

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
TRANSPORTATION ENGINEERING DESIGN, DPC.
AND THE CITY OF ANN ARBOR FOR
NORTH MAIN STREET TRANSPORTATION STUDY**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Transportation Engineering Design, DPC., (an affiliate of Toole Design Group, LLC) 20 East Broad Street, Suite 400, Columbus, OH 43215("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

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

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

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

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

Project means North Main Street Transportation Study

Services means described in Exhibit A.

2. DURATION

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

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.
- D. Contractor may rely upon the accuracy of reports and surveys provided by the City,

except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

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

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$599,871, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner

satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 - 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality

performed by persons regularly rendering this type of service.

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

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

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

- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

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

12. REMEDIES

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

13. NOTICE

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

If Notice is sent to Contractor:

Transportation Engineering Design, DPC
Attn: Alia Anderson, AICP Director of Planning
20 East Broad Street, Suite 400
Columbus, OH 43215
If Notice is sent to the City:

City of Ann Arbor
ATTN: Nicholas Hutchinson
With Copy to: Suzann Flowers

301 E. Huron St.
Ann Arbor, Michigan 48104

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

14. CHOICE OF LAW AND FORUM

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

15. OWNERSHIP OF DOCUMENTS

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

Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

17. SEVERABILITY OF PROVISIONS

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

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

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

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

**TRANSPORTATION ENGINEERING
DESIGN, DPC**

By: _____
Name: Alia Anderson, AICP
Title: Director of Planning
Date: _____

CITY OF ANN ARBOR

By: _____
Name: Milton Dohoney Jr.
Title: City Administrator
Date: _____

Approved as to substance:

By: _____
Name: Jordan Roberts
Title: Public Services Area
Administrator
Date: _____

Approved as to form:

By: _____
Name: Atleen Kaur
Title: City Attorney
Date: _____

(Signatures continue on following page)

By: _____

Name: Christopher Taylor

Title: Mayor

Date: _____

Approved as to form:

By: _____

Name: Jacqueline Beaudry

Title: City Clerk

Date: _____

EXHIBIT A
SCOPE OF SERVICES

CITY OF ANN ARBOR

NORTH MAIN STREET TRANSPORTATION STUDY

Scope of Work and Fee Estimate

May 9, 2025

Task 1: Project Management

With any project, it's important to have a project manager and key staff members with experience across many disciplines so that issues can be anticipated and diffused before they become problems. The Toole Design Team, starting with the project manager, will use its expertise to ensure that this project runs smoothly. We approach our clients as partners and we recognize staff time is a finite commodity, so we make sure to separate the issues that can easily be solved in-house from those that require staff input.

Paul Lippens, AICP, NCI will be our Project Manager and will be responsible for project oversight and regular communication with City of Ann Arbor staff. He will schedule bi-weekly calls with the City of Ann Arbor PM to provide project updates, review work progress, and collaborate on upcoming tasks and deliverables. Paul will work closely with Drew Parker, Deputy Project Manager, who is located in Ann Arbor.

As part of our commitment to providing the highest level of quality, Toole Design employs a rigorous Quality Assurance/Quality Control (QA/QC) program to control the quality of our work as well as that of our subconsultant. Every Toole Design project is assigned a Principal-in-Charge, a senior staff member who takes personal responsibility for Toole Design's performance on the project. Projects then start with an internal kickoff meeting where the Project Manager and Principal-in-Charge work with the project team to clearly define and document the roles and responsibilities of all team members and discuss the appropriate QA/QC process. Our proposed Principal-in-Charge for this project is Dina López. Dina is Toole Design's Midwest Planning Director and has over 20 years of experience managing and advising staff on complex pedestrian, bicycle, and multimodal street projects.

At the beginning of the project we will prepare materials for and host a kickoff meeting with city staff and the consultant team to review the project scope of work, schedule, and discuss goals for the project. After the kickoff meeting we will host bi-weekly calls with the City PM throughout the project to provide updates and solicit input. We also propose hosting monthly Project Management Team meetings that include additional City staff from other departments to provide more substantial updates and ensure all internal departments are kept up to date on the project.

Task 1 Deliverables

- Kickoff Meeting
- Up to 24 bi-weekly check-in calls with the City of Ann Arbor Project Manager
- Up to 12 monthly Project Management Team meetings
- Up to 12 monthly invoices and progress reports

Task 2: Existing Conditions Assessment

Our first task will be to develop an Existing Conditions Assessment. This assessment will serve as a shared understanding of the issues along North Main Street for our project team, external partners, and the public.

Crash Analysis

Toole Design will develop a crash analysis that summarizes historic crash trends with a focus on severe crashes. This analysis will break down crashes by location, mode, and severity and seek to identify crash patterns based on the crash type, contributing factors (including user behavior), crash context, and infrastructure characteristics for all crashes and severe crashes within the project extents. We will focus specifically on crashes involving people walking, biking, and rolling (sometimes referred to as “vulnerable road users”) in this crash analysis.

Summary of Existing Traffic Volume and Multimodal Travel Data

Toole Design will work closely with City of Ann Arbor staff to identify and compile the existing motor vehicle traffic and multimodal travel data in the area.

Gap Analysis

After compiling the existing data, Toole Design will review the existing walking, biking, transit, and motor vehicle networks within the study area and identify connectivity and safety gaps. These gaps will be mapped and used to inform additional discussions with City staff and public engagement materials. As part of this analysis, we will include discussion of how access management in the portion of the corridor north of Depot Street impacts safety.

Road Safety Audit

As part of the existing conditions assessment, WSP staff will lead a Road Safety Audit (RSA) evaluation, following the eight-step process per FHWA guidance, to identify safety deficiencies along North Main Street from Huron Street (BR-94) to M-14, including all cross-streets within this section. Three WSP staff and two Toole Design staff from different disciplines will conduct the RSA to provide observations from differing perspectives.

Our process includes analyzing crash data by summarizing statistics, mapping the information spatially, and reading UD-10 forms to understand the crash narratives associated with severe crashes involving pedestrians, bicyclists or people driving motor vehicles. We will conduct field visits at varying times throughout the day to review operations under different lighting, traffic, and weather conditions when possible. We will collect photos and videos to support our observations, travel the corridor on foot, in a car, and potentially with alternative modes of transportation (e.g., bicycles, scooters) to understand challenges from different perspectives. Our team is adept at documenting this information and presenting it clearly to project stakeholders, informing countermeasure identification, and providing a basis for concept development.

We will conduct a Highway Safety Manual (HSM) analysis as part of the RSA process using Michigan-based crash functions to understand the existing condition along the project corridor on an intersection-by-intersection and segment-by-segment basis. This analysis also provides a basis for testing alternative concepts, where we can estimate the safety performance of alternative concepts using HSM methods with applicable crash modification factors (CMF) to understand the impact of potential countermeasures and geometric changes.

When combined with the traffic modeling output, this information provides a basis to tabulate the safety and performance benefits, which our team can use to assess the time-of-return and the benefit-to-cost ratio for each concept.

Our deliverables will include a draft and final RSA memo that will document the existing safety condition of the corridor and identify potential countermeasures to consider with concept development, including the anticipated safety performance associated with those countermeasures. We will also conduct additional HSM analysis to assess emerging near-term (preliminary design) and long-term concepts for implementation, separate from the RSA report documenting the existing condition. This approach will ensure the RSA report is consistent with FHWA guidance while providing a means for evaluating safety for the emerging concepts after the RSA is complete.

Previous Plan Summary

Reviewing existing plans, policies, programs, and projects is an essential early step in developing the understanding necessary to create and refine concepts that are appropriate for the corridor context, grounded in reality, and reflective of standards and best practices. The Toole Design Team will complete a literature review of best practices related to multimodal corridor planning, Complete Streets, and safe roadway design in the North Main Street study area, including the 2021 Moving Together Towards Vision Zero plan, the ongoing Comprehensive Plan efforts, the ongoing DDA Downtown Area Circulation Study, the 2013 North Main Street–Huron River Corridor Vision for the Future assessment, and other relevant documents provided by the City PM. As local and national leaders and authors of guidance in the planning and design of innovative transportation facilities and public spaces, our team will supplement this summary of local and regional planning documents with best practices that will provide a basis for decision-making and design of the North Main Street corridor. The literature review will inform our understanding of planned infrastructure and previous community engagement efforts as well as become the basis for outlining design objectives for the corridor.

Future Land Use Development Review

The North Main Street area is identified as a redevelopment area in the ongoing Comprehensive Plan process. In order to understand the land use context of this corridor and how it may inform future transportation needs, the Toole Design Team will review and summarize relevant City land use plans and regulatory documents. This review will lay the groundwork for identifying and assessing mobility and safety improvements that will be needed in response to this potential future growth.

Our team will consider future development by synthesizing the relevant land use planning documents to describe anticipated future housing and employment intensity along the North Main Street Corridor. We will evaluate potential demand on transportation infrastructure and assess future need for transit access, pedestrian, and bicycle safety improvements.

As part of this task we will perform a tax revenue analysis that compares the tax revenues generated by the existing land uses compared to the potential tax revenue that could be generated if the future land use proposed in the Comprehensive Plan were realized within the corridor study area.

Develop Corridor Vision, Goals, and Design Objectives

At this point in the existing conditions analysis, we will establish a draft corridor vision statement, goals, and design objectives. This framework will be based on previous planning efforts, citywide plans and policies, and input from City staff, stakeholders, and community members. The vision, goals, and design objectives will be a touchstone throughout subsequent stages of the project, ultimately informing the alternatives assessment in Task 5.

Quality of Life and Economic Development Case Studies

Toole Design will develop up to three (3) case studies of similar state highway corridors in other communities that were redesigned/reconfigured that led to business stabilization or increased tax revenue and an increase in visitors.

Existing Conditions Summary Memo

The Toole Design Team will synthesize the findings of the preceding subtasks into an Existing Conditions Summary Memo that clearly explains existing conditions and constraints and explains the purpose of the North Main Street Transportation Study. This Existing Conditions summary will be delivered in a graphics-heavy format that is easily digestible, presentation-ready, and can be easily integrated into the final Plan document.

Task 2 Deliverables

- Crash analysis
- Summary of existing traffic volume and multimodal travel data
- Summary map of gaps analysis
- Road Safety Audit materials and summary
- Future land use development review
- Quality of Life and Economic Development Case Studies
- Draft and final Existing Conditions Summary Memo

Task 3: Public Engagement

Our approach to public engagement is comprised of three phases, with regular community checkpoints to inform the development of infrastructure and policy strategies that address the community's needs and challenges:

PHASE 1—DISCOVERY: Collaborate to understand local challenges and constraints

PHASE 2—DESIGN: Workshop initial strategies and solutions

PHASE 3—REFINE: refine and finalize those strategies and solutions

Public Engagement Plan

The Toole Design Team will work with the City PM to develop a project-specific public engagement plan that uses the City of Ann Arbor Public Engagement Toolkit to identify how and when to reach out to community members and stakeholders to get input on the project. The Public Engagement Plan will include a schedule, list of stakeholders, community-based organizations and community leaders to engage, and language and translation needs including ADA accommodations for virtual and in-person engagement, along with strategies for engaging non-English speaking households, people without internet access, and other hard-to-reach populations. The outreach strategy will allow for an iterative process that adapts to community needs and centers community members as experts in their own lived experiences.

Website Content

Throughout the project process, the Toole Design Team will provide content for the website that updates community members on project status and opportunities for input. The Toole Design Team is familiar with Social Pinpoint and other platforms used by the City of Ann Arbor and welcomes the opportunity to collaborate with the City's public engagement experts.

Marketing Materials

We will provide marketing materials to advertise engagement opportunities, such as email campaigns, social media posts, flyers/postcards, and yard signs to advertise public engagement opportunities and provide periodic updates on the project.

Pop-Up Events

The Toole Design Team will prepare materials for and attend up to five pop-up events to gather input from community members during the discovery and design phases of the project. We have found that our engagement numbers are significantly higher at pop-up events than at traditional evening public meetings. We have also found that our pop-up event attendees are more representative of citywide demographics than evening public meeting attendees, which tend to skew older and more affluent than citywide averages. We could host these pop-ups at existing City or community events, or they could be hosted in areas on or near the North Main Street corridor during busy times such as Wheeler Park, Argo Dam, or along Main Street in downtown Ann Arbor.

In-Person Open Houses

In addition to the pop-up engagement, we propose hosting two in-person open houses, one during the discovery phase and one during the design phase. The first open house will focus on building a shared understanding of the issues and existing conditions along North Main Street. We will solicit input on goals, current challenges, and community needs for the corridor. The second open house will be to repeat back to the community our findings and what we heard from them during the engagement process so far, and present design solutions to the identified challenges. We will include opportunities to provide feedback on the overall concept design as well as design details.

Online Survey

The Toole Design Team will develop two online surveys throughout the public engagement process that complement the pop-up events and in-person open houses. The first survey will be delivered in the discovery stage and will be designed to introduce the project and create a baseline understanding of existing conditions and community-identified challenges and opportunities. The second survey will be designed to introduce and compare the draft concepts and to ensure that they align with community needs and priorities. Input from the second survey will inform refinement of the concept design. The surveys will be advertised via traditional methods and if desired, could also be advertised using sidewalk decals along Main Street in downtown Ann Arbor.

Stakeholder Meetings

In addition to the public engagement, we have included time for up to five stakeholder meetings with City partners and community organization throughout the project process.

DDA and Transportation Commission Presentations

Toole Design will develop materials for and one staff will present in-person up to three (3) times to the Ann Arbor Downtown Development Authority Board. Toole Design will develop materials for and one staff will present virtually up to three (3) times to the Ann Arbor Transportation Commission.

Engagement Summary Memo

Upon conclusion of stakeholder and public engagement efforts, the Toole Design Team will summarize the engagement process and outcomes in a Stakeholder and Public Engagement Summary, including:

- Documentation and outcomes of digital and social engagement, citing figures such as frequency with which outreach posts were interacted
- Documentation of attendance, photos, materials, and outcomes of events
- Identification of priority themes identified by community members and stakeholders

The engagement summary memo will be concise and graphics-heavy so it can be easily included in the final public-facing report.

Task 3 Deliverables

- Public engagement plan
- Website content
- Marketing materials such as email campaigns, social media posts, flyers/postcards, and yard signs
- Materials and attendance at up to five pop-up events
- Materials and attendance at up to two public open houses
- Development of up to two online project surveys
- Up to five stakeholder meetings
- Up to three (3) in-person presentations to the DDA Board for one (1) Toole Design staff
- Up to three (3) virtual presentations to the Transportation Commission for one (1) Toole Design staff
- Draft and final engagement summary memo

Task 4: Data Collection

Additional Data Collection Plan

Working from the summary of existing data developed in Task 2, Toole Design will develop a data collection plan to fill any gaps in data needed to accurately understand and communicate current and potential future conditions along the project corridor and evaluate the design alternatives.

We will supplement available data with up to three (3) 48-hour bicycle and pedestrian counts, up to ten (10) peak hour turning movement counts (including pedestrians and bicyclists) during the weekday 6-9AM, 11-1PM, and 4-6PM, and on one home football game Saturday 2 hours before and 2 hours after the game (times TBD based on football schedule), and up to two (2) 24-hour speed, volume, and classification counts. If necessary, we will use Replica, a cloud-based multimodal activity-based model derived from Big Data sources, to supplement available and collected data, in cases where a benchmark to other validated sources is available to increase confidence in its outputs.

Summary of Existing and Additional Collected Data

After collecting any additional data necessary to move forward with the project, the Toole Design Team will compile this data along with the existing data into summary spreadsheets and charts to be used in subsequent phases of the project.

Task 4 Deliverables

- 48-hour bicycle and pedestrian counts at up to three (3) locations
- Peak hour turning movement counts including pedestrians and bicyclists at up to ten (10) locations during the midweek (6-9AM, 11-1PM, and 4-6PM) and on a home football game Saturday (2 hours before and 2 hours after the game)
- Up to two (2) 24-hour speed, volume, and classification counts
- Summary of existing and additional collected data

Task 5: Traffic Modeling

WSP will lead our traffic modeling efforts, with Toole Design traffic engineering staff providing internal reviews. WSP will start by preparing an existing conditions traffic model in Synchro 12, using previously developed models from their work optimizing signals in Ann Arbor, updating the models to include additional intersections to cover the full corridor scope. This model will form the basis for testing concept alternatives and use optimized timing for each alternative considered for comparison purposes. Our team will prepare the model based on the MDOT Electronic Traffic Control Device Guidelines, which WSP helped MDOT draft and revise as part of their as-needed support services with the Lansing Signals Unit.

We understand the importance of balancing the needs of all modes of travel based on our work optimizing signals in Ann Arbor previously, where we will consider the use of leading pedestrian intervals, shorter cycle lengths, and phasing modifications with each concept to prioritize safe and efficient passage for pedestrians. Our modeling will inform geometric decisions related to each idea, where we will provide operational feedback to our team as we iterate through alternatives, including recommendations for auxiliary lanes and commentary on the potential for implementing transit signal priority, among other similar measures, where appropriate. Our traffic engineering team has experience assessing dedicated bus lanes and queue jump features at intersections and can tap into our nationwide expertise with transit planning to identify other opportunities for technological intervention.

We are also familiar with applying Highway Capacity Manual (HCM) concepts related to pedestrian and bicycle level-of-service, where our team will develop those metrics as another component to consider for each alternative. As a supplement to the intersection-specific pedestrian measures of effectiveness modeled in Synchro, we will

use spreadsheet-based tools to assess mid-block segments. Applying this methodology shows the interplay between bicycle and pedestrian facilities as geometrics are modified.

Our final deliverables will include Synchro models for the existing condition and each tested concept, along with graphical and tabular summaries of pedestrian and bicycle LOS.

Task 5 Deliverables

- Synchro models for existing conditions and each tested concept
- Graphical tabular summaries of pedestrian and bicycle LOS

Task 6: Concept Development

In this task, the Toole Design Team will develop, evaluate, iterate, and finalize design alternatives to determine what design will best meet the corridor vision, goals, and design objectives.

Develop Basemap

Our first step in the Concept Development task will be to develop a project basemap in AutoCAD to use for the development of alternative concept drawings. We assume this concept will be developed using existing city data on the most recent aerial imagery available. No new survey data will be collected for this task.

Alternatives Screening

The Toole Design Team will develop a comprehensive alternatives screening framework to assess impacts, trade-offs, and conflicts of potential concept alternatives. Evaluation criteria will be directly informed by the project staff, stakeholder, and public input. Criteria may include improved active transportation safety, expected crash reduction, change to VMT, access to jobs and retail, economic development, potential future land use, quality of life, business stabilization, right-of-way acquisition needs, mobility impacts to freight, environmental impacts, and project feasibility.

Our team will build upon the analyses in Task 2 to quantitatively assess up to three alternatives' ability to meet the project vision, goals, and design objectives. We will measure a no-build future condition against the three alternative designs. We will evaluate mode shift and travel demand impacts for baseline future conditions.

We will use the alternatives screening to evaluate up to three draft project alternatives and we will present a matrix of considerations that can be easily understood by a wide range of audiences, effectively balancing benefits and impacts. Our team's analysis will articulate trade-offs of various modes and innovative approaches to accommodate all users safely and comfortably.

Toole Design will develop up to three conceptual multimodal alternatives for the North Main Street corridor to achieve the project vision and goals. Alternatives will consider future land use development as envisioned for the corridor, including urban design schematics for both public and private spaces that may be created through corridor reconfiguration. We will prepare typical cross-sections and plan view graphics for each concept alternative that are highly illustrative, fully dimensioned, and easy to read by the public. We will also prepare at least one photo-realistic perspective sketch of "before and after" conditions for each alternative.

The alternatives screening will consider crossing safety and modal hierarchies at intersections along the North Main corridor. Our team will place an emphasis on evaluating alternatives for the interchange of M-14 and the modal interactions with Huron River Drive, Huronview Boulevard and North Main. The Toole Design Team will develop schematics and trade-off metrics for up to three alternatives, including proximate interchanges and diverted interchanges.

Land Use and Transportation Consistency Review

The Toole Design Team will assess future development capacity along the corridor, building on the future land use development review in Task 2, to highlight how project alternatives might consider and respond to anticipated development opportunities along the corridor.

Internal City Staff and Consultant Team Design Workshop

Once we are prepared to dive into the production of draft alternatives, Toole Design host a two-day internal design workshop to develop, iterate, and review design concepts with City staff and stakeholders. We have found that bringing our team of planners, urban designers, and engineers into a community increases efficiency in transparency in the planning and design process, and that having stakeholders, staff, and the consultant team in the same location results in stronger overall plan vision, design concepts, and implementation recommendations.

If desired, we can pair the internal design workshop with one of the public open houses and run the workshop like a traditional charrette with feedback loops, a mix of internal work sessions, external presentations, and external work sessions.

The exact nature of the products produced during the workshop will be determined based on what we hear from the community, though the focus will be on developing sound concepts that will become elements of the final plan. The products will include a summary of the inputs and design considerations, multimodal circulation improvement options, Complete Streets design concepts, and initial ideas on implementation options. This workshop will help us jumpstart concept design for the preferred alternative.

Concept Design for Preferred Alternative

Once the internal workshop and alternatives screening are complete and we have the second public open house, Toole Design will develop a plan view concept design for the preferred alternative for the full extents of the corridor.

Visualizations

The plan view concept design will be supplemented by cross-sections for each typical segment and perspective renderings at up to three locations.

Planning-Level Cost Opinion

Toole Design will prepare a planning-level cost opinion for the preferred alternative concept. The cost opinion will include project development support, right-of-way, permitting, environmental mitigation, and construction phases. To the greatest extent possible, cost estimates will be based on locally available unit costs from recently constructed pedestrian, bicycle, corridor, and streetscape projects.

Draft Report, Final Report, and Presentation

At this phase of the project, the Toole Design Team will be excited to aggregate the recommendations into a North Main Street Transportation Study Report. The document will summarize the overall planning process, engagement reach and input, existing conditions analysis, recommendations, and the preferred concept design. Throughout the planning process, the Toole Design Team will thoughtfully craft interim deliverables and content to feed directly into the draft report. Toole Design will deliver an Administrative Draft Report to the City and incorporate City comments on the Administrative Draft Report into a Public Draft Report for stakeholder and community review. We anticipate that City staff will distribute to internal departments and/or other agencies as needed and provide one set of consolidated, non-conflicting comments on the Administrative Draft Report.

We recommend sharing the Public Draft Report via an online PDF commenting tool to collect public feedback. We have found this an effective tool to collect public feedback on plan documents. Comments are consolidated into one spreadsheet to be able to track comments. Additionally, participants can see other participants' comments, which can be valuable for project transparency and community support.

Toole Design will take feedback received from staff and community members on the Public Draft Report and revise the document as necessary. In collaboration with the City Project Manager, our team will document all comments received and indicate how the feedback was addressed as part of the final report. We have found this is an important step for planning participants to feel they have been heard. Not all comments may influence edits to the Public Draft Report but keeping a record of the feedback will be an important step in the process. The Final Report will be delivered as an ADA-accessible PDF. In addition to the Final Report, we will develop a summary presentation that can be used in future project engagement and presentations to Commissions and City Council.

Task 6 Deliverables

- Alternatives Screening Matrix
- Cross-sections and plan view graphics for up to three alternative concepts
- Land use and transportation consistency summary
- Materials and attendance at two-day in-person design workshop
- Concept design for the preferred concept for the full extents of the corridor
- Cross-sections for each typical segment and perspective renderings at up to 3 locations for the preferred concept
- Planning-level cost opinion
- Administrative Draft Report
- Public Draft Report
- Final Report
- Final Summary Presentation

EXHIBIT B
COMPENSATION

Fee Estimate

The table below shows our draft fee estimate for the project.

A2 N Main St Transportation Study	Toole Design										WSP													
	Staff Name	López	Lippens	Parker	Goode	Colman	Gibson	Lockwood	McKeag	Miller	McArthur	Hill	Davis	Lamb	Ceifetz	Yassin	Cook	Peters	Rodeman	Helman	WSP	Reed-Jones		
	Project Role	Principal-In-Charge	Project Manager	Deputy PM	Existing Conditions and Data Collection Lead	Concept Development Lead	Traffic Engineering Strategic Advisor	Transportation Design Technical Advisor	Concept Development and Visualization	Public Engagement Lead	WSP Team / Modeling Lead	QA/QC	Lead Planning Support	Planning Support	Safety Lead	Safety Engineer	Traffic Engineer	Traffic Engineer	Project Admin	Public Engagemen t Support	Creative Services Support	Public Engagement Support		
	Billing Rate	\$238.00	\$264.00	\$204.00	\$120.00	\$190.00	\$260.00	\$320.00	\$148.00	\$122.00	\$201.86	\$271.87	\$258.95	\$104.55	\$274.17	\$165.58	\$156.62	\$98.52	\$119.45	\$175.60	\$135.64	\$117.92	Subtotal (hrs)	Subtotal (\$s)
Task 1. Project Management																								
Kickoff Meeting		1	2	2	1		1			1	2		2	2	2	2	2	2		2			24	\$ 4,548
Bi-weekly calls with Ann Arbor PM (1/2-hour) + Agenda + Meeting Minutes	Up to 24	2	12	24							24			24				24		24			134	\$ 22,473
PMT Meetings	Up to 12	2	24	24	12	6	6			6	24			24	2			24		4			158	\$ 27,549
General Project Administration		6	12	12															12				42	\$ 8,477
Monthly Invoices and Progress Reports	Up to 12	6	12								12							12					42	\$ 8,201
Task 1 Subtotal		17	62	62	13	6	7	0	0	7	62	0	2	50	4	2	2	62	12	30	0	0	400	\$ 71,248
Task 2. Existing Conditions Assessment																								
Crash Analysis		4	4	8	22																		38	\$ 6,280
Summary of Existing Traffic Volume and Multimodal Travel Data		4	4	4	16		2																30	\$ 5,264
Gap Analysis			2	4	16																		22	\$ 3,264
Road Safety Audit			8	8							24	4		16	32	40	24	40	0				196	\$ 34,445
Previous Plan Summary		4	4	2	12																		22	\$ 3,856
Future Land Use Development Review			12	12	24																		48	\$ 8,496
Develop Corridor Vision and Goals		4	8	2																			14	\$ 3,472
Quality of Life and Economic Development Case Studies			4	8	32																		44	\$ 6,528
Existing Conditions Summary Memo		8	8	8	16																		40	\$ 7,568
Task 2 Subtotal		24	54	56	138	0	2	0	0	0	24	4	0	16	32	40	24	40	0	0	0	0	454	\$ 79,173
Task 3. Public Engagement																								
Public Engagement Plan		2	4	4						24	2		2	2	2					12	0	8	62	\$ 10,006
Website Content			4	8						24										10	12	16	74	\$ 10,886
Marketing Materials			4	8						32										10	12	16	82	\$ 11,862
Pop-Up Events	Up to 5	4	16	40						64	4				4			8		28	4	40	212	\$ 34,013
In-Person Open Houses	Up to 2	4	40	40						64	4				4			8		28	4	40	236	\$ 40,349
Online Survey	Up to 2	2	8	8						40										20	2	16	96	\$ 14,770
Stakeholder Meetings	Up to 5		20	20																			40	\$ 9,360
DDA and Transportation Commission Presentations	Up to 3 each		6	12																			18	\$ 4,032
Engagement Summary Memo		8	4	4						20										8	2	8	54	\$ 8,835
Task 3 Subtotal		20	106	144	0	0	0	0	0	268	10	0	2	2	10	0	0	16	0	116	36	144	874	\$ 144,113
Task 4. Data Collection																								
Additional Data Collection Plan			2	4	8																		14	\$ 2,304
Summary of Existing and Additional Collected Data		8	2	4	8																		22	\$ 4,208
Task 4 Subtotal		8	4	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36	\$ 6,512
Task 5. Modeling																								
Existing Conditions Modelling			4	4			8				8	4					40	80					148	\$ 20,801
Alternatives Analysis			4	4			8				8	4		8			32	80					148	\$ 20,384
Multimodal HCM Assessment			2	2			8								4	16	8	40					80	\$ 11,956
Summary Memo		8	4	4			8				8	2				8	16	32					90	\$ 14,998
Task 5 Subtotal		8	14	14	0	0	32	0	0	0	24	10	0	8	4	24	96	232	0	0	0	0	466	\$ 68,139
Task 6. Concept Development																								
Develop Basemap						24																	24	\$ 4,560
Alternatives Screening		2	16	8		32	8	8	48		8	2	2	8			8	16					166	\$ 30,498
Land Use and Transportation Consistency Review			8	8																			16	\$ 3,744
Internal City Staff and Consultant Team Design Workshop			24	32		32	32	32	32		8	2	2	8	2		2	2					210	\$ 46,812
Concept Design for Preferred Alternative		4	16	16		60	8	8	40		4	2	2	8			8	8					184	\$ 35,147
Visualizations			16	8		8			64														96	\$ 16,848
Planning Level Cost Opinion			2	2		24	4																32	\$ 6,536
Draft Report		16	16	40	40	8	4			8	8	2	2	16	8	8	32	40					248	\$ 41,348
Final Report and Presentation		8	16	24	24						8	1	1	8	1	2	8	16					117	\$ 20,321
Task 6 Subtotal		30	114	138	64	188	56	48	184	8	36	9	9	48	11	10	58	82	0	0	0	0	1093	\$ 205,814
Total Labor Hours		107	354	422	231	194	97	48	184	283	156	23	13	124	61	76	180	432	12	146	36	144	3323	\$ 574,999
Total Labor Fee		\$ 25,466	\$ 93,456	\$ 86,088	\$ 27,720	\$ 36,860	\$ 25,220	\$ 15,360	\$ 27,232	\$ 34,526	\$ 31,491	\$ 6,253	\$ 3,366	\$ 12,964	\$ 16,725	\$ 12,584	\$ 28,192	\$ 42,561	\$ 1,433	\$ 25,638	\$ 4,883	\$ 16,981		\$ 371,928
Total Toole Design Labor Fee																								\$ 10,980
Toole Design Direct Expenses																								\$ 382,908
Toole Design Subtotal Fee																								\$ 203,071
Total WSP Labor Fee																								\$ 1,032
WSP Direct Expenses																								\$ 204,103
WSP Subtotal Fee																								\$ 12,860
Traffic Counts (3 bike/ped, 10 TMCs, 2 ADTs)																								\$ 599,871
Total Project Fee																								