

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
SAM SCHWARTZ CONSULTING, LLC
AND THE CITY OF ANN ARBOR
FOR VISON ZERO ACTION PLAN**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Sam Schwartz Consulting, LLC ("Contractor"), a(n) New York limited liability company, with its address at 223 W. Jackson, Suite 1101, Chicago, Il 60606. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services.

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

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

Project means Ann Arbor Vison Zero Action Plan.
Project name

II. DURATION

Contractor shall commence performance on _____, 20____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Professional Planning, Engineering and Public Engagement/Communication ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

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

XIII. NOTICE

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

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

Stacey Meekins, Principal and National Practice Leader, Complete Streets
Sam Schwartz Consulting, LLC
223 W. Jackson, Suite 1101
Chicago, IL 60654

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

City of Ann Arbor
Craig Hupy, Public Services Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

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

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's

representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

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

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Stacey Meekins
Its Principal
Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy, Public Services Area
Administrator

John Fournier, City Administrator
Acting/Interim

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

Proposed Work Plan

Project Understanding

With the recent, unanimous adoption of Moving Together Towards Vision Zero (Moving Together), Ann Arbor has joined a small but growing community of leaders who are unwilling to compromise on safety for the sake of speed, haste, inattention, or other explanations.

Through Moving Together, the city set forth an aggressive plan and reinforced its commitment to keeping residents, workers, students, and visitors safe on its streets.

Our team's approach to the Ann Arbor Vision Zero Action Plan is designed to carry that momentum forward **with an equal focus on implementation as on a plan and program for future action**. Specifically, it is structured to:

- Design projects for immediate implementation (Tasks 3.2 and 5.2);
- Prioritize and program actions for the next five years (Task 4.2);
- Support the city in defining the scope and scale of those actions (Task 4.3); and
- Establish systems for continual progress towards Vision Zero (Tasks 2.1, 3.3, 4.4, 5.2, and 6).

In addition to these practical solutions, our approach places a strong emphasis on communicating the city's approach and actions and continuing to build upon the coalition for Vision Zero among stakeholders and the public. Our team has built a trust among the community through the process of developing Moving Together that we look forward to strengthening through the Action Plan.

Work Plan

1: Project Management

Sam Schwartz will kick off the project by developing a Project Management Plan, outlining key project information including project milestones and schedule, key deliverables, and contact information for task leads.

We will hold virtual meetings with the client on a bi-weekly basis to review progress on the project and discuss feedback on key deliverables, review materials for upcoming meetings with the Vision Zero Implementation Committee and Transportation Commission, and review materials for public engagement. Sam Schwartz will provide an agenda in advance and prepare summary notes following each meeting.

A progress report will be submitted on a monthly basis summarizing the task progress each month, upcoming milestone dates, an indication of adherence to schedule, and budget status.

Stacey Meekins, AICP, will serve as the Project Manager and day-to-day contact for the city. Stacey managed the recent Ann Arbor Moving Together Towards Vision Zero and will provide important continuity between the plans. With SmithGroup as a strong partner on this effort, they will also be present at all bi-weekly client calls and engaged as team leadership throughout the project.

Deliverables:

- Project Management Plan
- Meeting agenda and minutes
- Monthly progress reports

2: Community Engagement

Our team has a long history of public engagement in Ann Arbor and a thorough familiarity with the Community Engagement Toolkit (CET) as well as the International Association for Public Process (IAP2). We will work closely with city communications staff to design our overall engagement approach and follow proper protocols for advertising, executing, and reporting on public engagement activities.

2.1: Vision Zero Implementation Committee

The Vision Zero Implementation Committee (VZIC) will be a guiding resource through this plan, but more importantly, they will continue to carry the city through Vision Zero for years to come. We will work with the city as needed to recruit diverse members to form this committee, with attention to diversity of constituents and perspectives as well as expertise and areas of influence. Moving Together's Community Advisory Committee included a number of committed supporters of Vision Zero that are also dedicated to involving diverse audiences in transportation decision making and would provide valuable insight on assembling the VZIC.

The VZIC will serve an active role in fostering community support, setting priorities, coordinating with stakeholders and implementers, and advising on priorities, strategies, and action steps. Our team will prepare a document outlining the roles and responsibilities of committee members to use in recruiting members.

We will prepare materials for each of the six VZIC meetings that occur during this plan as well as templates for presentation and tracking materials for future meetings. To keep the issue of traffic safety tangible and top-of-mind, we will begin each meeting with a review of recent crashes and foster a discussion about the contributing causes and responses. We envision these meetings to be productive, working meetings critical to advancing the project work, based on the following outline:

Meeting 1: Review role of committee; provide an overview of Moving Together; review locations and project ideas for fiscal year 1 installation

Meeting 2: Discuss 5-year action items; review efforts completed or underway; discuss criteria for prioritization framework

Meeting 3: Review project scoping and Major Streets Traffic Calming Toolbox

Meeting 4: Refine prioritization framework; discuss project and program metrics to be included in the annual report

Meeting 5: Review final implementation program

Meeting 6: Review draft annual report

Beyond the action plan, the VZIC will be responsible for tracking and reporting on the plan's progress to the Transportation Commission. Our team will equip them for this task by designing a customized tracking sheet, pulling out the strategies and actions to be completed on an annual basis.

2.2: Internal stakeholder coordination

To better integrate Vision Zero best practices into the city's existing practices and workflow, we will meet with internal staff on a one-on-one or small group basis to better understand how processes work today. We anticipate up to four (4) key interviews or small group discussions.

2.3: Transportation Commission & City Council

The Transportation Commission is a valuable resource that will be engaged separately from the VZIC. Having worked with our team through the Moving Together plan development, commission members are knowledgeable about the plan and transportation issues, and passionate about traffic safety in Ann Arbor. We will provide up to four updates to the Transportation Commission at key milestones in the plan. We anticipate these will be virtual meetings.

Keeping the City Council informed throughout this plan process is also important to keep implementation moving smoothly. We anticipate up to two virtual updates to City Council.

2.4: External/partner organization coordination

The success of Vision Zero relies on leadership and action from multiple city departments as well as external partners, such as the Downtown Development Authority, TheRide, and the University of Michigan (UM). Our team will facilitate up to three (3) one-on-one interviews or coordination meetings with close partners to coordinate on actions that they can take within the next five years to contribute to the Vision Zero effort in Ann Arbor.

2.5: Public engagement

Getting the engagement and implementation right in this action planning phase will build confidence in the plan and the city's commitment. SmithGroup will lead the public engagement process, with support from Sam Schwartz. SmithGroup's long history of working in Ann Arbor and recent experiences engaging the public on implementing transportation guidelines and projects have given us insight into how to effectively listen and engage with City stakeholders and the community at large. As our cities and communities grapple with the immediate and ongoing effects of COVID-19, our methods for achieving equitable consensus in cities has changed. We have developed resilient and flexible methods that continue to engage residents in meaningful conversation beyond the current crisis, deploying next-generation remote collaboration tools and processes, but also not forgetting about some of the fundamentals that enable robust engagement.

Our approach to public engagement includes a range of strategies to address the broad scope of the need for safer streets as well as specific feedback at select locations; however, we also know that the best community engagement plans are flexible and adaptable and we will work with the city to identify the best strategies to employ at each stage of the process. Public engagement strategies will include:

- Vision Zero web-based engagement platform with interactive map
- Online meetings
- Online surveys
- Targeted engagement around major streets quick-build projects, which may include community walks to hear directly from residents

As the city transitions from the master planning process to implementation, the messaging to the public can also shift to build awareness of what actions the city is taking and why. We will work with the city and the VZIC to identify opportunities for direct education or tailored messaging through a variety of sources and develop a communications strategy to further the Vision Zero and safety messaging, with support for material development. We will leverage VZIC members to help communicate the messaging developed through this effort and identify creative opportunities to expand on our communication methods, such as through earned or paid media, personal stories through social media, or organizations' newsletters and regular communications channels. Note that direct costs for these communication channels are included in our cost estimate to complement funds that we assume that some additional funds are available for the production of materials; our communications strategy will be tailored to the funds available for materials.

Deliverables:

- VZIC rules and responsibilities document
- Meeting agenda, notes, and supporting materials
- Moving Together implementation tracking sheet
- Public engagement digital and print materials
- Vision Zero communications strategy

3: Data & Analysis

This task will focus on moving the city forward on projects and strategies identified in Moving Together.

3.1: Review of updated crash data

Our team will begin with a review of crash data from 2020 and 2021 to identify any new hotspots or changes in crash characteristics that will inform the action strategy. Our team will develop a series of maps and graphics to communicate the findings and incorporate them into our communications materials to partners and the public.

3.2: Identify locations and project ideas for immediate-term implementation

The Ann Arbor City Council has approved funding for implementation of several strategies outlined in Moving Together, demonstrating their commitment to support Vision Zero efforts and the city must be poised to act on that. Our team is uniquely qualified to assist the city in following through on this. With our team's familiarity with the data as well as areas of interest from the public and stakeholders, coupled with our experience implementing projects throughout Ann Arbor, we are prepared to complete this task by January 2022 in preparation for installations in spring 2022.

Given the timeline, we propose to bring project ideas to the VZIC at the kickoff meeting and begin the vetting process. We have preliminarily identified intersections for traffic calming and pedestrian and/or bicycle enhancement measures that we believe the city could implement in 2022, shown in the following map. These may include curb extensions, through-bicycle markings, or left-turn traffic calming and will include consideration for quick-build as well as permanent installations. These locations were selected based on crash statistics, proximity to schools and parks, geographic distribution, and relative ease of installation.

We envision this task will be a collaboration between our team and city staff, with our team providing support to identify the locations and project ideas and develop designs for a subset of these locations while city staff design and implement others. SmithGroup will prepare conceptual drawings of four to six of the approved locations and treatments in enough detail to support installation. Construction management is not included in our proposed scope of work.

3.3: Policies and Practices for Safe Systems

A safe systems approach recognizes that humans are imperfect, but that we can design our streets and policies to anticipate the inherent fallacies and maintain safe environments despite them. Every project – even those where a safety focus seems irrelevant – should be viewed as an opportunity to improve safety and remove risk. Utility adjustments and maintenance are an opportunity to add bike lanes; retiming signals is an opportunity to encourage slower speeds; rebuilding curb ramps is an opportunity to shorten crossing distances through bumpouts.

These systematic changes need to be integrated into the regular workflow of staff and partner agencies to become routine. This requires both messaging from city and department leadership on the expectations and potentially revisions to existing project development and implementation processes.

Our team will meet with department leadership and city staff to determine the best approach to achieve change in Ann Arbor, such as a project checklist or series of checklists; a review process that integrates the VZIC or Transportation Commission; or metrics incorporated as a regular agenda item for VZIC meetings and/or the annual report. To guide this discussion, we will address specific strategies identified in Moving Together that may require an operational change. Examples include, but are not limited to, incorporating measures of equity into project selection,

adopting a policy to routinely include curb extensions, and adopting a policy to use the minimum feasible curb radii.

Deliverables:

- Technical memorandum of updated crash data findings
- Technical memorandum of recommended FY 2022 installations
- Conceptual drawings of 4-6 quick-build installations
- Technical memorandum outlining policy and/or process actions

4: Recommended Implementation Program

Our team will work with the VZIC to outline an aggressive, but achievable, implementation program over the next 5 years. This task will include adding definition to broad-based strategies where necessary, such as the All Ages and Abilities bike network, to scope out individual projects for the near term.

4.1: Catalog all near-term actions from Moving Together

While a commitment to Vision Zero in name is relatively new to Ann Arbor, the city's commitment to traffic safety is long-standing and significant work has recently been completed, is currently underway, or planned for the near future. We will begin this task by establishing the full scope of the action items to be initiated or completed within the first 5 years from the transportation plan update, categorizing them by lead agency and type of strategy (i.e. policy vs. capital improvement) and updating the status of each.

We will review this list with city staff and the VZIC, including any recommended updates based on findings from Task 3, to confirm this approach and refine the list as necessary. This list will form the foundation of the implementation program as well as a customized tracking system to be developed for the VZIC.

4.2: Project scoping

This task will take the Focus Corridors and Intersections and the All Ages and Abilities bike network identified through Moving Together a step further to define distinct projects based on the geographic scope, elements that should be included or considered, and the relative level of investment needed to address the specific safety concerns at that location. Our team will identify opportunities to “bundle” strategies within Moving Together, finding synergies where projects should be implemented together. Some project opportunities will be able to be addressed through straight-forward interventions that can be achieved in the short to medium term, while others will require a much more extensive investment in the construction, design, and/or planning of the intervention. Our team will build off of the work developed for the concept designs through Moving Together to complete this task.

4.3: Develop prioritization framework for capital improvements

Safety data is our primary guide for where to focus our efforts, however, other factors ultimately influence how and when capital investments can and should occur. These may include project complexity, equity in public investment, community support, project cost or benefit/cost ratio, opportunity, or efficiencies in investments.

To guide the programming of projects, our team will undergo an iterative process with the VZIC to develop a framework that incorporates and rank these factors to support project prioritization. We will first gauge the importance of individual factors in Ann Arbor. Upon applying the weighted criteria to the full list of projects, we will review the prioritized list with the VZIC for concurrence or refinement. We will develop a spreadsheet-based tool for the VZIC members to be able to adjust criteria rating themselves to see how they impact projects. At a committee meeting, we will lead a discussion to refine the prioritization framework collectively, which our team will use to develop the final programming plan.

4.4: Program annual installations over 5 years

In addition to more significant capital investments, which are the focus of Task 4.2, there will be smaller ongoing, routine investments that encompass a safe systems approach. These include strategies that already have funding identified, technical resources identified, and/or are simple installations that don't require much planning and design. For instance, Moving Together calls for investments in crosswalk upgrades, sidewalk infill, simple bike route markings, curb extensions, and quick-build strategies on an annual basis that are or could become routine. Our team will work with city staff and the VZIC to program out where those investments should occur, based off of the prioritization framework developed in the previous task, refining it as necessary to adjust to the different scale of project.

For the sake of tracking and reporting, our team will also review recent and upcoming projects where Vision Zero strategies have already been incorporated.

4.5: Develop recommended implementation program

One final recommended implementation program will be developed, resulting from the project prioritization as well as the annual, routine installations, outlining actions by year. The recommended program will include preliminary project costs and be indexed to the Capital Improvement Program. Where necessary, outside funding opportunities beyond the city's capital program will be identified, pairing the most relevant sources to each project to maximize the likelihood of award.

Deliverables:

- Prioritization framework
- Recommended implementation program

5: Major Streets Traffic Calming

AECOM will lead tasks 5.1 and 5.2, leveraging their experience working with state Departments of Transportation on what is feasible and appropriate on major streets, including those under state jurisdiction.

Sam Schwartz will lead task 5.3 with support from Smithgroup to develop concept plans for quick-build installations.

5.1: Best Practices Research

Major streets are often exempt from traffic calming programs as they are seen as streets where through traffic needs to be facilitated for emergency vehicles, transit, and the general public. However, major streets tend to be where the high concentrations of crashes occur and where driver speeds tend to be high.

Looking to best practices and drawing from national resources such as the National Association of City Transportation Officials (NACTO), the Federal Highway Administration (FHWA), the Institute of Transportation Engineers (ITE), and the Manual on Uniform Traffic Control Devices (MUTCD), as well as peer cities, our team will compile a list of tools that are appropriate on major streets and outline the constraints and/or flexibility associated with them. With this foundation, we will identify what is most applicable in Ann Arbor and which tools have the most potential.

5.2: Develop Major Streets Traffic Calming Toolbox and Process

To determine what strategies are feasible and most likely to be successful in calming traffic on major streets, we will first inventory the typology of streets and their characteristics, including:

- speed limits
- number of through lanes; presence of turn lanes
- typical intersection configuration
- traffic volumes
- lane and roadway widths
- presence/absence of bike lanes
- transit service
- presence and design of midblock crosswalks
- ID what needs to be evaluated prior to implementation/design

Pairing what we learned through the best practices with the street types in Ann Arbor, we will draft a toolbox for Major Streets Traffic Calming to complement the city's existing residential street program. The toolbox will include guidance on where each tool is applicable, the expected outcomes, considerations that may impact feasibility, and a relative cost. We will convene a workshop with city staff and key stakeholders, including TheRide, UM and St. Joseph's Hospital representatives, Ann Arbor Fire Department, Ann Arbor Police Department, and others as necessary to vet the tools and identify if specific analyses will be necessary in each case to satisfy concerns around the impact of the tool on access.

The process for evaluating traffic calming on major streets will vary significantly from the residential traffic calming program due to the more diverse needs of these corridors. Using feedback from the staff and stakeholder workshop, our team will create a clear process graphic that outlines a step-by-step approach to implementing major street traffic calming projects.

Toolboxes serve as tools in and of themselves to educate the public about the possibilities on public streets and to be transparent about the process for how traffic calming options are evaluated and implemented. The toolbox and process graphic will be developed in a digital-friendly and public-facing format to be incorporated on the city's website.

Public feedback will be sought on the Major Streets Traffic Calming in the form of targeted engagement around the quick-build installations along major streets and through in-person or digital engagement efforts including online surveys about the proposed process.

5.3: Major Streets Traffic Calming Action Plan and Pilot Projects

The Major Streets Traffic Calming task will be coincident with the project scoping subtask described above, with the toolbox research and results feeding into what is possible on the focus corridors. Our team will identify safety concerns along these corridors that can be addressed through these traffic calming techniques and determine whether those strategies should be considered an end state or an interim treatment. In some cases, that decision will depend on the success of the initial actions. Our team will identify performance measures to evaluate and guide this decision.

At up to three locations along the focus corridors, our team will identify traffic calming treatments that can be piloted through quick-build implementation and develop conceptual plans for installation, similar to those described in Task 3. We assume that the city will coordinate the construction and installation of those treatments.

Deliverables:

- Draft toolbox
- Final toolbox
- Process graphic
- Technical memorandum summarizing a Major Streets Traffic Calming Action Plan
- Conceptual designs for up to three quick-build installations on Focus Corridors

6: Action Plan and Implementation Program Annual Report

Our team will prepare the city's first annual report to be a succinct, user-friendly, public-facing document. The annual report is intended to serve as an accountability tool as well as an educational tool. The report will include graphics, photos, and narrative summarizing the actions taken to date and upcoming efforts. It will also include a review of crash statistics over the previous year as well as the previous five years and additional meaningful metrics at the project-level as well as the plan-level.

This first annual report will serve as a template for development in future years by city staff and will be developed with that in mind to be replicable in terms of the layout and graphics development as well as the metrics tracked and reported on.

The annual report will also serve as an outlet to adapt Moving Together over the years to be responsive to changes in the community and in transportation trends and maintain relevance.

Deliverables:

- Draft Annual Report
- Final Annual Report

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

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

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

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

| | |
|-------------|---|
| \$1,000,000 | Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined |
| \$2,000,000 | Per Project General Aggregate |
| \$1,000,000 | Personal and Advertising Injury |

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

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.