

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND THE DOWNTOWN  
DEVELOPMENT AUTHORITY OF THE CITY OF ANN ARBOR REGARDING  
RESPONSIBILITIES AND COST ALLOCATION FOR  
THE NORTH FIFTH AVENUE IMPROVEMENTS PROJECT

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_date of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Act 197, Public Acts of Michigan, 1975, MCL 125.1651 *et seq.* with its principal offices at 150 South Fifth Avenue, Suite 301, Ann Arbor, Michigan 48104 (“DDA”), for the purpose of fixing the rights and obligations of the parties relative to the design of the North Fifth Avenue Improvements Project. The design of this project is hereinafter referred to as the “Project.” Relevant details and scope of the Project are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Whereas, the DDA and the City have expressed interest in working cooperatively on the North Fifth Avenue Improvements Project;

Whereas, the City and the DDA have agreed that the DDA should award a contract to SmithGroupJJR, Inc. and their consulting team, hereinafter referred to as “Consultant,” as part of a joint RFQ process to perform engineering design work and streetscape design for the Project;

Whereas, the City will be responsible for funding a portion of the Project as established in Exhibit B; and

Whereas, the City and the DDA have reached an understanding with each other regarding the performance of and payment for the Project and desire to enter into this Agreement to memorialize that understanding.

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the City and the DDA agree:

1. The City and the DDA shall undertake and complete the design phase of the Project in accordance with the terms of this Agreement. Exhibit A to this Agreement refers to and incorporates by reference the Consultant’s design proposal, which details the complete scope of the design work. Exhibit B to this Agreement lists the estimate for each cost sharing category and the allocation of costs between the DDA and the City for each category. As set forth in Exhibit B, the total dollar amount estimate of the City’s share of the Project is \$342,310.
2. The DDA will enter into a contract with the Consultant for the Project. The DDA will administer the contract and related work necessary for the completion of the Project. In its contract with the Consultant, the DDA must require that the Consultant indemnify the City for any claims or lawsuits by third parties arising from the Consultant’s work, and must require the Consultant to cover the City as additionally insured on its general liability policy. In the contract

Consultant to cover the City as additionally insured on its general liability policy. In the contract between them, the DDA and the Consultant also must recognize the City as a third party beneficiary of the contract.

3. The City is responsible for funding its share of the Project as defined in Exhibit B.
4. For payment of the design costs, the DDA will contract directly with the Consultant, and finance the complete cost of the design engineering services, including the City's portion of these costs. The City will reimburse the DDA for the City's share of amounts paid by the DDA. Exhibit B provides the estimated cost breakdown of engineering costs and the amount due the DDA from the City for its share of the costs.
5. As the DDA pays for design services and incurs costs on the Project, the DDA will invoice the City at a frequency no more than monthly. The City shall reimburse the DDA for the City's portion of incurred costs within 30 days of receipt of an invoice from the DDA.
6. Notwithstanding the City's funding of a share of the Project, the parties agree that responsibility for management of the Project, including all aspects of the contract with the Consultant, rests with the DDA.
7. The parties understand and agree that the dollar amounts in Exhibit B are estimates of Project costs and that the actual costs may differ. However, the percentages for each category of costs identified in Exhibit B are agreed to between the parties and cannot be changed except by Amendment to this Agreement. The City's obligation to fund its share of the Project includes the obligation to fund change orders, authorized in writing prior to the work being performed, for its share of the Project. The parties agree that any change order that affects shares of the Project of both parties will be paid in proportion to those percentages agreed to by the DDA and the City and identified in Exhibit B, including both increases and decreases in Project costs.
8. In the event any claims are brought against the City and/or the DDA by the Consultant and/or its consulting team arising out of the design engineering or related work on the Project, costs incurred by the DDA in defending or resolving such claims shall be considered Project costs and will be funded in the same manner and proportion as the work to which the claims pertain. Any change order that results from a claim shall be funded as provided in Paragraph 6.
9. In the event any claims are brought against the City and/or the DDA by a contractor, subcontractor, vendor or supplier for the construction phase of the North Fifth Avenue Improvements Project and arising out of the design engineering or related work on the Project, costs incurred by the DDA in defending or resolving such claims shall be considered Project costs and will be funded in the same manner and proportion as the work to which the claims pertain. Any change order that results from a claim shall be funded as provided in Paragraph 6.
10. Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the DDA or the City of Ann Arbor, respectively.

CITY OF ANN ARBOR, a Michigan  
municipal corporation

ANN ARBOR DOWNTOWN  
DEVELOPMENT AUTHORITY, a public  
corporation

By: \_\_\_\_\_  
Christopher Taylor, Mayor

By: \_\_\_\_\_  
Susan Pollay, DDA Executive Director

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

By: \_\_\_\_\_  
Roger Hewitt, DDA Board Chair

Approved as to substance:

\_\_\_\_\_  
Tom Crawford, Interim City Administrator

\_\_\_\_\_  
Craig Hupy, Public Services Area Administrator

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

## **EXHIBIT A**

Attached as Exhibit A is the Scope of Services for the North Fifth Avenue Improvements Project.

# Exhibit 3 SCOPE OF SERVICES

## Fifth Avenue and Detroit Street

### SUMMARY

Moving significant projects through the design process and construction is a complex endeavor, and requires a thoughtful, coordinated approach. The Scope of Work outlined below is comprehensive and detailed to convey to you our understanding of the project and ability to manage a complex multi-faceted project.

A summary of the proposed scope is outlined below to provide a brief overview.

Phase One: SITE INVESTIGATION + PROGRAM CONFIRMATION: Establish an excellent collaborative, working relationship with the Ann Arbor Downtown Development Authority (“DDA”), the City of Ann Arbor (“City”) and key stakeholders. Confirm and refine the list of programmed activities and site design elements to be included in the work.

Phase Two: SCHEMATIC DESIGN: Building on the Downtown Street Design Manual, study the potential traffic impacts and benefits of altering traffic patterns and configurations, explore in more detail alternative design ideas; engage stakeholders in the refinement of the design, and establish a base understanding of the construction budget and phasing of the work.

Phase Three: DESIGN DEVELOPMENT: Further refine the design, phasing and budget for the Fifth Avenue and Detroit Street project and work with stakeholders and City staff to insure that the design reflects the desired character for Fifth Avenue and Detroit Street and the Ann Arbor Downtown Street Design Manual best practices.

Phase Four: CONSTRUCTION DOCUMENTATION: Complete the design drawings and specifications to a high degree of quality to insure sound construction and solid bids.

Phase Five: CONSTRUCTION BIDDING + NEGOTIATIONS: Assist in obtaining and evaluating bids and preparation of contracts.

Phase Six: CONTRACT DOCUMENTATION + CONSTRUCTION ADMINISTRATION: Provide professional expertise to monitor construction, maintain budgets, and establish a high standard for quality.

Baseline assumptions from which this proposal is based include the following:

1. There are two primary funders for the proposed design and construction work, the City of Ann Arbor, and the Ann Arbor DDA. A small Project Team of staff from both agencies will oversee the process. For work north of Kingsley and south of Catherine Streets the City of Ann Arbor shall be the sole funding agency, and cost of the work between Kingsley and Catherine will be shared under an agreed upon sharing arrangement.
2. The current project construction budget assumes that the work will include water main replacement, stormwater system improvements consistent with Ann Arbor’s Green Streets policies, road reconstruction and/or repaving, reconfiguring the intersection of Detroit Street and Fifth Avenue, improvements to the street and pedestrian lighting, new street trees where needed, potential burial of overhead utility lines on Detroit Street, sidewalk replacements and pedestrian amenities.

3. Geotechnical services to access below grade conditions are not included in this scope of work, and may be added to the Contract later or contracted for independently.
4. We have outlined the basic construction administrative services that are typical when an owner has staff available to provide day-to-day project oversight. Our team is available to provide daily inspection and coordination of testing services; however these are not currently included in this scope.
5. The project will be bid as a single bid package (in a traditional design-bid-build approach), with clear delineations in the construction documents as to which agency is paying for the work.
6. We have also outlined a series of meetings and workshops with a range of groups. We anticipate that besides these specific meetings, we will meet with DDA and/or City staff on average of once a month through the design phases of the project, and will attend up to six meetings of the **DDA Capital Improvements Committee** to discuss the streetscape design, outside of those already defined in the scope of work.
7. The scope of work includes a robust program for reaching out to the community through Focus Groups, and workshops with the Capital Improvements Committee and the Street Design Team. We have listed additional potential meetings with the Focus Groups that are not part of the base scope of work, but may be added for additional fee at the request of the DDA and City.

## PHASE ONE

### SITE INVESTIGATION + PROGRAM CONFIRMATION

#### Task 1.1: Site Investigation

The SmithGroupJJR Team will conduct a preliminary review of the available planning and engineering data and determine the implications on the design efforts. This review will include:

**Data Collection and Review:** Review in detail past planning and design efforts completed to date. We will work with the City and the DDA to gather and study available information that has been previously prepared by others, including:

- Site boundary surveys, aerial photographs, and property ownership data;
- Traffic data, street mapping of existing R-O-W widths and lane configurations
- Public parking data and mapping;
- Utilities maps, easement records, and planned improvements;
- Planned Farmer's Market improvements and activities
- The Downtown Street Design Manual and more detailed information, if needed, including:
  - Zoning ordinances and specific development standards for the district;
  - The recent downtown plan and appendices;
  - City master plans, recreation plans, non-motorized plans, and previous planning efforts in project areas
  - Existing land use maps;
- Known information on other proposed developments and improvements in the area; and

The Design Team will prepare a summary memorandum of the critical findings from the data collected which will influence the development of the design program.

**Site Base Map:** With the collected data SmithGroupJJR will prepare a suitable base map for use in the Schematic Design Phase of work while the site survey is being prepared.

**Site Visit and Conditions Evaluation:** Review and document existing site conditions, including an overview of conditions in the project area, including pavements, pedestrian crossings and movement, site furnishings, site lighting and signage, landscape plantings, and site amenities in the context of evaluating the potential impacts of, and integration with, the proposed improvements. We will visit the site in the nighttime to record light levels and observe the quality of light conditions. Findings will be documented in a series of Site Conditions and Opportunities maps and photographic image boards.

## Task 1.2: Site Survey

The SmithGroupJJR Team will initiate land topographic survey services in the first four weeks of the project, such that survey materials will be available for use during the Design Development and Construction Document phases of work.

A topographic survey of the project area will be completed in order to document the current existing conditions. The limits of this survey will be established during the initial phases of the project to ensure agreement to the extent of survey required. Also included is the gathering of utility data from utility providers and the incorporation of utilities in to the topographic survey. The survey will include planimetric, topographic and utility work. (Boundary Survey and ALTA surveys are not included.) Utility survey will include field DIPS information for storm and sanitary sewers within the project areas. As part of the survey efforts the right-of-way will be found and identified.

## Task 1.3: Establish a Stakeholder Outreach Campaign

The SmithGroupJJR Team will conduct an information and outreach campaign. We have outlined in this proposal a process that includes meetings, interviews, web-based information and communication, and related outreach efforts. The format and content of the workshops and meetings that are outlined below will be used as a starting point for discussions with the Project Team as we refine a Public Outreach Campaign with you. Before the design process begins, we will work with the Project Team to prepare a detailed and specific outline of the elements of the information and outreach campaign, which may become more project specific than what we have proposed in this scope of services.

To help facilitate community involvement in the design process, we propose working within a two committee structure to guide the design efforts:

1. The **Capital Improvements Committee** of the Ann Arbor DDA Board will provide high level input into the streetscape design process, insuring that the design achieves the mission of the DDA and goals set by previous efforts. More specifically, the group will help determine budget priorities and help shape the outreach process, as well as review and give guidance to design documents prior to public meetings. In addition, the group will work along with the Street Design Team to inform a program for street development and design character.
2. The **Street Design Team**, including DDA and City management, planning, and engineering staff. This group will provide review and input into the plans, specifications, design character, and programmatic elements as they develop to insure they are compatible with the Street Design Manual and best practices. . In addition this group will help to ensure that all review processes are anticipated and efficient and think through construction staging and traffic detours, as it relates to other projects.

3. A set of independent **Focus Groups** made of people within a particular organization or from multiple organizations that share with a common expertise or concern. For each round of Focus Group meetings, we assume up to three meetings.

We will also integrate ideas from individual property owners, stakeholders, and the general public in a meaningful way through presentations, open houses, and design workshops. We use a variety of potential engagement techniques to allow for all participants and groups to be comfortable in providing input.

Meetings with the committees, focus groups, and the public will be documented in summary notes, which will be formatted in Word, and provided to DDA staff for records and distribution. These summary report will document the progress of the design process, as well as help inform the Capital Improvements Committee as to how input from the community is shaping the project.

We will assist the project team in using the City of Ann Arbor's Community Engagement Toolkit and A2 Open City Hall site to identify stakeholders and announce events and project milestones achieved, present design documents throughout the process, solicit input on the work, provide meeting summaries to communicate the project direction, and suggest other forms of input such as contact information for key Team members (if appropriate).

## Task 1.4: Programming Exploration and Kick-Off Workshops

The SmithGroupJJR Team will host a series of meetings and workshops, focusing on site and program exploration, as follows:

### 1. **Capital Improvements Committee** Workshop

- Conduct a kick-off meeting with the **Capital Improvements Committee** to review project requirements, schedule, and scope of work, and confirm a set of project goals and objectives.
- Lead a tour of the project area with the **Capital Improvements Committee** members to re-familiarize everyone with existing conditions that will influence the planning and design efforts. We have found that looking at a familiar place with a larger group can spark productive discussions and fresh observations of the physical environment that often surprise participants.
- Reconvene after the site visit to review findings with the **Capital Improvements Committee**, and to conduct an interactive discussion about how the Street Design Manual can be used, and what programming elements and uses are important for the Fifth Avenue and Detroit Street area.

### 2. **Street Design Team** Workshop

- Conduct an abbreviated version of the workshop described above with the **Street Design Team**. If possible this meeting should occur the day after the **Capital Improvements Committee** workshop.
- Review potential traffic modification scenarios and broad parameters which can be studied in the next phase of work.
- At the close of the second workshop we will meet with the Project Team to review the results of the work to date, have an interactive discussion on program priorities, and discuss next steps.

### 3. **Focus Group** Meetings

Conduct a series of meetings with a range of focus groups, including Community High School, local merchants, the Farmer's Market, neighborhood organizations, Historic District Commission, and City staff. These meetings will be informal and brief, allowing attendees to get an update on the progress of the project and offer timely input.

At this point in the process, we will initiate contact with Detroit Edison to begin exploring the potential for placing electrical utilities underground on Detroit Street, and establish contact protocols and design parameters.

### 4. **Pop-Up** Workshop



A Pop-Up Workshop will be held in the project area over the lunch hour and early afternoon. As part of this effort we will carry our visioning and design tools into the community to gather informal, immediate and organic feedback about the project, its use, and the desired program elements and design ideas. A logical set of locations to conduct the Pop-Up Workshop include the intersection of Detroit Street and Fifth Avenue and the Farmer's Market area which are areas of high pedestrian activity and within the project site.

We have not included any costs associated with the set-up and use of a local project workstation. We will look to the DDA to provide this space, or arrange a space for the Team's use. We have also not included any costs associated with the use, supply (including food and refreshments), arrangement, or furnishing of space for Team meetings, workshops, or work space.

### **Phase One Meeting Summary:**

- One Capital Improvements Committee Workshop
- One Street Design Team Workshop
- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)

## **PHASE TWO**////////////////

### SCHEMATIC DESIGN

To confirm the scope and design direction of the project, the SmithGroupJJR Team will prepare Schematic Design Plans for the project area. Our efforts will include the following:

#### **Task 2.1 – Traffic Evaluation**

The SmithGroup JJR Team will develop Synchro traffic models for evaluating traffic operations for three scenarios; existing conditions, Detroit directional change, and a third option to be determined. The models will utilize the traffic data gathered in Phase One and will evaluate traffic operations for the am and pm peak hours of a typical weekday. The analysis will include a review of vehicle delay levels-of-service for intersections and specific movements, and network queueing and general operations.

Once the models are developed, then a letter report summarizing findings and recommendations will be created and shared with the project team. SimTraffic will also be used to visually display the traffic operations on an aerial image for use in review meetings.

The models and report will be fine-tuned given input from the project team. With a preferred alternative selected, the report will be finalized and distributed to the project team.

#### **Task 2.2 – Design Alternative Concepts**

**Alternative Schemes:** The SmithGroupJJR Team will prepare three **Alternative Concepts** showing potential improvements, programmatic uses, and approaches to development for the project area based on the results of Phase One and input from the Capital Improvements Committee, Street Design Team, Historic District Commission, and The DDA. These plans will be graphically "loose" in nature and will explore distinctly different approaches to the design and programming of each of the project areas. Design elements to be addressed in the Alternative Concepts include:

- Streetscape program - including events, special programming opportunities, use areas, and festival street

- opportunities;
- Expanded universal accessibility;
- Grading approach;
- Stormwater approach;
- Landscape approach;
- Special paving areas;
- Walls and planters;
- On-street parking & loading
- Lighting approaches and layouts
- Street furniture approach and types; and
- Opportunities for special amenities such as art, community markers, etc.
- Relationship to the Farmer’s Market
- Crossing treatments

**Perspective Model:** The three alternatives will be illustrated with plan view sketches, as well as digitally modeled in 3-D so the design intent is easily understood and evaluated.

**Cost Estimate:** An order of magnitude estimate of construction costs will be prepared for each of the alternatives to assist in the evaluation of their value and attributes.

### Task 2.3: Design Workshops

We propose conducting three Design Workshops, the first two with the **Street Design Team** and the **Capital Improvements Committee** to vet out the alternatives, and to develop refinements to the plans and/or develop new alternatives. We will edit and refine the alternatives based on the results of the two workshops, and then conduct a (third) public workshop to gather input from the larger community. All of the workshops will be structured as interactive meetings that allow the project team, Street Design Team, and the Capital Improvements Committee to openly comment on the ideas presented, help in the development of new ideas for the plan, and offer input as to preferences. The goal of the workshop will be to gain an understanding of the range of design and planning ideas possible, their relative merits, and help reach consensus for further refinements to the project. Tools we use to solicit input from the stakeholders participating in the workshop may include:

- Small group/hands-on interaction;
- Charrette style idea generation with design professional and stakeholder collaboration;
- Preference exercise(s) to help define the design character, program elements, and/or alternative design ideas desired; and
- Electronic versions of the work in progress for posting and transmittal to those unable to attend workshops

We anticipate that the results of the workshops will be a series of design sketches illustrating the design ideas, a written summary of the conclusions of each group, and a listing of outstanding design issues that require additional study.

Meetings will be conducted with the **Focus Groups** to solicit input into the design alternatives, and to identify key issues for each alternative related to the each group’s knowledge and focus. We will continue to meet with and keep the Historic District Commission informed, presenting workshop results and project updates.

### Task 2.4: Draft Schematic Design Plan

Based on the results of the previous workshops and follow up discussions with the project team the SmithGroupJJR Team will prepare a Schematic Design Plan that illustrates preferred design direction. Alternative design approaches may still be under consideration for key parts of Fifth Avenue and Detroit Street, and these alternatives will be clearly illustrated. The graphic plans will be supplemented with

example photographs, cross sections, and sketches to communicate the design and engineering intent. The 3-D perspective model will be updated to reflect the draft plans. A draft Opinion of Probable Construction Cost will also be developed to understand the budget implications of the proposed plan.

## Task 2.5 Schematic Design Workshops

The Schematic Design Plans will be presented in four workshop sessions, the first to the **Capital Improvements Committee**, the second to the **Street Design Team**, third to Historic District Commission, and then to general public and focus groups. The meetings will be structured in an interactive, workshop style to review and solicit feedback on the site plans, architectural plans, and anticipated costs. The workshop will include a brief presentation of the Draft Schematic Design Plans and the alternatives being considered within the overall plans, followed by an interactive set of exercises to engage the participants (as outlined above for the previous design workshop). The SmithGroupJJR Team will prepare plans, perspective views, and diagrams to help clearly communicate the design intent and the alternative choices available.

The key objectives for the workshop will be to:

- Confirm that the design reflects the input provided in the previous design workshops;
- Assess priorities for implementation – What matters the most to the stakeholders and community?
- Help define the character and materials for the design through consideration of alternatives; and
- Provide information as to the anticipated next steps for the project.

Following the workshop the Draft Schematic Design Plans and related documents will be refined and finalized, and provided to the DDA in two hard copies and an electronic file format.

## Task 2.6: Implementation Strategy

The SmithGroupJJR Team will work with the **Capital Improvements Committee** and **Street Design Team** to develop an Implementation Strategy based on the accepted Preferred Plan. The Implementation Strategy will describe the proposed plan and will serve as a summary report for the project. As part of this task the SmithGroupJJR Team will prepare an assessment of the following important components of the project:

- Critical site infrastructure improvements;
- The appropriate sequencing or phasing of improvements;
- The probable construction costs;
- Potential funding source summary;
- A written description of the project program, including how it meets the objectives of the City CIP, DDA Mission, Street Design Manual, and responds to design input.
- Recommended sustainable low impact design measures; and
- An assessment of how plan relates to the Street Design Manual, and an outline of any potential amendments desired.

The SmithGroupJJR Team has extensive experience securing grant funding for streetscape, alternative transportation, and community development projects and we can assist the project team with assessing grant and funding opportunities, communication with potential funding sources about the project, and preparing grant and funding applications. For this scope of work, we will work with the project team to determine grant opportunities for both supplementing the design and engineering of future project phases and to fund construction of specific elements of the project, and we believe that the project is a good fit for potential funding programs. We have not included grant application services as a part of this scope of work, but are able to perform this service.

We will distribute key part of the Implementation Strategy to private utilities in the project area, and coordinate a meeting with private utilities to communicate design intent and project logistics, including the potential to bury electrical utilities on Detroit Street.

**Phase Two Meeting Summary:**

- Two Capital Improvements Committee Workshops
- Two Street Design Team Workshops
- Two Public Workshops
- One Historic District Committee Workshop
- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)
- One meeting with private utilities

## **PHASE THREE**//////////

### DESIGN DEVELOPMENT

#### Task 3.1: Design Development Documents

Based on the approved Schematic Plan, and input from the regulatory and funding agencies, the SmithGroupJJR Team will prepare a set of Design Development Plans that illustrate the project improvements in sufficient detail to communicate the design intent, and measure quantities for cost estimation purposes.

We anticipate the following products will be required as part of each set of preliminary design documents:

- Cover Sheet
- Site Survey of Existing Conditions
- Site Preparation and Removals Plans
- Street Plans and Profiles
- Street Cross Sections and Details
- Water Main Plan and Profile
- Storm Water Profiles and Details
- Grading and Drainage Plans
- Sidewalk Layout and Materials Plans (including landscape)
- Lighting layout, photometrics, and cut sheets
- Sidewalk Zone Details
- Outline Technical Specifications describing the work

#### Task 3.2 Implementation Strategy Update

The plans will be supplemented with an updated Implementation Strategy Plan, including an Opinion of Probable Construction Cost and Implementation Phasing Plan to assist the project team in understanding the potential costs of the construction project and the opportunities for phasing the implementation of the project. Particular attention will be paid to strategies for sequencing construction to minimize impacts to businesses and community events, identifying potential construction staging areas and site preparation needs, and mapping out temporary traffic patterns and access strategies.

#### Task 3.3: Meetings and Reviews

**Meetings and Reviews:** Documents will be submitted to the project team at 50% complete and 90% complete for your review, input, and distribution to the **Capital Improvements Committee, Street Design Team**, and others as you deem appropriate. We anticipate up to two meetings each with the **Capital Improvements Committee** and the **Street Design Team** to gather input and guide the design efforts. We will start each meeting with an overview of progress and discussion of the larger issues related to the project as a whole, and then drill down into a more detailed discussion of project budget, materials, design details, and construction logistics.

The SmithGroupJJR Team will also conduct a round of **Focus Group** meetings to engage stakeholders in a discussion of the design refinements and construction sequencing strategies. We will also continue to coordinate with private utilities by sending the interested parties the plan documents, and updating the utilities on plans for any utility upgrading and or burial.

**Public Open House:** The SmithGroupJJR Team will conduct a set of three Public Open Houses during the Design Development Phase to encourage communication with the public on the status of the design and anticipated construction phasing, while allowing community members to ask questions and offer comments. We have found that the open house format allows people to gather information, become comfortable with the proposed changes, and become advocates for the project. Presentation graphics will be prepared to communicate to the public, and a handout provided for participants to use as a reference.

Plans will be submitted to the City review and comment. Plans and permit applications will also be prepared and submitted to the Michigan Department of Environmental Quality for review of the changes to the public water system. Permits that are typically sought when a project is commencing construction are assumed to be the responsibility of the Construction Contractor.

**Phase Three Meeting Summary:**

- Up to Two Capital Improvements Committee Meetings
- Up to Two Street Design Team Meetings
- One Public Open House
- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)

## **PHASE FOUR**//////////

### CONSTRUCTION DOCUMENTATION

#### Task 4.1: Construction Documents

Perform civil engineering, landscape architectural, architectural, and electrical, mechanical, and structural engineering services to finalize Construction Document plans and specifications for the project area. We anticipate the following will be required as part of this set of Construction Documents:

- Cover Sheet and Phasing Plan
- Site Survey of Existing Conditions
- Soil Erosion Control Plans
- Site Preparation and Removals Plans

- Traffic Maintenance and Control Plans
- Street Plans and Profiles
- Street Cross sections and Details
- Water Main Plan and Profile, and details
- Storm water Plans and Profiles
- Storm water Details
- Grading Plans (Street and Sidewalk)
- Lighting and Electrical Plans
- Electrical Diagrams and Details
- Sidewalk Zone Layout Plans
- Sidewalk Zone Materials and Landscape Plans
- Sidewalk Zone Details
- Technical Specifications

We will prepare the construction documents, technical specifications, and engineer’s estimates and quantities to be included in the BID package (which will be prepared by the City). The City of Ann Arbor will oversee the BID process with our input and assistance, as needed. We assume that we will utilize DDA or City of Ann Arbor standard document and edit to suit the needs of the project. All final design AutoCAD files will be submitted to the DDA and City for their records.

#### Task 4.2: Implementation Strategy Update

**Implementation Strategy Update:** The plans will be supplemented with an updated Implementation Strategy Plan, including an Opinion of Probable Construction Cost and Implementation Phasing Plan to assist the project team in understanding the potential costs of the construction project and the opportunities for phasing implementation of the project. Particular attention will be paid to strategies for sequencing construction to minimize impacts to businesses and community events, identifying potential construction staging areas and site preparation needs, and to mapping out temporary traffic patterns and access strategies.

#### Task 4.3: Meetings and Reviews

**Meetings and Reviews:** The SmithGroupJJR Team will provide the Construction Documents to the project team at 60%, 95%, and 100% complete levels for review, input, and distribution to the City staff, **Capital Improvements Committee, Street Design Team**, and others as you deem appropriate. We anticipate that the project team will update the **Capital Improvements Committee** and **Street Design Team** relative to the progress and discussion of the larger issues related to the design, the relation of the project to the other work in the downtown and city, and an update on the overall schedule and budget.

The SmithGroupJJR Team will also conduct a round of **Focus Group** meetings to engage stakeholders in a discussion of the design refinements and construction sequencing strategies. We will also continue to coordinate with private utilities by sending the interested parties the plan documents, and updating the utilities on plans for any utility upgrading and or burial.

#### **Phase Four Meeting Summary:**

- Up to three Focus Group Meetings
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)

## PHASE FIVE ////////////////

## CONSTRUCTION BIDDING + NEGOTIATIONS

### Task 5.1: Pre-Bid Services

The SmithGroupJJR Team will provide assistance to the project team during bidding, including the following pre-bid services:

1. Provide the project team list of potential bidders experienced in similar construction to be added to the City's list of local bidders.
2. Attend and lead a Pre-Bid meeting, including a site tour.
3. Provide clarifications, both written and in the form of sketches, for their inclusion in addenda.
4. We will attend the bid opening, review bid tabulation and supporting documents and offer recommendations if requested.

### Task 5.2: Post Bid Assistance

The SmithGroupJJR Team will provide assistance to the DDA during bidding, including the following post-bid services:

1. Provide assistance to the DDA in negotiating Contracts with low bidders. Such assistance may include participation in conference calls, review and acceptance of alternative materials and equipment, discussions with bidders as to content and completeness of bids, and attending a briefing with the low bidders and the DDA to clarify any uncertain issues.
2. Review of bidder's submittals including project schedule, schedule of values, Subcontractor lists, qualifications data, and references.
3. We will provide to the successful bidder a set of the documents in AutoCAD format for their use during construction.

Review of draft Contracts for consistency with the Construction Documents **Phase Five Meeting Summary:**

- One Pre-bid Meeting
- One Bid Opening
- Monthly meetings with DDA and/or City staff (as needed)
- Meet with CIC as needed (up to six times over project)

## PHASE SIX

## CONTRACT DOCUMENTATION + CONSTRUCTION ADMINISTRATION

SmithGroupJJR will commence Construction Administration services and responsibilities upon the award of a Contract for Construction of the project and terminate such services at Final Acceptance of the work. During the construction period SmithGroupJJR will provide the following services:

### Task 6.1: Meetings and Site Reviews

1. Participate in one pre-construction meeting.
2. Participate in regular construction meetings during the active stages of construction, approximately every other week during active construction. We anticipate that the project will be built over a single construction season, for a total of 12 weeks of active construction.
3. Make visits to the site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the various aspects of the Contractor' work. Based on information obtained during such visits and on such observations,

SmithGroupJJR will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents. For purposes of budgeting we have assumed an average of one site trip per week over 12 weeks of active construction. These site visits are in addition to the regular construction meetings noted above.

### Task 6.2: Document Review and Management

1. Review and approve shop drawings, samples, mock-ups, testing reports and other data that the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Evaluation of Contractor submitted substitutions is considered an extra service.
2. Prepare and distribute bulletins, change orders, and supplemental instructions (e.g., responses to RFIs) including clarifications and progress reports as required to address drawing clarification, field conditions and minor modifications to the work. Evaluate scope and price submittals of change orders from the Contractors.

### Task 6.3: Project Close-Out:

1. Conduct a site review at substantial completion to determine if the work is substantially complete and prepare a punch list of uncompleted or unacceptable work items. Upon notice that all punch list items are complete, a final site review will be held to determine if the completed work is acceptable.

The DDA may require inspection or testing of the work by materials testing agency. Our team can coordinate this work; however, this work is not included in this proposal.

DDA requested bulletins and change orders which modify the scope of work previously agreed upon is considered an extra service.

Members of the Design Team will not have control or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, or for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

### **Phase Six Meeting Summary:**

- Up to Six Construction Meetings
- Up to Twelve Site Visits
- One Substantial Completion Inspection/Meeting
- One Final Completion Inspection/Meeting
- Meet with CIC as needed (up to six times over project)



## **EXHIBIT B**

Attached as Exhibit B are the cost summary and funding responsibilities for the North Fifth Avenue Improvements Project.

Exhibit B: Ann Arbor DDA: Fifth Avenue and Detroit Street Improvements

**Fifth Avenue and Detroit Street Fee Summary**

**Legend:**

	Funded by the DDA (sidewalk design)
	Funded by the City (roadway and utility design)
	75% DDA and 25% City (outreach and committee meetings)
	50% DDA and 50% City (analysis & traffic modeling)

**PROFESSIONAL TIME and FEES**

date: December 15, 2015

PHASE NUMBER (task)	TASK & SUBTASK	BY PHASE- TOTAL HOURS	TOTAL FEE	Lead
<b>ONE</b>	<b>SITE INVESTIGATION and PROGRAM CONFIRMATION (2 months)</b>			
1.1	Site Investigation			
	Data Collection and Review	16		SGJJR
	Site Base Map	6		SGJJR
	Site Visit and Conditions Evaluation	44		SGJJR
1.2	Site Survey	180		FTCH
1.3	Establish a Stakeholder Outreach Campaign	8		SGJJR
1.4	Kick-off Workshops			
	Committee Meetings (2 x 2)	70		SGJJR
	Focus Groups (3)	32		SGJJR
	PM and meetings	68		50/50
	<b>SUBTOTAL OF HOURS by professional</b>	<b>424</b>		
	Billing Rate			
	FEE by professional			
	<b>FEE THIS TASK</b>		<b>\$62,732.00</b>	
	Reimbursables		\$2,700.00	
<b>TWO</b>	<b>SCHEMATIC DESIGN</b>			
2.1	Traffic Evaluation	280		FTCH
2.2	Design Alternative Concepts			
	Alternative Schemes	132		SGJJR
	Perspective Model	64		SGJJR
	Cost Estimate	52		50/50
2.3	Design Workshops			
	Committees and Public (3)	64		SGJJR
	Focus Groups (3)	38		SGJJR
2.4	Draft Schematic Design Plan	80		SGJJR
2.5	Schematic Design Workshops and Presentation (4)	84		SGJJR
2.6	Implementation Strategy	38		50/50
	<b>SUBTOTAL OF HOURS by professional</b>	<b>832</b>		
	Billing Rate			
	FEE by professional			
	<b>FEE THIS TASK</b>		<b>\$85,648.00</b>	
	Reimbursables		\$2,200.00	
<b>THREE</b>	<b>DESIGN DEVELOPMENT (4 plan sheets)</b>			
3.1	Design Development Documents			
	Cover Sheet (1)	8		SGJJR
	Site Survey of Existing Conditions	24		FTCH
	Site Preparation and Removals Plans	64		FTCH
	Street Plans and Profiles	84		50/50
	Street Cross Sections and Details	52		FTCH
	Water Main Plan and Profile	96		FTCH
	Storm Drain Profiles and Details	100		FTCH
	Grading Plans	92		SGJJR
	Sidewalk Layout and Materials Plans (including landscape)	96		SGJJR
	Lighting layout, photometrics, and cut sheets	40		SGJJR
	Sidewalk Zone Details	60		SGJJR
	Outline Technical Specifications describing the work	56		50/50
3.2	Implementation Strategy Update	48		50/50
3.3	Meetings and Reviews			
	Meetings with Committees (2)	56		SGJJR
	Focus Group Meetings (3)	32		SGJJR
	Public Open House	20		SGJJR
	PM and Meetings with DDA and City staff	128		50/50
	QUALITY ASSURANCE	32		50/50
	<b>SUBTOTAL OF HOURS by professional</b>	<b>1088</b>		
	Billing Rate			
	FEE by professional			
	<b>FEE THIS TASK</b>		<b>\$129,866.00</b>	
	Reimbursables		\$1,400.00	
<b>FOUR</b>	<b>CONSTRUCTION DOCUMENTATION (4 plan sheets)</b>			
4.1	Construction Documents			
	Cover Sheet and Phasing Plan	24		SGJJR
	Site Survey of Existing Conditions	28		FTCH
	Soil Erosion Control Plans	52		FTCH
	Site Preparation and Removals Plans	48		FTCH
	Traffic Maintenance and Control Plans	148		FTCH
	Street Plans and Profiles	112		SGJJR
	Street Cross sections and Details	64		FTCH
	Water Main Plan and Profile, and details	100		FTCH
	Storm water Plans and Profiles	72		FTCH

	Storm water Details	36	FTCH
	Grading Plans (Street and Sidewalk)	112	SGJJR
	Lighting and Electrical Plans	64	SGJJR
	Electrical Diagrams and Details	24	SGJJR
	Sidewalk Zone Layout Plans	116	SGJJR
	Sidewalk Zone Materials and Landscape Plans	100	SGJJR
	Sidewalk Zone Details	124	SGJJR
	Technical Specifications	58	50/50
4.2	Implementation Strategy	64	50/50
4.3	Meetings and Reviews		
	Meetings with Committees (2)	10	SGJJR
	Focus Group Meetings (3)	16	SGJJR
	PM and Meetings with DDA and City staff	136	50/50
	QUALITY ASSURANCE	34	50/50
	<b>SUBTOTAL OF HOURS by professional</b>	<b>1,542</b>	
	Billing Rate		
	FEE by professional		
	<b>FEE THIS TASK</b>	<b>\$180,016.00</b>	
	Reimbursables	\$1,700.00	
<b>FIVE</b>	<b>CONSTRUCTION BIDDING and NEGOTIATIONS</b>		
5.1	Pre-Bid Services		
	Bid List	13	SGJJR FOR PHASE 5 AND 6, GENERALLY ASSUME A 60% SGJJR/40%
	Addenda	28	SGJJR
	Bid Opening	12	SGJJR
5.2	Post Bid Assistance		
	Review Bids and Recommend	18	SGJJR
	review contract	14	SGJJR
	<b>SUBTOTAL OF HOURS by professional</b>	<b>85</b>	
	Billing Rate		
	FEE by professional		
	<b>FEE THIS TASK</b>	<b>\$12,347.00</b>	
	Reimbursables	\$600.00	
<b>SIX</b>	<b>CONTRACT DOCUMENTATION and CONSTRUCTION ADMIN</b>		
6.1	Meetings and Site Reviews (36)	182	SGJJR
6.2	Document Review and Management		
	Shop Drawings, etc.	94	SGJJR
	Bulletins and Change Orders	114	SGJJR
	Payment Applications (10) DELETED	0	SGJJR
6.3	Project Closeout		
	Site Inspections and Punch List	56	SGJJR
	Record Drawings DELETED	0	SGJJR
	<b>SUBTOTAL OF HOURS by professional</b>	<b>446</b>	
	Billing Rate		
	FEE by professional		
	<b>FEE THIS TASK</b>	<b>\$62,920.00</b>	
	Reimbursables	\$3,500.00	
	<b>TOTAL HOURS BY PROFESSIONAL (for shared project area)</b>	<b>4,417</b>	
	<b>FEE TOTAL BY PROFESSIONAL (for shared project area)</b>	<b>\$533,529.00</b>	
	Reimbursable Expenses Total (see below)	\$12,100.00	
	<b>FEE TOTAL for shared project area (Hourly, Not to Exceed. Includes reimbursable)</b>	<b>\$545,629.00</b>	
	DDA Fee for shared project area	\$289,216.50	
	10% contingency on DDA fee	\$28,921.65	
	<b>Total DDA fee &amp; contingency</b>	<b>\$318,138.15</b>	
	City Fee for shared project area	\$256,412.50	
	City Fee for 5th Avenue improvements outside of project area	\$54,778.00	
	10% contingency on City fee	\$31,119.05	
	<b>Total City fee &amp; contingency</b>	<b>\$342,309.55</b>	
	<b>TOTAL CONTRACT AMOUNT (Hourly, Not to Exceed. Includes reimbursable)</b>	<b>\$660,447.70</b>	
	<b>LABOR FEE BY FIRM</b>		
	Reimbursable Expenses by Firm	\$12,100.00	

**ESTIMATED CONSTRUCTION COSTS FOR 5TH AND DETROIT STREET PROJECT**

FIFTH (North of Kingsley)  
Water main and  
Limited road reconstruction  
\$70,000  
(City funding)

2018  
Construction

SHARED  
PROJECT AREA  
2018 Construction

DETROIT  
Storm \$420,000 (City)  
Water main \$135,000 (City)  
Road reconstruction (with potential  
reconfiguration) \$900,000 (City)  
\$250,000 (DDA)  
Sidewalk Imp. \$ 1,075,000 (DDA)

SHARED PROJECT  
AREA TOTAL  
\$5,325,000

FIFTH  
Storm \$270,000 (City)  
Water main \$110,000 (City)  
Road reconstruction \$840,000 (City)  
\$250,000 (DDA)  
Sidewalk Imp. \$1,075,000 (DDA)

FIFTH (between Catherine and Ann  
Mill and resurface)  
\$80,000  
(City funding)

