

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
SAM SCHWARTZ CONSULTING LLC
AND THE CITY OF ANN ARBOR FOR
FOR SAFE STREETS FOR ALL GRANT COORDINATOR SERVICES**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and SAM SCHWARTZ CONSULTING LLC, a(n) New York limited liability company, 322 Eighth Avenue, Fifth Floor, New York, NY 10001 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Public Services / Engineering**.

Contract Administrator means Nicholas Hutchinson, P.E., acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means City of Ann Arbor Safe Streets for All Grant Coordinator.

Services means Professional Service Agreement between Sam Schwartz Consulting, LLC and the City of Ann Arbor for the Safe Streets for All Grant Coordinator services as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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 compensation 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 quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.
- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$1,073,636.22, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself

and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

B. All insurance providers of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.

C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

D. Contractor is required to have the following minimum insurance coverage:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

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

3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in

every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.

- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

SAM SCHWARTZ CONSULTING LLC
ATTN: Stacey Meekins
322 Eighth Avenue, Fifth Floor
New York, NY 10001

If Notice is sent to the City:

City of Ann Arbor
ATTN: Suzann Flowers
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. 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.

15. OWNERSHIP OF DOCUMENTS

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

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor 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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. 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 is 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.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor 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 in entering into this Agreement. No terms or conditions of either party's invoice, purchase order,

or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

SAM SCHWARTZ CONSULTING LLC

CITY OF ANN ARBOR

By: _____

Name: Stacey Meekins

Title: Principal and ND of Planning

Date: _____

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Sue McCormick

Title: Interim Public Services
Area Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: Christopher Taylor

Title: Mayor

Date: _____

By: _____

Name: Jacqueline Beaudry

Title: City Clerk

Date: _____

EXHIBIT A
SCOPE OF SERVICES

04. Proposed Work Plan

Task 1 - Project Management

As the City's partner in administering Ann Arbor's SS4A grant, Sam Schwartz will establish a conscientious and communicative management structure to deliver and meet federal reporting and processing requirements. We will employ quality management practices and adherence to city and federal requirements to mitigate schedule risks and ensure that the City, residents, and the federal government get full value out of this investment in safe streets.

Accountable and Experienced Management Structure

Our team is structured around our management staff, delegating a high level of accountability, direction, and guidance from our experienced project managers. Eric Hanss, as Project Manager, will be the primary point of contact for this agreement and will have the ultimate responsibility for reporting progress and collaborating on project decisions with the City of Ann Arbor. Eric has extensive experience as owner's rep and a consultant project manager for federally funded pedestrian safety projects in Illinois, Wisconsin, and Michigan. He matches a thorough understanding of the SS4A program with design and processing knowledge across all phases of project development through letting, managing to federal schedules and construction timelines. Task Leads, all who have served as project managers themselves, have been selected to support Eric in the decision-making process.

Sam Schwartz maintains an unwavering commitment to providing quality services and understands that achieving this goal is the responsibility of every team member. It is through this philosophy that we routinely deliver projects that meet and exceed the needs of our clients, on time and within budget. As the project's Principal in Charge, Stacey Meekins will leverage nearly 20 years of experience in managing progressive transportation projects and apply best quality management practices to this project.

Sam Schwartz creates a Project Work Plan for every project we work on. Our work plan includes a project communications and responsibilities plan, logic diagram and schedule to illustrate how we will accomplish each task and complete milestones, a quality plan to illustrate and track our QC approach, and a risk register and change log to proactively track and manage risks that may arise through the project. The Project Work Plan will be created upon project initiation and discussed with the client project manager to ensure processes, responsibilities, and controls are appropriate and in line with City protocols.

Communication and Coordination

The Sam Schwartz team will plan and facilitate a 90-minute virtual kick-off meeting with the City of Ann Arbor within two weeks of the project start date. The meeting will review the project scope and schedule and will focus on how the Sam Schwartz team and City staff can effectively work together to administer the grant within the allotted timeframe. We anticipate that major topics of discussion will include federal processing requirements, community engagement expectations, and project location selection so that we can prepare a final project schedule and launch into the planning and design process.

The Sam Schwartz team will meet bi-weekly with the City of Ann Arbor throughout the course of the project to provide updates on analysis and deliverables, discuss any challenges, and preview deliverables. The bi-weekly meetings will be held virtually. We understand that issues arise with complex and fast moving

projects that must be dealt with urgently. Eric will be on-call to field questions that the City project manager and staff may have concerning project progress or deliverables.

The Sam Schwartz team will provide monthly progress reports and invoices to the City of Ann Arbor, including a summary of work completed in the previous month and work anticipated in the upcoming month. We anticipate meeting with Ann Arbor and FHWA on project initiation to ensure that our project schedule, processing approach, invoice format, and progress reports are meeting all expectations and requirements. We propose to schedule a quarterly meeting with FHWA to report progress and discuss project processing

Deliverables
› Project kick-off meeting, presentation, and minutes
› Project management plan, quality plan, and schedule
› Project Sharepoint site
› Quarterly FHWA check-in meeting (up to 16)
› Biweekly virtual project coordination meetings, agendas, and notes (up to 96)
› Monthly progress reports and invoices in line with federal SS4A requirements (up to 48)

Task 2 - Design and Construction Services Bid Package

Location Selection and Scoping

Continuing our successful collaboration during the Vision Zero Implementation and Action Plan, Sam Schwartz and SmithGroup will collaborate with the City to develop a list of Quick Build and Speed Management locations and scope improvements using the Speed Management toolbox. With the previously prepared implementation memo and Priority Corridors as our guide, we will assess intersections and corridors based on potential for quick-build treatments and screen out locations where the City has already completed safety improvements. Location selection will be closely coordinated with NEPA to keep the program on-schedule. We plan to ultimately select up to 20 intersections for quick-build treatments and up to 15 corridors for speed management improvements. We will also identify a secondary tier of alternate locations in the event that conflicts emerge or issues are identified in the field.

Once we have arrived at locations for safety improvements and coordinated the list with the City, we will apply the Speed Management toolbox and other proven safety treatments consistent with SS4A demonstration projects to develop design alternatives for each location. We will engage community members to select preferred alternatives during the first round of public engagement.

Following engagement, we will incorporate feedback into a set of concept designs for review within Engineering Services to determine conflicts, impacts, refinements, and other coordination needs before proceeding into preliminary engineering. We will codify the selection methodology, and document how we incorporated community feedback in a memorandum, which we will circulate for one round of review by the City.



Vision Zero Implementation and Action Plan Concept Design.

SPEED MANAGEMENT POTENTIAL PROJECT LIST

STREET & SEGMENT	POTENTIAL CORRIDOR IMPROVEMENTS	GOAL
Arlington Blvd (Washtenaw Avenue to Geddes Avenue)	<ul style="list-style-type: none"> • Create consistent shoulders/pedestrian lanes (noted as Sidewalk Gap along Major street per Moving Together) • Slow turns using paint/post curb extensions and traffic circles 	<i>Self-enforce current posted speed limit of 25 mph</i>
Green Road (Burbank Drive to Glazier Way)	<ul style="list-style-type: none"> • Create a continuous all age and abilities bikeway • Implement pedestrian lanes between Frederick Way and Glazier Way (noted as Sidewalk Gap along Major Street in Moving Together) • Provide marked crosswalks at uncontrolled intersections near transit stops and install temporary bus boarding islands 	<i>Design for a 30 mph target speed</i>
Packard Street (S Main Street to Stadium Boulevard)	<ul style="list-style-type: none"> • Narrow travel lanes and enhance bicycle facility with buffers; implement green painted lanes where extra space is not available • Install hardened centerlines and paint/post bump-outs at intersections • Strategically install RRFBs at unsignalized intersections like University Ave 	<i>Design for a 25 mph target speed</i>
Packard Street (Stadium Boulevard to E Eishenhower Parkway)	<ul style="list-style-type: none"> • Install hardened centerlines and paint/post bump-outs at intersections • Apply green through-intersection bike markings • Add paint and post refuge islands in existing median 	<i>Design for a 30 mph target speed</i>
State Street S (Stadium Boulevard to Eisenhower Parkway)	<ul style="list-style-type: none"> • Narrow travel lanes to upgrade bike lane to separated/protected • Add paint and post refuge islands in existing median • Mark crosswalks across commercial driveways and side streets 	<i>Design for a 25 mph target speed</i>



Protected Bike Facility



RRFBs



Speed Limit Sign with Low Limit

QUICK BUILD POTENTIAL PROJECT LIST

STREET & SEGMENT	POTENTIAL INTERSECTION IMPROVEMENTS	GOAL
Geddes Avenue (Washtenaw Avenue to Huron Parkway)	<ul style="list-style-type: none"> • Provide marked crosswalks at uncontrolled intersections near transit stops • Add green bike pavement marking through offset intersections (e.g., Oswego/Ridgeway and Hill/Awixa) 	<i>Increase transit access and encourage cycling</i>
Glen Avenue/ Fuller Street (E Ann Street to Maiden Lane)	<ul style="list-style-type: none"> • Improve safety at Ann Street by providing a northbound left-turn lane, relocated stop bars, narrow turning radii, restricted right-turn-on-red (per Moving Together) 	<i>Improve motorist safety</i>
Hill Street (Washtenaw Avenue to Geddes Avenue)	<ul style="list-style-type: none"> • Review signal timing to address left-turn conflicts at Washtenaw Avenue • Add green bike through intersection markings at Berkshire Street and Avon Road • Employ pavement markings and paint and post bump-outs to narrow curb radii at Avon Road 	<i>Improve pedestrian and bicyclist safety in high activity area</i>
Packard Street (E Eisenhower Parkway to US-23)	<ul style="list-style-type: none"> • Upgrade southwest crosswalk to improve pedestrian visibility Eisenhower Parkway and provide green through-intersection markings • Redesign the intersection at Platt Road to simplify crossings, reduce conflict points, and connect the bikeway along Platt Road (per Moving Together) 	<i>Improve pedestrian and bicyclist safety at major intersections</i>
Washtenaw Avenue (Huron Street to Hill Street)	<ul style="list-style-type: none"> • Harden centerlines at Geddes and Observatory • Narrow slip lane at Hill with paint and post bump-outs 	<i>Improve pedestrian safety in high activity area</i>



Paint/Post Bump-Outs



Green Through Markings



Hardened Center Line

Our team has scoped example Speed Management and Quick Build projects based on the prioritized locations in the Vision Zero Implementation and Action Plan and the countermeasures in the Moving Together toolbox.

NEPA and Permitting

Wade Trim will lead the preparation of NEPA documents. Based on the scope presented in the RFP and the grant application prepared by Sam Schwartz, we anticipate a Categorical Exclusion. We are confident in this classification due to the lack of right of way acquisition and excavation.

Similar to the Hill Street HSIP pedestrian safety project and pedestrian signal upgrade projects, Wade Trim will conduct the above-ground architectural assessment of the project area and prepare the MDOT LAP Section 106 Application and required attachments. All formal analysis including delineation of the Area of Potential Effect, historic property identification, and archaeological assessment will be completed by others, such as SHPO staff. If additional analysis is necessary, MDOT reviewers will notify the City regarding further investigation. Should additional investigation be necessary, Wade Trim would be happy to assist and discuss the need for additional scope and fee.

Based on the project delivery schedule, we recommend beginning NEPA as soon as possible upon project initiation. Our team anticipates using Michigan Department of Transportation (MDOT) forms 0260, "Program Application for Local Agency Projects – Road and Safety Projects" and 5223 "Local Agency Environmental Clearance Form – Social, Economic, and Environmental Evaluation" for coordination with FHWA and relevant state agencies.

We will assist Ann Arbor in securing permits from approving agencies where applicable. Based on the period of performance agreed to in Ann Arbor's grant agreement with USDOT, we recommend carefully selecting locations to avoid NEPA impacts, MDOT jurisdiction signals, railroad right-of-way, and historical properties to enable the program to proceed expeditiously.

We will coordinate with the City for one round of review on NEPA documents and permit applications.

Quick Build and Speed Management Project Design

Sam Schwartz will lead project design, supported by Wade Trim. Upon initiation of the Design phase, Sam Schwartz will hold a kick-off meeting with City staff from Engineering Services, the Ride, and other City departments and agencies to summarize conceptual designs and identify coordination needs and potential conflicts.

We will develop plans for up to 20 Quick Build intersections and up to 15 speed management corridors. The Sam Schwartz team, led by Vinay Varadarajan, has created plans for hundreds of quick-build designs in Washington, DC and dozens of miles of protected bike facilities in Chicago consistent with the MUTCD, NACTO design guides, AASHTO, and local design requirements. Wade Trim, led by Lori Pawlik, have undertaken multimodal transportation and safety analyses across the City and has worked with the SmithGroup team in planning and designing multiple low-stress bikeways and traffic calming projects in Ann Arbor. We will utilize this combined knowledge to tailor our effort to the grant scope.

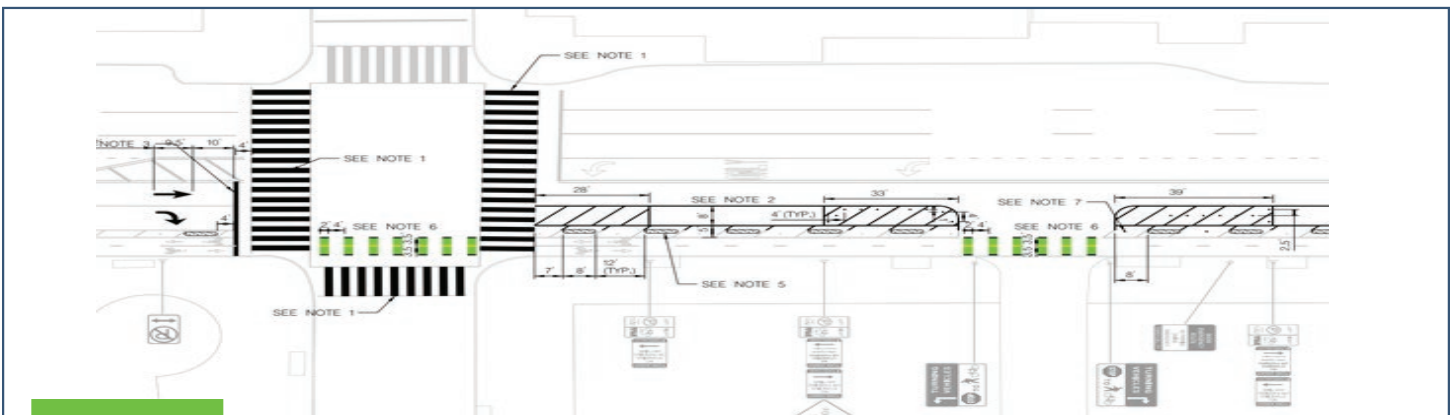
- ▶ **Plan level of detail:** we will create CAD drawings for typical of 30% plans such as typical sections, removals, pavement marking and signage sheets, and signal timing plans. Plans will include dimensions necessary for geometric

review, layout, and calculations of quantities. All plans will be laid out using typical City of Ann Arbor levels and sheet set-ups and utilize existing City standard details to facilitate review and coordination.

- ▶ **Engineer's estimate:** we will develop a preliminary cost estimate based on standard pay items using bid tab analysis provided by the City, adjusted for locally observed year-over-year inflation.
- ▶ **Survey and alignment:** in line with the limited suite of improvements eligible for SS4A demonstration funds, we will not perform surveys for this project. All sheets will be drafted over aerials. Critical dimensions will be field checked.
- ▶ **Turning movement analysis:** we will use AutoTurn and City-specified design and control vehicles to check all locations where we are proposing changes to intersection geometry.
- ▶ **Transportation impact and safety analyses:** safety is the paramount design priority, but we need to measure and understand operational impacts when we are making significant changes to cross-section and geometry to evaluate measures of effectiveness. We will create Synchro model for the existing conditions including AM and PM peak periods for up to 20 intersections to be utilized in the capacity and geometric analysis. Specific tasks include:
 - In coordination with before data collection for project evaluation needs, obtain multimodal traffic counts and/or conduct turning movement counts the intersection to include pedestrians, cyclists, vehicles and heavy vehicles Request signal timing permits from the City
 - Create existing condition Synchro models for AM and PM peak periods, volume balance, calibrate and validate models, and simulate results using SimTraffic
 - Create proposed Synchro models based on the recommendations for AM and PM peak periods for potential future conditions
- ▶ **Signal timing plans:** we will provide redline markups to City signal timing permits where timing changes are needed to mitigate the impacts of safety improvements on multimodal operations.

Due to the quick-build nature of the SS4A award, project design will not include geotechnical analysis, utility coordination beyond standard City of Ann Arbor conflict coordination, utility design, minor signal modifications, or drainage and grading plans.

Wade Trim will QC all Sam Schwartz plans. We will coordinate one round of review for the complete Quick Build and Speed Management 30% package with City staff and provide a disposition of comments and updated 30% plans to advance into bid package development.



Quick Build Protected Bikeway, Washington, DC

Bid Package Development

Wade Trim will lead bid package development, with Sam Schwartz providing quality control. Upon concurrence that the project is ready to proceed to bid, we will assist the City in preparing the plans and specifications for the bid phase. Based on the scope of work presented in the grant agreement we believe that the most effective method for bidding and work and managing project construction is as a single bid package.

The bid package will conform to City of Ann Arbor typical construction documents and include 100% plans, specifications, and engineer's estimates. The package will be consistent with City of Ann Arbor and federal procurement practices and we will be coordinating with the City's purchasing manager to confirm compliance.

Our team will scale the bid package to quick build safety treatments consistent with the USDOT grant award, with the final construction documents anticipated as:

- Specifications and special provisions
- Covers, index, summary of quantities,
- Construction schedule and coordination plan
- Typical sections
- Removal and construction plan drawings
- Pavement marking and signage plans
- MOT plans
- Traffic signal adjustment and RRFB plans (if required)
- Final cost estimate

Since the quick build tools included in the City's Vision Zero Implementation and Action Plan can be installed quickly and with minimal disruption to people walking, biking, taking transit, and driving, we will leverage typical MUTCD-compliant maintenance of traffic (MOT) plans approved by the City of Ann Arbor. Understanding that Ann Arbor is a complex environment, we will develop special MOT and detour plans at up to 5 locations. Based on past work for the City of Ann Arbor of similar scope, our team will use existing specifications and special provisions to cover all elements of construction.

To mitigate any delays in the bid phase, our team will coordinate with FHWA throughout the process so that all FHWA approvals are in place prior to bringing the bid package before City Council for authorization to advertise the project.

Wade Trim will provide a pre-final bid package to the City and conduct one joint review to proceed to final. The bid package will be approved by City staff and stamped by an engineer licensed in the state of Michigan. Our team will support the City during bidding by responding to any questions/RFIs.

Construction Engineering and Inspection

Wade Trim will lead construction engineering and inspection. We will support the City across three phases: Post Bid/Pre-Construction Services, Construction Phase Services, and Post Construction/Project Close Out Services.

Phase 1 - Post Bid/Pre-Construction Services

These services shall be performed after the bid is opened and include the following:

- Finalize contractor contract and insurance coordination;
- Finalize materials testing firm contract, resolution, and insurance coordination;
- Coordination meetings with selected contractor to review construction phasing, schedule, materials, and utility coordination;
- Stakeholder coordination meetings and support documents;
- Our inspector will provide field layout, if needed;
- Construction inspection coordination and project initiation;
- Prepare and coordinate any necessary NEPA applications and permits.

Consistent with the quick-build scope, we assume survey layout is not required for this project.

Phase 2 - Construction Phase Services

Construction Phase services will consist of project management, contract administration, construction engineering, construction inspection, and coordination of materials testing as detailed below:

Project Management:

- Chris Wall will perform construction phase project management tasks, provide project oversight assistance, project accounting, coordination with City staff, stakeholders, and businesses and for general communication during the project, including the issuance of press releases and weekly emails to the property owners and stakeholders.

Construction Administration and Engineering:

- Our construction engineering will be provided by experienced Construction Engineer, Felipe Uribe, with as needed assistance from field engineers and office technicians. Our Construction Engineer will provide contract administration, construction engineering and project oversight.
- We will set up Field Manager for the project.
- We will organize and run one preconstruction meeting and prepare meeting minutes to serve as a record of the meeting.
- We will conduct weekly progress meetings (and prepare meeting minutes) with the City-selected contractor throughout the project.
- Our Construction Engineer will interface with the public, with businesses, residents and other stakeholders including DDA and Ann Arbor departments as required during the project.
- Shop drawing review will be provided.
- Our Construction Engineer, in cooperation with our project inspectors, will coordinate and oversee the necessary materials testing and quality assurance program during the project. The City will retain the Material Testing Firm and assign a contact person to this project.
- Our Construction Engineer will review all project inspection reports, keep track of project quantities, and prepare and/or review monthly pay estimates and necessary project change orders for submittal to the City for payment.
- Our Construction Engineer will also perform wage rate interviews of the contractor(s) and coordinate with the contractor on weekly certified payrolls for compliance review if required.
- Our inspection team will stake the maintenance of traffic signs as needed for each stage and location

Construction Inspection:

- We will provide one primary inspector for the project.
- Our project inspector will keep a written “red line” copy of all field changes and completed work per City standard checklists. Typically, this is done using pdf and attached to the inspector’s daily reports. Wade Trim can provide paper copies if desired.
- We will review the City’s IDR Guidelines prior to this phase and make sure that we are meeting them during the project inspection.

Phase 3 - Post Construction/Project Close Out Services

Wade Trim will provide post construction project close out effort as follows:

- We will review the final inspection reports and final quantities of work.
- We will perform a final walkover of the project (with City if desired) and establish a punchlist of items, if required, that need to be addressed by the contractor.
- We will review/approve/deny all change order requests and prepare necessary change orders consistent with prior work directives.
- We will prepare pay estimates, as required, following the completion of the work.
- We will prepare written progress or status reports for the City as required to describe the status of the project.
- We will review final restoration for compliance with the project specifications.
- We will prepare final project close out items including closing out all permits, preparing final project change orders and pay estimates and recommendations for final payment.
- Final file purging, City file management completion, and preparation of files for archival.
- We will fill-out and prepare a Contractor Evaluation once the project is nearing close-out.

Deliverables

- Location prioritization, selection, and concept design memo (.doc)
- 30% construction drawings, quantities, and cost estimate for up to 20 quick-build spot treatment locations (CAD, PDF, .xls)
- 30% construction drawings, quantities, and cost estimate for up to 15 speed management corridors (CAD, PDF, .xls)
- Traffic analysis report and Synchro tables for up to 20 intersections (PDF)
- MDOT O260 and 5233 NEPA and project processing forms (PDF)
- Construction Bid Package including 100% plans, specifications, and estimates (PDF)
- Disposition of comments (.xls)
- QA/QC register (.xls)
- Permit applications (PDF)
- Construction reports, inspections, pay estimates, shop drawing reviews, and as-built file management (.doc, .xls)

Task 3 - Community Engagement

Our team has a long history of public engagement in Ann Arbor, through which we have gained a thorough familiarity with the Community Engagement Toolkit (CET) as well as the International Association for Public Process (IAP2). We will work closely with city communications staff to design our overall engagement approach and follow proper protocols for advertising, executing, and reporting on public engagement activities

Transportation Commission Presentation

Sam Schwartz will lead updates to Transportation Commission. Having worked with our team through the Moving Together plan and Vision Zero Implementation and Action Plan development, commission members are knowledgeable about the plan and transportation issues, and passionate about traffic safety in Ann Arbor. We will provide up to four annual updates to the Transportation Commission. We will align these meetings with key milestones in the grant delivery process to ensure that information is timely and to incorporate Commission ideas into project deliverables as appropriate. Based on the Commission's schedule, our locally based team can present either in-person or virtually.

Public Engagement

SmithGroup will lead public engagement with support from Sam Schwartz. Public engagement is essential to the success of transportation projects and affords the following opportunities: (A) raising awareness and knowledge of the SS4A program, proposed projects, and anticipated outcomes; (B) providing a means for soliciting input on existing conditions along project corridors and feedback on proposed design concepts; and (C) keeping residents, businesses, and visitors informed about construction activities and timelines. To achieve these goals, the project team proposes the following engagement tasks:



Vision Zero Implementation and Action Plan Engagement.

Develop a Public Engagement Plan

The project team will utilize the city's existing public engagement toolkit and resources to develop a concise public engagement plan that outlines an overall engagement approach, schedule, anticipated activities/methods for engaging a diverse citizenry (including hard-to-reach populations), and communication strategy. A draft document will be reviewed by the client and revised by the project team prior to finalization.

Communications Support

The project team will support the city in managing this project's communication strategy by preparing graphic notices, flyers, text for press releases, project websites, and/or social media postings. The project team will provide this collateral, but it will be the City's responsibility to post/publish final materials through identified communication channels.

Engagement Activities

The project team will conduct eight public engagement activities over the lifespan of the project. We anticipate that 4-5 of these engagements will be front-loaded during the process and align with the planning and design stages of work. A further 1-2 engagements will focus on the pre-construction period, providing a means to inform the community about the final design and construction sequencing. Last, two engagements will focus on post-construction impacts and sharing an assessment of the projects' outcomes.

While methods will be more fully explored in the public engagement plan, our team feels that there is no one-size fits all solution for community engagement. Particularly for the initial 4-5 engagements, multiple tactics should be planned and facilitated to provide people with options that work for them. Engagement tactics may include:

- ▶ In-person work sessions / open houses: These can be combined with a formal presentation. Specific feedback activities and questions for the community can be developed. Questionnaires can be used during the workshop to manage participant feedback and allow for effective summary.
- ▶ Online asynchronous workshops: this approach provides a recorded presentation of key workshop content (e.g., City YouTube channel) and digital survey tools to collect feedback (e.g., Survey123/Mentimeter, interactive mapping, virtual whiteboard activities).
- ▶ Pop-up engagements – This approach would “go to where the people are” and would be an opportunity to piggy-back on local events (e.g., Summer Festival) and/or do a pop-up engagement where there are anticipated concentrations (e.g., during a Main Street Summer Street event).

The project team will provide all workshop materials and summary documents of all public engagement activities, including an organized tabulation of all collected feedback. The City will be responsible for securing meeting space and issuing communications/notices for the engagements.

Deliverables

- › Public Engagement Plan (.doc)
- › Up to 4 presentations to Transportation Commission including presentations and meeting notes (.ppt, .doc)
- › Up to 4 in-person and 4 virtual public engagement events
- › Social media and communications collateral (.doc, .jpeg/.png)

Task 4 - Data and Analysis

Our team has helped Ann Arbor and other cities model the way for robust multimodal transportation analysis and before and after evaluation for highly visible projects. By modelling potential impacts and trade-offs and assessing them against Ann Arbor's goals – including both Vision Zero and Carbon Reduction – we will transparently communicate design decisions and identify opportunities to head-off avoidable impacts. By then evaluating the implemented Quick Build and Speed Management design treatments, we can illustrate ensuing benefits, recommend adjustments where needed, and provide justification for future improvements rooted in data. Wade Trim will coordinate before and after data collection, utilizing before data in Task 2 operational analyses, and Sam Schwartz will conduct data analysis.

Multimodal Activity and Speed Counts

At each quick build and speed management location we will collect one 8-hour activity count before and after installation. Counts will include all users and video will be available for review. We will coordinate count dates and set-ups with Quality Counts to ensure that data are relevant, complete, and are not affected by closures and other aberrations that may impact data quality. After counts will be collected at least 2 months after project installation. Where necessary, counts may be pushed into the next season to mitigate effects of seasonality on activity levels and patterns.

On each speed management corridor, we will collect one 48-hour motor vehicle speed count accounting for vehicle speeds, volumes, and classifications. Similar to the activity counts, we will coordinate schedules and set ups closely with the contractor. We will take care to select speed count locations on segments that are broadly representative of the corridor and are not adversely affected by traffic queues and driveway operations.

Demonstration Project Evaluation

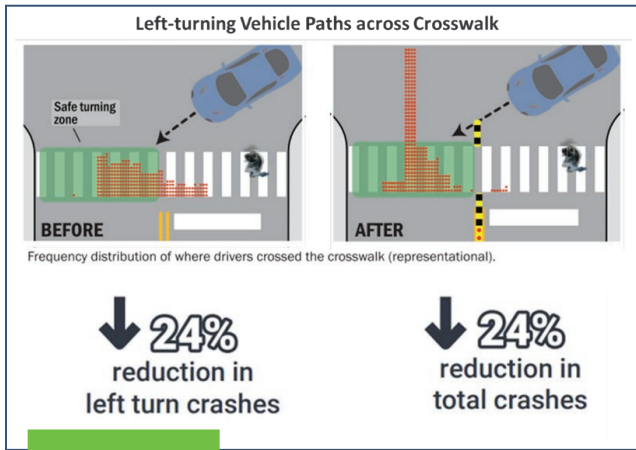
Sam Schwartz will compile all data and create evaluation templates for each program and location including multi-modal counts, motor vehicle speeds, and traffic crashes per grant requirements.

Sam Schwartz will query 12 months of traffic crash data from Michigan Traffic Crash Facts post-installation. One year of crash data will suffice for preliminary findings for the complete package of quick build and speed management locations. We will coordinate with the Near Miss Evaluation team to integrate behavioral findings into evaluation if video is collected at project sites. As more years of crash data become available, the City will be able to utilize the templates and the documented analysis methodology to update findings and refine takeaways for specific locations.

Sam Schwartz will document all methodology, analysis, and findings in a project evaluation memo, inclusive of one round of review with the City.

Deliverables

- › Up to 70 8-hour multimodal intersection counts (PDF and .xls)
- › Up to 30 2-day speed, volume, and vehicle classification studies (PDF and .xls)
- › Draft and Final Project Evaluation Memo (.doc)



CDOT Left Turn Traffic Calming Evaluation.

Table 7. Total Crash Rate by Site and Average of Rates (Crashes/Year)

#	City	State	Analysis Period (Months)		Total Crash Quantity		Total Crash Rate (Crashes/Year)		
			Before	After	Before	After	Before	After	Difference
1	St Petersburg	FL	52	39	18	13	4.2	4.0	-4%
2	Miami	FL	54	25	3	0	0.7	0.0	-100%
3	FL Lauderdale	FL	49	42	2	1	0.5	0.3	-42%
4	FL Lauderdale	FL	49	42	4	3	1.0	0.9	-13%
5	Pinecrest	FL	59	14	28	1	5.7	0.9	-85%
6	Pinecrest	FL	59	14	3	0	0.6	0.0	-100%
7	Atlanta	GA	54	42	70	77	15.8	22.0	+41%
8	Decatur	GA	47	46	11	4	2.8	1.0	-63%
9	Decatur	GA	48	47	12	15	3.0	3.8	+28%
10	Decatur	GA	48	47	11	8	2.8	2.0	-26%
11	Cambridge	MA	60	28	31	7	6.2	3.0	-52%
12	Rahway	NJ	39	18	6	2	1.8	1.3	-28%
13	Maplewood	NJ	40	31	17	9	5.1	3.5	-32%
14	NYC (Brooklyn)	NY	30	35	12	12	4.8	4.1	-14%
15	NYC (Manhattan)	NY	16	42	5	5	3.8	14	+82%
16	Tampa	FL	60	32	0	0	0.0	0.0	0%
17	New Brunswick	NJ	57	16	0	0	0.0	0.0	0%
AVERAGE SITE			48.3	32.9	13.7	9.2			
AVERAGE OF TOTAL CRASH RATES (ALL SITES) EXCLUDING HIGH AND LOW SITES							3.44	2.84	-17.3%
							2.86	1.75	-38.7%

Bloomberg Asphalt Art Safety Study.

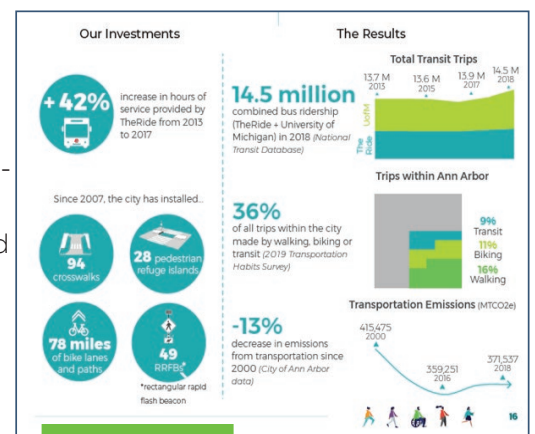
Task 5 - Reporting

Ann Arbor's demonstration projects are themselves critical investments in creating safe, welcoming, and accessible streets for everyone, but they also inform Moving Together Towards Vision Zero and the City's ongoing safety action planning efforts. Our team recognizes the value of integrating lessons learned from the process and evaluation of these safety countermeasures into routine City projects and capital programs. Scaling up quick-builds and speed management improvements will benefit from clearly communicating with the public and decisionmakers about where, how, and why these tools will be deployed.

Documenting Lessons Learned

Katherine Nickele will lead the development of the Ann Arbor Safe Streets and Roads for All Program report, leveraging our team's skills as compelling visual communicators. Sam Schwartz envisions this report as an approachable, graphical, non-technical, and public-facing addendum to Ann Arbor Moving Together Towards Vision Zero meeting all USDOT requirements. By matching into the style, tone, and content of Moving Together, Ann Arbor can demonstrate how it is building off past engagement and making progress towards its goals and commitments.

The report will incorporate all elements of Ann Arbor's SS4A grant, including Speed Management, Quick Build, and Near Miss Evaluation. The report will illustrate the continuity between Moving Together, Vision Zero Implementation, other recent City investments, and the SS4A grant from beginning to end. The report will summarize the process for how data and engagement were used to drive project selection and countermeasure and indicate the break-down of projects and investments by Moving Together equity areas and federally designated disadvantaged census tracts. Sam Schwartz and SmithGroup will collaborate on summarizing engagement and illustrating how community engagement shaped the program and outcomes. The report will discuss why certain countermeasures were selected and their efficacy in specific contexts, offering a tested and updated play-book for future projects. Evaluation results based on available severe crash data and speed and count data collected during the project will be presented for each location and package of improvements.



Ann Arbor Moving Together state of the system.

To facilitate collaboration with the Near Miss Evaluation team and the City on the program report, Sam Schwartz will develop and circulate an annotated outline prior to developing a draft for review with City staff and ultimately delivering a final report. Based on past success with the City of Ann Arbor, we will provide the final report as a PDF and set of final graphics for inclusion in powerpoint presentation, social media, and other external communications.

Deliverables

- › Lessons Learned and Action Plan Update workshop
- › Safe Streets and Roads for All Program report outline (.doc)
- › Draft and Final Safe Streets and Roads for All Program report (.indd, PDF)

05. Proposed Schedule

TASK	2024						2025						2026				2027				2028								
	Q1			Q2			Q3			Q4			Q5		Q6		Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16			
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT											NOV	DEC	
Task 1. Project Management																													
a. Bi-weekly Coordination																													
b. Progress Reports and invoicing																													
c. Prepare and Maintain Progress Schedule																													
Phase 2: Design and Construction Services Bid Package																													
a. Design Services																													
Location Selection		X																											
Concept Development			X																										
30% Design Plans								X																					
NEPA				X																									
b. Construction Bid Package Development									X																				
c. Construction Engineering and Inspection																													
Phase 3: Community Engagement																													
a. Transportation Commission Presentation																													
b. Public Engagement Meetings																													
Phase 4: Data and Analysis																													
a. Multimodal Traffic and Speed Counts																													
b. Data Analysis																													
Phase 3: Detailed Design and Engineering																													
a. Final Report																													

Key	
	Consultant Work on Identified Task
X	Review of Deliverable
+	Public Event Meeting

EXHIBIT B
COMPENSATION



Credit: SmithGroup

June 7th, 2024

City of Ann Arbor Safe Streets for All Grant Coordinator Revised Fee Proposal

Submitted to:



Submitted by:

**Sam
Schwartz**
A TYLin Company

Sam Schwartz
200 S Wacker Suite 1400
Chicago, IL 60606
(773) 305-0800
samschwartz.com



June 7, 2024

Suzann Flowers
Transportation Program Manager
City of Ann Arbor
301 E. Huron, 4th Floor
Ann Arbor, MI 48104

RE: City of Ann Arbor, Safe Streets for All Grant Coordinator RFP #24-28 – Revised Cost Proposal

Dear Suzann,

The Sam Schwartz team appreciated the opportunity to meet with you and City of Ann Arbor staff on June 4 to discuss the City's Safe Streets and Roads for All (SS4A) program and needs. The discussion clarified expectations and scope presented in the RFP and introduced additional scope associated with complementary initiatives. Based on this conversation and the City's request, the Sam Schwartz team has developed a revised cost proposal for the subject project. The revised cost proposal reflects the following updated understanding:

Base Proposal

- Design and Construction: increase in design labor to account for potential for design complexity, location changes, and FHWA coordination; increase in NEPA labor to account for potential coordination with SHPO per recent City projects and potential unknowns associated with project locations; increase in CEI labor and direct costs based on potential for construction to span multiple seasons
- Data Collection and Analysis: increase in analysis labor at all stages including detailed crash profiles for each location and more in-depth coordination with parallel Near Miss program than previously anticipated
- Engagement: increase in labor hours for supplemental stakeholder meetings and program educational materials (posters/other physical collateral) and communications over a multi-year period

Supplementary Scope

- Addition of scope for construction engineering inspection services for approximately 11 miles of protected bike lanes and 11 hardened centerline locations, resulting in new labor and direct costs

Should you have any questions about our revised cost proposal, please feel free to contact our authorized contact, Stacey Meekins 312.736.2547 or at stacey.meekins@samschwartz.com.

Sincerely,

A handwritten signature in black ink, appearing to read "S Meekins".

Stacey Meekins
Principal + National Director, Planning and Growth

Overview

Sam Schwartz is pleased to provide a revised estimate of fees to deliver the services enumerated in the City of Ann Arbor's RFP #24-28: Safe Streets for All Grant Coordinator. The costs are inclusive of labor, overhead and profit, and direct costs associated to deliver the tasks as presented in the project approach. A fee summary is provided below.

Rate schedules for Sam Schwartz, Wade Trim, and SmithGroup are detailed on the following pages. Hourly rates represent a blended rate across all four contract years. To aid the evaluation committee in assessing the proposal, names of key staff have been provided where applicable. Efforts have been made to include all staff classifications and titles pertinent to deliver the services in the RFP. Depending on project needs, additional titles may be added as the project progresses in consultation with the City of Ann Arbor project management team.

Fee Estimate Summary	
Sam Schwartz	\$397,222.75
Wade Trim	\$508,750.73
SmithGroup	\$97,162.74
Subtotal - Labor	\$1,003,136.22
Direct Expenses	\$70,500.00
Total Project Cost	\$1,073,636.22

Sam Schwartz Consulting

Title	Principal	Associate	Senior Engineer III	Senior Engineer II	Senior Planner II	Senior Planner I	Planner II	Planner I	Engineer II	Engineer I	Total - Revised
Task 1 - Project Management (Subtotal)	42	258	1	14	14	1	1	1	1	1	334
Kick-Off	6	12	1	2	2	1	1	1	1	1	28
Biweekly Meetings	24	192		12	12						240
Invoicing and Progress Reports	12	54									66
Task 2 - Design and Construction Services Bid Package (Subtotal)	8	68	58	148	32	0	0	40	560	824	1738
Design Services + NEPA	8	42	48	140	32			40	560	800	1670
Construction Bid Package		10	10	8						24	52
Construction Engineering and Inspection - Base Package		8									8
Construction Engineering and Inspection - Supplemental		8									8
Task 3 - Community Engagement (Subtotal)	24	72	0	6	14	48	0	100	0	0	264
Transportation Committee Presentations	8	16		6	6			40			76
Stakeholder Meetings	4	24									28
Public Engagement Meetings and Communications	12	32			8	48		60			160
Task 4 - Data and Analysis (Subtotal)	8	44	0	0	24	48	100	160	0	32	416
Data Collection		4								32	36
Data Analysis	8	40			24	48	100	160			380
Task 5 - Reporting (Subtotal)	8	12	0	0	8	32	40	40	0	0	140
Draft and Final Report	8	12			8	32	40	40			140
TOTAL HOURS:	90	454	59	168	92	129	141	341	561	857	2892
Direct Labor Hourly Rate (Weighted 2024-2028)	\$97.86	\$55.63	\$68.21	\$62.53	\$51.51	\$47.05	\$41.72	\$37.15	\$47.36	\$43.58	
Direct Labor Costs	\$8,807.62	\$25,254.69	\$4,024.62	\$10,504.50	\$4,738.60	\$6,068.94	\$5,882.56	\$12,666.96	\$26,571.54	\$37,345.23	\$141,865.27
Multiplier (Overhead + Profit)	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	
Total Labor Cost	\$24,661.33	\$70,713.13	\$11,268.94	\$29,412.60	\$13,268.09	\$16,993.04	\$16,471.17	\$35,467.50	\$74,400.30	\$104,566.65	\$397,222.75
Direct Expenses:											
Travel/Lodging	\$1,500.00										\$61,500.00
Quality Counts	\$60,000.00										
Total Direct Expenses:	\$61,500.00										\$458,722.75

Total Labor Cost:	\$397,222.75
Total Direct Expenses:	\$61,500.00
Total Cost:	\$458,722.75

SmithGroup

Title	Principal	Urban Planner II	Planner I / Landscape Arch. I	Civil Engineer III	Total - Revised
Task 1 - Project Management (Subtotal)	26	14	2	2	44
Kick-Off	2	2	2	2	8
Biweekly Meetings	24	12			36
Invoicing and Progress Reports					0
Task 2 - Design and Construction Services Bid Package (Subtotal)	24	22	24	30	100
Design Services + NEPA	24	22	24	30	100
Construction Bid Package					0
Construction Engineering and Inspection - Base Package					0
Construction Engineering and Inspection - Supplemental					0
Task 3 - Community Engagement (Subtotal)	82	192	168	50	492
Transportation Committee Presentations					0
Stakeholder Meetings	16	36	12	8	72
Public Engagement Meetings and Communications	66	156	156	42	420
Task 4 - Data and Analysis (Subtotal)	0	0	0	0	0
Data Collection					0
Data Analysis					0
Task 5 - Reporting (Subtotal)	4	8	12	0	24
Draft and Final Report	4	8	12		24
TOTAL HOURS:	136	236	206	82	660
Direct Labor Hourly Rate (Weighted 2024-2028)	\$80.94	\$47.83	\$36.79	\$58.86	
Direct Labor Costs	\$11,007.84	\$11,287.88	\$7,578.74	\$4,826.52	\$34,700.98
Multiplier (Overhead + Profit)	2.8	2.8	2.8	2.8	
Total Labor Cost	\$30,821.95	\$31,606.06	\$21,220.47	\$13,514.26	\$97,162.74
Direct Expenses:					\$97,162.74
Engagement Materials	\$2,500.00				
Flyers and Mailings	\$2,500.00				
Total Direct Expenses:					\$5,000.00
					\$102,162.74

Wade Trim

Title	Community Design Lead Engineer	Transportation Lead Engineer	Professional Engineer	Senior Engineer	Professional Engineer	Engineer	Professional Engineer	Construction Inspector	Professional Engineer	Total - Revised
Task 1 - Project Management (Subtotal)	12	42	12	2	42	12	42	2	2	168
Kick-Off	2	2	2	2	2	2	2	2	2	18
Biweekly Meetings	10	40	10	40	40	10	40			150
Invoicing and Progress Reports										0
Task 2 - Design and Construction Services Bid Package (Subtotal)	126	160	120	180	88	220	50	1340	310	2594
Design Services + NEPA	48	160	120	180	88	100	50	0	0	746
Construction Bid Package	8					20		40	20	88
Construction Engineering and Inspection - Base Package	40	0	0	0	0	60	0	800	180	1080
Construction Engineering and Inspection - Supplemental	30	0	0	0	0	40	0	500	110	680
Task 3 - Community Engagement (Subtotal)	0	0	0	0	0	0	0	0	0	0
Transportation Committee Presentations										0
Stakeholder Meetings										0
Public Engagement Meetings										0
Task 4 - Data and Analysis (Subtotal)	0	0	44	0	0	60	0	0	0	104
Data Collection			20			20				40
Data Analysis			24			40				64
Task 5 - Reporting (Subtotal)	0	0	0	0	0	0	0	0	0	0
Draft and Final Report										0
TOTAL HOURS:	138	202	176	182	130	292	92	1342	312	2866
Direct Labor Hourly Rate (Weighted 2024-2028)	\$88.49	\$71.08	\$52.74	\$56.66	\$48.56	\$33.75	\$52.95	\$54.11	\$66.27	
Direct Labor Costs	\$12,211.38	\$14,357.96	\$9,282.72	\$10,311.61	\$6,312.85	\$9,854.15	\$4,871.28	\$72,611.07	\$20,676.17	\$160,489.19
Multiplier (Overhead + Profit)	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	3.17	
Total Labor Cost	\$38,710.07	\$45,514.75	\$29,426.21	\$32,687.80	\$20,011.73	\$31,237.65	\$15,441.97	\$230,177.10	\$65,543.46	\$508,750.73
Direct Expenses:										\$508,750.73
Inspection costs and materials	\$4,000.00									\$4,000.00
Total Direct Expenses:	\$4,000.00									\$512,750.73