

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
WADE TRIM ASSOCIATES
AND THE ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY FOR
CONSTRUCTION MANAGEMENT**

This agreement (“Agreement”) is between the Ann Arbor Downtown Development Authority a municipal corporation, 407 N. 5th Ave., Ann Arbor, Michigan 48104 (“DDA”), and Wade Trim Associates, a Michigan-based Corporation, with its address at 25251 Northline Road, Taylor, Michigan 48180 (“Contractor”). DDA and Contractor agree as follows:

1. DEFINITIONS

Contract Administrator means Amber Miller, acting personally or through an authorized Staff Member.

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

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

Project 4TH Ave Reconstruction – Construction Management

Services means Civil Engineering Support Services 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 DDA 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 DDA policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the DDA, 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 DDA, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the DDA in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$998,000 which shall be paid upon invoice by Contractor to the DDA for services rendered according to the unit prices in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in 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 DDA may verify invoices submitted by Contractor. Such records shall be made available to the DDA 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 DDA 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 DDA

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 DDA. 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 DDA.

C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the DDA 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 Ann Arbor Downtown Development Authority 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 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

3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The

Ann Arbor Downtown Development Authority shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the DDA's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall be considered primary as respects any other valid or collectible insurance that the DDA may possess, including any self-insured retentions the DDA may have; and any other insurance the DDA 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 DDA for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the DDA 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 DDA. 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 DDA in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the DDA 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 DDA 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 DDA 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 DDA, 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 DDA for any contract, debt, or any other obligation to the DDA, including real and personal property taxes. Further Contractor agrees that the DDA 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 DDA 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 DDA

- A. The DDA shall give Contractor access to DDA/City properties and project areas as required to perform the Services.
- B. The DDA 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 DDA. Notwithstanding any consent by the DDA 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 DDA.
- 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 DDA 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 DDA budget process. If funds are not appropriated or otherwise made available, the DDA 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:

Wade Trim Associates, Inc
25251 Northline Road
Taylor, Michigan 48180

If Notice is sent to the DDA

ANN ARBOR DDA
407 N. 5th Ave.,
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 DDA. 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 DDA without restriction or limitation on their use. The DDA acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the DDA 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 DDA if Contractor has been or is retained to handle any matter in which its representation is adverse to the DDA 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 DDA, 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 DDA. 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 DDA 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 DDA. 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 an physical signature and agree to treat electronic or facsimile signatures as binding.

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

DRAFT

FOR WADE TRIM ASSOCIATES, INC

FOR ANN ARBOR DDA

By _____

By: _____
Amber Miller - Capital Projects & Planning Manager

Name: _____

By _____
Maura Thomson, DDA Executive Director

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

Scope of Services CONSTRUCTION MANAGEMENT

2026 FOURTH AVENUE PROJECT CONSTRUCTION PHASE SERVICES CITY OF ANN ARBOR DDA PROJECT

Wade Trim appreciates the opportunity to provide construction phase support services to the Ann Arbor Downtown Development Authority for Fourth Avenue between William and Liberty Street. This includes construction inspection, staking, construction engineering and administration and engineering services during construction. The scope of this work is outlined below.

In addition, while the design phase of the project is nearing completion, there are additional design phase items detailed below which the consultant team (Wade Trim and SmithGroup) is requesting an amendment. A description of each scope item is detailed below.

Phase 1 - Additional Design Services

The additional design services outlined below consist of unanticipated efforts associated with requests for additional data, study, design, and project coordination.

Additional Coordination

While the existing contract for this project did anticipate the need to coordinate with AAATA, Ann Arbor Housing Commission staff, and the housing project developer, it did not anticipate the duration and depth of the coordination required. Due to a change in scope for the Site Development, as well as the addition of the design for the Blake Transit Center, significantly more coordination with a longer duration was necessary to ensure the 4th Avenue corridor design aligned with both future site developments. The existing contract includes 6 meetings with the larger stakeholder group, which we exceeded during the course of approximately 1-year of extra coordination meetings. Note that some effort has been distributed to other associated projects, and that has been considered when calculating the additional fee amendment.

Traffic Assessment

Recent input from the City Transportation staff, due to staff and assignment changes, resulted in a new assessment of the intersections of Fourth Ave. with Liberty and William Streets. The changes included the development of a pilot test methodology, consideration of signal changes and locations, evaluation or restricting left turns at Liberty, evaluation of the addition of a bike signal at William, attendance at additional meetings with City Transportation and engineering teams, and development of design options related to potential bump-outs.

Signal Design

While the need for traffic signal upgrades has not been finalized, the design team has incurred effort in evaluating possible signal alternatives for both William and Liberty intersections. At William, the team has reviewed the applicability of a bike signal, potential temporary solutions for future mast arms, evaluation of interim relocation of existing signal poles without full upgrades, as well as a high-level analysis of future mast arm location and configuration.

At Liberty, the design team reviewed the feasibility of a transit priority signal and developed a pro/con list of the signal in comparison with a bump-out and a temporary signal solution. These analyses were performed as a result of the Transportation team input outlined above.

In addition, the consultant team is designing the intersection sidewalks to accommodate a future APS system, which was not included in previous contract amendment. Integrating the APS system results in design effort in locating the APS facilities, amending new sidewalk ramp layout and grading, and adding new conduits and handholes.

Finally, as a result of feedback from the Commission on Disability, an RRFB has been added to the mid-block crossing. Coordination on grading and placement of push buttons with respect to level landings is required to implement this design.

Corridor Design Changes

Through the process of collaboration with the housing developer and AAATA, a new design for the Fourth Ave area adjacent to the 350 S. Fifth site development was modified and includes the use of a (private) strip of land from the development site. This additional land accommodates a new bus/service lane in the east side of Fourth Ave. The new road and sidewalk geometry impacts road and sidewalk layout, stormwater design, and grading changes.

Based on the input of the City Transportation staff noted above the following additional effort was required including final design efforts for the new bump-out at Fourth Ave. and William Street, design amendments to the existing midblock crossing, and a new paint and post bump-out at Fourth Ave. and Liberty St. will be required. These efforts include grading, layout, and landscape changes for the permanent bump-outs, and detailing pavement marking paint and post treatment.

Sequencing and Maintenance of Traffic (MOT) Engineering

While some of this effort was anticipated in the original contract, the current effort has become further involved and has required reworking and rescheduling the plan in order to accommodate AAATA's anticipated bus relocation plan. In addition, the original assumption was that the 350 S. Fifth project would be under construction in years 2024 and 2025 (including relocation of the storm line and new bus area), with the Fourth Ave. roadway and sidewalk improvements under construction in 2026, as the building construction was winding down. These timelines have changed. Finally, DTE gas indicated they intend to replace their gas main from Packard to Liberty in 2026, which required further sequencing and traffic coordination. Additional work includes providing new detailed scenarios of construction sequences and MOT, and coordination with planning of AAATA interim operations.

Phase 2 – Construction Services

Construction services will be performed primarily by Wade Trim, and will include on-site inspection, construction engineering, administration and project management, as well as construction staking. Wade Trim will be supported by Smith Group for design, review and coordination support and MTC for materials testing. The detailed scope of work is outlined below:

Pre-Construction Services (April 2026)

These services are performed by Wade Trim in preparation for the start of 2026 Construction. The duration for this phase is anticipated to be **four weeks**. Services include, but are not limited to, the following:

- Coordination meetings with selected contractor to identify work scope, review construction phasing, property disruptions and impacts, schedule, and utility coordination.
- DDA and City coordination meetings.
- Construction inspection coordination and project initiation.
- Survey coordination and staking preparation.

- Supporting DDA responsiveness to the neighborhood and residents

The majority of these services will be performed by **Carmelle Tremblay, Breanna Anderson, Felipe Uribe, and Martin Hoemke.**

Phase 3 – Construction Services (estimated May 2026 to mid-November 2026)

The estimated Construction duration for the Fourth Avenue Project between William and Liberty is from May 2026 to mid-November 2026, approximately **26 weeks.**

Construction Phase services for Wade Trim will consist of supporting the DDA with part-time project management, full-time construction engineering, part-time engineering support and full-time construction inspection, coordination of materials testing and construction staking and layout, as detailed below:

Support Project Manager

- We have included time for **Carmelle Tremblay and Breanna Anderson** to perform construction phase project management tasks, provide project oversight assistance, project accounting, coordination with City and for general communication during the project.
- We have anticipated our Project Manager will be involved an average of **8 hours** per week.

Support Project Engineers

- We have included time to provide engineering support during construction and to support our Construction Engineer (**Felipe Uribe**). Engineering support will answer design questions and assist plan updates given changes due to field conditions.
- One member of our design team will regularly attend the progress meetings and be prepared to help address any design questions that come up during the construction phase. We anticipate that Wade Trim's Project Engineer, **Martin Hoemke**, will fulfill this role, supported by other Wade Trim staff. We assume **12 hours** per week for **Martin Hoemke**.

Construction Engineer

- Our Construction Engineer, **Felipe Uribe**, will lead this effort. Our Construction Engineer will support the DDA on contract administration, construction engineering, and project oversight. We assume approximately **24 hours** per week to perform the tasks assigned by the DDA.
- Felipe will be supported by a senior field engineer, **Brian Scherdt**, who is anticipated to spend approximately **16 hours** per week.
- Construction management includes oversight of inspectors, contractors, testing, record retention, change order review, material review and approval, field engineering, preparation of monthly estimates, schedule and run progress meetings, as-builts, etc.
- We will conduct weekly progress meetings (and prepare meeting agenda; and provide summary for the DDA representative) with the contractor (and City) throughout the project. Meeting Minutes will be distributed to all attendees via email by Wade Trim.
- Acts as primary construction contact for DDA. Anticipate updating DDA on progress twice per week.
- Our Construction Engineer will communicate and coordinate construction with City, AAATA, businesses, Ann Arbor Public Schools, U of M, etc., supported by the engineering team.
- The Construction Engineer will act as an Ombudsman on the project

- Acts as primary construction contact for neighborhood
- Available to receive and address citizen questions/complaints. Communication with neighbors.
- Meets and coordinates with property owners related to construction, coordinate weekly email updates with Amber, provide detailed emails to applicable property owners, and support on-site neighbor meetings.
- Supported by Wade Trim Project Manager and engineering team.
- Coordinates plan reviews as needed to meet deadlines.
- Maintain list of outstanding items and provide deadlines to City or team or whomever. Follow up on all feedback.
- Responsible for tasks identified by DDA. May identify needed support from DDA and communicate needs and schedule to DDA.
- Obtain, track, and provide oversight for DTE coordination, etc. supported by Wade Trim/SmithGroup design teams.
- Prepare City required traffic control notices, supported by engineering team.
- Identify needs and applicable approvals to ensure timely construction. Follows up to ensure timely implementation.
- Construction Engineer shall be available regularly and responsive to emails and calls
- Attend DDA CIC & Board meetings as necessary. Supported by Carmelle Tremblay/Martin Hoemke.
- Shop drawing review (if necessary) will be provided.
- Organize critical information for recently constructed projects:
 - Products and materials
 - Warranties
 - Maintenance plans/needs
- Our Construction Engineer, in cooperation with our project inspectors, will coordinate and oversee the necessary materials testing and quality assurance program during the project. Materials Testing will be provided by MTC.
- Our Construction Engineer will review all project inspection reports, keep track of project quantities, prepare and/or review monthly pay estimates and work with the DDA on any necessary project change orders. The Construction Engineer will apply the agreed upon cost-share split to the pay estimates. Field Manager will be used for this project.
- Our inspection team will stake the maintenance of traffic signs as needed for each stage.

Construction Inspection

- We will provide one primary inspector for the project. The primary project inspector (**Construction Tech IV**) has been allocated for this work. We have based our fee estimate on an average of **50 hours** per week (40 regular hours plus 10 overtime hours) with time reducing nearing the end of the project.
- Our project inspector will keep a written “red line” copies of all field changes and completed work per DDA/City standard checklists. Typically, this is done using pdf and attached to the inspector’s daily reports. Wade Trim can provide paper copies if desired. As standard practice, pictures will be taken daily and attached to the daily reports in pdf format.
- We will review the DDA’s/City’s IDR Guidelines prior to this phase and make sure that we are meeting them during the project inspection.

- A Wade Trim ProjectWise Extranet site will be set up for this project. All Construction documentation will be stored in this location and maintained. The DDA will be provided direct access to these files for review at any time.

Construction Staking and Layout

- We anticipate approximately **16 crew days** (2 person staking crew for 8 hours) of construction staking and layout to support the Division Street Project.
- We will set project control and additional benchmarks as needed to maintain project integrity.
- It is the contractor's responsibility to protect said control throughout the construction process. Any control re-establishment due to contractor removal will be provided at an additional cost.
- Our fee assumes the following staking tasks to be included in the scope of work:
 - Demolition Limits
 - Curb Staking
 - Sidewalk & ADA Ramp Staking
 - Storm Sewer & Watermain staking
 - Traffic Signal Staking
 - Light Pole Staking (minimal number of poles)
 - Shelter Staking
- The following staking tasks are NOT included in our fee and are considered out of scope:
 - MOT Staking
 - Landscape Staking (staking of detailed streetscape)
 - Proposed Signage & Striping
 - Staking of underground conduit (electric for lighting)
 - Planting Plans
- All staking and cut sheets will be completed following the City of Ann Arbor staking guidelines.
- Fees are for one-time staking and any re-staking shall be tracked and completed at an additional cost to the contractor on a Time and materials basis.
- Our fee assumes staking will be completed in non-frost conditions based on the project schedule (April- Nov.)

Phase 3 – Post Construction/Project Close Out (Nov - Dec 2026)

Following the anticipated construction completion in October 2026, Wade Trim will provide post construction project close out effort as follows (estimated duration of **4 weeks**):

- We will review the final inspection reports and final quantities of work. Our goal will be to agree upon quantities of work daily with the Contractor, however, final balancing may be required.
- We will perform a preliminary walkthrough of the project with DDA (and City if desired) and establish a punchlist of items.
- We will work with the contractor to complete all work in 2026. We will identify items of work not able to be addressed during construction, such as final restoration, remaining punchlist items, and potentially pavement markings that will need to be addressed before the end of 2026.
- We will review/approve/deny all change order requests and prepare necessary change orders consistent with prior work directives.
- We will prepare pay estimates, as required, following the completion of the work in November 2026.

- We will prepare written progress or status reports for the DDA as required to describe the status of the project.
- We have estimated **32 hours of 2-person survey crew** time to pick-up all as-built information as required by the City.
- We will fill out and prepare a Contractor Evaluation once the project is nearing close-out.

DRAFT

City of Ann Arbor DDA Project
 Project Name: Fourth Avenue Project
 Contract Location: City of Ann Arbor
 Rate Schedule: Wade Trim - City of Ann Arbor Project Management Fee Schedule
 Date: February 19, 2026



Wade Trim Project Number:

TASK DESCRIPTION	Regular Hours per week	Overtime Hours per week	Estimated Task Duration (weeks)	KEY PERSONNEL																								TOTAL HOURS	TOTAL FEE								
				Project Manager		Traffic Engineer		Signal Engineer		Field Engineer		Field Lead Tech		Project Engineer		Primary Inspector		Primary Insp OT		Prof Surveyor		Two Person Survey Crew		SmithGroup Lead		SmithGroup Prof Engineer				SmithGroup Landscape Architect		SmithGroup Staff Architect		SmithGroup Staff Electrical Engineer		SmithGroup Staff Landscape Architect	
				Carmelle Tremblay		Bridget Bienkowski		Jill Bosserd		Felipe Uribe		Brian Scherdt		Martin Hoemke		Construction Tech IV		Construction Tech IV		PS III		Survey Tech V & III		Bob Doyle		Jake Ray				Lindsey Fercho		Staff Architect		Staff Electrical Engineer		Staff LA	
				PE IV	PE III	Engineer VI	PE IV	Eng Spec II	Engineer III	Construction Tech IV	Construction Tech IV	PS III	Survey Tech V & III	PM	PE	PLA	Architect	Engineer	LA	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate			Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
Construction Staking			26	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,480	124	\$ 27,528	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	164	\$ 34,008
Total Construction Staking																											\$	34,008									

Total Shared Costs	\$ 34,008.00
62.85% DDA	\$ 21,372.84
17.85% City Stormwater	\$ 6,071.31
0.42% City Sanitary	\$ 142.83
17.59% City Water	\$ 5,982.88
1.29% City Streets	\$ 438.15
TOTAL	\$ 34,008.00

TASK DESCRIPTION	Regular Hours per week	Overtime Hours per week	Estimated Task Duration (weeks)	Project Manager	Traffic Engineer	Signal Engineer	Field Engineer	Field Lead Tech	Project Engineer	Primary Inspector	Primary Insp OT	Prof Surveyor	Two Person Survey Crew	SmithGroup Lead	SmithGroup Prof Engineer	SmithGroup Landscape Architect	SmithGroup Staff Architect	SmithGroup Staff Electrical Engineer	SmithGroup Staff Landscape Architect	TOTAL HOURS	TOTAL FEE	
Construction Materials Testing																						
Total Construction Staking																					\$	65,000

Total Shared Costs	\$ 65,000.00
62.85% DDA	\$ 40,850.23
17.85% City Stormwater	\$ 11,604.18
0.42% City Sanitary	\$ 272.99
17.59% City Water	\$ 11,435.17
1.29% City Streets	\$ 837.43
TOTAL	\$ 65,000.00

TOTAL SERVICES	480	\$ 101,888	116	\$ 21,576	44	\$ 8,800	1,500	\$ 317,715	992	\$ 179,381	624	\$ 87,172	2,240	\$ 269,376	520	\$ 81,120	76	\$ 12,429	208	\$ 46,602	99	\$ 22,329	189	\$ 30,394	335	\$ 53,869	96	\$ 17,893	56	\$ 11,344	195	\$ 23,184	7,767	\$ 906,567
Total Construction Services																					\$	783,300												

Contingency (10%)	\$ 90,657
Total Budget	\$ 997,224
Total Budget (Rounded up to nearest 1k)	\$ 998,000

Total Shared Contingency & Roundup Costs	\$ 91,432.92
62.85% DDA	\$ 57,462.39
17.85% City Stormwater	\$ 16,323.14
0.42% City Sanitary	\$ 384.00
17.59% City Water	\$ 16,085.40
1.29% City Streets	\$ 1,177.99
TOTAL	\$ 91,432.92

Total Costs	\$ 751,246.47
DDA	\$ 118,567.29
City Stormwater	\$ 2,789.28
City Sanitary	\$ 116,840.37
City Water	\$ 8,556.59
City Streets	\$ 998,000.00
TOTAL	\$ 998,000.00