a flexible project timeline discussed under the heading Project Timeline on page 6, has a budget been established for this project? Is it expected the budget may be allocated or spread out between multiple DDA fiscal years?

No project budget has been established. Yes, it is expected that this project will span multiple fiscal years.

2. For the bullet point on page 4: The consultant will observe, collect, and compile existing curb use and practices for select downtown areas:
   a. What is the geographic scope for the select downtown areas?
   b. Does this pertain to collecting curb inventory (current uses and regulations) only, or does this also entail collecting actual curb activity data?

   Curb inventory work should include the entirety of the DDA parking area as outlined in the map provided in the RFP. We anticipate that collection of actual use/activity data will be limited in scope and based on consultant recommendation.

3. What level of right-of-way design/engineering is anticipated to implement pilot programs?

   As we do not yet know what pilots might be contemplated, we are not able to speak to level of design/engineering as this will vary based on pilot and location.

4. On page 4 of the RFP, you mention that “the consultant will work with key stakeholders to gather information and records on the past use and practices of the curbside”. Can you generally tell us who you expect those stakeholders to be?

   Stakeholders could include: DDA staff, parking operator staff, Ann Arbor Police Department, Community Standards staff, City transportation professionals and traffic engineers, representatives from downtown neighborhood/merchant groups, and the Commission on Disability.
5. On page 4 of the RFP, there is a mention of implementation and monitoring of curb pilots. Does the DDA have a budget in mind for these tests? Does the proposal need to identify those potential costs as part of the overall consulting budget?

As we do not yet know what pilots might be contemplated, we do not expect that all pilot related costs will be captured in the fee proposal. We understand that as the project evolves DDA staff and consultant team will weigh pilot costs, including physical implementation and design/planning/engineering work, against value of pilot. It is anticipated that should pilots be implemented project scope and fee might need to be adjusted. Fee proposal could include estimated pilot costs based on consultant’s previous experience.

6. Given the nature of the Ann Arbor community, does the proposed stakeholder outreach in the RFP/proposal need to consider the academic schedule for the University?

No.

7. On page 4, the RFP states that outreach should be conducted “in a complementary and collaborative manner with ongoing public engagement related to current DDA design projects”. Can you provide a target schedule for these activities to align the proposed schedule of this proposal?

Given continued pandemic related impacts to project budgets and timing, both at the DDA and our partner agencies, close coordination need not be a concern at this time. DDA staff leading those projects will certainly work with the consultant team to coordinate, when possible, but it need not be a concern as you formulate your proposal.

8. The RFP does not define a preferred project completion date. Does the DDA have a target date in mind?

No.

9. Is there a budget or budget range for this contract?

No specific budget or range has been established.
Curb RFP Pre-proposal meeting firms in attendance

Beckett & Raeder

Nelson/Nygaard

Turnstone

Via

Walker Consultants

Woods Consulting
Proposed Work Plan
Detailed Project Approach

Walker is committed to providing to the DDA the comprehensive Scope of Work and list of deliverables included in the RFP. We have elaborated on our specific approach in the scope of services. We are happy to discuss and refine the scope and schedule during the Task 1 process. For each deliverable, we will focus on simple communications and visualization strategies to make even the most complex materials digestible and actionable for a wide range of audiences.

**TASK 1: PROJECT MANAGEMENT. EFFECTIVE PROJECT MANAGEMENT BUILT ON OPEN COMMUNICATION.**

Jim Corbett, the project manager for this engagement, is known for his open, transparent, and cooperative style. Jim’s goal is always to develop a mutual understanding of outcomes and conclusions and monitor project progress, and a unified, branded messaging to all constituents. He values building long-lasting relationships with his clients and their partners, who consider him a teammate. Jim’s responsive, creative, and flexible approach enables him to maintain original budgets and schedules even with project goals and scope changes. He will organize and lead regular project management meetings and develop action items for follow up. Jim will be supported by Walker’s effective project management practices created from over 56 years of experience.

In addition to establishing and meeting logistical parameters and milestones throughout the project, we will work with the DDA’s project management team to create and affirm a shared vision of success through a kick-off meeting and ongoing coordination.

Walker will be responsible for all project management activities and coordination of subconsultants.

**Deliverables:**

1. **Kick-Off Meeting:** Conduct a kick-off meeting with the project management team to understand the drivers for this study, identify goals, begin to identify key stakeholders and stakeholder groups and review the planned scope of work.
2. **Regular Updates:** Provide bi-weekly project status updates via email and conference call.
3. **Project Schedule:** Maintain and update the project schedule throughout the life of the project.
4. **Files and Materials:** Establish a shared folder for use during the project to allow the DDA and Team member access to key deliverables, photos, and findings.
5. **Monthly Invoices:** Walker uses an internal electronic accounting system, which prepares monthly invoices and progress reports that track schedule and budget. We will issue monthly invoices to the DDA with summaries of staff work on the project.

**TASK 2: STAKEHOLDER ENGAGEMENT AND PUBLIC INVOLVEMENT EMBRACE COLLABORATION TO CREATE IMPLEMENTABLE OUTCOMES.**

Changes in parking and transportation access have the potential to be a “lightning rod” issue. An effective stakeholder and public outreach program is vital in allaying those fears to develop priorities and consensus that will support the DDA’s values. It can also facilitate effective policies by capturing the imagination of stakeholders and the community.

Collaboration means that the public and stakeholders are partners in this work. At Walker, we follow a “form follows function” approach to public engagement planning. We start with a clear understanding, alongside the DDA of what engagement has already been accomplished to-date, the type of new input we wish to collect, and create digital and in-person tools, games, and questions specifically tailored to gather that input. Our proposed scope of work is centered on determining the questions we are answering and creating an inclusive stakeholder and public engagement and outreach strategy to shape the plan and gain buy-in and support. These conversations will also lay the groundwork for future implementation when it is necessary for partnerships and agreements.
Detailed Project Approach

Walker will develop and implement a targeted stakeholder and public outreach program to support the study in a complementary manner with ongoing public engagement currently underway. To reduce “burnout” we will look for ways to collaborate with ongoing engagement and outreach efforts. The outreach program will achieve three main goals: provide an educational component for stakeholders and the community about the changing demands of the curb, learn from and gather input on priorities from which our team can make informed decisions and recommendations, and develop a “vision of success” for curb management.

We foresee incorporating the following tools into our engagement and outreach efforts. We anticipate Walker will lead this task with local support from The Greenway Collaborative and Beckett & Raeder during PAC meetings and other potential local events.

**Stakeholder database:** The success of the engagement for this project, which spans multiple stakeholders and includes numerous partners, will come down to the identification of stakeholders and management of a stakeholder database. We will identify stakeholders to create a database for one-on-one and group interviews throughout the project to gather information on past curb use and practices and to shape the study’s goals, objectives, and recommendations, while building support to adopt and implement the plan. The database will include users of the curb as appropriate and approved by the DDA such as merchant associations, service providers, City Boards and Commissions, community organizations, and others. The database will be updated to identify each stakeholder’s involvement and input in the study. This will help the team to identify and coordinate with stakeholders that need to be included in different meetings and pilot development conversations.

**Success/Fear Visioning:** The start of a project is where we build a shared vision of success together. At the project kickoff meeting with the internal DDA team, we will use Mural, a unique “digital whiteboard” platform, to envision project successes, fears about the study and concrete ways to harness those fears. With this tool and the resulting deliverable, called a “Success/Fear Statement,” we will create a clear path towards our desired outcomes as well as an action plan to alleviate any potential obstacles.

**Informational materials:** Develop a suite of core information about the project that will support all outreach efforts and other graphics designed to educate stakeholder and the public about curb management in simple, easy-to-understand language. These core pieces will include a fact sheet, e-blasts, website and other electronic content to feature on the DDA and City website, social media pages, and event calendar.

**Project Advisory Committee:** Alongside the DDA we will appoint a Project Advisory Committee compromising of downtown stakeholders and others. We propose to engage this Committee virtually (or in person if permitted) three times over the course of the project. At the first meeting, we will conduct the Success/Fear Visioning exercise as completed during the kickoff meeting with the internal DDA team, explained above. In subsequent meetings, we will share technical progress on the study and gather feedback from the Committee using innovative methods such as World Café exercises, pooling tools, guided discussions, and more.

Guided discussions will focus on the following:

- **Transit.** Including concerns around existing and potential future bus lanes, new routes, new bus stops, stations, and stop and station enhancements, first and last-mile opportunities, and impacts on curb space areas.

- **Active transportation.** How existing and potential future bike lanes, changes to bike lanes (i.e., moving from Class II to Protected) routes, parking, and existing or new dockless electric bike and scooter systems impacts operational issues at the curb. How existing sidewalks and plans for sidewalk enhancements including widening and curb extensions affect travel and curb management.

- **Parking.** The need for private vehicle parking, existing parking use, opportunities to utilize off-street facilities, and how existing parking policies and regulations and opportunities for more progressive policies will impact the curb space.
Detailed Project Approach

- **Commercial and on-demand delivery.** The need for commercial loading zones and short-term pickup spaces for on-demand delivery, and potential strategies to address operational issues including agreements, technology, and pricing.

- **Commerce.** The need for curb uses to support local businesses including parklets.

- **Disadvantaged and low-income communities.** Concerns for how accessible key destinations are across the region for disadvantaged and low-income communities and the relationship between transit, TNCs, and other modes of travel within these communities and regionally.

- **Technology.** Understand the potential or resistance to use technology to implement curb management plans and administrative requirements.

- **Allocation needs and options.** Understand overall concerns in how curb space is allocated including to support business, safety issues, freight delivery, parking, multimodal access, existing policies, access and ADA, among other issues, and the potential range of policy and management options.

- **Data.** Availability of current data feeds and formats, historical data, and data use cases.

- **Opportunities.** The potential to use existing underutilized off-street parking facilities or commercial loading docks to relieve some of the pressure off the curb space. Potential to use regulations and pricing to manage the curb. Potential of the curb to reduce circulation, vehicle miles traveled, and transportation emissions.

- **Existing or planned pilot projects.** The potential to leverage existing projects underway for inclusion in the study.

- **Goals.** City and DDA goals and values including those outlined in the People-Friendly Streets Projects.

**DDA Board, Groups, and Commissions Engagement:** To gain input and buy in from decision makers, we will present our analysis, findings, and recommendations through the study to the DDA Board and necessary groups, and commissions as determined by DDA staff.

**Agency engagement:** To better understand existing conditions and potential approaches to curb management and processes our team will conduct interviews in coordination and with approval from DDA with City staff from Public Works, Transportation, Engineering, Community Development, Planning, Systems Planning, Police, Fire, and others.

**Online survey:** Through one focused online survey tool, Walker will articulate people’s concerns, aspirations, and priorities for curb management in downtown Ann Arbor including major destinations and parking, curb management, and mobility. We will also use the online survey to gain input on major origin and destinations and activity centers from stakeholders and the public.

**Digital Materials:** We will provide materials for the DDA’s digital engagement to gain input and understand the realities and personal stories of how people interact at the curb. We propose to develop 15- and 30- minute virtual engagement modules using our Mural and Mentimeter platforms to gather feedback from integral community groups as determined by the DDA. These modules will include engaging graphics, visualizations, and focused questions as plug-and-play tools to gather this feedback on the DDA’s or City’s website from community groups, stakeholders, and the public.

**Additional Scope**

While we believe this base scope of services will facilitate an effective and innovative engagement strategy, we also recommend considering the following additional opportunities, particularly if the DDA wishes to pursue in person engagement options.
Detailed Project Approach

**Optional Task: Popup Event:** Walker will staff a booth at a local event with quick but impactful options for information sharing and gathering input such as mapping games, digital surveys, or dot voting.

**Optional Task: Hybrid Community Open House:** Walker will prepare for and lead a community open house in an open-air or large room environment with various activities to engage on topics integral to the study, such as parking concerns, access and mobility conditions, commercial delivery, areas for activation, connection to existing efforts, and more. The open house will include a virtual access option for people who would like to attend the event but would rather access boards/games and provide feedback on their computer or mobile devices.

**Deliverables:**

1. Stakeholder database
2. Success/Fear visioning
3. Three Project Advisory Committee Meetings
4. Informational materials
5. Agency meetings
6. Online survey

**TASK 3: EXISTING CURB CONDITIONS, INVENTORY, MAPPING, AND ANALYSIS**

We believe that data is the foundation to great outcomes. Our team focuses not only on data analysis, but on clear data visualization to ensure findings are digestible to the community. Our team will conduct an inventory, mapping, and analysis of all legal and illegal curb regulations and uses. We anticipate IBI will lead the curb inventory and mapping activities for this task and Walker to lead curb data collection and analysis with local support from The Greenway Collaborative.

**Curb Inventory and Mapping**

For the inventory task of this project, IBI’s Curb Converter will be utilized to create the digital curb regulation inventory. Depending on what information already exists (for example, the baseline GIS inventory of parking spaces and stakeholder records on past use and practices of the curbside), and the geography of the areas to survey, we propose a blend of these processes. We have provided tiered pricing for the DDA parking area (a total of 60 curb miles) based on the breadth of data the DDA wants to collect and the associated budget. Once the data is collected and digitized, the final inventory will be provided in a geoJSON file. It will then be uploaded to IBI’s Curb Viewer for visualization. Credentials will be given to DDA staff to access the platform throughout the duration of the project. A public facing version of Curb Viewer can also be provided for free during the duration of the project that can be a standalone web platform or embedded in an existing website. Walker Consultants will also utilize Curb Analyzer to complete necessary calculations and analysis on the DDA area throughout the duration of the project. IBI Group will also standardize and upload any associated demand and curb use data to Curb Analyzer for analysis.

IBI will use their curated selection of ground-breaking digital products to collect and digitize downtown Ann Arbor’s curbs. One such product is CurbIQ, a parking, curbside, and asset management software solution, developed by leveraging our software team and subject matter expertise in transportation engineering, parking strategies, and curbside management. Our flexible software solution helps cities, residents, and the general public better understand not only their parking options, but all curbside restrictions and mobility options around them.
Detailed Project Approach

CurbIQ consists of a variety of tools that provide curbside data collection, visualization, management, and analysis, which together provide considerable transparency, flexibility, and efficiency to the entire parking process for municipalities and the general public. This is not simply a static GIS map which can only show spatial, not temporal aspects of regulations. The Curb Viewer tool is a dynamic, filterable display for any time and day, and by various users, visually updating on-street information instantly when you change these filters. Information is not limited to the curbside–transportation infrastructure, assets, real time info, and mobility options can also be displayed. Figure 1 illustrates the 5 CurbIQ modules and Figure 2 the Curb Viewer Display.

Figure 1: CurbIQ Modules

Having the platform to visualize curbside information is of very little use if the underlying data does not exist. Curb Converter solves this – it is a highly automated end-to-end curb regulation digitization process developed by IBI Group that enables us to quickly collect curbside regulations for municipalities. The process is composed of three collection modules: Open Data Automation, for existing curbside datasets; Mobile Mapping, for lower-density areas; and Curb Wheel, for the densest urban areas.
Detailed Project Approach

- **Open Data Automation** can take any existing curbside data, and automatically convert it into a curb regulation standard, CurbLR, a specification developed by SharedStreets. The only requirements are that the curbside data has some type of geo reference and outlines what type of curbside asset or regulation it is. Because this process is dependent on the inputted data, the associated attributes generated are limited to what is available in the existing data. The RFP references Ann Arbor has a baseline inventory of curbside spaces in the DDA – depending on the detail of this dataset, we could use this to generate a CurbLR inventory.

- **Mobile Mapping** takes advantage of advanced image processing and machine learning techniques developed by IBI Group to automatically extract curb regulation data from images taken in a moving vehicle. Our mobile mapping software then seamlessly converts regulation data into CurbLR. Because this process involves a moving vehicle in the curb lane, this process only collects curbside signage data such as Parking, No Parking, No Stopping, and Special Designation signage. It does not capture painted curb, or asset data such as fire hydrants and parking meters.

- **Curb Wheel** uses SharedStreet’s open source measurement wheel and associated app to collect curb regulation data with very high positional precision. IBI Group’s Curb Wheel processing software then automatically converts CurbWheel app data into CurbLR. Because this data collection occurs right at the curbside, any and all curbside attributes can be collected. This includes signage data mentioned above, but also additional curbside assets such as painted curbs, bike racks, traffic poles, or curb cuts.

Together, these modules enable IBI Group to collect curb regulation data and convert it to CurbLR faster and in a more cost-effective manner than other curb regulation surveyors. As mentioned, the data format used by CurbIQ is CurbLR, a standard created by SharedStreets, but can easily be adapted to any open standard as required.

Although digitization and visualization of curbside information is important, having tools to obtain deeper insights from this data is key to making the most out of a city’s parking supply. That is why we created Curb Analyzer, a tool that enables users to analyze the inventory of curbside space to make more informed planning decisions. A user can choose their analysis zones and customize their dashboards to view supply and demand data over time in terms of revenues, occupancy, emissions, and usership. This information can then help shape policy decisions to maximize parking usage and revenues without the need for expensive infrastructure or surveys.

**Figure 3: Curb Analyzer Display**
Detailed Project Approach

Curb Use Activity Data Collection

We know data is the foundation to making the case for great outcomes—We propose to work with the DDA to collect and analyze the existing curb use data in each of the four main commercial associations associated with the greater downtown, (i.e., Main Street, State Street, South University, and Kerrytown District) to understand activity. For curb activity data collection, the vast majority of the data collection effort, our proposal assumes that we will utilize a combination of manual data collection and observations and video recording with computer analytics or manual reduction (manual review of all footage) as we believe this is the most conservative approach to collecting data.

We will also supplement video data collection with field observations that allow for evaluation of on-the-ground user experience of the curbside from multiple perspectives and modes and offer opportunities for organic interaction with people and businesses.

Through Walker’s curb management research and development study, we have worked with several technology-based approaches for collecting curb activity data, including our own. We are flexible to applying some portion of the data collection budget to utilize one or more curb management technology vendors if we are confident that they can achieve at least 95% accuracy in a particular location and if local conditions (such as permitting requirements, stakeholder input, and expected curb user groups) are conducive.

Based on the unique characteristics of each location, we will develop a data collection plan suited to the location that addresses specific curb user groups, the physical configuration of block faces, and locations to deploy video cameras to ensure full visibility of block faces being studied.

As a baseline, we have assumed the following for each location. We will work with the DDA to collect appropriate data related to the study’s goals.

- Assume 4 block faces at each location (very likely opposite sides of the street); block length of 300 feet
- Collection over one week using at a minimum 10 second intervals to ensure all curb activity is captured.
- Observed behaviors to record
  - Parking occupancy
    - In each space, the start and end time of each occurrence
  - Micromobility
    - Number observed riding past in each hour; note whether on street or sidewalk
    - Number observed parked on each block face in each hour
    - If bikeshare system dock is on the block, note number departing and arriving in each hour
  - Transit (bus)
    - In each bus stop, the start and end time of each occurrence
  - Commercial loading zones
    - In each loading zone, the start and end time of each occurrence and vehicle type/color (to extent possible)
Detailed Project Approach

- Passenger pick-up/drop-off anywhere on the block
  - For each occurrence, note where along with start and end time
  - If possible, note if TNC (by looking at front passenger door vs. rear passenger doors or decals on vehicles)
- Double parking activity
  - For each occurrence, note where along with start and end time and vehicle type/color (to extent possible)
- Illegal parking activity
  - For each occurrence, note where along with start and end time and vehicle type/color (to extent possible)
- High level observations of off-Street facilities
  - Manual observations of off-street parking facilities to look for opportunities to coordinate off and on-street facilities with curb management and mobility hubs.

Curb Use Analysis

Walker will input the curb activity data into IBI’s Curb IQ and Curb Viewer to conduct analysis of curb use data. This analysis will determine major travel corridors, activity generators, and curb hot spots, areas for pilots, and potential curb treatments. We will also perform an analysis of the curbside use relative to the DDA values. This analysis will compare curb inventory, regulations, access, and activity data to the DDA values as outlined in the People Friendly Streets vision and project pilots and concepts.

Deliverables:

1. Curb inventory and mapping digital platform
2. Curb use activity data for three targeted areas
3. Draft and final memo on curb use analysis compared to the DDA values

TASK 4: POLICY AND EXISTING CONDITIONS ANALYSIS: PAVING THE WAY

We anticipate Walker will lead this task with The Greenway Collaborative providing expertise on any policy related to active transportation streetscaping.

Historical Mobility, Parking, and Land Use Analysis

We will collect data and perform a historical comprehensive analysis of all mobility, parking, and land use data and conditions within the DDA area from readily available sources such as transit, bike, micromobility, and pedestrian infrastructure and usage, traffic counts and rights of way geometry, TNC ridership data, commercial delivery data, current parking and curbside inventory and usage, citations, land use densities, safety data, demographics and socioeconomic characteristics, and other data points as relevant.

Major Destinations Review

We will conduct a major destination review that will help identify high-volume activity areas for all modes, and other factors that will influence curbside management, access, and policy/design recommendations. We will work with the DDA to decide if supplemental data (such as StreetLight) adds value as an additional service.
Detailed Project Approach

Policy Analysis

We will perform a research deep-dive into the existing curbside, mobility, sustainability, parking, and land use practices, policies, plans, and initiatives to comprehensively understand and document all factors related to the curb. This includes the DDA and City of Ann Arbor’s Downtown Street Design Manual, completed capital projects and pilots, DDA People-Friendly Streets Projects, City of Ann Arbor Transportation Plan, parking policies from the Michigan Uniform Traffic Code, zoning ordinances, parking enforcement, accessible parking standards, and private use permitting, as well as initiatives in reaction to the pandemic to support business, such as parklets and curb activation efforts.

Best Practices Review

Our best practices analysis will not be a surface-level listing of peer and aspirational curbside management models; it will be a holistic and comprehensive of the multi-faceted impacts of those models from a functional, economic, and human perspective, including both direct and indirect impacts. Leveraging our contacts in the field and our own learnings we will interview up to three (3) knowledgeable curbside and transportation managers and directors from peer and aspirational municipalities nationwide to facilitate real-time conversations among DDA staff and their counterparts and document learnings.

Policy Recommendations

Based on the data and policy analysis, we will develop a set of realistic policies. Policies will be grounded in the reality of staff and technology resources and capabilities, guiding regulations, statutes, and frameworks. We know that curb management policy change is likely an incremental process. Our approach is to lay out a near and long-term policy strategy that will give the DDA flexibility to pilot and learn and allow it to evolve and roll out changes over time as it progresses on its curb management journey. We will draft policy and regulations and outline potential benefits and drawbacks, considering circumstances such as limitations within the right-of-way, the need for accessible parking and meeting accessible parking requirements, the need to form partnerships, technology hurdles, costs and benefits, impediments with federal or state regulations, and misalignment with other City and DDA policies. We will also complete a financial analysis of policy recommendations including operational costs and estimated revenues from curb monetization as well as potential induced economic impacts.

We know parking and the curb is a political process. Our team is comprised of policy experts who have shepherded policy initiatives through local, state, and federal elected bodies, from fundamental change to minor amendments. We will work with the DDA to frame policy recommendations based on goals, data, visualizations, and real-life examples, to convey the story for policy change.

Deliverable:

1. Draft and final memo describing the historical mobility, parking, and land use analysis, major destinations review, policy evaluation, best practices review, and policy recommendations.

TASK 5: CURBSIDE PRICING ANALYSIS. PRIORITIZATION AND PRICING BASED ON VALUES.

The DDA has the opportunity to monetize the curb to prioritize access and to promote its values. Monetizing curb spaces can also generate revenue to cover administrative costs. We will develop a fee structure for curb uses and private operators, including TNCs, micromobility, parklets, commercial delivery, and others, including per ride fees, pickup and drop-off fees, delivery fees, and permit fees as well citation fees for violations. As part of the monetization development, we will review state and local regulations for implementing curb access fees to ensure applicability, provide details on necessary partnerships and agreements, and the technology and monitoring processes to enforce and evaluate curb use and monetization. Monetization locations and fees will be based on the data, DDA values, and priorities.
Detailed Project Approach

We will determine the range of fees for each user based on city priorities and aligned/benchmarked with parking or transit fees (for example a minimum and maximum fee or congestion-based fee). Estimate the demand for curb space and fees based on assumptions, information from peer cities, and best practice research. Determine the policy and regulatory process for curb pricing, the technology for implementation, and Rough Order of Magnitude (ROM) financial projections for recommendations to price specific curb pilot locations.

Based on our experience, we expect the curb pricing and fee framework will likely be an incremental and long-term strategy that includes a path for implementation that potentially begins with a pilot area and evolves with the policy and technology available. For example, pilot parking learnings can scale to new areas. Curb fee structures will move from today’s TNC per-ride fee or a commercial delivery permit fee based on fleet size to a geofenced, demand, or congestion-based rate structure when policy and technology advances allow. If pricing is recommended for pilot project locations, we will outline the necessary and potentially incremental steps to implementation that include these policy and technology changes.

Walker to lead this task.

Deliverables: Draft and Final Curbside Pricing Analysis and Report

**TASK 6: CURB MANAGEMENT PILOTS: TESTING FOR IMPLEMENTATION.**

Based on the previous learnings, we will develop a Pilot Project Work Plan in coordination and with approval from the DDA to provide guidance for a range of feasible and functional options for demonstrating curb space management strategies at up to two (2) chosen sites. The work plan will be an actionable and implementable document informed by our learnings from this project and expertise working in this field. A detailed implementation plan for the recommended pilot project locations will be developed and include anticipated lead times and timing from project development.

The goal of pilot testing and monitoring is to understand the efficacy of recommendations under consideration and make any necessary adjustments for future implementation or policy change.

We will assist the DDA with coordination of selected curb pilots including engineering, infrastructure, vendors, agreements with operators, wayfinding and signage, technology, outreach, and other pilot implementation details. We will review the installation requirements for each treatment and/or vendor, work with the DDA to implement the pilot physical elements, verify the system or treatments are installed/built and working prior to the official start.

We will develop a matrix of Key Performance Indicators (KPIs) to assist in evaluating the pilots. Up to five (5) KPIs will be developed. We will monitor the systems and data throughout the pilots and provide updates to the DDA.

We anticipate Walker to lead this task with IBI providing support for local traffic engineering, The Greenway Collaborative providing support on any potential active transportation coordination.

Deliverable: Three pilot study areas. Draft and final memo on the pilot evaluation and learnings.

**TASK 7: CURBSIDE TOOLKIT. THE CURB PRIORITY PLAYBOOK.**

It can be cumbersome to navigate the maze of policies, plans, fees, regulations, and infrastructure issues. We know the need for an easy to read, digestible reference curb management document. The Curbside Toolkit will be the curb playbook for all curb users and for decision makers—DDA and City Staff, developers, operators, merchants, and the public. It will be an educational document on the practices and processes. The Curbside Toolkit will complement efforts for curbside uses for bike lanes and transit stops, with a focus on vehicular uses and policies (parking, commercial loading, passenger drop-off, etc.). We anticipate Walker to lead this task with The Greenway Collaborative providing expertise on active transportation collaboration and streetscaping. Beckett & Raeder will provide landscape architecture planning and typology concept renderings.
Detailed Project Approach

Setting Priorities for the Toolkit

We recommend that the Curbside Toolkit process begin with establishing a set of goals to prioritize curb uses, planning, and policy decisions. Drawing on, data analysis, and learnings from stakeholder and public input and policy analysis, we will develop the goals that guide the development of the curb use prioritization in alignment with DDA values.

Once agreed upon, the goals will guide the Toolkit Prioritization. It will define major activity centers, primary and secondary curb uses (i.e., commercial delivery, parking, passenger loading, EV charging, in alignment with activation, transit, bike, and future technology such as autonomous vehicles (AVs), and prioritization of functions, treatments (such as commercial delivery and passenger loading zones), and the operational plan to implement. The Framework will also be based on a productivity metric (such as user turnover) and adjacent land uses.

Developing Toolkit Typologies

Based on our learnings from previous tasks and the toolkit prioritization and productivity metrics, we will develop curb block or area level typologies based on the adjacent land uses (typology examples may include commercial center, entertainment center, travel/mobility corridor, transit-oriented corridor, neighborhood/low-density residential center). Based on our research, we know peaks of different users often fluctuate throughout the day and week, so curb typologies will be responsive to those time of day and day of week changes. As part of this work, we will set forth example design guidelines that conform with the existing infrastructure.

We will create maps and illustrations showing examples of existing curbside conditions and changes based on the prioritization framework. We will also create up to five renderings to illustrate use cases for the operating conditions of block or area typologies. The renderings will reflect the character of DDA area and downtown while indicating applicability across a broad range of locations and land use contexts in which the curb space area may occur. Renderings will be created in coordination with the DDA. We will also create an easy to understand process guide outlining steps and guidance for curb development, functions, and management during the development review process. This guide will be a relevant basis for the Curbside Toolkit. The framework will guide the next steps in our work and serve as the lens through which we will evaluate and rank potential strategies, policies, and programs.

Curbside Toolkit

Development of the Curbside Toolkit will be based on the needs and learnings from data analysis, engagement and outreach and interviews with DDA and City staff with highly illustrative, understandable curb processes, examples, best practices, fee structures, and reference points for establishing, modifying, or removing curb operations. It will also include illustrative guidelines on the process for permitting, and design guidance, and the development review process.

For DDA and City staff, the Curbside Toolkit will also detail the operationalization of curb management, i.e., how policy, programmatic, and pricing changes will impact work and the need for integration across departments for planning, review, and permitting.

We know it is likely the DDA will continue to pilot curb treatments for placemaking and technology as it moves along in its curb management journey. The Curbside Toolkit will outline steps and best practices for approaching pilot projects for new technology, partnerships, and activation. Our technology experts will establish guidelines for testing new technology and eventually autonomous vehicles. Our placemaking experts will lay out steps to take a tactical approach to activation, piloting a foundation to lay the groundwork for long-term implementation. Our policy and finance experts will develop guidelines for entering into contractual agreements on curb rights with private entities and technology companies, and best practices for potential revenue sharing or public-private partnerships.
Detailed Project Approach

Deliverables: Curbside prioritization and maps, Five (5) typology renderings, Draft and Final Curbside Toolkit.

**TASK 8: CURB MANAGEMENT PLAN. CREATE A FULLY REALIZED PLAN.**

Once all deliverables from previous tasks are completed and policy approved, we will create an illustrative and digestible curb management study comprising of recommendations for DDA and City staff, elected officials, developers, and the public. The study will be concise and suitable for posting on the web. Walker to lead this task.

**Deliverable: Draft and Final Curb Management Study**
E Fee Proposal
The Walker team proposes the following fee to conduct the Curb Management Study. This fee include all services in the Detailed Scope of Services.

We present a range of options for Task 3, curb inventory. The curb inventory hours/fee is dependent on the data available, including GIS files and signage database as well as the level of inventory detail the DDA wishes to conduct as part of the study.

The proposed fee is based on IBI providing a baseline inventory of the DDA area curb regulations and assumes providing Option 1: Curb Converter as the baseline scope of services. IBI can provide more detailed curb inventory and mapping, at additional fee as described in the table below. For all three options, the fee includes the Curb Viewer and Analyzer to conduct analysis. For this reason, there are several positions included as part of IBI’s fee proposal with no associated hours, because they would only be needed as part of Option 2 and Option 3.

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<td><strong>Option 1: Curb Converter – Open Data Automation</strong>&lt;br&gt;Use open data to standardize curbside regulations to align with CurbLR format for the DCA parking area.&lt;br&gt;- Price can vary based on existing data&lt;br&gt;- A curb inventory can only be populated for areas there is existing data. For example, if the only data you provide is parking meters, we would only contain paid parking data in the digital inventory.&lt;br&gt;- Areas where there is no data can either be surveyed via CurbWheel (see below) or left as undesignated curb segments.&lt;br&gt;<strong>Final Deliverables:</strong> a digital curbside inventory for the DCA in CurbLR format containing all curb data from the open data provided.</td>
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<td><strong>Option 2: Curb Converter – Mobile Mapping</strong>&lt;br&gt;Use vehicle mounted cameras to collect and standardize curbside regulations to align with CurbLR format for the DCA parking area.&lt;br&gt;- This process only collects curbside signage data such as Parking, No Parking, No Stopping and Special Designation signage. It does not capture painted curb, fire hydrant, or curb cut data.&lt;br&gt;<strong>Final Deliverables:</strong> a digital curbside inventory for the DCA in CurbLR format containing all curb data including curb cut data only (does not include curb cuts, curb paint, miscellaneous assets, etc.).</td>
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<td><strong>Option 3: Curb Converter – CurbWheel</strong>&lt;br&gt;Use curb measurement wheel to collect and standardize curbside regulations to align with CurbLR format for the DCA parking area.&lt;br&gt;- This process can collect any and all types of curbside regulations and attributes based on the client’s requirements.&lt;br&gt;<strong>Final Deliverables:</strong> a digital curbside inventory for the DCA in CurbLR format containing all curb data including curb cuts, curb paint, signage, miscellaneous assets, and any other features the client requested.</td>
<td><strong>$24,400 USD</strong>&lt;br&gt;[$180 USD/ additional mile]</td>
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**Overhead Factors**

Walker Consultants - Combined overhead rate = 192.47%

IBI - Combined overhead rate = 238%

Beckett & Raeder - Combined overhead rate = 215%

The Greenway Collaborative - Combined overhead rate = 175%

*This fee includes all the scope items in the proposed work plan.*
# Project Budget

## Walker Consultants

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<tr>
<th>Role/Rate</th>
<th>Principal In Charge</th>
<th>Jim Gerhardt</th>
<th>Chrissy Marcin Nichols</th>
<th>Eric Raggett</th>
<th>Brett Lee Domenick</th>
<th>Bobby Beam</th>
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## Beckett & Raeder

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<th>Caitlin Jackson Principal</th>
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<td>Task 7: Curbside Toolkit</td>
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<td>Task 8: Curbside Final Plan</td>
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<tr>
<td>TOTAL Hours and Fee</td>
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<td>8</td>
<td>$273</td>
<td>5</td>
<td>$504</td>
<td>40</td>
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## Total

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<tr>
<th>Role</th>
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<td>Walker Consultants</td>
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<td>Beckett &amp; Raeder</td>
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<td>The Greenway Collaborative</td>
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<td>IBI</td>
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<td>Grand Total</td>
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