

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
SAM SCHWARTZ CONSULTING, LLC
AND THE CITY OF ANN ARBOR
FOR THE STATE TRUNKLINE JURISDICTIONAL TRANSFER STUDY**

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 Sam Schwartz Consulting, LLC ("Contractor"), a New York Limited Liability Company with its address at 223 W. Jackson, Suite 1101, Chicago, IL 60606. 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.

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

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

Project means the State Trunkline Jurisdictional Transfer Study.

II. DURATION

Contractor shall commence performance on October 17, 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 Engineering and Transportation Consulting 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 affect 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:

Sam Schwartz Consulting, LLC
Stacey Meekins, Principal
223 W. Jackson, Suite 1101
Chicago, IL 60606

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

City of Ann Arbor
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 Name

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Brian Steglitz, Interim Service Area
Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content

Atleen Kaur, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(See attached proposal)

03. Proposed Scope of Services & Work Plan

Project Understanding & Philosophy

In many states, limited access interstate and regional expressways are complemented by a state-owned and operated network of at-grade arterials to facilitate regional mobility and create a denser, more connected regional system. However, these supplemental corridors often travel through communities and neighborhoods, serving as “main streets” for local commercial districts and providing access to higher density housing and other key destinations. Out of necessity, they serve the complexity of uses that we see throughout urban areas – high-frequency and local transit, bicycle trips, people walking, and local freight – yet, are often built to optimize single-occupancy vehicles through-trips with little regard to other modes or establishing a unique sense of place.

In these situations, the state’s perspective and objectives for these corridors understandably may vary from a local community’s goals. This dichotomy is experienced in Ann Arbor where state trunklines feed the downtown from the north, east, and west. The N. Main, Jackson, Huron, and Washtenaw corridors are prominent roadways that have been the subject of repeated study to envision changes to the existing design; changes that would help the city meet its ambitious goals around climate resiliency and traffic safety through mode shift and reduced vehicle miles traveled, improve multi-modal mobility, support desired changes in land use through higher capacity transit, and enhance overall quality of life. Ann Arbor’s ability to shape these corridors is impacted by the lack of ownership and control of the roadways, limiting their influence on key design decisions. Given the robust network of limited-access roadways surrounding Ann Arbor, including the ring comprised of I-94, U.S. Route 23, and M14, the trunklines through the city may no longer serve the regional connectivity needs they were originally developed for, potentially opening the opportunity for the state to transfer jurisdiction to local control.

This study will explore the full costs of taking ownership of the trunklines, including the short-term and long-term capital costs as well as the operating costs; and undertake a comprehensive assessment of the potential benefits, drawing from accepted national practices for similar exercises and customizing our approach to match Ann Arbor’s values. The study will arm city staff with the data and analysis it needs to have productive conversations with stakeholders at MDOT as well as local elected officials.

Major transportation corridors are more than utilitarian thoroughfares. Through thoughtful and contextual design, they can contribute positively to the quality of life of residents, employees, and visitors through improved safety, better and more mobility options, improved air quality, and an enhanced sense of place.

Work Plan

Project Management

David Rettig, PM, will serve as the Project Manager, overseeing the consultant workflow and project deliverables. Stacey Meekins, AICP, will serve as Principal in Charge and will also be integrally involved in the project and in coordination with the city. We anticipate, at a minimum, several key touchpoints with the city as follows:

- ▶ Project Kick-off meeting
- ▶ Review research results
- ▶ Asset inventory and costs review
- ▶ Benefits identification and quantification
- ▶ Review draft report

Task 1: Jurisdictional Transfer Research

The Sam Schwartz team will kick off this study with a review of existing practices in Michigan and state transportation agencies throughout the country on jurisdictional transfers. Our team will document the existing processes in other states from readily available sources including, but not limited to, Minnesota, Washington, Louisiana, Pennsylvania, and Oregon, in addition to drawing from our team's professional experiences with public agencies in New York, Florida, Illinois, and Washington, D.C. Our research will include a literature review of national publications such as the National Cooperative Highway Research Program of relevant studies or compilations of studies on the subject.

Through this task, we will also explore the experiences of local municipalities that have undertaken jurisdictional transfers, with a focus on Michigan municipalities, to learn from those with first-hand knowledge of the process. We will research the history of jurisdictional transfers in the State of Michigan to identify recent examples and determine the most relevant precedents to study further. Examples include the transfer of M137 in Grand Traverse County or M1 in Detroit. We will conduct up to five (5) informational interviews with MDOT as well as local agency leaders in Detroit, Kalamazoo, Grand Rapids, Grand Traverse County, or other relevant jurisdictions. We will work

with city staff to identify the most appropriate interviews to target. Interviews may focus on jurisdictional transfers that have occurred or that were pursued but not implemented.

Our research findings will be summarized in a memorandum that will highlight commonalities among state processes, notable differences, and the processes, opportunities, and challenges specific to jurisdictional transfers in Michigan.

Task 1 Deliverable

- › Jurisdictional Transfer Research Memorandum

Task 2: MDOT Coordination

Sam Schwartz will facilitate one coordination meeting with relevant stakeholders from MDOT to discuss their experiences with jurisdictional transfers and understand what information would be helpful to them in evaluating the decision to make the transfers. This meeting will help shape the cost and benefits analysis in Task 4.

Task 2 Deliverables

- › Meeting agenda
- › Meeting notes

Task 3: Asset Inventory & Condition Assessment

Giffels Webster will conduct an inventory of all assets within the state jurisdiction rights of way, including identifying ownership of each asset. This exercise will be done as a desktop exercise, collecting existing plans from MDOT and evaluating available GIS data from MDOT and Ann Arbor. A field review of the corridors, with video recording, will be performed to observe the current pavement and right-of-way conditions. Our team will confirm our understanding of which assets should be under consideration for transferring. No field data collection is included in the base scope.

The asset inventory may include, and will be limited to items currently within Ann Arbor or MDOT GIS inventories:

- Roadbed (sf)
- Curb & gutter (lf)
- Crosswalks (lf)
- Curb ramps
- Lane striping (lf)
- Sidewalks (sf)
- Pedestrian islands (sf)
- Signs (by type)
- Sign posts & material
- Underground utilities
- Overhead utilities
- Streetlights (by type)
- Traffic signals (by type)
- Bus boarding pads

Using standard assessment procedures by the City of Ann Arbor and/or MDOT where applicable, our team will assess the condition of each of these assets. The condition assessment will include an evaluation of physical condition as well as the age of the asset to help determine its estimated remaining lifespan. It will also include an evaluation of the pedestrian facilities' adherence to the Public Rights of Way Accessibility Guidelines (PROWAG), which are expected to become federal law in fall 2022.

Before embarking on the inventory and assessment, our team will finalize the list of items to be surveyed and the method of evaluation and vet the approach with the city.

Task 3 Deliverable

- Asset inventory

Task 4: Benefit-Cost Analysis

To fully understand the pros and cons of these jurisdictional transfers will require a thorough evaluation

and documentation of the costs and the benefits the community can expect. While deriving costs will be straightforward, capturing the value to a community of intangible and imprecise qualities will require thoughtful development. Our team will work to translate the benefits of the transition into a comparable and quantifiable set of metrics that can be evaluated side by side with the costs through a multi-step process.

Cost Calculation

Our team will develop a thorough cost estimate of the cost of transferring the entire state trunkline system to local ownership, including capital and operating costs, and broken down into two geographic distinctions, quantifying costs for N. Main Street separately from costs for the Jackson, Huron, and Washtenaw corridors, so that the transfer of each corridor can be evaluated separately.

The capital cost calculation will include the short-term costs of bringing the assets into a state of good repair, as necessary. Anything that has a useful life of less than 5 years will be considered in need for an immediate upgrade. The costs of upgrading other assets will take into account the remaining useful life of the asset. In addition, a life cycle cost of regular maintenance and infrastructure replacement will be calculated.

Operations and maintenance costs will be estimated as compared to the existing costs incurred by the city, assuming the city currently takes on some of the maintenance burden such as snow and debris removal.

The cost calculation will also incorporate an assessment of the change in anticipated revenue to the city of Ann Arbor of transferring the jurisdiction, per Michigan Act 51.

Benefits Calculation

Our team will begin the benefits calculation by reviewing the possibilities that having local control of the roadway would afford Ann Arbor, such as reducing travel lanes, adding pedestrian and/or bike facilities, or enhancing transit. Each corridor may have multiple scenarios and we will work with city staff to articulate which scenarios will serve the basis of the benefits calculations. We will evaluate benefits for up to five total scenarios. This task will utilize ideas that the city

has already explored through previous planning efforts or studies and does not include a feasibility analysis of these scenarios.

Drawing from national and state guidance on quantifying benefits of transportation investments, our team will develop a list of the types of benefits that could be achieved and identify the data needs that would be required to calculate a change. Benefits commonly quantified for transportation projects may be evaluated including:

- ▶ safety benefits (based on anticipated drop in crashes from the Crash Modifications Factor (CMF) clearinghouse)
- ▶ health (personal health due to induced walking and bicycling trips)
- ▶ pedestrian and bicycle amenities
- ▶ travel time savings
- ▶ travel time reliability
- ▶ emissions (if a reduction in VMT is expected)
- ▶ noise (if a reduction in VMT is expected)

Our team will also explore quantifying less-traditional benefits, such as economic development impact, alignment with community goals, and tree canopy and environmental benefits. We will first conduct a literature review to determine which elements could be quantified and build those into the benefit calculation. Benefits that are strictly qualitative will be incorporated into the final report through narrative and supporting graphics, where applicable.

Working with city staff, we will finalize the list of benefits to be calculated and a proposed method of calculating their impact.

Data Collection

Calculating the community benefits can be data-intensive. Our team will develop a list of data needed to complete the evaluation of the benefits categories defined above and work with data provided by the city. Some data may be readily available, such as crash data, while other data points may need to be collected, such as pedestrian and bicyclist counts. We will work with the city to identify outstanding data needs and adjust the benefits categories if necessary to accommodate

data availability, develop assumptions in lieu of data, or identify opportunities to collect data anew. Any new data collected is assumed to be handled by the city.

Benefit Cost Analysis

With all inputs identified, Sam Schwartz will prepare an Excel database and form that documents the costs and benefits of each corridor as a separate project in addition to the sum of all corridors. The Excel file will include all individual calculations with assumptions, inputs, and formulas built in, for ease of replicating or adjusting the calculations.

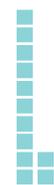
Task 4 Deliverable

- ▶ Excel-based benefit cost analysis

Stronger, safer, healthier communities



\$754 million
benefits from reduced air pollution, increased physical activity, improved traffic safety, and household transportation savings.



\$152 million
cost of construction and annual maintenance

present value of costs and benefits over a 15-year lifecycle

Sam Schwartz conducted a detailed analysis of the health, safety, environmental, and economic benefits of creating comfortable, safe neighborhood streets in Los Angeles, CA—finding that full build out of the network would deliver a 5x return on investment.

Task 5: Final Report

Communicating the benefits of transportation projects through clear narrative and compelling supporting graphics is a particular strength of the Sam Schwartz team. The final report of this study will be succinct, summarizing the findings of the research, the current state of the infrastructure, the short and long-term costs of ownership, and the expected benefits. A draft report will be prepared and provided to the city for review and a final version will be prepared based on one round of revisions.

Task 5 Deliverables

- ▶ Draft report
- ▶ Final report

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 attached states nature and amount of compensation the Contractor may charge the City.

01. Cost Proposal

Personnel	Mike Shamma	Soumya Dey	David Rettig	Stacey Meekins	Jen Robertson	Alex Hanson	Alex Atkinson	Jake Viissers	Michael Darga	Ryan Jones	Mohamed Aguilb	Ariana Toth	Total Hours	Exact Cost
Project Management	0	0	40	16	0	0	0	0	0	0	0	0	56	\$13,440.00
Subtasks			40	16									56	\$13,440.00
Task 1: Jurisdiction Transfer Research	0	5	11	9	8	0	66	24	0	0	0	0	123	\$15,960.00
Literature Review			3	2	8		12	12					37	\$4,612.00
Interviews		5	5	5			30						45	\$6,640.00
Memorandum			3	2			24	12					41	4,708.00
Task 2: MDOT Coordination	2	0	2	8	0	0	6	0	0	0	0	0	18	\$3,368.00
MDOT meeting	2		2	8			6						18	\$3,368.00
Task 3: Asset Inventory	0	0	12	0	0	0	0	4	36	44	84	56	236	\$32,712.00
Office data collection			4						4	4	16	16	44	\$6,020.00
Field data collection			4						8	8	8		28	\$4,600.00
Data processing								4	8	16	20	16	64	\$8,372.00
Reporting			4						16	16	40	24	100	\$13,720.00
Task 4: Cost/Benefits Analysis	0	18	64	28	58	20	76	88	0	0	0	0	352	\$54,232.00
Capital cost calculation		4	16				32						52	\$8,236.00
Operating cost calculation		4	16				32						52	\$8,236.00
Revenue calculation			8				12						20	\$3,176.00
Benefits calculation		4	16	20	40	20		60					160	\$24,040.00
MDOT payment assumptions		4	4		8			8					24	\$3,964.00
Data collection					2			4					6	\$662.00
BCA		2	4	8	8			16					38	\$5,918.00
Task 5: Final report	0	3	8	6	28	0	48	20	0	0	0	0	113	\$14,559.00
Draft Report		2	4	4	16		32	12					70	\$8,882.00
Final Report		1	4	2	12		16	8					43	\$5,677.00
Total Hours	2	26	137	67	94	20	196	136	36	44	84	56	898	
Hourly Billing Rate	\$280.00	\$275.00	\$250.00	\$215.00	\$135.00	\$168.00	\$98.00	\$98.00	\$190.00	\$145.00	\$115.00	\$115.00		
Grand Total														\$134,271.00

P22-03-3290

**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. 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 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.