PROFESSIONAL SERVICES
AGREEMENT BETWEEN
TRANSPORTATION ENGINEERING DESIGN, DPC
AND THE CITY OF ANN ARBOR FOR
MULTI-LANE ROAD RECONFIGURATION EVALUATION

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), 8484 Georgia Ave, Suite 800, Silver Spring, MD 20910 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

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

Contract Administrator means Trevor Brydon, 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 Multi-lane Road Reconfiguration Evaluation.

Services means Evaluate ten multi-lane road corridors for opportunities to reconfigure design in the interest of increasing safety through conceptual designs that reduce vehicular speed and add features that aide transit operations and add visibility and comfort for people walking and cycling. as further 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 $280,000.00, 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. 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: William Schultheiss, PE
8484 Georgia Ave, Suite 800
Silver Spring, MD 20910

If notice is sent to the City:

City of Ann Arbor
ATTN: Trevor Brydon
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: Ciara Schlichting

Title: Director of Operations Midwestern US

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)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor

Date: _____

By: _____

Name: _____

Title: City Clerk

Date: _____

EXHIBIT A

SCOPE OF SERVICES

TOOLE DESIGN

20 EAST BROAD STREET
SUITE 400
COLUMBUS, OH 43215

614.407.9122
TOOLEDESIGN.COM

CITY OF ANN ARBOR
MULTI-LANE ROAD RECONFIGURATION EVALUATION

Scope of Work and Fee Estimate

February 19, 2025

Project Understanding

In 2021, the City of Ann Arbor published the Moving Together Towards Vision Zero (MTTVZ) Comprehensive Transportation Plan. The plan set an aggressive target of achieving zero fatalities or serious injuries on our streets by 2025 while halving in-town vehicle miles traveled by 2030.

In pursuit of these goals, the City recognizes that:

- Vehicle speed is a major factor for how likely and how severe a traffic crash will be,
- That people walking and cycling make up an outsize proportion of severe crashes, and
- That people need to feel confident and capable to move outside of a vehicle to reduce the miles they drive.

The City has a Speed Management Program and toolbox that is used on all capital project street designs and deploys speed-lowering devices in residential areas. However, some of the toughest fatal and serious injury crash risk factors to address are related to higher-speed, wide arterial streets and intersections.

The Multi-lane Road Reconfiguration Evaluation project is an opportunity to examine ten of the City's multi-lane road corridors at the same time to consider road reconfigurations that can reduce speeds, better organize traffic, address systemic safety issues for pedestrians, and incorporate future planned transit and bicycle infrastructure throughout the City. The project will evaluate the following multilane street segments:

1. Stadium (Washtenaw split to just west of Seventh)
2. Stadium/Maple (just southeast of Pauline to Dexter)
3. E. Packard (Eisenhower split to US 23)
4. Eisenhower (Ann Arbor-Saline to Packard split)
5. S. Main/Ann Arbor-Saline (Stadium to I-94)
6. S. State (just north of Oakbrook to Ellsworth)
7. Plymouth/Broadway (US-23 to Division)
8. Huron Parkway (Platt split to Nixon)
9. Green (Plymouth to Burbank)
10. Fuller/Glen (Catherine to Glazier Way)

We believe there are five key elements to consider in this project:

1. **Safety** - According to the City Resolution R-23-415, "Streets with speed limits over 35 mph account for 55% of severe crashes but only comprise 15% of all streets within the City and streets with four or more lanes account for 40% of severe crashes but only comprise 7% of all streets withing the City." This is consistent with other cities across the country—higher speeds and wider streets lead to more severe

outcomes when a crash occurs. The likelihood of a fatality or severe injury for a pedestrian increases drastically as speeds increase to 30 mph, 40 mph, and above.

2. **Workforce Mobility** - Many of the streets included in this evaluation are heavy in-commuter routes. Ann Arbor is a regional job center with more than 83,000 people commuting into Ann Arbor from another community on an average weekday according to Census LEHD Origin-Destination Employment Data. This is compared to 25,000 commuters traveling within Ann Arbor to another destination in Ann Arbor and 20,000 commuters traveling from Ann Arbor out to another community for work. Considering how these commuters can get to their destinations safely and reliably will be integral to this study.
3. **Transit** - As more people live and commute into Ann Arbor, we cannot build our way out of increasing motor vehicle traffic. MTTVZ, The Ride 2045 (AAATA's future transit plan), and the U-M Campus Plan 2050 establish priorities for enhancing transit on streets across the city. Of the ten corridors in this study, The Ride 2045 and identifies the need for Bus Rapid Transit (BRT), Priority Service, and High Frequency Service. or the BRT corridors in particular, this reconfiguration study provides the opportunity to evaluate feasibility for installing dedicated transit lanes along these routes to allow transit providers to move more people on transit vehicles in the same limited amount of roadway space.
4. **Cycling** - The City has built an all ages and abilities bikeway around downtown with two-way separated bike lanes, however City plans envision a network of all ages and abilities extending across the City and connecting with the downtown bikeway loop. Many of the street segments included in this study currently have the highest Level of Traffic Stress for people cycling and are proposed for all ages and abilities bike routes in MTTVZ, some of which may require building in-street separated bike lanes. This is another opportunity to find ways to increase person-capacity by providing more travel options using the same amount of street space.
5. **Traffic Volumes** - Many of these streets are in-commuter routes to the City, but each of these street segments has a traffic volume lower than 25,000 vehicles per day (VPD) which is in most cases considered the maximum volume for converting four lane streets to two or three lane streets according to the FHWA Road Diet Informational Guide. In some cases, the volumes are in the 10,000-15,000 range which makes a lane reduction very feasible. For many roads overall roadway capacity determined by intersection design and operations rather than the speed and width of the roadway segment.

Scope of Services

Task 1: Project Management

Lucy Gibson, PE will be the Project Manager and will be responsible for project oversight and regular communication with City of Ann Arbor staff. She 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. Lucy will be supported by 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 subconsultants. 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 Principal-in-Charge for this project is Dina López. Dina is Toole Design's Midwest Planning Director and has over 26 years of experience managing and advising staff on complex pedestrian, bicycle, and multimodal street projects.

Task 1 Deliverables:

- Kickoff meeting
- Up to 24 30-minute bi-weekly check-in calls with the City of Ann Arbor Project Manager
- Up to 12 monthly invoices and progress reports

Task 2: Previous Plan, Program, and Resolution Review

The first step on this project will be to review previous plans, programs, policies, and supporting City Resolutions to develop a baseline understanding of the data, goals, and official policies or resolutions that support the study. This will include reviewing findings from the current draft Comprehensive Plan, 2021 Moving Together Towards Vision Zero Comprehensive Transportation Plan, the 2020 A2Zero Living Carbon Neutrality Plan, the City's Capital Improvement Plan, the recently established Speed Management Plan, the Downtown Circulation Study, and City Council Resolution R-23-415. Additionally, we will review outside plans such as the UM Campus Plan 2050 and the SEMCOG Vision 2050 Regional Transportation Plan to understand how the University plans to grow and how SEMCOG predicts the Southeast Michigan region will grow to understand how these corridors fit into a larger regional transportation network. Compiling findings and supporting data from these efforts will help inform our stakeholder and public engagement process by allowing us to tell a compelling story about where the City is headed and how this study fits into other City and regional efforts.

Task 2 Deliverables:

- Summary of relevant findings and data from previous plans, programs, policies, and resolutions

Task 3: Internal and External Stakeholder Engagement

Making changes to major streets in Ann Arbor will require collaboration across internal City departments and with external City stakeholders to help explain why and how streets will be reconfigured through this effort. Toole Design will host up to five coordination meetings with internal City departments such as the fire department, streets maintenance department, and the Downtown Development Authority as needed throughout the study process to ensure their first-hand knowledge informs the project analysis and concept development. Similarly, we propose hosting up to five coordination meetings with external stakeholders including TheRide, University of Michigan, and business stakeholders to inform them of our findings and hear about their specific needs. The stakeholder meetings will be documented in meeting notes and used to tweak our project development approach along the way.

Task 3 Deliverables:

- Up to five meetings with internal City department stakeholders
- Up to five meetings with external stakeholders

Task 4: Data Collection

A key aspect of the multi-lane road reconfiguration analysis will be collecting transportation data to understand existing travel patterns and traffic volumes. We will request all existing recent traffic count data available from the City for each of these street segments, as well as traffic signal operations data including timings and phasing patterns for key intersections. We will compile existing traffic volume data from MDOT and SEMCOG to use for comparison purposes. Using this data, we will determine where there are transportation data gaps, and work with an outside data vendor, All Traffic Data Services, Inc. to collect additional 7-day 24-hour motor vehicle traffic volume counts with speed data and vehicle classification or 12 hour turning movement counts at up to 30 locations. This will allow us to build a comprehensive understanding of the existing motor vehicle travel patterns on these streets segments so we can evaluate road reconfiguration opportunities in the next task. In addition to these micro-level data collection efforts, we will look at model data from SEMCOG and workforce commuting data from the Census to understand more detailed travel patterns and forecasts for these streets. Lastly, if needed, we

can supplement these data sources with Big Data analysis to understand origin-destination information or trip lengths. Toole Design maintains a subscription to Replica which allows us to analyze corridors at the link-level or zone-level depending on project needs.

In addition to these data collection efforts, Toole Design staff will conduct 2 days of field visits with City of Ann Arbor staff to look at each study corridor in more detail to help inform analysis and design efforts. At these site visits, the Toole team will develop an understanding of both the existing and future/desired lane use and urban design context of each corridor.

Task 4 Deliverables:

- Data request (in spreadsheet format)
- Seven-day, 24-hour motor vehicle traffic volume counts with speed data and vehicle classification at up to 30 locations
- Up to 12-hour intersection turning movement counts at up to 6 locations
- Organized spreadsheets of received and newly-collected transportation data
- 2-day field visits to each study corridor for up to 3 Toole Design staff and narrative assessments of existing and future context for each corridor.

Task 5: Multi-Lane Road Reconfiguration Analysis

Toole Design brings extensive experience across the US in evaluating changes in roadway capacity that are needed to make streets safer and provide equitable, multimodal access. We have a deep toolchest of types of analysis to draw upon that will address the key questions that City officials, the public, and stakeholders will have about possible reconfigurations. Toole Design will work with the City Departments and stakeholders to review possible analyses that will be most applicable to these corridors and co-create an analytical approach to evaluating these corridors.

Develop Analysis Method

Toole Design will first review the corridor data and assess the likely concerns and questions that will arise as reconfiguration of these corridors is contemplated. Reconfiguration should consider the benefits and tradeoffs to the roadway's performance, in light of the City of Ann Arbor's goals for safety, sustainable mobility, equity, and emissions. For each corridor, several options for reconfigurations may be evaluated, with different emphases on modes of transportation and accompanying tradeoffs. Our approach will be to consider the aspirations of Ann Arbor for future mode shift as the basis of design. While we will develop a methodology in collaboration with the City Departments, we anticipate that some of the following methodologies may be applied:

- **Person-throughput Analysis.** The total capacity of the corridor to carry people during the peak hour will be assessed, making reasonable assumptions on transit ridership, bicycle mode share for short trips, and pedestrian trips.
- **Vehicular V/C.** Using traffic data collected in Task 4, we will assess the vehicular volume-to-capacity ratio for each corridor under existing roadway reconfiguration scenarios. To further inform the analysis, we will look at the duration of overcapacity periods, i.e., does the existing traffic volume exceed the capacity for just one hour of a typical day? Or does the overcapacity operations extend for multiple hours? This analysis will be used to distinguish the locations where a lane reduction may need to be accompanied by mode shift, traffic diversion, peak hour spreading, or other means to reduce peak hour/peak direction vehicle trips.
- **Crash Reduction**. Using FHWA Crash Reduction Clearinghouse Data, potential crash reduction using Crash Modification Factors will be assessed.

- **Systemic Safety Analysis.** Identify intersection features that are often associated with poor safety outcomes, and which are addressed by roadway reconfiguration.
- **Pedestrian and Bicycle Level of Stress.** The level of comfort and safety, and separation from traffic, for people walking and biking will be comparatively assessed.
- **Transit Service Enhancement.** Potential for reduction in transit delays from infrastructure such as queue jump lanes, bus lanes, or in-lane boarding will be assessed.

With review and agreement from the City of Ann Arbor, a proposed methodology will be finalized that will make use of available data and reflect the priorities of various city departments and stakeholders.

Run Analysis

Toole Design will implement the roadway reconfiguration analysis methodology for existing cross-sections and possible future cross-sections for each of the ten roadway corridors. Cross-section options will include reduction in travel lanes and repurposing of roadway width to uses that may include bus lanes, queue jump lanes, high comfort bicycle lanes, or on-street parking in appropriate locations. To the greatest extent possible, scenarios that are tested will support the Ann Arbor MTTVZ planning goals for each corridor.

Compile Results

The analysis results will provide an initial assessment of benefits and tradeoffs of up to two roadway reconfiguration options for each corridor, and will be used to categorize each corridor as follows:

- **Opportunity corridors:** Best opportunity to reconfigure roadways and reduce vehicle travel lanes with fewest complications
- **Challenging corridors:** Due to higher peak-hour traffic volumes and capacity constraints at key intersections, a roadway reconfiguration that reduces travel lanes is likely to result in traffic diversion. These segments may require additional consideration of strategies to mitigate traffic diversion or reduce peak-hour trips
- **Transit corridors:** Corridors with priority for high level transit infrastructure that can best be achieved with travel lane reassignment

Task 5 Deliverables:

- Draft and final roadway reconfiguration analysis methodology
- Analysis results and corridor typology
- Up to two roadway reconfiguration options shown in cross-section for each study corridor

Task 6: Concept Development and Cost Opinions

Toole Design will work with the City to develop design concepts that will show what might be possible, and how application of safety countermeasures can improve safety by speed reduction and other means. The intent will be illustrative designs that clearly show the application of safety countermeasures and opportunities for reconfiguring the roadway width by reducing travel lanes. Limited traffic operations analysis may be conducted in selected locations to confirm lane assignments and other details.

This task will be informed with a discussion at a meeting with city departments, where specific locations appropriate for concept design will be identified. The intent will be to show a range of possible locations and treatments, and address some of the most salient sticking points such as complex intersections, busy transit stops on proposed BRT routes, or locations where multiple modes of transportation need to be accommodated in a constrained location. We propose to share a first draft of the concepts with the City and a round of design refinements before completion.

As noted earlier, we will group the corridors as described below and ensure a range of conditions are represented in the design concepts.

Alternative Concept Sketches For Opportunity Road Segments

These locations are where the analysis shows high potential for roadway reconfiguration and improvements in multimodal safety and access, with minimal impacts to vehicle operations. Design concepts can include illustrative typical cross-sections or intersection layouts.

Challenging Segment PHV Reduction Estimates, Strategies, And Concept Sketches

These locations will include the most capacity constrained and challenging segments. The design concepts will be accompanied by an analysis of future capacity for all modes, with consideration of the potential for mode shift, traffic diversion, or peak spreading. The future modal analysis will use Replica or possibly the SEMCOG model, if available. While we will confirm our approach with the City before conducting these analyses, we typically look for the “low hanging fruit” for mode shift. We will assess the number of trips that may be suitable for shifting to transit (longer trips destined for Ann Arbor’s core) or to bicycle trips (shorter trips in the neighborhood that may only use a portion of the corridor). In the case that reasonable assumptions on expected mode shift will not sufficiently reduce vehicle traffic to be within the corridor’s or intersections’ capacity, we will evaluate potential for traffic diversion to other corridors based on the vehicle trip origins and destinations.

This category is likely to be some or most of the intersections of two roadway configuration corridors, which may be the most critical bottlenecks that result from these changes. These intersections may be the subject of more detailed traffic operational analyses with Synchro, SimTraffic or VISSIM. The specific analyses will be determined in coordination with the City of Ann Arbor.

Concept Sketches For Dedicated Transit Lane Corridors

For the BRT corridors, design concepts will show bus lanes and transit stops, in addition to all ages and abilities bicycle infrastructure. Designs will consider transit stop location and accommodation of pedestrian access and crossings, and passenger waiting areas.

Planning Level Cost Opinions

Planning level cost assumptions will need to be reviewed and discussed with the City team before developing estimates. A key factor that will be needed to estimate costs will be if the City intends to use a quick build approach versus capital reconstruction of streets or intersections. Given the goals of the City of Ann Arbor for reducing crashes within the next few years, we assume a quick build design and implementation approach is desired. Planning level costs will be developed after the final concepts are reviewed and approved.

Task 6 Deliverables:

- Summary of concept design locations
- Draft concept designs
- Final concept designs
- Planning level cost estimates

Task 7: Public Engagement

Making changes to major streets can be impactful and stir up strong emotions. Toole Design will approach public engagement on this project using a listen-first approach, while using a storytelling narrative along the way to show residents where these streets have been in the past, how they function now, and how they could function better for more members of our community in the future. The team will lead with compassion but stand firm behind our proposed approach by clearly showing which research and detailed data we used to support decisions.

In order to have these conversations we propose a multi-pronged engagement approach. First, our approach will include development of a project website where people can review summary information and draft proposals at key milestones throughout the project. This is where we will kick off our engagement efforts at the start of the project. Following the establishment of the website and after we have substantially completed our data collection and developed the Road Reconfiguration Analysis, we will host pop-up events at existing events around the City. This will allow us to take the temperature of a sample of community members before we move into the concept development phase of the project. After we host pop-ups, we will host targeted stakeholder interviews that may include large employers, small business owners, or community-based organization leads. This will supplement our understanding of how people would like to move on these street segments and how they feel they are functioning today.

We will also plan to present to the City Transportation Commission up to two times throughout the project to provide updates on progress and take any feedback from Commissioners.

Once we have built this initial understanding of public sentiment, Toole Design will host a first public open house that coincides with the posting of the first online survey. This public open house will be an informative meeting to present the results of the Road Reconfiguration Analysis and get people engaged with the project.

The online survey will ask residents how they currently use these streets and what potential changes they would like to see on these streets. After the survey closes and after we use the input to inform draft concepts for each of the segments, we will host a second public open house to present the draft concepts. This second public open house will coincide with a second online survey that allows people to voice support or concerns about the proposed concepts for each street segment. After we complete all of these engagement efforts, we will prepare an engagement summary that includes tables, charts, and summary text that can be included in the final project report.

Task 7 Deliverables:

- Website development
- Up to four pop-ups – attendance by 2 Toole Design staff
- Up to four stakeholder interviews
- Up to two presentations to Transportation Commission
- Up to two public open houses – attendance by 3-4 Toole Design staff depending on staffing needs
- Up to two online surveys/engagement opportunities with public open house materials
- Engagement summary

Task 8: Final Report

After the public engagement efforts are complete and our concept development is complete, we will assemble a draft report summarizing our analysis, public engagement, and final street segment recommendations and associated planning level cost opinions. We will develop a concise and digestible report that tells a powerful story about why we are making these recommendations. After City staff review the draft report and submit comments, we will develop a final report and final project summary presentation.

Task 8 Deliverables:

- Draft report
- Final report
- Final summary presentation

Project Schedule

We assume a 12 month schedule for the project, running from April 2025 to April 2026. A More detailed project schedule will be developed in consultation with the City of Ann Arbor Project Manager after the project kickoff.

EXHIBIT B

COMPENSATION

Fee Estimate

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

A2 Multilane Evaluation Study		Toole Design										
	Staff Name	López	Gibson	Parker	Miller	Warren	Koehle	Massoud	Sieb	Guidoboni		
	Project Role	Principal-In-Charge	Project Manager	Deputy PM	Engagement Lead	Concept Design / Graphics	Traffic Engineering	Traffic Engineering Support	Planning Support	Strategic Advisor		
	Billing Rate	$238	$260	$204	$122	$136	$176	$130	$174	$282	Subtotal (hrs)	Subtotal ($s)
Task 1. Project Management												
Kickoff Meeting		1	2	2	1					1	7	$ 1,570
Bi-weekly calls with Ann Arbor PM (1/2-hour) + Agenda + Meeting Minutes	Up to 24	2	12	24	8					2	48	$ 10,032
General Project Administration		6	12	12							30	$ 6,996
Monthly Invoices and Progress Reports	Up to 12	6	12								18	$ 4,548
Task 1 Subtotal		15	38	38	9	0	0	0	0	3	103	$ 23,146
Task 2. Previous Plan, Program, and Resolution Review												
Review and summarize relevant information from MTTVZ, Comp Plan, A2Zero, CIP, Speed Management, and Council Resolutions			4	8		16			4		32	$ 5,544
Task 2 Subtotal		0	4	8	0	16	0	0	4	0	32	$ 5,544
Task 3. Stakeholder Engagement												
Internal Ann Arbor City Department Coordination Meetings	Up to 5		5	5		10					20	$ 3,680
External Stakeholder Agency Meetings (UM, The Ride)	Up to 5		5	5		10					20	$ 3,680
Task 3 Subtotal		0	10	10	0	20	0	0	0	0	40	$ 7,360
Task 4. Data Collection												
Existing Data Request and Organization			2	4				16			22	$ 3,416
Reviewing and Processing Up To 30 New Traffic Counts			2	4				16			22	$ 3,416
Field Visits to Study Corridors	2 days for 3 staff		30	30	30						90	$ 17,580
Task 4 Subtotal		0	34	38	30	0	0	32	0	0	134	$ 24,412
Task 5. Multilane Road Reconfiguration Analysis												
Develop Analysis Method		4	8	4			16	8		4	44	$ 8,832
Run Analysis			16	8			20	40			84	$ 14,512
Compile Results		4	8	4		20	8	20		8	72	$ 12,832
Task 5 Subtotal		8	32	16	0	20	44	68	0	12	200	$ 36,176
Task 6. Concept Development and Cost Opinions												
Alternative Concept Sketches for Opportunity Road Segments		2	12	12		30	8	40	4	2	110	$ 17,992
Challenging Segment PHV Reduction Estimates, Strategies, and Concept Sketches		2	24	20		50	24	80	4	4	208	$ 34,044
Concept Sketches for Dedicated Transit Lane Corridors		2	8	8		20	8	24	4	2	76	$ 12,696
Planning Level Cost Opinions	Up to 10		8					60		4	72	$ 11,008
Task 6 Subtotal		6	52	40	0	100	40	204	12	12	466	$ 75,740
Task 7. Public Engagement												
Website Development			4	4	16						24	$ 3,808
Pop-Up Events	Up to 4	2	4	16	40	20			8		90	$ 13,772
Stakeholder Interviews	Up to 4		4	4	8						16	$ 2,832
Transportation Commission Presentations	Up to 2		8	8	8						24	$ 4,688
Online Survey			4	2	8				2		16	$ 2,772
Open Houses	Up to 2	4	4	20	80				8		116	$ 17,224
Engagement Summary			4	4	24						32	$ 4,784
Task 7 Subtotal		6	32	58	184	20	0	0	18	0	318	$ 49,880
Task 8. Final Report												
Draft Report		4	16	24		40		10	8	4	106	$ 19,268
Final Report			8	20		20			8		56	$ 10,272
Final Presentation			2	4		10				2	18	$ 3,260
Task 8 Subtotal		4	26	48	0	70	0	10	16	6	180	$ 32,800
Total Labor Hours		39	228	256	223	246	84	314	50	33	1473	
Total Labor Fee		$ 9,282	$ 59,280	$ 52,224	$ 27,206	$ 33,456	$ 14,784	$ 40,820	$ 8,700	$ 9,306		$ 255,058
Toole Design Direct Expenses												$ 6,770
7-Day 24-hour Traffic Counts with Speed and Class or TMC at 30 Locations (All Traffic Data)												$ 18,000
Total Project Fee												$ 279,828