AGREEMENT BETWEEN
PARSONS BRINKERHOFF MICHIGAN, INC.,
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and Parsons Brinkerhoff Michigan, Inc., ("Consultant") a Michigan Corporation with its address at 500 Griswold Street, Suite 2900; Detroit, MI 48226 agree as follows on this _____ day of _____, 2014.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services or Systems Planning.

Contract Administrator means Eli Cooper, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means South State Street Corridor Transportation Study and Conceptual Engineering Design Plan, RFP # 891.

II. DURATION

This Agreement shall become effective on _____, 2014, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

A. The Consultant agrees to provide professional community engagement, planning and design services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

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

D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed $299, 911.54.

B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.

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

V. INSURANCE/INDEMNIFICATION

A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

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

C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees 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.

VII. WARRANTIES BY THE CONSULTANT

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

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

C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City 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 City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

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

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

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

X. ASSIGNMENT

A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

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

XI. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement 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 the CONTRACTOR, it shall be addressed and sent to:

Sarah E. Binkowski, PE, PTOE
Manager, Michigan Traffic Engineering
500 Griswold Street, Suite 2900
Detroit, MI 48226

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron
Ann Arbor, Michigan 48107
Attn: Eli Cooper, AICP

XII. CHOICE OF LAW

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

XIII. OWNERSHIP OF DOCUMENTS

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

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XIV. CONFLICT OF INTEREST

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

XV. SEVERABILITY OF PROVISIONS

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

XVI. EXTENT OF AGREEMENT

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

FOR CONSULTANT

By _____
Edwin Tatem, Its President

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By_____
Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Steven D. Powers, City Administrator

_____
Craig Hupy, Public Services Administrator

Approved as to Form and Content

_____
Stephen K. Postema, City Attorney

EXHIBIT A

SCOPE OF WORK

Task Overview

South State Street is a heavily utilized multi-modal corridor connecting the City of Ann Arbor to Pittsfield Township as well as other parts of the region via I-94. Bounded by Oakbrook Drive to the north and Ellsworth Road to the south, there are a variety of land uses along the study corridor, including Briarwood Mall and out-building retail in the northeast portion of the corridor, and several office complexes on the west and southern portions. Dividing the northern and southern sections of this corridor is I-94. The current ramp locations are close to other intersections along the corridor that provide access to Briarwood mall or large office complexes, complicating traffic operations. The goal of this project is to create a better multi-modal design of the corridor to enhance vehicle flow, improve safety, improve non-motorized connections, create an aesthetically please entrance to the City and improve sustainability.

Currently, most of the intersections along the corridor are not conventional in that they either provide direct access into an area, but not out of an area. A driveway you may use to enter the mall or the office complex in the northern part of the corridor may not always be used for the reverse maneuver. These connections can create confusion for drivers new to the area and also limit opportunities for safe pedestrian crossings. Within the southern portion of the corridor, there is a mixture of direct and indirect left-turns, which could cause also lead to driver confusion. With more than 40,000 vehicles a day that traverse South State Street, impacts to vehicular traffic have to be considered in conjunction with other modes, including transit and non-motorized. In the morning, many drivers are trying access the commercial areas in the northeast and southern parts of the corridor. In the evening, the combination of office and retail uses, and location relatively to I-94, results in relatively high traffic volumes in multiple directions (both northbound and southbound, and "inbound" and "outbound" from adjacent developments), rather than an experience with very one-directional commuter volumes.

The City of Ann Arbor and Washtenaw County have been encouraging more non-motorized travel as a means to promote a healthy lifestyle, but also to reduce dependence on motorized transportation, improve safety and reduce congestion. The City of Ann Arbor has

adopted a Complete Streets Policy to ensure that all new roadway projects consider all users of a facility, this corridor is no exception. Given the mix of land uses around the corridor and connections from north to south, all users need to be considered when looking at alternatives.

This corridor is a prime example of how improving non-motorized connections could reduce congestion along the corridor and decrease dependence on the automobile. Currently it is difficult to navigate the corridor either by walking or bicycling. It is difficult for a pedestrian to cross South State Street due to direct left-turn movements and signal timing and also difficult to move from south to north and vice versa due to the ramp configurations and lack of continuous sidewalks. Currently, there aren't any bicycle facilities along South State Street. The Non-Motorized Plan has listed South State Street as a second tier priority with a long-term goal of bike lanes. A high priority major mid-block crossing is shown near Briarwood Mall, north of the I-94 ramps.

The Parsons Brinckerhoff Team understands the issues of the lack of access and connectivity that this corridor presents and provides this comprehensive work plan to deliver a new vision to this corridor. This vision includes all modes of transportation, an enhanced entrance into the City of Ann Arbor, and sustainable elements to reduce the impact that the corridor has on the environment.

SCOPE OF WORK

This Scope of Work represents a combination of the scope of work detailed by the City of Ann Arbor in the Request for Proposal and the submission of the Work Plan detailed by Parsons Brinckerhoff. The project limits for this study is along South State Street in Ann Arbor from Oakbrook Drive in the north to Ellsworth Road in the south.

TASK 1 - COMMUNITY ENGAGEMENT AND COMMUNICATION

Effective community engagement and communication with the project team is critical to the success of any project, especially one that involves any changes to a major roadway such as South State Street. The first step in the study will be to work with the City Project Manager to identify key stakeholders. During that meeting, Parsons Brinckerhoff will work with the Project Manager to discuss expectations for community engagement throughout the project. This will include the number of meetings with the stakeholders and also the number of public meetings to elicit input on the project and the alternatives. After this initial meeting with the Project Manager, Parsons Brinckerhoff will develop a Community Engagement Plan (CEP) and submit to the Project Manager and the key stakeholders to ensure buy-in into the project. The CEP will list the stakeholders discussed and agreed upon and outline a meeting schedule for the internal team, the stakeholders, and public meetings.

Communication between the internal project team, the key stakeholders, and the general public is essential in a project like this. The Parsons Brinckerhoff Team has worked on multiple projects together where public involvement was significant to gathering ***appropriate*** input and moving a project forward.

Below is a detailed task list of elements that will be performed for the community engagement task.

1.1 Development of a Guiding Community Engagement Plan

Parsons Brinckerhoff will develop a detailed Community Engagement Plan (CEP) at the onset of the Plan effort. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact-sheets, and graphical displays.

Based upon the schedule of Plan milestones, a community engagement matrix will be developed to address methods proposed for distribution of information. The matrix will help guide and focus the various stages of the outreach effort. The City has developed a Community Engagement Toolkit (hereafter "Toolkit") that will be reviewed to shape the CEP.

1.2 Stakeholder Identification

Parsons Brinckerhoff will meet with the Project Manager to identify those key stakeholders and set up a meeting to kick-off the project. The Parsons Brinckerhoff Team will work with the Project Manager to ensure that the appropriate stakeholders are included. These stakeholders will not only include those from the City of Ann Arbor, but those of neighboring communities, Pittsfield Township, TheRide, MDOT, University of Michigan, Washtenaw County Road Commission (WCRC),and the Washtenaw Area Transportation Study (WATS) and major stakeholders that are within the corridor. Also, it is important to consider other stakeholders including major landowners, key businesses, home owners, and any type of advocacy groups. Of key concern in this project is the inclusion of those individuals and interests covered by the Americans with Disabilities Act (ADA). Specific efforts will be made to identify, contact, and involve existing and potential travelers along the Corridor.

1.3 Public Meetings and Schedule

Parsons Brinckerhoff will have two public meetings through this project, the first to introduce the project, understand the issues and concerns, and to present the preliminary alternatives. Evaluation criteria and comments on the purpose and need will also be presented. The second public meeting would present the preferred concept and ask for additional feedback on the selection. As part of the development of the CEP, Parsons Brinckerhoff will work with the Project Manager on the location and times of the Public Meetings. It is important to let the public know that their feedback is being used in the process to help inform the decisions. A series of interactive boards will be used during

the meetings to elicit feedback. Parsons Brinckerhoff will work with the internal project team on the boards and any questionnaires that may be developed. This information would also be available on the City of Ann Arbor website, as well as any other documentation that the City would find useful.

During that first kick-off meeting with the City Project Manager, we will discuss different tools that are available to get the information out regarding the public meetings and also materials. This could involve the use a changeable message signs (CMS) along the corridor informing the public of a public meeting or a website. Parsons Brinckerhoff has used CMS for projects such as the Washtenaw Avenue Access Management Plan and the State Road EIS and found that it informs commuters along a corridor that may not know of the study. Fliers could be developed and distributed to local businesses and also posted with TheRide and UM busses. Another application that has gained momentum in the last few years is the development of a mobile app to allow people to provide feedback.

1.4 Plan Website

A Plan website hosted on the City's web page will be managed by the City and utilized as one means of providing the community with information about the Plan. It may also possibly be used to solicit information on Plan issues. Parsons Brinckerhoff will provide content on a regular basis for the City Project Manager to review and then have included as updates in the Plan's website.

1.5 Progress Meetings with City Staff

Parsons Brinckerhoff will meet with City Project Manager on a monthly meeting, either in person or via teleconference. Face-to-face progress meetings are to occur every other month with teleconference calls between the face-to-face meetings. Up to seven (7) face-to-face progress meetings with be held with City staff, which includes a project initiation meeting at the beginning of the project. Written progress reports shall be prepared for such meetings.

Task 1 – Community Engagement and Communication Deliverables

1. Community Engagement Plan including Stakeholder Database
2. Content to be furnished for Plan Website on a Regular Basis
3. Materials prepared for a minimum of Two Community Engagement Meetings and one business stakeholder meeting on the same day as a Community Engagement Meeting.
4. Progress Reports prepared for Meetings with City Project Manager

TASK 2 – PRIOR WORK REVIEW, DATA COLLECTION, AND TRAFFIC ANALYSIS

A significant amount of prior planning efforts have already been conducted that impact the Corridor. A listing of prior studies was described in the Request for Proposal. This task encompasses a large amount of data gathering and the beginning of the basis for the analysis that will be used in Task 3.

In those studies, or through other sources, much data related to the Corridor exists. The reports and anticipated outcomes reflect assumptions underlying the various analysis tools, techniques and perspectives.

- Sample data to be made available includes:
- Existing, traffic data from WATS (Washtenaw Area Transportation Study) with some recent analysis of certain intersections along the Corridor
- Land use and development data
- All previous applicable studies
- Existing data from the City's GIS system including two foot contours, locations of City sanitary sewers, storm sewers, and water mains, 2012 aerial photography, parcel lines, etc. Parsons Brinckerhoff will verify accuracy of any data so provided.
- 2014 PCI ratings for pavement in the Corridor
- Engineering plans from the recent construction of a roundabout at the intersection of South State Street and Ellsworth Road as well as intersection improvements at South State and Airport Blvd / Research Park Drive.

Parsons Brinckerhoff will review all such information and then perform additional traffic analysis and topographic and other data collection sufficient to allow a professional transportation analysis of the Corridor and to prepare an accurate Base Plan for use in development of the Conceptual Engineering Plan.

Below is a description of the tasks that our team envisions to be the most critical elements of this task.

2.1 Review of Goals and Objectives from Prior Studies

A significant amount of study has already been undertaken which include this corridor, and all of that information will be utilized throughout this project. These studies include the Ann Arbor Transportation Master Plan Update, which Parsons Brinckerhoff was involved in the development. This Plan reviewed several roadway options along the corridor, however, lacked some of the multi-model aspects and land use concepts that have been developed further since the Plan was completed.

The first step will be to review the goals and objectives from prior studies that have been conducted. These goals and objectives will also be compared with the feedback that is received from the key stakeholders established in Task 1 as well

as the public through public meetings and input collected from the website. The goals and objectives will be presented to the key stakeholders and public at the second set of public meetings and also utilized to develop the evaluation criteria that will be used to select a preferred alternative. These goals and objectives will also be compared to the existing and future conditions of the corridor, which is detailed in the next subtask.

2.2 Analysis of Existing Traffic Conditions and Performance of Additional Traffic Data Collection

The second subtask will be to evaluate the existing traffic conditions. The first step will be to review the existing data that has been collected. As part of the Transportation Master Plan Update, traffic counts were taken at all the signalized intersections during the AM and PM peak periods. However, mid-day counts were not taken. The first meeting with the City Project Manager will include review of the data collection plan. Currently, it is assumed that all new traffic counts will be collected along the corridor, including AM, mid-day, and PM peak period counts. These counts will include heavy vehicles, pedestrian, and bicycle use along the corridor. Approach counts will be taken at several of the intersections near Briarwood Mall during the weekend or holiday. As part of the existing conditions analysis, a crash analysis will be conducted for the corridor to determine if there are any critical intersections or segments. The purpose is to identify any existing deficiencies and make recommendations, but also use this information to determine if an alternative will impact the deficiencies.

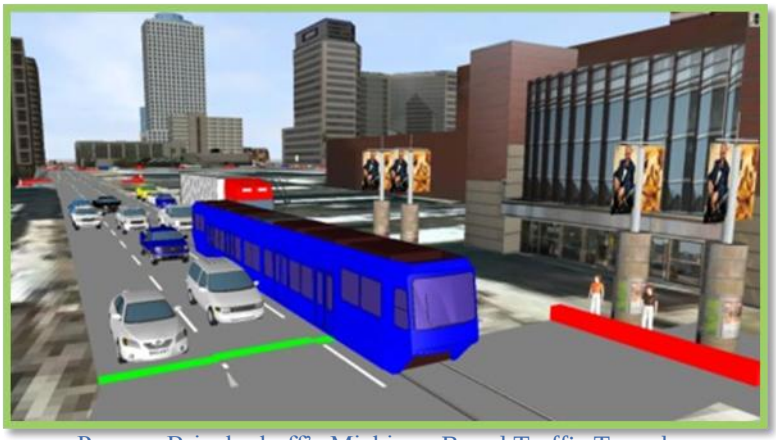
Recent studies have shown that improvements to non-motorized facilities along a corridor (and within a community) can reduce the amount of motorized travel by eliminating some short-distance trips. This corridor is a prime example of how an improvement to non-motorized facilities could reduce motorized trips along the corridor. Currently, it is difficult to not only cross I-94 from the south to the north, but also it is difficult for pedestrians to cross from one side to the other (for example, an office working crossing South State Street to go to Briarwood Mall for lunch). This task will document the current non-motorized facilities and the areas where it is important to have better non-motorized connections between land uses.

A review of the existing transit services and infrastructure along the South State Street corridor will also be conducted. The review will focus on TheRide local bus services operating in the corridor. Currently five routes (6A, 6B, 6C, 7, and 36) serve the South State Street corridor area. Parsons Brinckerhoff will review the existing alignments, service frequency and span, and transit infrastructure (including shelters, benches, and pedestrian connections) for these routes. In addition, Parsons Brinckerhoff will examine proposed alignments and improvements planned in the recently completed TheRide Five-Year Transit Improvement Program, and discuss with TheRide these and any other plans and

proposed changes to service or infrastructure in the corridor, including any improvements in the corridor identified in the *TheRide Five-Year Transit Improvement Program*. The end result will be an in-depth summary of the existing and proposed future transit services and infrastructure in the South State Street corridor.

There are various roadway users along the corridor and each will be impacted differently by the various corridor concepts to be investigated as part of this project. While typical empirical analysis tools, such as Synchro and the Highway Capacity Software, provide good measures of effectiveness for passenger car vehicles, limitations exist in reporting impacts to other modes like transit and non-motorized. Limitations also exist with complex signal operations, complex geometrics, and/or saturated conditions with empirical tools.

Because of these limitations, the Parsons Brinckerhoff Team is recommending the use of the microsimulation model VISSIM. Microsimulation models explicitly model traffic movements based on geometric parameters, traffic volumes, vehicle types, intersection control, and driver/pedestrian behavior. VISSIM is an ideal tool for testing and comparing alternatives to determine the most effective combination of elements in facilitating traffic flow. In addition, the sensitivity of the VISSIM model allows the user to test more subtle changes to the roadway system, such as adjustments in traffic signalization, addition or removal of driveways and access points, changes in transit operations, complex geometrics, and others. VISSIM is best applied for high-resolution operational analysis, where the nuances of the scenario to be tested fall outside of the capabilities of the previously described empirical software packages. This may include complex signal timing/operations, complex geometrics (roundabouts), traffic flow and interaction through closely-spaced intersections, transit operations, and the interactions between non-motorized and motorized modes of travel.



Parsons Brinckerhoff's Michigan-Based Traffic Team has Experience in Modeling a Wide Range of Scenarios, Including Curb-Running Streetcar on Woodward Avenue in Detroit, the Cincinnati Streetcar, and a Proposed Bus Rapid Transit (BRT) Line in Grand Rapids.

VISSIM assesses the roadway network in a dynamic fashion, instead of analyzing each intersection or each roadway segment in isolation. VISSIM can provide Measures of Effectiveness (MOEs) such as vehicle/person delay, density, travel time, number of stops, queuing, and fuel consumption on a network-wide basis, so that the effects of improvements at a single location may be measured throughout the network. VISSIM also can generate 3-D visualizations which are a powerful tool for public meetings and generating stakeholder consensus.

Parsons Brinckerhoff's Michigan based staff have extensive experience with VISSIM, both locally and on projects throughout the world. Most recently, Parsons Brinckerhoff has begun a VISSIM analysis for MDOT to determine the operational impact of adding hard shoulder running lanes on a portion of I-96. Parsons Brinckerhoff has also conducted VISSIM analyses on projects such as the Woodward Avenue LRT project in Detroit, construction staging impacts along M-102, the Silver Line BRT project in Grand Rapids, and analysis of capacity and safety improvements along US-24 in Southfield. Our proposed task lead Matt Hill has provided VISSIM training to MDOT and to Parsons Brinckerhoff staff throughout the country, and has led microsimulation application projects as far away as the Kingdom of Bahrain. Sidra, a macroscopic roundabout software, will be utilized to determine gap acceptance and laneage requirements for any proposed roundabouts.

Parsons Brinckerhoff also utilizes a calibration tool for modeling roundabouts in VISSIM to confirm the anticipated capacity of the roundabout in VISSIM is consistent with the latest research in the 2010 Highway Capacity Manual when looking at the capacity of entering vehicles on an approach versus the total conflicting volume within the roundabout for single and two-lane roundabouts.

Parsons Brinckerhoff will collect six (6) weekday turning movement counts at various signalized intersections along the corridor and three (3) seven (7) day approach counts at various intersections along the corridor to capture weekend fluctuations.

2.3 Physical Feature Data Collection and Analysis

This subtask involves reviewing the existing survey and GIS data that is available to the team and determining the appropriate survey that is needed for this study as well as the design phase that would come after this study.
Given the importance of community involvement in this project, SSI (a subconsultant to Parsons Brinckerhoff) will utilize Mobile LiDAR to provide a comprehensive 3D point cloud model of the corridor. The point cloud will allow the general public and stakeholders to view the corridor in 3D which will provide them an understanding of the project as a whole. This will also allow the community to see proposed plans and offer input in the planning process.

To accomplish this task SSI will perform an uncontrolled scan of the project corridor utilizing their Riegl VMX Mobile LiDAR system (MoLi). MoLi is capable of collecting over 600,000 point/sec using two 360 degree field of view (FOV) sensors. The system also boasts Class 1 Eye Safety rating for its lasers and is synchronized with Ladybug5 spherical imagery system. The combination of components results in an extremely detailed and accurate point cloud model. Most importantly, MoLi increases safety by allowing data collection at near highway

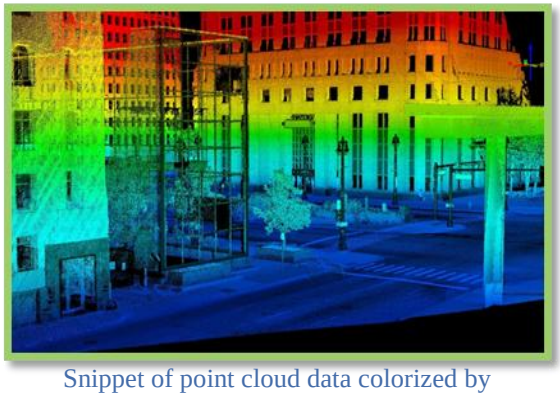
speeds which is especially important due to the high traffic volume throughout the project corridor.

SSI will plan to "over-collect" the project by scanning at least ½ mile south of the southern limit, ½ mile north of the northern limit, and several hundred feet east and west down each side road. This will allow the project team to have additional data available should the future need arise as it does not cost much at all to simply turn the MoLi on sooner and to turn it off later. This data will not be processed but will be available for future purposes.
Once the acquisition process is complete SSI will process the data and deliver the 3D point cloud. Without control, the scan data will have relative accuracies of 2mm and absolute accuracies of 1-2cm similar to conventional surveying in the horizontal component and in the 3-5cm range in the vertical component. We understand that the vertical component will not be accurate enough for design but it will be accurate enough for Task 1 purposes.

The resultant point cloud will become a major asset in during the planning and design process of the project. Everything within the project corridor will be collected and on the project coordinate system. This point cloud can be imported into standard AutoCAD software as a background of the project model, etc.

The spherical imagery collected will also be a great asset to the project. SSI will set the Ladybug5 system to fire at 25' intervals which will result in (6) – 5MP images every 25' from different perspectives. This technology is cutting-edge and is some of the most powerful imagery hardware and software on the market today. The resultant deliverable is similar to Street View imagery in Google Earth but more powerful. The imagery we collect has a resolution that is several times better than Street View and our simple html output will allow any user to open it, pan around in it, zoom in/out, toggle in Google Earth where they want to be within the imagery, etc. It is very powerful and there is only one other system like this in use in the U. S. as of right now.

SSI's MoLi Unit


Snippet of point cloud data colorized by elevation

Public utilities, such as DTE and Comcast, will be located within the Corridor. All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual.

2.4 Soil Analysis

Parsons Brinckerhoff shall review existing soil survey information and available soil boring logs and depict locations of any such borings on the Base Plan (see Task 3).

2.5 City Staff and Project Team Coordination and Technical Report Generation

Meeting(s) shall be held with the City Project Manager and other appropriate City Staff to review data collected, traffic analysis techniques and results, model inputs, and other details necessary to accomplish this task. A technical memo/report will be developed as part of this task to document the data collected, existing conditions, the calibration of the VISSIM model, as well as details about the survey and soil boring analysis. Information shall also be developed into materials suitable for use in engaging the community at public information meetings.

Task 2 - Prior Work Review, Data Collection, And Traffic Analysis Deliverables

1. Initial Report summarizing and evaluating prior planning and transportation engineering efforts in the Corridor with a synthesized set of Goals and Objectives for this Plan
2. Preparation of a Traffic Analysis Report for existing vehicular and non-motorized conditions in the Corridor including results of any additional traffic analysis data collection undertaken
3. Completion of data gathering and supplemental surveying needed for preparation of Base Plans
4. Preparation of materials summarizing technical findings into reports for City Staff as well as in a form suitable for use at community engagement meetings.

TASK 3 – PREPARATION OF BASE PLANS

SSI will be responsible for compiling all available survey and GIS data and merging it with supplemental data to produce an overall Base Plan that is compliant with the requirements below, which include:

- Pavement (including geometrics and lane markings)
- Right of way lines
- Driveways
- Sidewalks

- Bicycle facilities
- Transit elements (bus stops, etc)
- Traffic signal locations Pedestrian crossings and signals
- Trees shown on the City Tree Inventory
- Traffic Signage Locations of and logs for all existing soil borings
- Location of existing utilities (overhead and underground) including sanitary sewers, stormwater pipes and ditches, water mains, gas and electric mains, light poles, etc as well as related appurtenances such as manholes, catch basins, and fire hydrants; it is not necessary to show utility depths or provide any profile plans for same

Snippet of point cloud data with real world color

- Topographic contours at a minimum of 2 foot contour intervals (to be supplemented by spot elevations where deemed necessary to adequately prepare Conceptual Engineering Design Plans)
- Existing buildings, parking lots, and other similar improvements located within 25 feet of the right of way which might potentially be impacted by proposed improvements; such improvements may be digitized from existing information except where Parsons Brinckerhoff is unable to determine potential impact without field gathered survey information
- Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).
- The City is using AutoCAD 2013 Civil 3D (C3D) and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes:

SSI would begin Task 3 by establishing control needed for the supplemental surveying and control needed to control the previous scan completed in Task 2. SSI would then plan to recycle and adjust the scan completed in Task 2 to control to generate an adjusted point cloud that in now design-grade accurate in the vertical component. SSI would bring in the adjusted point cloud data into a drawing that contains all available existing data. This is the most cost-effective and efficient method of assessing the accuracy of the existing data, evaluating the completeness of the existing data, and to provide any supplemental survey data/topographic features needed as outlined in the Task 3 requirements. Any items that were previously extracted from the previous "Uncontrolled" point cloud can easily be recycled by simply draping the features/linework onto the final adjusted point cloud. NOTHING is wasted.

The ROW calculations will also be included in this task. SSI will initially perform a legal research of the project corridor. SSI has specialized staff members that perform this task on a daily basis. Once all of the legal research has been completed, SSI will then perform a field

reconnaissance of the project area to locate any field monumentation including section corners, plat corners, property controlling corners, and existing property irons. SSI will utilize this information in conjunction with the legal information to develop the existing ROW for the corridor. The ROW will be shown on the project coordinate system and included in the Base Plan deliverables.

Task 3 – Preparation of Base Plan Deliverables

1. Base Plan depicting all existing Corridor improvements as specified

TASK 4 - PREPARATION OF ALTERNATIVE CONCEPTUAL PLANS

The purpose of this Task is to develop conceptual plans for three (3) alternatives as outlined in the RFP and analyze each of those alternatives against a no-build option. The first step is to establish the no-build alternative; this is to define the anticipated growth rates along the corridor, identify any changes in land uses, changes in transit service along the corridor as identified in Task 2 and also desired improvements to non-motorized. Below is a detailed descriptions of the subtasks included.

4.1 Travel Demand Forecasting

The first subtask is to determine the future year traffic growth utilizing the Washtenaw Area Transportation Study (WATS) travel demand forecasting model. Parsons Brinckerhoff staff has worked with WATS staff on several projects using the TransCAD based model. The first step is to review the existing and future year socio-economic information that is contained with the model and ensure concurrence of the data. This will include reviewing population and employment information around the corridor. The WATS model will be run for each of the four scenarios. Reliance on the WATS Travel Demand model, or equivalent tool, and data inputs is a necessary component of forecasting future transportation system conditions. The project is intended to fit within the framework of the Regional Long Range Transportation Plan.

4.2 Development of No-Build Scenario

This subtask will evaluate the future no-build scenario, where the roadway cross-section will remain as it is today. VISSIM will be utilized for all alternatives. Minimal improvements may be suggested to the no-build alternative, where the cross-section will remain the same, but improvements such as additional non-motorized crossings, and the possible additional of the Connector will be reviewed and evaluated.

4.3 Development of Boulevard Design Scenario with Indirect Turns

The next three subtasks will evaluate each of the alternatives listed in Task 4.3 through Task 4.5, including a concept with Michigan indirect left-turns, a boulevard scenario with roundabouts, and an additional alternative. This third alternative will be developed by staff within the project team and submitted to the City for review before evaluating. Parsons Brinckerhoff has worked on various projects within Michigan developing concepts, such as in the City of Pontiac for Woodward Avenue and the I-375 Alternatives Study. Each of these concepts will be drawn out conceptually within AutoCAD to determine the amount of right-of-way that may be needed and determine a preliminary cost estimate. The team will also address utility impacts and suggest possible relocations. Any widening of the corridor will impact drainage as well; Parsons Brinckerhoff staff will evaluate the impact and also propose how stormwater can be managed in compliance with City of Ann Arbor codes. In addition to cross-sections, preliminary plan concepts, one (1) before and after photo-morphs will be developed for each of the alternatives to show the impact that each alternative would have visually.

The City of Ann Arbor recently adopted a Complete Streets Ordinance as well as a Green Streets Policy. As indicated earlier, incorporating and enhancing non-motorized aspects into each of the alternatives is required and desired by the City and the residents. Also, incorporating low impact design ("LID"), low energy use lighting, and sustainable practices is also required and desired by the City and resident.

The team will also make recommendations for accommodation of transit for each of the proposed alternative conceptual plans developed for the study. This task will consider how each concept that is developed impacts transit operations, transit infrastructure, and pedestrian connections to transit infrastructure, as well as how changes to transit service in the corridor might enhance overall transportation performance in the corridor. The transit recommendations will consider both existing TheRide bus service serves the corridor and high-capacity Ann Arbor Connector service.

Before and after photo-morph for Pontiac Livability Study with a new entrance into downtown via Saginaw Street

Future transit conditions will be taken from the *TheRide Five-Year Transit Improvement Program* and the *Ann Arbor Connector Alternatives Analysis Final Report*. The Ann Arbor Connector is of particular interest to the South State Street Corridor Study because it will likely require right-of-way for stations and, depending on mode, also for exclusive transit lanes and overhead catenary wire, support structures, substations and other infrastructure to support electric streetcar operations. The findings of the alternatives analysis will be carefully

reviewed and recommendations will be incorporated into this study.

Overall transit recommendations for each alternative will consider the location of TheRide stops, Connector stations, and transit lanes. The connection of these transit facilities to other modes (specifically bicycle and pedestrian modes) will be vital towards supporting a complete streets concept for the South State Street corridor.

The I-94 interchange configuration will be considered with each alternative development. The Transportation Plan Update identified insufficient capacity with the existing configuration and it proposed improved operations with a Single Point Urban Interchange (SPUI) design. This may or may not be considered a reasonable alternative. The preferred configuration might be a SPUI, tight diamond, diverging diamond, or other that fits future traffic demands. Parsons Brinckerhoff will not design the interchange itself, different configurations for the interchange will be modeled for each design scenario to determine the preferred interchange design for each. The preferred interchange configuration will be shown schematically to facilitate community understanding.

Typical cross sections for this (and tasks 4.4 and 4.5 below) will be drafted to accurately illustrate the comprehensive (Complete Streets and Green Streets) nature of the design and provide a sufficient basis to understand proposed lane configurations and geometries. No cross-sections are expected for any of the interchange quadrants.

The projected need for any additional right of way to accomplish this design (as well as that for tasks below) will be identified.

4.4 Development of Boulevard Scenario with Roundabouts

A second alternative shall establish a boulevard design while relying on modern roundabouts at key intersections. The I-94 interchange should be considered at a minimum as a possible diamond interchange with roundabout terminals. The same work plan that was described for Task 4.3 will be utilized in Task 4.4.

4.5 Development of Optimal Use of Right of Way Scenario

A third alternative will be developed which utilizes the area in the right of way to provide the best combination of mobility and access for all modes of transportation. The same work plan that was described for Task 4.3 will be utilized in Task 4.4.

4.6 Other Traffic Considerations

Besides the I-94 interchange discussed above, there are two transportation elements currently contemplated as long term improvements in the project area

that have the potential to significantly affect the Corridor. Although these features are not part of the conceptual design of the Corridor, it is important to understand how they may impact traffic patterns along the corridor.

The elements are a) the extension of Oakbrook Drive easterly to South State Street and b) the south leg of the Ann Arbor Connector.

a) The Oakbrook Extension has been seen as a route that allows for alternative access to and from the Corridor. It is important to understand if the impact of completing this link has a material effect on the design of improvements recommended from this Plan. While an actual conceptual design for the extension of Oakbrook Drive west of State Street to connect to existing E. Oakbrook Drive is not part of this Plan, it should be modeled to ascertain if that improvement is a necessary component of providing adequate transportation operations in the Corridor in the future.

b) The Ann Arbor Connector is a conceptual high capacity public transportation system that will serve the Corridor. Recognizing that the Ann Arbor Connector is being designed with capacity and operations characteristics that provide substantially better public transportation service, the implications of the enhanced transit on system demands is another sensitivity test that is needed to fully understand possible future conditions along the corridor.

4.7 Development of Estimates of Probable Cost

Type	Measure	Alternative 1 (4 Lane Road -rebuild as existing)	Alternative 2 (4 lanes with 5-ft sidewalks)	Alternative 3 (4 lanes with pedestrian /transit enhancements)	Alternative 4 (3 lanes with bike lanes)	Alternative 5 (3 lanes with bike lanes and right-turn lanes at Adams)
Land Use	Nature of the corridor complements the Land Use (east of Adams)	○	◒	◒	◒	◒
	Nature of the corridor complements the Land Use (west of Adams)	◔	◒	◒	◒	◒
	Right of Way (ROW) Acquisition	●	●	●	●	●
	Impact to Trees/Greenspace	●	◒	◒	◒	◒
	Distance between Sidewalk and edge of the ROW	●	○	○	○	○
	Consistent with the City's Master Plan	◒	◒	◒	◒	◒
	Parking Impacts	●	●	●	●	●
Vehicular (Automobiles, Trucks, and Transit Buses)	Delay	◒	◒	◒	○	◔
	Travel Time	◒	◒	◒	○	◔
	Speed	◒	◒	◒	◔	◒
	Safety	◒	◒	◒	◒	◒
Pedestrians/ Transit Users	Crossings per Mile	◔	◔	◔	◔	◔
	Pedestrian Crossing Design	◒	◒	◒	◒	◒
	Distance between Curb and Sidewalk & winter maintenance	◒	◒	◒	●	●
	Level of Service	◒	◒	◒	◒	◒
	Safety	◔	◔	◒	◒	◒
	Transit Amenities	○	○	◒	◒	◒

Highest Ranking ● ◒ ◓ ◔ ○ Lowest Ranking

Sample of Evaluation Criteria used for East Maple Road Complete Streets

Parsons Brinckerhoff will prepare conceptual level estimates of probable cost for the four alternatives. While a more detailed estimate will be prepared for the chosen alternative in Task 5 (Conceptual Engineering Design), this task is intended to be utilized as part of the cost-benefit component of the evaluation of the alternatives.

4.8 Development of Evaluation Criteria

The development of evaluation criteria is essential in the selection of the Preferred Alternative. Evaluation criteria will be developed the Parsons Brinckerhoff Team and then presented to the City Project Manager for review. These evaluation criteria will also be presented

to any Steering Committee and key stakeholders to create buy-in. The evaluation criteria should be based on the goals and objectives of the study (or the purpose and need). For example, if one of goals is to improve non-motorized connections along the corridor, one of the evaluation criteria should evaluate the additions of sidewalks, ease of crossing the I-94 interchange, and any improved pedestrian crossings. Weighting of criteria and the measures will also be discussed. Are there some elements that should be weighted more than other elements? Should cost be included in the evaluation or considered a separate item that will be included in the evaluation later. Trade-off between elements will also be listed for each of the alternatives for each of the elements. For example, a five lane roadway provides the best access for motorized vehicles along the corridor and may have enough existing right-of-way to provide buffered bicycle lanes, but also increases the distance that a pedestrian has to cross the street. There may be ways to mitigate these trade-offs, which will be explored for all the alternatives.

4.9 Selection of Preferred Alternative

Once the evaluation criteria have been established, each of the alternatives will be scored against each other. There are several ways to score and present the evaluation criteria. Typically, a numbering system is developed to score the alternatives which are determined by the entire project team. The scoring can be converted to a different system based on preference. For the East Maple Complete Streets, a numeric scoring system was developed internally and a graphical representation was developed for the public. Once a Preferred Alternative is determined by the Parsons Brinckerhoff Team, it will be presented to the City Project Manager, Steering Committee, key stakeholders, and also at a public meeting.

Task 4 - Preparation of Alternative Conceptual Plans Deliverables

1. Plans Depicting Four Alternative Conceptual Design Scenarios
2. Travel Demand Forecasts with Sensitivity Testing
3. Estimates of Probable Cost For the Four Alternatives
4. Evaluation Criteria Tools for Selection of Preferred Alternative
5. Selection Report Setting Forth Preferred Alternative and Rationale For Same

TASK 5 –DEVELOP CONCEPTUAL ENGINEERING DESIGN PLANS AND FINAL SUMMARY REPORT

Once the preferred alternative has been determined and approved by the City of Ann Arbor, conceptual engineering design plans will be developed within AutoCAD. The goal of this design is to provide a 30-percent plan that achieves the following:

-
- To demonstrate engineering feasibility of the proposed alternative

- To assess how and to what degree Complete Streets and Green Streets goals can be implemented
- To identify anticipated needs (if any) to acquire additional right of way to implement the preferred alternative
- To identify any public infrastructure that will need to relocated or otherwise modified in the area of the project
- To identify significant anticipated impacts on parcels abutting the Corridor, particularly identifying any parcels that will be uniquely impacted
- To provide additional detail needed to prepare a more accurate Estimate of Probable Cost for the preferred alternative to enable more accurate projections of capital improvements needed in the Corridor

The subtasks are detailed below.

5.1 Prepare Conceptual Engineering Design Plan for Preferred Alternative
Plans shall be prepared on the Base Plan created in Task 3. Preferred scale is 1" = 20'. Maximum permissible scale shall be 1"=40'. Early Preliminary Design Plans shall include elements such as:

- Cover sheet and general notes
- Plan view with elements including, but not limited to, proposed pavement geometrics and pavement markings, traffic signal locations, locations of existing and proposed non-motorized facilities including such elements as sidewalks, crossing signals, crosswalks, pedestrian refuge islands, and bicycle lanes, and depiction of any proposed utility relocations
- Early preliminary design to demonstrate how stormwater could be handled in compliance with City's Green Streets policy and other applicable City codes and standards related to stormwater
- Typical cross sections at key locations
- Early preliminary profile for the proposed road centerline, boulevard edges (if applicable), face of curb, and right of way line to demonstrate feasibility of the proposed conceptual design
- Identification on the plan view of any areas where it is anticipated that acquisition of additional permanent right of way would be necessary; plans need not identify areas where temporary grading easements might be needed as such identification assumes engineering detail beyond the scope of this task

5.2 Preparation of Refined Preliminary Estimate of Cost

The Estimate of Probable Cost developed in Task 4 shall be further refined based on additional detail developed in the Conceptual Engineering Design Plan. It is understood that this estimate will represent a planning level of cost only.

5.3 Preparation of Final Summary Plan Report

A final report will also be developed as part of this task. The final report will summarize the alternatives that were developed, the established evaluation criteria, and the ultimate selection of the preferred alternative. The document will also address the impacts to all types of users of the system, motorized, transit, and non-motorized and also how Green Streets goals can be implemented. Discussion should address identified challenges to implementation of that alternative (such as need for acquiring additional right of way) and set forth the Probable Estimate of Cost. Draft documents will be provided electronically. Once comments have been received, final documents will be developed. Electronic copies of the plans will be submitted based on the specifications outlined in the RFP. Five (5) hard copies and an electronic PDF version of the final report will be provided to the City of Ann Arbor at the completion of the project.

Task 5 – Conceptual Engineering Design Plan and Final Summary Plan Report Deliverables

1. Conceptual Engineering Design Plans for the Preferred Alternative
2. Final Summary Plan Report including Estimate of Probable Cost

SCHEDULE

Below is an illustration of a proposed schedule for the South State Street project.

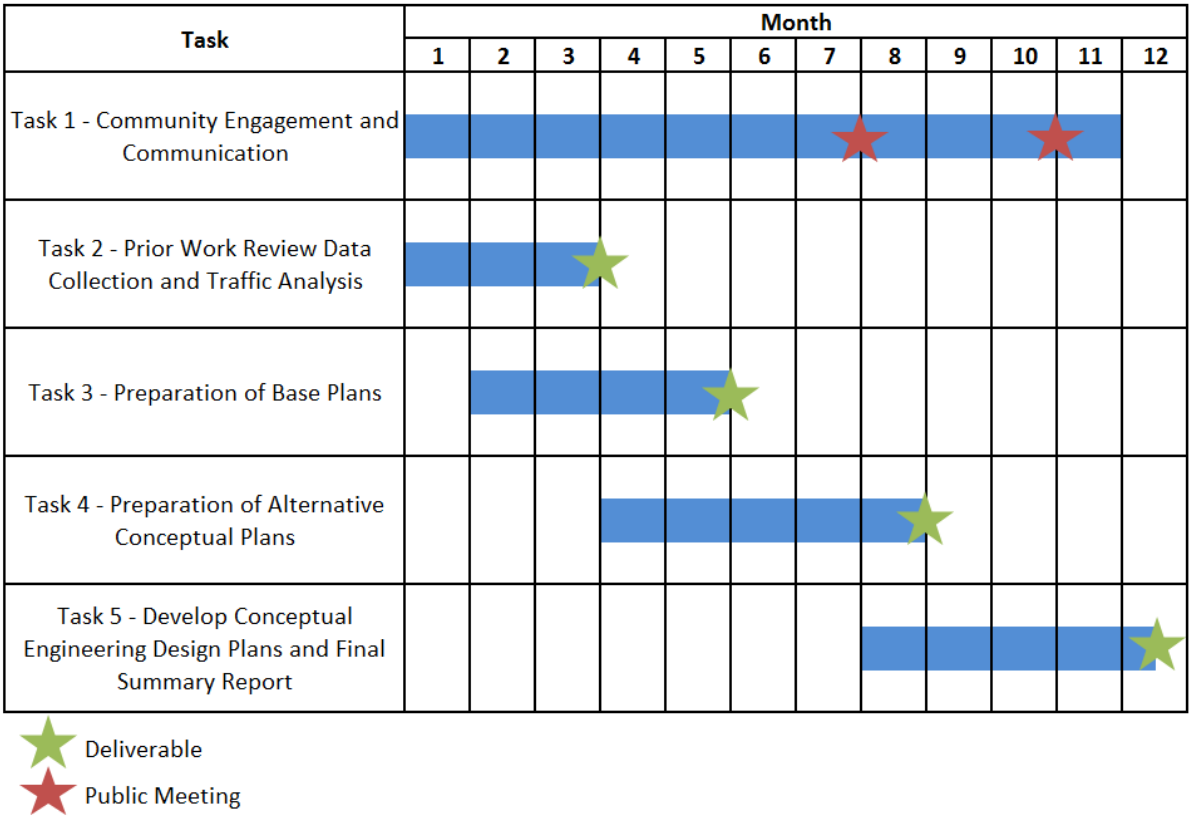


EXHIBIT B
(Fee Proposal)

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall have the insurance required below and shall provide certificates of insurance to the City on behalf of itself and, when requested, any subcontractor(s).

A. The Consultant shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Consultant and its employees in an amount not less than $1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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 or current equivalent. There shall be no added exclusions or limiting endorsements. 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 A.3 and A.4 above 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. Further, the Consultant agrees to waive any right of recovery by its insurer against the City.

C. Documentation must demonstrate an unconditional 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; 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 City, in its sole discretion; (c) that the policy conforms to the requirements specified. A certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.