

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
WADE TRIM ASSOCIATES, INC.
AND THE CITY OF ANN ARBOR
FOR ENGINEERING DESIGN SERVICES**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Wade Trim Associates, Inc. ("Contractor"), a Michigan Corporation, with its address at 25251 Northline Road, Taylor, Michigan 48180. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

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

Contract Administrator means Nicholas Hutchinson, City Engineer, 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 and delivered to City by Contractor under this Agreement.

Project means State and Hill Streets Improvements Project, RFP No. 21-27.

II. DURATION

Contractor shall commence performance on January 2, 2022 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide professional consulting engineering 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 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. The Contractor 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies

applicable to independent contractors.

- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) 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. INDEPENDENT CONTRACTOR

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 will be 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.

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.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor 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 Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The 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 set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, 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 the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. 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 subcontractor(s) (if any).

- B. Any insurance provider 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, 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 Contractor or its employees and agents occurring in the performance of or breach in 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 or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 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. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor 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.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The 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. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has 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.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor 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 Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The 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, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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. 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 thirty (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 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/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 agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights 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, in one or more instances, 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 effect its right to require strict performance of this Agreement.

XIII. 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 the CONTRACTOR, it shall be addressed and sent to:

Wade Trim Associates, Inc.
ATTN: Christopher E. Wall, P.E.
25251 Northline Road
Taylor, Michigan 48180

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

City of Ann Arbor
ATTN: Nicholas Hutchinson, City Engineer
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

XIV. 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.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the 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 the 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 Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. 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. The City's prospective consent to the 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, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the 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.

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the 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, of any kind or nature, 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 form. 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 the 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.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Christopher E. Wall
Its Vice President

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy, Public Services Area
Administrator

Milton Dohoney Jr., Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall provide all items listed in the Scope of Work for RFP (Request for Proposal) #21-27 and the Wade Trim Associates, Inc. Proposal to RFP #21-27. Both of these documents are included below.

RFP No. 21-27 – SCOPE OF SERVICES

The City of Ann Arbor will be undertaking the design and construction of water main, road resurfacing, and crosswalk and safety improvements on State Street from S. University to Granger and Hill Street from S. Fifth Avenue to Church Street; streets which border the University of Michigan's athletic campus. The design will commence in 2022 and construction is expected in 2023. The project is a conglomeration of funding sources for the improvements, including the Surface Transportation Program and Highway Safety Improvement Program federal grants that necessitate the bidding and letting through the Michigan Department of Transportation as a Local Agency Project.

We are now seeking proposals from qualified professional engineering consulting firms to provide the necessary design services for the preparation of plans and specifications to competitively bid and construct these improvements.

The needs identified in the City's Capital Improvement Program (CIP) are to improve the water infrastructure; address pavement conditions; and improve safety for all transportation modes. The CIP worksheets are provided as Attachment G for reference. The worksheets are project initiative information and are not the final project scope. The project scope is as follows:

1. State Street

- a. South University to Hill and Dewey to Granger, for water main consolidation. Between S. University and Hill, abandon the 6-inch and the 4-inch water mains and transfer services and unions to the existing 12-inch water main. Between Dewey and Granger, abandon the 1-1/2" water main and transfer services and unions to the existing 20-inch water main.
- b. South University to Packard and Hoover to Granger, for resurfacing utilizing Surface Transportation Program federal grant funding; and for crosswalk improvements.
- c. Hoover to Granger, for implementing the portion of the Treeline Trail, likely in the form of a two-way separated bike facility. More information on the Treeline Trail plan can be found here: [https://www.a2gov.org/departments/systems-planning/programs/Documents/Allen%20Creek%20Greenway%20Master%20Plan%20Project/Treeline MasterPlan Draft v11.pdf](https://www.a2gov.org/departments/systems-planning/programs/Documents/Allen%20Creek%20Greenway%20Master%20Plan%20Project/Treeline%20MasterPlan%20Draft%20v11.pdf)

2. Hill Street

- a. Fifth to State, replace an aging 6-inch water main with a 12-inch water main. The area is within the vicinity of the 100-year floodplain and is within the 500-year floodplain. Ground water could be encountered.

- b. Fifth to Church, for resurfacing utilizing COVID relief funding.
- c. Fifth to Forest, for safety improvements utilizing Highway Safety Improvement Program Grant funding. Evaluate non-motorized improvement needs, including detailed analysis of the Packard to State block.

All improvements shall be designed in accordance with the applicable City of Ann Arbor, MDOT, EGLE, ADA, AASHTO, and any other relevant standards.

In general, the following items will need to be addressed by the consulting firm in accordance with Section III of this request and the project schedule detailed in Section I.L.

1. The Consultant shall manage all aspects of the project design up to the award of the construction contract for the project. This includes, but is not limited to, the work and work product of all subconsultants and project coordination with affected agencies, stakeholders and constituents.
2. Consultant shall propose, develop, and lead a public engagement plan throughout the course of the design of the project, including, but not limited to; public meetings; stakeholder meetings; project website; informational flyers; emails; mass mailings; and other information sharing techniques as proposed by the Consultant team. The Consultant must effectively communicate the purpose and the benefits of the project with the public and the stakeholders and assist with all necessary negotiations with the affected property owners and public and private agencies. This requires the services of a professional(s) experienced in the preparation and execution of communications plans and making presentations to various groups.
 - a. Consultants should utilize the City's Community Engagement Toolkit as a guide to the public engagement strategy.
 - b. Document all outreach and engagement activities in a written, summary document.
3. The Consultant shall coordinate with the University of Michigan as the project is fronting numerous parcels owned by the University. Design plans will be shared with the University for their review and feedback. The consultant should allow for a significant amount of time for meetings and coordination with the University.
4. Prepare a survey of the entire construction influence area for the development of plans and specifications. This may be augmented by aerial photography, however, aerial photography will not be the primary tool in developing the topographic survey for the project.

All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Reference System Manual. The

Consultant shall complete and submit the City's Survey Package Submittal Checklist, Attachment H, upon completion of all survey work for the City's review and approval.

5. Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of all existing utilities. Obtain record drawings from the private utility companies. Coordinate all aspects of the proposed work with the private utility companies. Where critical crossings of utilities are believed to exist that may significantly affect the design of proposed improvements, test holes shall be dug to determine the precise location of the utilities. The Consultant shall arrange for these test holes to be dug and shall arrange to have the necessary inspection and survey personnel on hand to observe, locate, and verify the results of each excavation.
6. Perform a geotechnical evaluation and pavement core survey as necessary to effectively design for the identified needs of the project.
7. The Consultant shall prepare all necessary permit applications and required supporting materials for all approving agencies including, but not limited to, MDOT, EGLE, MDNRE, and Washtenaw County Water Resources Commission. This includes the federal grant application requirements of MDOT such as NEPA, SHPO, etc.
8. Establish all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City reserves the right of final determination regarding specific Items of Work and if Special Provisions will be required to satisfactorily detail and describe the work.
9. All plan sheets shall be drawn and prepared in accordance with City or other appropriate design standards. All scales shall be approved by the City of Ann Arbor Engineering Unit. The format of the drawings shall be completely compatible with the City's drawing preparation standards and layout(s). The City is using AutoCAD 2021 Civil 3D 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. The City of Ann Arbor shall be provided with one portable flash drive containing all drawings, specifications, and cost estimates upon completion of the project's design.
10. Obtain traffic information, including turning movements at intersections as necessary, throughout the project corridor in order to properly design the safety improvements. Evaluate non-motorized improvement needs, including detailed analysis of the Packard to State block.
11. Prepare Maintenance of Traffic plans relative to construction phasing, meeting the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Design Standards to construct the project.

It is desired that one lane of traffic on each street be maintained throughout the project limits at all times. Also, provisions shall be made so that continuous pedestrian traffic throughout the project limits will be maintained at all times. It will be necessary to develop optimized detour routes relative to road, lane, and sidewalk closures in coordination with the City's Transportation Engineering group.

12. Prepare pavement marking and permanent signing plans to ensure safety of motorists, bicycles and pedestrians. This shall include the re-striping of any streets affected by project detour routes.
13. Prepare complete, detailed, and accurate construction plans and specifications meeting the requirements of the City of Ann Arbor Public Services Area and MDOT in order to satisfactorily complete the project.
14. Prepare all plans necessary to meet pertinent City of Ann Arbor requirements found in Chapters 57 and 60 of the City of Ann Arbor Code of Ordinances.
15. Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and grading permits that will be required to construct the proposed improvements. Areas where the expected grading permits or easements are necessary will be determined as the design of the project progresses.
16. Coordinate all elements of the design with all affected parties, including, but not limited to; FHWA; MDOT; EGLE; various City Departments; University of Michigan; private utility companies; other formal and informal committees; and, the public in general.
17. Any other items that the Consultant feels are necessary so that when the design is 100% complete, all needed work is detailed on the drawings and fully described in the project specifications.

PROPOSAL TO RFP #21-27

Section C

/// PROPOSED WORK PLAN

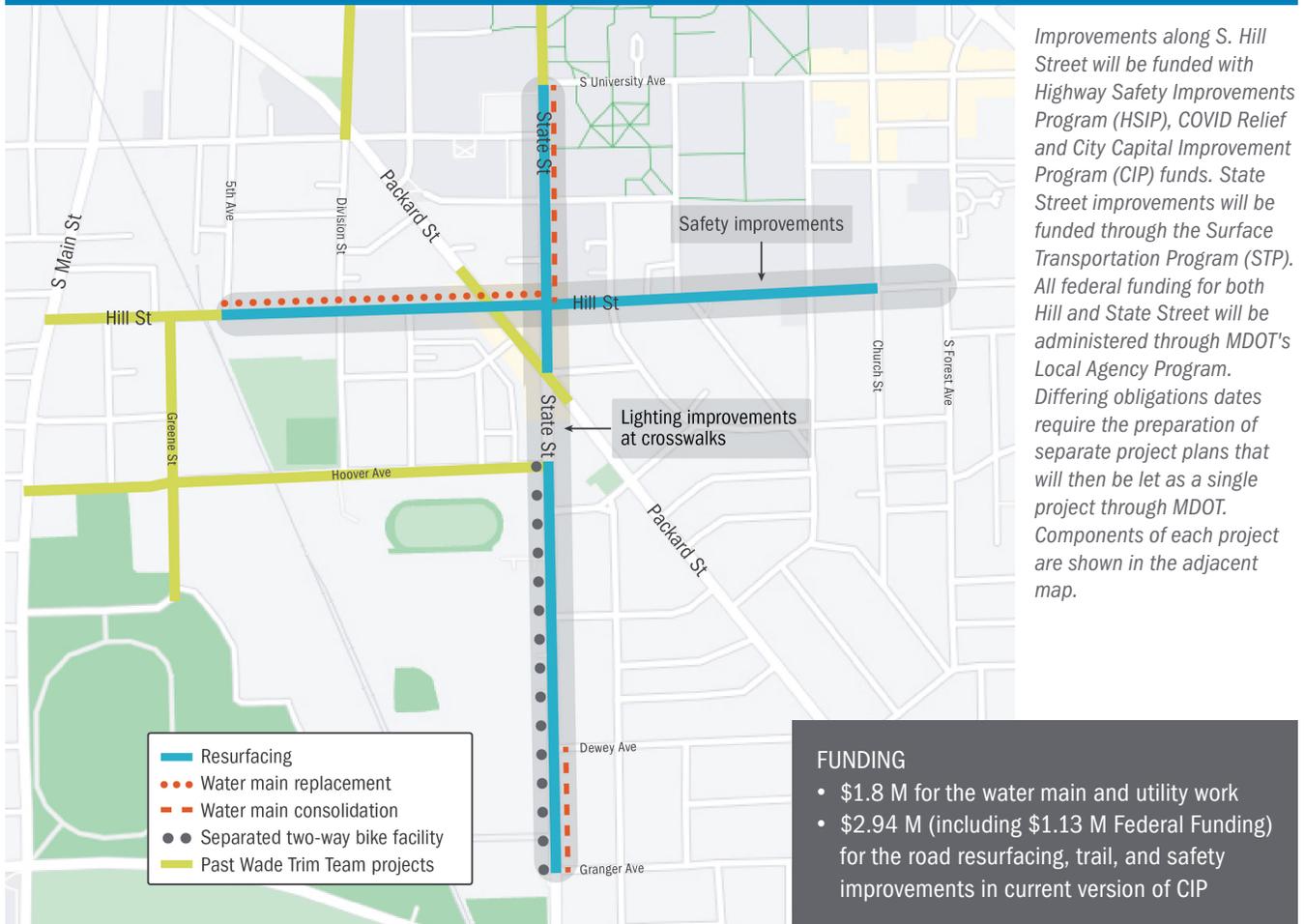
State and Hill Streets are in the heart of Ann Arbor and the University of Michigan campus. This bustling area has high levels of vehicular, pedestrian, and cycling traffic. In addition to improving the travel experience and safety throughout the area, the improvements will increase the roadway and water level of service. The project abuts similar recent improvements our team completed for the City and DDA extending your infrastructural renewal area to new boundaries with greater visibility. All eyes will be on this project as design and construction progress.

The engineering is straightforward and will follow the design process used on Hoover, Greene, and Hill—collect survey and mapping data, design the utilities, and then design the roadway and Treeline Trail. Collaboration and coordination will be the most challenging part

to keep the decision making and reviews on schedule. The 9-month design schedule requires a carefully planned approach to work with key stakeholders like the University of Michigan, Michigan Department of Transportation, utility companies, and the public. Past experience doing this the Ann Arbor way and established relationships will go a long way to facilitate timely decision making and reviews. Our team understands how to meet Ann Arbor’s design expectations and brings deep relationships with the City, U of M, DDA, and other key stakeholders. We have the technical and stakeholder collaboration expertise to begin work right away and deliver the project on schedule.

Our Project Understanding is presented first followed by a discussion of how we will manage Key Project Management and Design Elements to deliver a

Exhibit 8 State and Hill Streets Improvements Project Summary





Aerial showing water main isolation valve and water main work at Hoover Avenue and State Street.



Pedestrian and vehicle interaction at Hill and State Streets intersection.

successful project along with Proposer Suggested Elements. A detailed discussion of activities to be completed are presented in the Work Plan. Finally, exclusions, resources needed for each task, and a schedule are included at the end of this section.

PROJECT UNDERSTANDING

Both streets require resurfacing but improvements differ slightly after that. As shown in Exhibit 8 on the previous page, State Street is longer, includes water main consolidation, a two-way bike facility, and cross-walk and lighting improvements. Hill Street includes water main replacement and safety improvements.

State Street

The water main consolidation requires abandoning about 1,200 LF of 4- and 6-inch water mains along State Street from South University Drive to Hill Street. All existing service leads and connections will be reconnected to an existing 12-inch water main within State Street. According to the City's inventory of lead service lines, three potential service leads could contain lead. Further review will be conducted to understand if these and any other leads will need to be replaced due to out-of-date materials (i.e. lead, galvanized with lead joint, etc.), which our team is very familiar with.

Historical trolley track foundations could be encountered on State Street and with service lines between South University and Monroe Street. Based on our experience, these foundations typically consist of 16 to 20 inches of concrete and can be confirmed by investigative soil borings. These foundations, if present, will

likely need to be removed, and the road reconstructed as necessary to complete the water main consolidation work.

On State Street, between Dewey Street and Granger Street, the existing 1.5-inch water main will be abandoned (approximately 650 LF) and all existing service leads will be reconnected to an existing 20-inch water main. Similar to the area between South University and Hill, all out-of-date materials will be designed for replacement with new copper water services. This area has one confirmed and five potential lead service lines.

Given the scope of the project, the City may want to consider replacing the existing 6-inch water main from Hill to Hoover. This section was not replaced with the Hoover, Greene and Hill Project in 2019—the connection at Hoover/State was made to the existing 6-inch main. This is an opportunity to replace the final section of sub-standard water main on State Street bringing the entire project stretch up to current standards.

After the water main consolidation effort is complete, State Street will be resurfaced. The limits of resurfacing extend from South University Drive to Packard Street (approximately 1,500 LF). This resurfacing work and its limits will be coordinated with the adjacent State Street resurfacing and water main project scheduled to occur in year 2024. Wade Trim and SmithGroup are designing this project and bring valuable knowledge of the utilities, traffic, critical issues, and experience working with City staff and key stakeholders including the University of Michigan.

This portion of resurfacing is anticipated to include removing the existing asphalt surface to a to-be-determined depth and overlaying with new asphalt. It is expected that the existing concrete curb and gutter will stay largely in place with spot repairs being performed where curb is in disrepair, where storm sewer upgrades are needed, or where new water service leads are installed (if necessary). All ADA ramps within this corridor will be evaluated for compliance and replaced as needed to meet current standards. All storm sewer drop inlets will be replaced with 2-foot-diameter inlet structures within the project limits along with the immediate adjacent curb and gutter to perform installation.

From Hoover to Granger (approximately 2,100 LF), the resurfacing work includes all the above stated work (from South University to Packard) and also includes the review and design of the Treeline Trail, likely as a two-way separated bike facility. Our partner, Smith-Group, was critical in the groundwork, visioning, and development of the Treeline Trail and will play a key role on these tasks.

The Treeline Trail requires a detailed analysis of the corridor including consideration of lane width, signage, pavement marking, grading, drainage, and signal work to implement a separated two-way bike facility. Evaluation of the connections to existing (or non-existent) bike lanes north, south, east, and west of the two-way bike facility will also be important aspects of design.

The resurfacing work on State Street also includes an analysis of existing crosswalks, and the potential addition of new crosswalks. Crosswalks will be evaluat-



The Hill and Division Streets intersection where three two-way and a single one-way approach intersect.



Pedestrian and vehicle interaction at the skewed Hill Street and Packard Road intersection present opportunities for safety improvements.

ed for safety, location, lighting, pavement marking, and signage improvements. We are very familiar with the importance of thoughtful and well-designed pedestrian facilities given the high volume of students, residents, and visitors in this part of town.

Hill Street

The water main replacement on Hill Street consists of replacing approximately 1,600 LF of existing 6-inch water main with a new 12-inch water main from Fifth Avenue to State Street. Wade Trim designed this 12-inch main as part of the Hoover, Greene and Hill Project in 2019 and has detailed knowledge of the complex connection and maze of utilities in that intersection including the valves and installed isolation valves. This area has two confirmed and nine potential lead service lines.

Hill Street will also be resurfaced from Fifth Avenue to Church Street, including any storm sewer, curb, and ADA repairs required, similarly as described above in the State Street summary. The portion of the roadway that needs to be removed for the water main consolidation effort will be replaced with an appropriate pavement cross-section consisting of MDOT 21-AA aggregate base course and hot mix asphalt and then overlaid with a to-be-determined thickness of asphalt.

The City has been successful in obtaining Highway Safety Improvements Program Grant (HSIP) funding for the section of Hill Street between Fifth to Forest. Due to the timing of the funding obligations, a separate HSIP Final Plan package will be routed through the MDOT LAP process and merged as one project for

bidding in February 2023. These HSIP monies are to be allocated to address safety improvements on the corridor including but not limited to in-street pedestrian signing, enhanced crosswalk markings, positive contrast streetlighting at crosswalks, and enhanced intersection signing with reflective post sheeting. The Wade Trim Team has performed numerous recent markings, signage, and lighting improves in town improving pedestrian and vehicle safety and operations.

KEY PROJECT MANAGEMENT ELEMENTS

This truly transformational and high-profile project has numerous key components that our Team is adept at managing and keeping on top of. Ironically, the design is not entirely the big challenge, but rather the project management, engagement with stakeholders and public, and navigating the processes are very important. We anticipate and are ready to fully engage our experience, knowledge, and relationships on the following items to ensure a successful project delivery:

- » Public and Stakeholder Engagement
- » MDOT LAP and Permitting Process
- » City of Ann Arbor Experience & Familiarity
- » Working Relationships

Public and Stakeholder Engagement

The Public Engagement effort for this project needs to be robust and consistent throughout the entire project. The Wade Trim Team will consult with the City's Community Engagement staff and review the Community Engagement Toolkit. It is expected that this project will be classified as High Impact/Interest – City Wide and require a broad engagement strategy to reach community members interested in the non-motorized improvements, while also implementing targeted engagement with community members and businesses directly adjacent and affected by the project work.

Targeted coordination will be required with the following stakeholders:

- » University of Michigan: The project requires significant coordination with the University of Michigan for the entire project, but specifically for areas directly adjacent to the University's property frontage. Coordination and engagement must begin in the early stages of concept development and continue consistently throughout the life of the project. Project plans will be provided at all development stages of the project (30%, 60%, 90%), and review meetings will be scheduled to ensure timely coordination and

turnaround. Our Team has significant experience working with the University of Michigan. We pride ourselves with the close relationships, grown over the years, that help us navigate difficult issues with respect and directness.

- » Ann Arbor Area Transportation Authority (AAATA): Coordination with the AAATA will be required, particularly in the area of the new Treeline Trail where several bus stops are located and need to be modified.
- » Ann Arbor Transportation Commission: Given that the project has a significant non-motorized and pedestrian component, we anticipate that meeting with the Transportation Commission at two key milestones will be helpful in gaining support for the project. We will prepare presentation materials and meet the commission to provide project updates and seek their input.
- » Individual property owners (as needed): Because of the Federal STP funding being used to implement this project, any temporary or permanent easements required to complete the work will need to be coordinated extensively with individual property owners including property valuations, good faith offers, and signed permits prior to submittal for bidding.
- » Business Owners and Residents: Coordination with business owners and residents affected by construction, traffic control, water shutdowns, or any other project elements will be crucial to the success and support of this project. Engagement with these community members must begin in the early stages of concept development and continue consistently throughout the life of the project.

Based on the high-level of public engagement required, it is anticipated that the project team will develop and maintain a project website, administer several public engagement meetings (virtual or in-person), meet with residents and business owners on an individual basis, set up a GovDelivery subscription and email service, and remain available for the public to contact us at any time throughout the project delivery. These are all components of the public engagement process that our Team is well experienced in on City projects.

SmithGroup will use their experience from past City of Ann Arbor bikeway projects to support the public engagement on the Treeline Trail segment through thoughtful and targeted concepts and renderings to communicate options and network integration as the concept is carried through the design phases.

MDOT LAP and Permitting Process

The LAP process centers on providing MDOT with specific information at specific milestones during project development. Based on the anticipated 2022 Project Planning Guide, we anticipate providing Final Plans to MDOT in November of 2022 for letting in February of 2023. The HSIP package will be routed earlier to meet obligation requirements, yet will be merged into a final bid package.

MDOT has developed a document for guiding communities through this process entitled "Local Agency Instructions for Preparing to Bid Federal Aid Project through MDOT." A clear understanding of MDOT plan preparation techniques is critical to the design process. MDOT requires plans to be developed using MDOT pay items and specifications and requires numerous items, below, for the Grade Inspection (GI) plan submittal:

- » Completed NEPA Application (2-6 months in advance of GI)
- » Completed Program Application
- » Plans (or project log in this case) 80% or more Complete
- » Progress Clause (for construction)
- » Maintaining Traffic Special Provision
- » HMA Application Estimate
- » Engineer's Cost Estimate by Pay Item
- » Special Provisions (unique pay items not covered by MDOT specifications)
- » Frequently Used Special Provisions and Supplemental Specifications
- » Notices to Bidders (if applicable)
- » Coordination Clause (if applicable)
- » Utility Coordination Clause
- » Design Exception Requests (if needed)
- » MDOT Standard Plans and Special Details
- » Local Agency's Special Details (i.e., storm sewer details, if applicable)
- » Soil Boring/Pavement Coring Information (if required by City)
- » Pavement Design Calculation Worksheets (if applicable)

All of these items must be provided for the project to be properly processed. At the final plan phase, additional information such as any permits, the signed and sealed title sheet, and the cost estimate (entered into MDOT's cost estimating software) is required.

Through the MDOT LAP process, the project execution must also follow federal guidelines for property acquisition and environmental analyses including:

- » State Historic Preservation Office (SHPO) permit application. Wade Trim will retain an archaeological research firm to perform an archaeological literature review for the submittal.
- » NEPA Permit application including but not limited to:
 - Documentation of public engagement
 - Documentation of effect on threatened and endangered species
 - Mapping of adjacent and surrounding resources
 - Completed permit applications for floodplain or wetland impacts
- » Property valuation for required temporary or permanent easements.
- » Good Faith Offer letters and memos of negotiation with individual property owners.
- » Executed permanent easements prior to final submittal.

It is essential to begin coordination and efforts on LAP requirements early to avoid any schedule delays. The Wade Trim Team is very familiar with and has completed numerous recent LAP projects including several LAP applications within the City of Ann Arbor. While each project is unique, the project team has the essential knowledge and understanding of the level of effort and time required to meet all requirements.

City of Ann Arbor Experience

Wade Trim and SmithGroup have been working in-depth with the City of Ann Arbor since 2017, and over that time have gained a detailed working knowledge of



Biker using the recently completed William Street Bikeway near the Ann Arbor Public Library Main Branch designed by the project team.

the community's design standards, staff and department structures, funding structures, utility networks, traffic patterns, Commissions and Council interactions, and approval, public engagement, review, and submittal processes. Many of the core staff presented in this proposal have dedicated their roles to executing successful projects for the City of Ann Arbor. Many of the current projects the team is working on demonstrate the knowledge and experience required to successfully manage the State and Hill Street Improvements Project.

The State and Hill Streets Improvements Project includes a two-way bicycle track, water main improvements, resurfacing, and coordination with University of Michigan, AAATA, local business owners with a substantive public engagement process. In many ways, the past and on-going City and DDA projects the Wade Trim and SmithGroup Team have led and gained experiences from have transformed and honed our services so we can deliver success on the State and Hill Streets Project.

Wade Trim's work on the Newport Sidewalk Gap Project, a non-motorized transportation element, has involved a substantial public engagement process and is currently being coordinated through the MDOT Local Agency Program. The South Main Street Improvements Project is in the middle of a robust public engagement process, including water main replacement, resurfacing, coordination with Department of Parks and Recreation, the DDA, and the Main Street Area Association. The Wade Trim Team is also involved in inspection and construction administration for Plymouth Road (resurfacing LAP Project).

SmithGroup and Wade Trim are also finishing up the construction of the First and Ashley Two-way Conversion with First Street Bikeway, the Division Street Bikeway, and enhancements to the William Street Bikeway.

Given the recent workload, one might ask does the Team have Capacity? And the answer is 'Yes!'. All of our City and DDA projects are planned to be either wrapped up with construction or design by the end of 2021 or early 2022. The sole exception is the South Main Street Improvements Project. Therefore, the Team is actively in need of additional design work for 2022. The project team can be fully committed to and apply our experience and knowledge from each

of these projects in a dedicated effort to manage and support the State and Hill Street Improvements Project in 2022.

Working Relationships

Through projects within the City of Ann Arbor and elsewhere, the project team has developed invaluable working relationships with City staff and key stakeholders on this project. Wade Trim and SmithGroup have delivered successful projects for the City of Ann Arbor, University of Michigan, City of Ann Arbor DDA, and MDOT, and built trusting relationships with each. Through past projects, the team has also built relationships with many of the departments within the City of Ann Arbor including Assessing, Communications, City Attorney, City Council, Engineering, Fire, Forestry, Housing Commission, Parks, Public Services, Public Works, Signs and Signals, and Systems Planning among others.

KEY DESIGN ELEMENTS

Even though the biggest challenges for this project may lay on the project management and operational elements, this project does have numerous important design elements that will affect residents and users of these roadways for years to come. Making the roadway safer for pedestrians and bicyclists while improving utilities and road conditions is what matters and is where the proverbial tire hits the pavement. Some of the design elements that the project team envisions will be important include the following:

- » Vision Zero Improvements
- » Treeline Trail
- » Proposer Suggested Elements

Vision Zero Improvements

The key to understanding what safety improvement opportunities exist is through site visits and thorough study. Such safety and non-motorized improvements may impact intersection and corridor geometries and thus requires a capacity analysis to examine existing and future capacity of the roadway and guidance on roadway alternatives for the State Street corridor and Hill Street corridors. The State Street and Hill Street corridors can be added on to the traffic models already developed by Wade Trim as part of other safety and operational studies in the area. Tasks included in the scope of this project include the following:

- » Obtain 24-hour traffic counts at four locations between State Street and Hill Street

- » Conduct turning movement counts at State/Packard, Packard/Hill, State/Hill, Hill/Division, Hill/Fifth, State/South University, and State/Granger to include pedestrians, bicyclists, vehicles, and heavy vehicles
- » Request signal timing permits from the city
- » Create Existing condition Synchro models for AM, PM, and Off-Peak periods, volume balance, calibrate and validate models, and simulate results using SimTraffic
- » Develop warrant analyses for intersections that may need review of appropriate traffic control
- » Create proposed Synchro models based on the recommendations for AM, PM, and Off-Peak periods for design year and future year traffic

Wade Trim will complete the crash and safety analysis for the entire study area. This work will include analysis of crash history for the corridors along with crash summaries of selected features including signalized intersections, minor intersections, driveways, crash summaries for pedestrian, bicycle collisions, etc. Wade Trim will conduct conflict observations at areas of high crash rates, summarize existing conditions and provide a report of countermeasures and recommendations. For the purposes of this proposal, a preliminary crash history was reviewed between 2016 and 2020 on the State Street and Hill Street project corridors. Over the past five years on State Street within the project limits, an average of 52 crashes per year occurred, with rear-end and sideswipe-same direction collisions accounting for approximately 40% and 24% of the crashes,

respectively. Although no fatal crashes were recorded, approximately 15% of the crashes resulted in injury on the corridor. Most of the crashes along the corridor occurred at the intersections as shown in Exhibit 9.

Along the entire State Street project corridor, 12 collisions occurred (all at driveway or side-street intersections) with bicyclists resulting in 7 injuries (1 Type A injury) and 12 collisions involved pedestrians resulting in 12 injuries (2 Type A injuries). The UD-10 forms showed that many of the non-motorized crashes directly involved a turning vehicle failing to see the pedestrian or cyclist. A separated two-way bike facility is proposed between Hoover Avenue and Granger Avenue, where 3 of the bicycle collisions occurred resulting in 3 Type-B injuries. Of the 24 non-motorized collisions, 7 occurred on wet or snowy pavement (3 bicyclist and 4 pedestrian crashes) and 13 occurred during dark or dusk lighting conditions (4 bicyclist and 9 pedestrian crashes). The proposed improvements to resurface State Street and improve crosswalks and lighting should mitigate these identified risk factors.

Over the past five years on Hill Street within the project limits, an average of 51 crashes per year occurred, with rear-end, sideswipe-same direction, and angle collisions accounting for approximately 27%, 23% and 22% of the crashes, respectively. Although no fatal crashes were recorded, approximately 12% of the crashes resulted in injury on the corridor. Most of the crashes

Exhibit 9 Summary of Crash Data at State Street Intersections

Intersection Cross Street	Type of Control	Total Crashes	Crashes per Year	Pedestrian/Bicycle Crashes
S University Ave	Stop	27	5.4	2 (P), 6 (B)
Madison St	Stop	10	2.0	1 (P), 0 (B)
Monroe St	Stop	11	2.2	1 (P), 1 (B)
Hill St	Signal	30	6.0	1 (P), 2 (B)
Packard St	Signal	70	14.0	1 (P), 2 (B)
Hoover Ave	Signal	30	6.0	4 (P), 1 (B)
Arch St	Stop	15	3.0	1 (P), 0 (B)
McKinley Ave	Stop	14	2.8	1 (P), 0 (B)
Dewey Ave	Stop	14	2.8	0 (P), 1 (B)
Granger Ave	Stop	16	3.2	0 (P/B)



Opportunities to improve safety will be evaluated at the unique intersection of Packard and State with multiple approaches.

Exhibit 10 Summary of Crash Data at Hill Street Intersections

Intersection Cross Street	Type of Control	Total Crashes	Crashes per Year	Pedestrian/Bicycle Crashes
5th Ave	Stop	11	2.2	0 (P), 0 (B)
Division St	Signal	33	6.6	0 (P/B)
Sybil St	Stop	2	0.4	0 (P/B)
Packard St	Signal	52	10.4	3 (P), 3 (B)
State St	See Exhibit 10			
Oakland Ave	Stop	16	3.2	1 (P), 0 (B)
Tappan Ave	Stop	14	2.8	1 (P), 0 (B)
E University Ave	Stop	37	7.4	1 (P), 3 (B)
Church St	Stop	13	2.6	1 (P), 1 (B)
Forest Ave	Stop	30	6.0	4 (P), 2 (B)

along the corridor occurred at the intersections as shown in Exhibit 10.

Twice the percentage of crashes involved an angle collision (22% of all crashes) compared to the State Street project corridor (11% of all crashes). The intersections of Forest Avenue at Hill Street and E University Avenue at Hill Street were identified as locations with the highest percentage of the angle crashes, with 8 each. Given that these are both stop-controlled intersections, potential improvements that will be evaluated to mitigate the risk of angle and other collision types will be reviewed in the traffic study:

- » Removing or relocating sight obstructions including parking near intersection corners
- » Improve lighting
- » The existing channelization on Hill Street at Forest Avenue for modifications or enhancements with signing or pavement markings to reinforce the geometry

Along the entire Hill Street project corridor, 10 collisions occurred with bicyclists resulting in 6 injuries (1 Type A injury) and 12 collisions involved pedestrians resulting in 11 injuries (1 Type A injury). Similar to State Street, the UD-10 forms showed that many of the non-motorized crashes directly involved a turning vehicle failing to see the pedestrian or cyclist. Safety improvements will be evaluated for non-motorized travel, with a detailed analysis of the Packard to State Street block.



Intersection of Hill and E. University has opportunities to improve pedestrian safety through marking, signing and possible control improvements.

Of the 22 non-motorized collisions, 6 occurred on wet pavement (2 bicyclist and 4 pedestrian crashes). The resurfacing of Hill Street should mitigate the safety risk associated with wet pavement. Eight of the non-motorized crashes occurred during dark lighting conditions (1 bicyclist and 7 pedestrian crashes). Improvements to provide pedestrian safety can be achieved by reducing vehicle and pedestrian interactions.

Although full modernization of traffic signals is not required as indicated in the RFP addendum, minor traffic signal improvements or modifications may be recommended to the existing signalized intersections based on the findings of the safety and operational study. Improvements at signalized intersections on State Street and Hill Street will be evaluated including:

- » Review/adjust clearance intervals (yellow, all-red, and FDW)
- » Evaluate/consider implementing a leading pedestrian interval
- » Evaluate/consider prohibiting right-turn-on-red on affected approaches

General corridor-wide improvements on State Street and Hill Street will be evaluated including:

- » Remove driveways near intersections to provide a safe refuge
- » Add signs to encourage pedestrians to use crosswalks
- » Analyze potential need for midblock crossings and treatments, such as Rectangular Rapid Flashing Beacons (RRFBs)
- » Review overhead lighting at crosswalks
- » Review pedestrian crossing distances, sight dis-

- tances, and right-and left-turning crashes
- » Provide ADA compliant sidewalk ramps, landings
- » Provide parking lane curb extensions where appropriate
- » Remove sight distance obstructions at intersections

With a serious injury crash history on both corridors, aspects of the project may be eligible for Highway Safety Improvement Program (HSIP) funding. The purpose of the HSIP is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The scope of work will include assistance in preparing required studies and documentation related to the grant application. We understand that HSIP funds are being applied from Fifth to Forest Streets along Hill Street, which will greatly improve the safety along this route. Our analysis will identify and verify opportunities for these improvements, so funds are well spent.

Treeline Trail

The Treeline Trail is a 2.6-mile planned urban trail that connects from the Huron River waterfront, through downtown Ann Arbor, and to adjacent neighborhoods, parks, and community destinations. The Treeline is intended to provide unique and signature experience and comfortable, accessible access for people of all ages and abilities. SmithGroup was the lead design firm planning the overall route, character, and function of the Treeline, culminating in the 2017 master plan.

The southern sections of the Treeline Trail travel neighborhoods and along the edges of U-M's athletic campus. This is a challenging area where there is a high volume of pedestrians and vehicles operating within constrained ROW space. The Treeline Trail is envisioned largely as an on-street facility in this area, able to provide lower stress connection for the large numbers of students and community members walking and biking through this area. The Treeline trail is intended to integrate green stormwater management improvements, helping to manage flooding and providing additional aesthetic benefits.

SmithGroup continues to work with the City, the Treeline Conservancy, and other partners and organizations (such as WATCO railroad companies and University of Michigan) to help realize the trail. It is a bold and ambitious undertaking, but one that will pay dividends to community for generations to come. SmithGroup has led planning and design efforts on other sections

of the Treeline trail, such as on the 415 W. Washington Site, the Phase 1 Alignment Study (at the north end of the trail), and implemented a segment of the trail through the First & Ashley Street project. SmithGroup is well-equipped to tackle the complexity of this project from both a technical, design, and stakeholder engagement standpoint.

Proposer Suggested Elements

We suggest the City consider adding five elements to the scope of work as detailed below.

1. Value-Added - MDOT LAP design process vs City of Ann Arbor process.

Wade Trim is very familiar with both the MDOT LAP and City of Ann Arbor design processes. Our proposal was based on following the City process which includes additional design steps and a more robust public engagement strategy. Yet, the MDOT LAP process does offer a streamlined approach and, if used, could assist in reducing design costs and benefit the overall schedule. Despite improved costs and schedule, the process directly affects value. The City process has more internal steps, reviews, and public engagement where the benefits outweigh the cost savings of such a streamlined process. Wade Trim is committed to providing both value and cost-effectiveness and therefore would be open to negotiating a hybrid of Ann Arbor's design process such that we offer the benefits of the LAP schedule compression and deliverables but also provide the value-added City reviews and engagement.

2. Coordinate a meeting with the MDOT Local Agency Engineer to understand the feasibility of delaying letting and bidding two projects together

As described in the project understanding, the Hill Street safety improvements portion of the project is funded by Highway Safety Improvements Program Grant (HSIP) funding and the State and Hill Street water main and resurfacing portions of the project are funded through COVID relief and Surface Transportation Program (STP) funding. Based on the difference in schedule of funding obligations, the City's intent is to submit for obligation of HSIP funds in August 2022, and hold the project for bidding until December/January 2022. Based on the project team's experience with the MDOT Local Agency Program, it is our understanding that projects are intended to be bid as soon as practicable after obligation and delaying the letting of this portion of the project would be a

special request to the MDOT Local Agency Engineer. We suggest a coordination meeting be held between the City, the MDOT Local Agency Engineer, and the consultant in the very early stages of the project to understand the feasibility of delaying letting and bidding the two projects together. The project team is prepared to help the City determine the best course of action to bid the projects separately if so required due to obligation issues.

3. Identify a University of Michigan Point of Contact to Support Decision Making Throughout the Project

The project schedule appears to be very tight, especially given the amount of coordination that we anticipate with the University of Michigan. This will require extensive time and effort on the part of the City and project team. Identifying key people from stakeholders that can be integrated as part of the team and move the project forward is critical. In the past, we have had much success working with key people (i.e., Mike Rein or Sven Sawin) assuring projects are delivered on-time. We suggest identifying a key University of Michigan contact at the start of the project who will spearhead all decision making and commit to meeting the schedule.

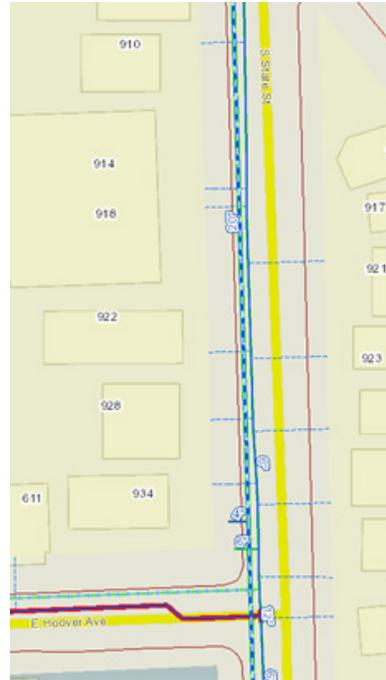
4. Water Main Scope of Work

When Wade Trim designed and oversaw construction of the Hoover Street water main connection at State Street, the new water main was reconnected to an existing 6-inch water main. Given water main consolidation is planned south of Hoover Street and new water main is planned along Hill Street, this leaves the existing 6-inch water main on State Street between Hill and Hoover (Exhibit 11). Given the road will be resurfaced on part of this State Street segment, we encourage consideration of the addition of a portion, or the entire length of this water main be installed/consolidate to effectively complete the upgrade of the water system in this area.

5. Coordinate with Public Works on Lead Service Line Replacement

As described in the Project Understanding, galvanized or lead services likely exist within the project limits. On State Street, according to the City's inventory, three potential service leads could contain lead. On Hill Street, there are two confirmed and nine potential lead service lines. Further review will be conducted to understand if these and any other leads will need to be replaced due to materials. It is suggested the City get in front of

Exhibit 11 Existing 6-inch Water Main Along State Street and New 12-inch Water Main



Replacing this remaining portion of undersized 6-inch water main with a 12-inch water main prior to resurfacing should help increase level of service in the area.



Wade Trim coordinated with the City's Public Works Department to replace lead service lines on Hoover, Greene, and Hill Improvements and suggest a similar approach on State and Hill.

this issue, if not already doing so, and coordinate with Public Works and send letters to affected properties, perform inspections and test holes, to confirm service materials. Replacement agreements with owners can then start to be drafted. This will assist in streamlining the schedule and avoid any delays during construction. Wade Trim is very familiar with this process and is eager to assist in making progress on it.

WORK PLAN

Our Work Plan provides a detailed overview of the design steps in compliance with the City of Ann Arbor standard project phasing. This project could align more closely with the MDOT LAP steps but given the addition of the Treeline Trail and high-level public engagement based on project location, we suggest following the City project phasing. We have detailed tasks for Survey and Mapping, Utility Design, Roadway and Treeline Trail Design, and Public Engagement.

Survey and Mapping (Wade Trim 100%)

Project Planning (10%)

- » Wade Trim (Consultant) will perform a thorough review of the City's GIS and provided historical documents for underground utilities and objects that may be important to survey in the field.
- » The Project Team will provide a Topographical Survey along:
 - State Street from approximately 250' north of South University to approximately 250' south of Granger Avenue (approximately 4,500 lineal feet), and along side-streets east and west for approximately 150 lineal feet from State Street.
 - Hill Street from approximately 250' west of Fifth Avenue to 250' east of Forest Avenue, and along side-streets north and south for approximately 150 lineal feet from hill Street.
 - Survey field work will establish horizontal and vertical control, based upon Michigan State Plane Coordinates and City of Ann Arbor vertical datum (NAVD88)
- » The Project Team will set control for this project utilizing the City's established Primary Control Points located in the project area. Mobile lidar will be used to collect topographical data along the corridor to establish elevations and contours and collect all structures, visible utility lines, catch basins, manholes, hydrants, water valves, meter pits, buildings, driveways, parking areas, fences, ditches and drains, street trees, shrubs, and planter boxes, building Fire Department Connections (FDC), Sensus puck traffic sensors, building outlines and entrances, and any utility markings that are in place as a result of Miss-Dig efforts (ahead of the agreed upon survey dates). Supplemental topographical data will be collected for utility structures (rims and inverts) and for quality control efforts.
- » Using Miss-Dig data, City records, supplemental field investigations, and the topographical survey,

the Project Team will perform an extensive effort to research and verify existing utility, structure, and City provided historical information along the corridor to accurately represent existing conditions to the extent possible with the information available.

- » The Project Team will pick up the existing elevations required at each sidewalk ramp to confirm ADA compliance and redesign and reconstruct any ramps that are found to be out of compliance. The Project Team will also confirm the accuracy of these elevations with a field visit using a digital level.
- » As a part of the survey effort, the Project Team will work to identify the exact pipe configurations at all manholes and work with the City staff to identify repairs based on their existing condition. The Project Team will review the televised sanitary and storm sewer information provided by the City and include any repairs completed as a part of this project, or provide a listing of the areas to be repaired as part of a separate effort.
- » The survey will extend beyond the corridor boundaries as outlined by the City of Ann Arbor Topographic Survey Requirements.
- » The Project Team will identify any lead or galvanized water service leads based on City records.
- » Data processing of all features obtained during the topographical survey is included in the scope of services for this project.
- » The Project Team shall obtain and utilize existing right-of-way information and property ownership records provided by the City. This information shall be depicted on the project plans as appropriate and necessary.
- » Schedule and chair a Utility Coordination meeting with all private utility owners prior to beginning design activities.

Geometric Review (30%)

- » The Project Team shall review recorded plats, surveys, and legal descriptions for the parcels along the corridor. Using this information along with any property irons and monuments found by our field crew, we will depict the right-of-way in our base file.
- » It is not anticipated that any title work for private properties will be required for this project. If during subsequent design activities it is determined that obtaining easements or grading permits is necessary, we will coordinate with the City of Ann Arbor to obtain any title work. Creating legal descriptions for easements or temporary grading permits will

be considered extra work for the purposes of this agreement. The Project Team will request basic tax roll descriptions and as-built plans along the corridor. All recorded easements identified in the title work will be displayed in the base CAD file. The Project Team will coordinate with City Survey staff and City Attorney's Office as necessary.

General Plan Review (60%)

The Project Team will provide staking of new water main along the corridor to assist in the field review of the proposed features, or to determine if conflicts exist between the proposed design and existing conditions, if requested.

Utility Design Overview (Wade Trim 95%, SmithGroup 5%)

The following key tasks will be completed related to the water main and any other utility design effort:

10% Project Planning Phase

- » Develop Design Criteria
 - Review/confirm sizing (upsizing) of all new water main on State and Hill Streets and the side streets within the project limits with the City.
 - Review water service leads and replacement criteria if non-copper service leads exist.
 - Discuss need for any further storm sewer work other than inlet replacement.
- » Request and receive record drawings of existing water main, sanitary and storm sewer.
- » All known abandoned utilities will be identified on design drawings.
- » Review/Identify Storm Sewer/Drainage outlets along corridor.
- » Review City standards for water main, storm and sanitary sewer improvements.
- » Coordinate with City staff and identify intersection locations where communication/traffic conduit exist or may be required.
- » Coordinate with City staff to determine the need for lining or replacement of storm and sanitary sewers within the project limits should repairs be determined to be necessary.
- » The Project Team shall schedule and chair a Utility Review Meeting with the City to Ann Arbor to review and approve all needed utility improvements as part of the project.

30% Geometric Review Phase

- » The Project Team shall develop preliminary water main alignment(s) which shall include the following tasks:
 - Prepare draft horizontal and vertical water main alignments.
 - Prepare preliminary hydrant and valve locations meeting City coverage and spacing requirements (250' hydrant radius, 400' hose lay, and 100' from FDC).
 - Identify potential utility and other (vault, streetscape, etc.) conflicts.
 - Coordinate proposed water main design, anticipated construction sequence(s), water main shutdowns, and water outages with existing businesses and any new anticipated developments.
 - Confirm utility conflicts and contact franchise utility companies (i.e. send relocation letters, if necessary).
 - Schedule and chair a Utility Coordination Meeting to discuss the project, any anticipated relocation needs, and any future utility upgrades that are necessary to avoid future street cuts or are necessary to provide the desired level of service in the future.
- » Identify Necessary Permits (i.e. Act 399 Water System Permit, SESC Permit, MDOT ROW permit etc.)
 - Identify any lead or galvanized steel water service leads. Plan for the complete replacement of non-copper water service leads to a point inside of the building(s) to comply with the most-current State of Michigan regulations regarding this issue.
- » Prepare draft cost estimate commensurate with the level of project development.
- » Prepare a list of needed Detailed Specifications to be incorporated into the project contract documents. Wade Trim is very familiar with and has supported the City on the on-going specification update. We will continue this support and assist in crafting MDOT style special provisions as needed to meet project needs.
- » Public Engagement and applicable support as necessary.
- » Determine the viability of directional drilling as a construction method for sections of the water main to be replaced.
- » Incorporate communication/traffic conduit placement at intersections, if needed or requested.

- » Schedule and chair a plan review meeting with the city to discuss and approve the design direction of the project.

60% General Plan Review Phase

The Project Team shall refine and further develop water main alignment(s) as part of the project which shall include the following tasks:

- » Refine water main alignments based on feedback from the city from the previous phases of the project.
- » Prepare a complete set of draft Detailed Specifications (technical specifications/special provisions).
- » Schedule and Chair a Utility Coordination meeting based on the design as presently prepared
- » Refine and update the preliminary list of pay items and quantities.
- » Update cost estimate.
- » Prepare and submit Draft Permit Applications
- » Identify and provide any supporting documents for permit applications.
- » Schedule and chair a Plan Review meeting with the city to approve the design direction of the project.
- » Submit for MDOT GI at the conclusion of the 60% review phase (80% plans)

90% Preliminary Contract Review Phase

The Project Team shall continue to refine, further develop, and detail the proposed water main alignment(s) and overall design as part of the project which shall include the following tasks:

- » Finalize utility relocation schedules and plans with franchise utilities.
- » Finalize Water Main plan and profiles.
- » Update and finalize the list of pay items and quantities.
- » Finalize the Detailed Specifications/Special Provisions.
- » Prepare Permit Applications and provide to the city for submittal to appropriate oversight agencies.
- » Update construction cost estimate.
- » Schedule and chair a plan review meeting with the city discuss all needed final plan and specification revisions.

100% Contract Review Phase

Submit Final Package to MDOT

- » Finalize the project plans based on comments from City final review.
- » Finalize contract documents and coordinate with the City.

- » Prepare final cost estimate.
- » Review final bid package with City.

Roadway and Treeline Design Overview (Wade Trim 80%, SmithGroup 20%)

The following tasks will be completed by the Project Team related to the Roadway Design component of this project. The HSIP portion of the project for the Hill Street Safety Improvements will track separately from the primary project due to funding obligations. The HSIP plan set and deliverables will eventually be merged into a bid package for one complete construction project.

10% Project Planning Phase

- » Develop Design Criteria
 - It is expected that the existing horizontal and vertical alignments of the existing roadways will be utilized in the design of the roadway. However, subtle refinements to the alignments may be made in order to improve roadway drainage or ADA-accessibility.
 - Establish road cross-sectional requirements.
 - Determine if the existing mid-block pedestrian crossings will remain in the same location, or if additional crossings are desired.
 - Review existing road profile for potential drainage issues and revise as necessary (and possible) to correct as discussed above.
- » Layout Roadway Horizontal Alignment and Conceptual Plan Graphics.
 - Coordinate Horizontal Alignment with existing topography.
 - Develop conceptual plan layout. Layout road and sidewalk elements to determine impacts to surrounding features and/or properties based upon the roadway or utility construction.
 - If necessary, provide layout for new pedestrian crossing locations.
- » Develop Preliminary Traffic Control Concepts
 - Determine pedestrian traffic control alternatives and recommendation(s) based on the preferred water main construction and roadway alternatives. The contract documents shall include provisions for the installation of plywood bridges or other unique measures to ensure patron access to businesses. Pedestrian traffic and business access must be maintained throughout the project limits at all times.

- The maintenance of vehicular traffic through the construction work zone shall be studied and alternatives analyzed for consideration.
 - » Determine soil boring needs and locations.
 - Review prior soil borings and determine if supplemental borings are required.
 - It is anticipated that additional soil borings on State and Hill Street will be required to evaluate the underlying soil conditions and existing HMA and or concrete pavement thicknesses and conditions.
 - » MTC, our geotechnical subconsultant, will perform the following geotechnical evaluations:
 - State Street from South University to Packard and Hoover to Granger, approximately 3,500 lineal feet of roadway – Pavement cores and shallow hand auger borings spaced approximately every 250 ft along the roadway, in alternating lanes, for a total of 16 pavement cores.
 - Hill Street from Fifth to State, approximately 1,600 lineal feet of roadway – Conventional soil borings to depths of 12.5 ft spaced approximately every 250 ft along the proposed water main alignment, for a total of 7 conventional soil borings, with 2 piezometers installed within boreholes for long-term monitoring of groundwater levels. Soil borings would collect pavement section thickness information if drilled through the road surface. Any soil borings drilled outside of the paved roadway would be accompanied by an offset pavement core to obtain pavement section information.
 - Hill Street from State to Forest, approximately 2,000 lineal feet of roadway – Pavement cores and shallow hand auger borings spaced approximately every 250 ft along the roadway, in alternating lanes, for a total of 8 pavement cores.
 - » For new soil borings, the Project Team shall field mark the proposed locations and establish coordinate locations of each.
 - » Send out utility information request letters to each of the utility providers to supplement the previous efforts performed by the City regarding this matter. This shall include, but not be limited to:
 - Follow-up on previous Miss-Dig Online design tickets (as needed).
 - Research, verify, and display utility information in survey file.
 - Develop preliminary utility conflicts list based on potential impacts.
 - » Operational & Safety Analysis
 - See prior writeup on the analysis. The robust study will review State Street-South University Ave, Madison St, Monroe St, Hill St, Packard St, Hoover Ave and Granger St intersections and Hill Street-Packard St intersection.
 - » Treeline Trail – non-motorized evaluation of the potential two-way bike facility, including schematic plans and cross sections (SmithGroup).
 - » Streetscape improvements, identifying potential changes required to accommodate a two-way bike facility (SmithGroup).
- 30% Geometric Review Phase**
- The Project Team shall prepare AutoCAD Plans to 30% completion level. This shall include, but not be limited to the following tasks:
- » Develop “front end” plan sheets (City template drawings - title sheet, note sheet, survey control sheet, etc.).
 - » Develop preliminary roadway typical sections.
 - » Prepare and develop 30% design:
 - Develop preliminary removal, construction, and profile sheets.
 - Preliminary horizontal and vertical roadway alignments.
 - Review proposed design against existing ROW.
 - Develop preliminary traffic control plans.
 - Review preliminary construction signing and marking.
 - Provide a preliminary construction cost estimate
 - Develop proposed pavement design based upon the results of the geotechnical investigation and in coordination with the City’s Project Manager.
 - Identify and account for existing brick pavers under pavement. It is anticipated that replacement will not be required for exposed bricks that were once covered with asphalt.
 - » Utility Coordination:
 - Add additional utility information that is received.
 - Coordinate all elements of the roadway design with the water main replacement component of the project.
 - Refine and update the utility conflicts list.
 - Schedule and chair a Utility Coordination meeting with all utility providers on project and determine additional information necessary for utilities that are in conflict. It is expected that this task will be worked in parallel with the same task as established within the water main design

component of the project.

- » Develop ROW/Easement Plans for Grading Permits or Acquisition (if applicable).
- » Schedule and chair a Plan Review meeting with the City to discuss and approve the proposed roadway geometry, pavement cross-section(s), maintenance of traffic schemes, and all other necessary elements of the proposed roadway design.
- » Prepare a list of needed Detailed Specifications to be incorporated into the project contract documents. Wade Trim is very familiar with and has supported the City on the on-going specification update. We will continue this support and assist in crafting MDOT style special provisions as needed to meet project needs.
- » Update the Operational & Safety Analysis given City input.
- » Treeline Trail – non-motorized two-way facility location and cross section (SmithGroup).
- » Streetscape improvement requirements illustrated in plan layout, cross sections, and details (SmithGroup).
- » Create separate HSIP package for review.

60% General Plan Review Phase

Submit for MDOT GI

The Project Team shall refine and further develop the roadway design component of the project which shall include the following tasks:

- » AutoCAD layout in 60% phase:
 - Refined horizontal and vertical alignments based on feedback from Ann Arbor and public engagement meetings.
 - Refine and further develop “front end” sheets.
 - Create roadway alignment sheets.
 - Refine and further develop roadway plan sheets, adding quantities, plan detailing, and coordinating the road design with the utility design.
 - Develop preliminary grading for intersections, as needed.
 - Develop roadway design cross sections.
 - Refine traffic control plans and create a Traffic Management Plan (TMP), including temporary pedestrian and bicycle maintenance of traffic plans.
 - Refine and further develop construction signing and pavement marking plans.
 - Develop SESC Plans and submit for review and permit approval.
 - Refine mid-block cross walk plans (if necessary).

- » Develop preliminary construction sequencing concepts for the project for review by the City and affected business owners.
- » Refine and update the preliminary list of pay items and quantities.
- » Refine and update the needed Detailed Specifications/Special Provisions for the project.
- » Calculate project quantities and develop preliminary cost estimate.
- » Schedule and chair a preliminary plan review meeting with the City to approve the design direction of the project.
- » Treeline Trail – non-motorized two-way facility location, geometry, and cross section, and preliminary details (SmithGroup).
- » Streetscape improvements plan layout, cross sections, and details (SmithGroup).
- » Create separate HSIP package for submittal to meet funding obligation schedule.

90% Preliminary Contract Review Phase

The Project Team shall continue to refine and further develop and detail the roadway design and its interaction with the overall design as part of the project which shall include the following tasks:

- » CAD layout in 90% phase:
 - Finalize alignments based on feedback from the City including “front end” sheets, including typical sections.
 - Finalize all remaining plan sheets with final quantities.
 - Develop sidewalk ADA ramp details, as needed. This may include detailed grading sheets to ensure compliance with the ADA as well as refine mid-block crossing design (if necessary).
 - Finalize intersection grading plans.
 - Finalize traffic control plans.
 - Finalize construction signing and pavement marking plans.
 - Finalize Treeline Trail plans, cross sections and details (SmithGroup).
 - Finalize streetscape plans, cross sections, and details (SmithGroup).
- » Finalize construction sequencing concepts.
- » Schedule and chair a Plan Review meeting with the City to discuss and approve the proposed roadway geometry, pavement cross-section(s), maintenance of traffic schemes.

100% Contract Review Phase

Submit Final Package to MDOT

- » Merge the main plans and HSIP plans and documents. Finalize the project plans based on comments from City and MDOT reviews.
- » Finalize contract documents and coordinate with City.
- » Prepare final cost estimate.
- » Review final bid package with City.

Public Engagement

(Wade Trim 60%, SmithGroup 40%)

The City of Ann Arbor's Project Manager, Mrs. Theresa Bridges will lead public engagement on this project. It is currently estimated that there will be at least three public meetings for this project. The Project Team has provided an estimate of hours required to support preparation materials and attending meetings as requested by Mrs. Bridges.

10% Project Planning Phase

- » Participate in developing Near Term Action Plan for conducting Public Engagement.
- » Identify relevant stakeholders using the City's Stakeholder Analysis Worksheet and other sources.
- » Support review of public meeting schedules and format.
- » Identify and document specific areas with photographs for use in demonstrating what we are leaving in place versus removal, at our public meetings.

30%, 60% & 90% Phases

- » Generate graphics, photographs, and presentation-quality prints of project layout and utilities as requested by the City.
- » Provide graphics and write-ups for use on the project website and public engagement presentations.
- » Support engagement with property owners and stakeholders by preparing for and attending individual meetings as requested.
- » Attend scheduled public engagement meetings to assist and support in presenting the project and assist in answering questions from the public.
- » Present an update of the project to the Transportation Commission.
- » Document and summarize (in digital, written, format) all feedback provided at the public engagement meetings for future project use and posting to project website.
- » Develop relevant and useful questions for feedback on Open City Hall (if requested).

EXCLUSIONS FROM SCOPE OF SERVICES

- » Construction phase services.
- » Irrigation design, other than what has been included in the scope above, has not been included at this time.
- » Lighting Design has not been included at this time. It is assumed crosswalk lighting will be included and coordinated through the City of Ann Arbor with coordination with DTE.
- » Comprehensive storm sewer/storm water management study or design has not been included at this time other than what has included at this time.
- » Formal tree survey including tagging and identifying species.
- » Property valuation for potential easements as part of the MDOT LAP process has not been included at this time, as it is assumed the City of Ann Arbor's real estate consultant will perform this work.
- » Professional services for environmental assessment work for threatened and endangered species are not included at this time.
- » Professional services for a full archaeological survey have not been included at this time.
- » Legal descriptions for easements or temporary grading permits are not included at this time.

RESOURCES NEEDED FOR EACH TASK

The resources needed for each task (title and individual person-hours) and the staff person completing each project task is summarized in Exhibit 12.

PROJECT DURATION

The City of Ann Arbor anticipates that the planning phase of this project will start in January 2022 and design will be completed by fall 2022. Per the addendum, we have shown the HSIP tracking separately and then eventually merging into one bid package. Construction will likely begin in the Spring 2023 with a desired 2023 completion date, though given our experience with U of M, activities in the Fall will influence the schedule. Tentative schedules for each project are shown in Exhibits 13 and 14 on page 33.

Exhibit 12 Resources Needed for Each Task

Task	Project Manager	Client Services Manager	Lead Design Engineer	Lead Traffic Engineer	Traffic Engineer	Landscape Architect	Surveyor	Transportation Engineer	Utility Design Engineer	Designer	Support Staff	Staff members
Project Management	135		45									Vaughn Martin, Carmelle Tremblay
10% Project Planning	64	6	92	18	74	84	12	24	60	64	460	Bridget Beinkwoski, Scott Bliss, Jill Bosserd, Jason Caruso, Bob Doyle, Martin Flanagan, Martin Hoemke, Oliver Kiley, Vaughn Martin, Lori Pawlik, Carmelle Tremblay, Chris Wall, Tom Wheeler, and other support staff
30% Geometric	52	3	79	40	82	62		48	34	121	174	Bridget Beinkwoski, Jill Bosserd, Jason Caruso, Bob Doyle, Martin Flanagan, Martin Hoemke, Oliver Kiley, Vaughn Martin, Lori Pawlik, Carmelle Tremblay, Chris Wall, Tom Wheeler, and other support staff
60% General Plan Review	46	4	84	18	82	48		38	40	148	168	Bridget Beinkwoski, Jill Bosserd, Jason Caruso, Bob Doyle, Martin Flanagan, Martin Hoemke, Oliver Kiley, Vaughn Martin, Lori Pawlik, Carmelle Tremblay, Chris Wall, Tom Wheeler, and other support staff
90% Preliminary Contract Review	34	2	76	18	68	16		44	56	114	74	Bridget Beinkwoski, Jill Bosserd, Jason Caruso, Bob Doyle, Martin Flanagan, Martin Hoemke, Oliver Kiley, Vaughn Martin, Lori Pawlik, Carmelle Tremblay, Chris Wall, Tom Wheeler, and other support staff
100% Contract Review	22	4	26	4	12	24		12	6	44	68	Bridget Beinkwoski, Jill Bosserd, Jason Caruso, Bob Doyle, Martin Flanagan, Martin Hoemke, Oliver Kiley, Vaughn Martin, Lori Pawlik, Carmelle Tremblay, Chris Wall, Tom Wheeler, and other support staff

Section D

/// FEE PROPOSAL

As requested in the RFP, the fee proposal is provided in a separate, sealed envelope. The fee proposal includes the regular rate, overtime rate, and classification of inspector personnel as well as a mobilization rate.

Chris Wall, PE, PTOE, PTP, is the person responsible for the decision as to the fees being offered in the proposal and has not and will not participate in any action contrary to the terms of this provision.

Section E

/// AUTHORIZED NEGOTIATOR

Chris Wall, PE, PTOE, PTP is the authorized negotiator for Wade Trim. Contact information for Chris is as follows:

Chris Wall, PE, PTOE, PTP
Wade Trim Associates, Inc.
734.947.9700 (office)
248.798.9722 (mobile)
cwall@wadetrim.com

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:



Engineering Planning
Sciences Surveying

State & Hill Streets Improvement Project
City of Ann Arbor

Wade Trim (Vaughn Martin, Chris Wall, Carmelle Tremblay, Lori Pawlik, Scott Bliss)
11/1/2021

City of Ann Arbor - General Civil Engineering & Surveying Services Schedule 2019 to 2021 (from RFP #19-27)

Project Cost
Estimating Sheet

WT102-01

CLASSIFICATION	Project Management		Road Improvements & General Plan Development														Smith Group				Water System Improvements				TOTAL		
	Prof Eng IV	Prof Eng II	Prof Eng II	Engineer II	Eng Specialist II	Prof Eng II	Prof Eng IV	Engineer IV	CADD Tech VI	CADD Tech VI	Surveyor I & II	Surveyor III	Survey Tech V	Prof Surveyor III	Engineer II	Prof Eng V	Expense/ Subconsultant Allowance	LA, ASLA	PLA	CIV	LA	Prof Eng IV	Prof Eng II	Engineer II		CADD Tech V	
NAME	Vaughn Martin	Carmelle Tremblay	Tom Wheeler	Phoebe Glazgo	Rob Marker	Bridget Bienkowski	Lori Pawlik	Jill Bosserd	Jason Caruso	Marty Flanagan				Scott Bliss	Steven Meyer or Martin Hoemke	Chris Wall	Expense/ Subconsultant Allowance	Bob Doyle	Oliver Kiley	Staff	Staff	Vaughn Martin	Carmelle Tremblay	Steven Meyer or Martin Hoemke	Marty Flanagan		
ROLE	Project Manager	Asst PM/ Design	Road Design	Road Designer	Specs & Permits	Traffic Studies, MOT, Sign, Mrkg	Traffic Studies, MOT, Sign, Mrkg	Signal Design	CADD	CADD	Two Person Survey Crew	One Person Survey Crew	Data Prc. & QAQC	Project Oversight QAQC	Designer	Client Rep & QA/QC		Landscape Architect Lead	Landscape Architect	Designer	Designer	Project Manager	Asst PM & Design	Designer	CADD		
RATE	\$195	\$142	\$142	\$105	\$168	\$142	\$195	\$147	\$116	\$111	\$184	\$105	\$111	\$ 147	\$105	\$180		\$200	\$180	\$140	\$110	\$195	\$142	\$105	\$111		
TASKS	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	\$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$		
Project Management & Communication with Theresa Bridges (assumes 4 hours per week over 45 weeks)	135 \$26,325	45 \$6,390																							180 \$32,715		
30% Base Plan Review Phase (24 Weeks)																											
Project Meetings	6 \$1,170	8 \$1,136	6 \$852			2 \$284									2 \$360			4 \$800	4 \$720	4 \$560	4 \$440	8 \$1,560	8 \$1,136	6 \$630	62 \$9,648		
Survey, Mapping, SHPO & NEPA Effort																											
Verify/Set Control										16 \$2,944				2 \$294												18 \$3,238	
Terrestrial Lidar & UAV Data Capture										8 \$1,472	50 \$5,250			3 \$441												61 \$7,163	
Supplemental Topography Pick-up										60 \$11,040	24 \$2,520			4 \$588												88 \$14,148	
Survey Data Processing													80 \$8,880	3 \$441												83 \$9,321	
Utility Research, Verification and Mapping	2 \$390												32 \$3,552													34 \$3,942	
Existing Conditions Review (CCTV, ex MH conditions)																						12 \$2,340	18 \$2,556	10 \$1,110	40 \$6,006		
Existing ADA Compliance Verification (desktop and field review)			6 \$852	6 \$630																					12 \$1,482		
Lead/Galvanized Lead Identification																						2 \$390	4 \$568	4 \$444	10 \$1,402		
Property & Right of Way (ROW)			2 \$284							16 \$1,776			22 \$2,442													40 \$4,502	
Geotechnical Subconsultant (MTC)																									0 \$25,500		
Geotechnical Coordination	2 \$390	1 \$142								4 \$444															7 \$976		
LAP Support-Program Application, Communications, Permit Submittals				40 \$4,200											40 \$4,200											80 \$8,400	
SHPO Subconsultant Effort																									0 \$2,500		
30% Base Utility Plans																											
Existing Utility System Review																						8 \$1,560	24 \$3,408	12 \$1,260	12 \$1,332	56 \$7,560	
Preliminary Water Main Alignment (streetscape & hydrant placement)																		2 \$400	4 \$720	4 \$560	4 \$440	6 \$1,170	44 \$6,248	18 \$1,890	15 \$1,665	97 \$13,093	
Preliminary Construction Sequencing and Alternatives			4 \$568				4 \$780															8 \$1,560	6 \$852	6 \$666	28 \$4,426		



Engineering Planning
Sciences Surveying

State & Hill Streets Improvement Project
City of Ann Arbor

Wade Trim (Vaughn Martin, Chris Wall, Carmelle Tremblay, Lori Pawlik, Scott Bliss)
11/1/2021

City of Ann Arbor - General Civil Engineering & Surveying Services Schedule 2019 to 2021 (from RFP #19-27)

Project Cost Estimating Sheet

WT102-01

CLASSIFICATION	Project Management		Road Improvements & General Plan Development														Smith Group				Water System Improvements				TOTAL	
	Prof Eng IV	Prof Eng II	Prof Eng II	Engineer II	Eng Specialist II	Prof Eng II	Prof Eng IV	Engineer IV	CADD Tech VI	CADD Tech VI	Surveyor I & II	Surveyor III	Survey Tech V	Prof Surveyor III	Engineer II	Prof Eng V	Expense/ Subconsultant Allowance	LA, ASLA	PLA	CIV	LA	Prof Eng IV	Prof Eng II	Engineer II		CADD Tech V
NAME	Vaughn Martin	Carmelle Tremblay	Tom Wheeler	Phoebe Glazgo	Rob Marker	Bridget Bienkowski	Lori Pawlik	Jill Bosserd	Jason Caruso	Marty Flanagan				Scott Bliss	Steven Meyer or Martin Hoemke	Chris Wall	Expense/ Subconsultant Allowance	Bob Doyle	Oliver Kiley	Staff	Staff	Vaughn Martin	Carmelle Tremblay	Steven Meyer or Martin Hoemke	Marty Flanagan	
ROLE	Project Manager	Asst PM/ Design	Road Design	Road Designer	Specs & Permits	Traffic Studies, MOT, Sign, Mrkg	Traffic Studies, MOT, Sign, Mrkg	Signal Design	CADD	CADD	Two Person Survey Crew	One Person Survey Crew	Data Prc. & QAQC	Project Oversight QAQC	Designer	Client Rep & QA/QC		Landscape Architect Lead	Landscape Architect	Designer	Designer	Project Manager	Asst PM & Design	Designer	CADD	
RATE	\$195	\$142	\$142	\$105	\$168	\$142	\$195	\$147	\$116	\$111	\$184	\$105	\$111	\$ 147	\$105	\$180		\$200	\$180	\$140	\$110	\$195	\$142	\$105	\$111	
TASKS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
30% Base Road & Treeline Plans																4									4	
																\$720										\$720
Typical Cross Sections			8	6						12																26
			\$1,136	\$630						\$1,332																\$3,098
Establish Design Criteria & Pavement Design	2		6	6														2	2	2	2	4	10	4	4	\$44
	\$390		\$852	\$630														\$400	\$360	\$280	\$220	\$780	\$1,420	\$420	\$444	\$6,196
Existing Conditions Refinement (ADA, Drainage, Pedestrian crossings)	2	4	4	6						4																20
	\$390	\$568	\$568	\$630						\$444																\$2,600
Preliminary Roadway Geometrics-Horizontal and Vertical			16	10						14								2	4	6	6					58
			\$2,272	\$1,050						\$1,554								\$400	\$720	\$840	\$660					\$7,496
Signing, Pavement Markings & Signals			6				6	12	4																	28
			\$630				\$882	\$1,392	\$444																	\$3,348
Preliminary Work Zone Traffic Control/TMP	2					14	10			6								2	2	2						38
	\$390					\$1,988	\$1,950			\$666								\$400	\$360	\$280						\$6,034
Operational & Safety Analysis (Traffic Counts Included)						100	40	20											2	2	2					166
						\$14,200	\$7,800	\$2,940										\$12,000	\$400	\$360	\$280					\$37,980
Treeline Evaluation																		10	14	13	36					73
																		\$2,000	\$2,520	\$1,820	\$3,960					\$10,300
Streetscape Improvements																		10	10	13	28					61
																		\$2,000	\$1,800	\$1,820	\$3,080					\$8,700
30% Base General Plans																										
Plan Sheet Development		2								16								4	4	8	8					42
		\$284								\$1,776								\$800	\$720	\$1,120	\$880					\$5,580
Typical Details			8							8												4	6	12	8	46
			\$1,136							\$888												\$780	\$852	\$1,260	\$888	\$5,804
QAQC	2				4					6						2										14
	\$390				\$672					\$666						\$360										\$2,088
Preliminary SESC				4						4																8
				\$420						\$444																\$864
Cost Estimate	2	2	2	4	4																		4			19
	\$390	\$2	\$284	\$420	\$672											\$180							\$568			\$2,516
Specifications/Special Provisions List	2				6																					8
	\$390				\$1,008																					\$1,398
Permitting	2	1								4																7
	\$390	\$142								\$444																\$976
Utility Coordination & Meetings	2	2	2	4														2	2	2		4	4			24
	\$390	\$284	\$284	\$420														\$400	\$360	\$280		\$780	\$568			\$3,766
Public Engagement (Stakeholder Communications, Work Shop)	4	4																8	16	12	28					72
	\$780	\$568								\$0								\$1,600	\$2,880	\$1,680	\$3,080					\$10,588
30% BASE TOTALS	30	24	64	92	14	116	54	26	12	98	84	74	134	12	40	9	0	48	64	68	116	56	128	52	59	1474
	\$5,850	\$3,126	\$9,088	\$9,660	\$2,352	\$16,472	\$10,530	\$3,822	\$1,392	\$10,878	\$15,456	\$7,770	\$14,874	\$1,764	\$4,200	\$1,620	\$40,000	\$9,600	\$11,520	\$9,520	\$12,760	\$10,920	\$18,176	\$5,460	\$6,549	\$243,359

80% General Plan Review Phase (14 Weeks)



Engineering Planning
Sciences Surveying

State & Hill Streets Improvement Project
City of Ann Arbor

Wade Trim (Vaughn Martin, Chris Wall, Carmelle Tremblay, Lori Pawlik, Scott Bliss)
11/1/2021

City of Ann Arbor - General Civil Engineering & Surveying Services Schedule 2019 to 2021 (from RFP #19-27)

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WT102-01

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NAME	Vaughn Martin	Carmelle Tremblay	Tom Wheeler	Phoebe Glazgo	Rob Marker	Bridget Bienkowski	Lori Pawlik	Jill Bosserd	Jason Caruso	Marty Flanagan				Scott Bliss	Steven Meyer or Martin Hoemke	Chris Wall	Expense/ Subconsultant Allowance	Bob Doyle	Oliver Kiley	Staff	Staff	Vaughn Martin	Carmelle Tremblay	Steven Meyer or Martin Hoemke	Marty Flanagan		
ROLE	Project Manager	Asst PM/ Design	Road Design	Road Designer	Specs & Permits	Traffic Studies, MOT, Sign, Mrkg	Traffic Studies, MOT, Sign, Mrkg	Signal Design	CADD	CADD	Two Person Survey Crew	One Person Survey Crew	Data Prc. & QAQC	Project Oversight QAQC	Designer	Client Rep & QA/QC		Landscape Architect Lead	Landscape Architect	Designer	Designer	Project Manager	Asst PM & Design	Designer	CADD		
RATE	\$195	\$142	\$142	\$105	\$168	\$142	\$195	\$147	\$116	\$111	\$184	\$105	\$111	\$147	\$105	\$180		\$200	\$180	\$140	\$110	\$195	\$142	\$105	\$111		
TASKS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Submit MDOT GI Package																											
Project Meetings	4	4	4															5	5	5	5	6	6	6		50	
	\$780	\$568	\$568															\$1,000	\$900	\$700	\$550	\$1,170	\$852	\$630		\$7,718	
Survey & Mapping																											
Preliminary Water Main Staking and Field Investigation												8															8
												\$840															\$840
80% Utility Plans																											
Water Main Design Development, Utility Relocation & Streetscape Coordination																		2	2			14	98	72	40	228	
																		\$400	\$360			\$2,730	\$13,916	\$7,560	\$4,440	\$29,406	
80% Road Plans																											
Horizontal and Vertical Alignment Development	2	2	16	6																							42
	\$390	\$284	\$2,272	\$630																							\$5,352
Intersection Grading & ADA Ramps	2	1	28	6																							41
	\$390	\$142	\$3,976	\$630																							\$5,582
Typical Cross Section Design Development				4																							4
				\$420																							\$420
Mid-block Crossing Design Development	2	1		4			2																				9
	\$390	\$142		\$420			\$390																				\$1,342
Signing, Pavement Markings & Signals				2		6	2	32	72	16																	130
				\$210		\$852	\$390	\$4,704	\$8,352	\$1,776																	\$15,894
Work Zone Traffic Control Plans/TMP	2	1		2		16	2																				39
	\$390	\$142		\$210		\$2,272	\$390			\$1,776																	\$5,180
Operational & Safety Analysis						60	20	10																			90
						\$8,520	\$3,900	\$1,470																			\$13,890
Treeline Evaluation																		6	18	18	22						64
																		\$1,200	\$3,240	\$2,520	\$2,420						\$9,380
Streetscape Improvements																		4	2	12	16						34
																		\$800	\$360	\$1,680	\$1,760						\$4,600



Engineering Planning
Sciences Surveying

State & Hill Streets Improvement Project
City of Ann Arbor

Wade Trim (Vaughn Martin, Chris Wall, Carmelle Tremblay, Lori Pawlik, Scott Bliss)
11/1/2021

City of Ann Arbor - General Civil Engineering & Surveying Services Schedule 2019 to 2021 (from RFP #19-27)

Project Cost Estimating Sheet

WT102-01

CLASSIFICATION	Project Management		Road Improvements & General Plan Development														Smith Group				Water System Improvements				TOTAL	
	Prof Eng IV	Prof Eng II	Prof Eng II	Engineer II	Eng Specialist II	Prof Eng II	Prof Eng IV	Engineer IV	CADD Tech VI	CADD Tech VI	Surveyor I & II	Surveyor III	Survey Tech V	Prof Surveyor III	Engineer II	Prof Eng V	Expense/ Subconsultant Allowance	LA, ASLA	PLA	CIV	LA	Prof Eng IV	Prof Eng II	Engineer II		CADD Tech V
NAME	Vaughn Martin	Carmelle Tremblay	Tom Wheeler	Phoebe Glazgo	Rob Marker	Bridget Bienkowski	Lori Pawlik	Jill Bosserd	Jason Caruso	Marty Flanagan				Scott Bliss	Steven Meyer or Martin Hoemke	Chris Wall		Bob Doyle	Oliver Kiley	Staff	Staff	Vaughn Martin	Carmelle Tremblay	Steven Meyer or Martin Hoemke	Marty Flanagan	
ROLE	Project Manager	Asst PM/ Design	Road Design	Road Designer	Specs & Permits	Traffic Studies, MOT, Sign, Mrkg	Traffic Studies, MOT, Sign, Mrkg	Signal Design	CADD	CADD	Two Person Survey Crew	One Person Survey Crew	Data Prc. & QAQC	Project Oversight QAQC	Designer	Client Rep & QA/QC		Landscape Architect Lead	Landscape Architect	Designer	Designer	Project Manager	Asst PM & Design	Designer	CADD	
RATE	\$195	\$142	\$142	\$105	\$168	\$142	\$195	\$147	\$116	\$111	\$184	\$105	\$111	\$ 147	\$105	\$180		\$200	\$180	\$140	\$110	\$195	\$142	\$105	\$111	
TASKS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
80% General Plans																										
Plan Sheet Development	2	1	8	6	6	2				20								2	2	6	6		10	4	4	79
	\$390	\$142	\$1,136	\$630	\$1,008	\$284				\$2,220								\$400	\$360	\$840	\$660		\$1,420	\$420	\$444	\$10,354
Typical Details	2	1	2							10																15
	\$390	\$142	\$284							\$1,110																\$1,926
QAQC	4	2			4					6						2						2	4			24
	\$780	\$284			\$672					\$666						\$360						\$390	\$568			\$3,720
SESC Plan Submittal				2																						2
				\$210																						\$210
Construction Sequencing	2	1			2																					7
	\$390	\$142			\$336																					\$1,228
Cost Estimate	2	3	2		12																		4			23
	\$390	\$426	\$284		\$2,016																		\$568			\$3,684
Specifications/Special Provisions	2	1		2	12													4	2	8	6		4	4		45
	\$390	\$142		\$210	\$2,016													\$800	\$360	\$1,120	\$660		\$568	\$420		\$6,686
Draft Permit Applications				6						6												2	4		4	22
				\$630						\$666												\$390	\$568		\$444	\$2,698
Utility Coordination & Meetings	4		6																							10
	\$780		\$852																							\$1,632
Public Engagement (Stakeholder Communications, Work Shop)	4	2																4	8	4	12					34
	\$780	\$284																\$800	\$1,440	\$560	\$1,320					\$5,184
80% TOTALS	34	20	66	40	36	84	26	42	72	94	0	8	0	0	0	4	0	27	39	53	67	24	130	86	48	1000
	\$6,630	\$2,840	\$9,372	\$4,200	\$6,048	\$11,928	\$4,680	\$6,174	\$8,352	\$10,434	\$0	\$840	\$0	\$0	\$0	\$720	\$0	\$5,400	\$7,020	\$7,420	\$7,370	\$4,680	\$18,460	\$9,030	\$5,328	\$136,926
100% Contract Review Phase (7 Weeks)																										
Submit MDOT Final Plans at Conclusion																										
Project Meetings																		2	2	2	2	4	4	2		18
																		\$400	\$360	\$280	\$220	\$780	\$568	\$210		\$2,818
Prepare Final Contract Plans	2		12	6		4	4	8	8	18								2	2			4	16		12	98
	\$390		\$1,704	\$630		\$568	\$780	\$1,176	\$928	\$1,998								\$400	\$360			\$780	\$2,272		\$1,332	\$13,318
Prepare Final Cost Estimate	2	2			4											2				4	4					18
	\$390	\$284			\$672											\$360				\$560	\$440					\$2,706
Prepare Final Specifications	2	2			12													2	2	4	4					28
	\$390	\$284			\$2,016													\$400	\$360	\$560	\$440					\$4,450



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RATE	\$195	\$142	\$142	\$105	\$168	\$142	\$195	\$147	\$116	\$111	\$184	\$105	\$111	\$ 147	\$105	\$180		\$200	\$180	\$140	\$110	\$195	\$142	\$105	\$111	
TASKS	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	\$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	
QAQC	4 \$780	1 \$142			4 \$672					6 \$666						2 \$360									17 \$2,620	
Public Engagement (Ongoing communications support-graphics, etc.)	4 \$780	1 \$142																4 \$800	8 \$1,440	4 \$560	18 \$1,980			4 \$420	43 \$6,122	
Expenses (Misc)																	\$4,000								0 \$4,000	
FINAL TOTALS	14 \$2,730	6 \$852	12 \$1,704	6 \$630	20 \$3,360	4 \$568	4 \$780	8 \$1,176	8 \$928	24 \$2,664	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0	4 \$720	\$4,000	10 \$2,000	14 \$2,520	14 \$1,960	28 \$3,080	8 \$1,560	20 \$2,840	6 \$630	12 \$1,332	222 \$36,034
DESIGN PROJECT TOTALS	213 \$41,535	95 \$13,208	142 \$20,164	138 \$14,490	70 \$11,760	204 \$28,968	84 \$15,990	76 \$11,172	92 \$10,672	216 \$23,976	84 \$15,456	82 \$8,610	134 \$14,874	12 \$1,764	40 \$4,200	17 \$3,060	\$44,000	85 \$17,000	117 \$21,060	135 \$18,900	211 \$23,210	88 \$17,160	278 \$39,476	144 \$15,120	119 \$13,209	2,876 \$449,034

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor 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 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. 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 Project General Aggregate
\$1,000,000 Personal and Advertising Injury
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. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. 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, the 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.