

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
WADE TRIM ASSOCIATES, INC.
AND THE CITY OF ANN ARBOR
FOR GALLUP PARK VEHICLE AND PEDESTRIAN BRIDGE DESIGN**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and **Wade Trim Associates, Inc.** ("Contractor"), a corporation in the state of Michigan, with its address at **25251 Northline Rd, Taylor, MI 48180**. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means **Community Services / Parks and Recreation**.

Contract Administrator means **Hillary Hanzel, Landscape Architect IV**, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means **Gallup Park Vehicle and Pedestrian Bridge Design (RFP No. 22-51)**

II. DURATION

Contractor shall commence performance on **August 22, 2022** ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

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

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

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

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

VII. COMPLIANCE REQUIREMENTS

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

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

VIII. WARRANTIES BY THE CONTRACTOR

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

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

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

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

XII. REMEDIES

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

XIII. NOTICE

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

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:
Christopher Wall
Wade Trim Associates, Inc.
25251 Northline Rd
Taylor, MI 48180

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

City of Ann Arbor
Derek Delacourt, Community Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

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

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

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

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR Wade Trim Associates, Inc.

Contractor Name

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Derek Delacourt, Service Area Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

BACKGROUND

The City of Ann Arbor Parks and Recreation Services Unit (City) needs to replace the Gallup Park pedestrian and vehicle bridge (the Bridge). Additionally, improvements will be made to the park road and trail approach and the trail crossing (the Approach).

Gallup Park is a large community-wide park in Ann Arbor that is very popular and heavily-used. The existing bridge is located along the main access road into the park and consists of a single vehicle lane with two 5' wide sidewalks on either side. The existing bridge requires that vehicles yield as only one can cross at a time. The existing bridge is timber and the community like it's scale and rustic park-like character.

The Border-to-Border Trail crosses the park road directly south of the bridge and is a major regional trail connector, often used by higher-speed commuting cyclists. The Gallup Park Loop Trail circles the park and includes the east sidewalk of the bridge.

In 2020, a planning study was conducted to determine a preferred bridge design and proposed improvements for the park road and trail. A copy of the Gallup Park Bridge, Road and Trail Schematic Design study is contained in Attachment "A" to this Request for Proposal document. This plan includes the preferred bridge cross section and plan.

The scope of design services under this proposal are only for the area shown on the Phasing Plan as the "Bridge Phase" in Attachment "A" to this Request for Proposal Document. The remaining proposed improvements shown in the "Road and Trail Phase" are anticipated for the future but are outside the scope of this project at this time. They should however be considered so that the improvements made with the bridge replacement will also fit within the long-range plan for the park road and trail. Additionally, the exact extents of the "Bridge Phase" may be adjusted due to the extent of the area affected by the bridge design.

EXISTING CONDITIONS

A bridge inspection was completed in 2018 and it was determined that the existing bridge has reached the end of it's useful life and was in need of replacement. The existing bridge had repairs made in 2020 to prolong its use until a replacement bridge could be constructed.

The existing bridge presents the following issues:

1. Lack of adequate space for the high volume of nonmotorized traffic crossing in the area.
2. Southbound drivers on the bridge have poor visibility of the Border-to-Border trail that crosses directly to the south
3. The walkways are too steep for barrier free access and are not Americans with Disabilities Act (ADA) compliant.
4. The wood surface has developed ridges, making cycling difficult.

5. The wood surface becomes slippery when wet.
6. The railing often suffers damage from bridge jumpers and requires frequent maintenance.
7. Lack of formal access to the river edge adjacent to the bridge creates bank erosion.

A topographic survey is available, and the extents are shown in Attachment “A” to this Request for Proposal Document. A Michigan Department of Transportation (MDOT) railroad is located directly south of the site and includes a right-of-way that extends approximately 25-feet into the park area. The City of Ann Arbor leases land within the railroad right-of-way under a use agreement for Gallup Park recreation. This agreement prohibits parking, but allows for roads, trails and landscape within the right-of-way.

Several utilities are buried below the Huron River near the existing bridge. Underground electric and sanitary lines are located directly to the west and gas and water lines are located directly to the east.

SCHEMATIC BRIDGE DESIGN

It is the City’s intent to replace the Bridge with the recommended concept from the Gallup Park Bridge, Road, and Trail Schematic Design Report which is contained in Attachment “A” to this Request for Proposal document. This report involved community engagement to define goals for the bridge replacement and evaluate alternatives, resulting in a preferred bridge concept cross section and plan alignment.

The recommended cross section for the new bridge is one-lane for vehicles with a 10-foot-wide shared use path on either side. A timber rail is proposed to serve as a vehicular guardrail and as an additional buffer between vehicles. Traffic calming and more room for pedestrians and bicyclists were the most important factors in this recommendation.

The new vehicular bridge is proposed to be located so the existing bridge can remain during construction. If not, the south side of the river will be inaccessible for four to five months. Locating the bridge directly west and adjacent to the existing bridge will keep the span to a minimum while avoiding the costliest nearby utilities to relocate. The span and structural material of the bridge is recommended to have the least destruction to the site while still meeting the design criteria and loading requirements. A concrete bridge will have the smallest beam depth and require the least amount of maintenance and a two-span bridge will also allow for a thinner beam depth creating less disruption and fill needed on site.

Bridge design criteria include:

1. Increase load capacity for emergency and construction vehicles to HS-20 or 16,000 lbs.
2. Strive to maintain access to south side of park during construction.
3. Minimize maintenance through material choices.
4. Comply with the Americans with Disabilities Act (ADA) requirements for an accessible route.

5. Provide a vehicular guardrail or combination pedestrian and vehicular guardrail that meets current American Association of State Highway and Transportation Officials (AASHTO) standards of 10-kip impact.
6. Discourage bridge jumpers with rail design.
7. Include an under-clearance of 4'-3" minimum per Michigan Department of Natural Resources MDNR recommendations.
8. Based on project goals, design criteria and cost, a bridge location and alignment directly west and adjacent to the existing bridge is the recommended option.
9. A two-span bridge is recommended due to lower cost and reduce approaches.
10. The bridge should incorporate natural materials so long as their durability and maintenance fits within the park's capacity. A vehicular rail made from timber beams and a composite decking on the non-motorized areas is recommended to provide warm touches of a wooden aesthetic. A river cobble veneer on the bridge abutments is preferred to tie the bridge to the existing site.

PERMITS:

It is not anticipated that the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) would require a hydraulic analysis for the new bridge as the span length would not be decreased and it is not anticipated to encroach on the existing low chord of the current bridge. City Staff will undertake a preliminary Endangered Species Screening for the proposed project as well as an overall review of the site to identify any areas or species of concern and allow for an early permit process or mitigation measures to be in place, so as not to delay the project.

ROAD AND TRAIL APPROACH:

The scope of work for this project includes design for the road and trail approach on either side of the bridge to appropriately tie back into the existing park road and trail alignments. It also includes shifting the Border-to-Border trail crossing further to the south to improve visibility, as well as using a tabled crossing to encourage traffic calming.

An overlook and river access point are included to the south-west corner of the bridge to allow tubers and kayakers to enter/exit the river and reduce erosion.

Approach criteria include:

1. Increase safety of the Border-to-Border crossing and improve the visibility for motorists.
2. Provide a designated river access point for kayakers and tubers entering and exiting the river to reduce erosion.
3. Encourage slow speeds on the bridge and park road by including a yield point at the south approach of the bridge.
4. Increase the Border-to-Border Trail width to 12'-0" minimum to meet current trail standards and accommodate heavy use.
5. Provide stormwater management along the trail to align with the City of Ann Arbor's stormwater goals.
6. Aim to separate high-speed commuter cyclists from recreational trail users
7. Encourage slow vehicle speeds with road design.

CONSTRUCTION FEASIBILITY AND ACCESS:

Vehicle and pedestrian access to the south side of Gallup Park via the existing vehicle bridge is to be maintained during construction. It will be necessary to determine the sequencing of work on the new bridge and the removal of the existing bridge to ensure access is maintained and disruption to the park is minimized. It is also necessary to determine and depict on the project plans appropriate construction staging areas for this work.

FEDERAL FUNDING

This project will use federal American Rescue Plan Act (ARPA) funds but is not an MDOT Local Agency Project and will be bid through the City of Ann Arbor procurement process. However, all work will be performed in accordance with the applicable American Association of State and Highway Transportation Officials (AASHTO), City of Ann Arbor, Americans with Disabilities Act (ADA), and Michigan Department of Transportation (MDOT) Standards as applicable and as approved by the City. Contract documents and Detailed Specifications will be prepared in City of Ann Arbor format that detail the work and its requirements. All plans and specifications, and bid documents, shall meet the City's complete satisfaction and shall be prepared by the chosen Consultant.

ENGINEERING AND PROJECT MANAGEMENT SCOPE OF WORK:

The selected firm(s) shall design the new vehicle and pedestrian bridge in Gallup Park, and all related approach improvements. All improvements shall be designed in accordance with the applicable AASHTO, City of Ann Arbor, ADA, MDOT, and any other applicable and relevant standards.

The City is seeking proposals from qualified professional engineering consulting firms to provide the necessary design and project management services for the preparation of plans and specifications to competitively bid and construct these improvements.

The City of Ann Arbor intends to competitively bid this project through its Procurement Unit in Winter/Spring 2023. A notice to proceed for construction is intended in the summer of 2023 with construction substantially complete by summer of 2024.

In general, the following items will need to be addressed by the consulting firm, in accordance with Section III of this request:

1. The Lead Consultant shall manage all aspects of the project design up to the award of the construction contract(s) for the project. This includes but, is not limited to; managing all aspects of the project, including the work of all sub-consultants and project coordination with all affected agencies. **The Project Manager must ensure the timely and effective delivery of the project design, as well as provide oversight and detailed, thorough, and comprehensive review and recommendation for acceptance by the City of all project deliverables.** The

Project Manager will be responsible for the overall review and coordination of the contract documents in order to ensure preparation of plans that are detailed, thorough, and accurate and meet all the requirements of the City of Ann Arbor. This task requires the services of a professional project manager(s) to ensure uninterrupted progress of the project.

2. Prepare additional detailed, ground survey of the construction influence area as needed to supplement provided survey. The extents of the existing topographic survey are shown in Attachment "C" of this request for proposals. The detailed ground survey may be augmented by aerial photography outside of the detailed topographic survey limits, however, aerial photography will not be the primary tool in developing the topographic survey for the project. The Consultant shall at a minimum, provide the following items in their proposed scope of work; locate all trees 6" in diameter or greater and provide the genus and cultivar (if applicable) breakdown; locate all cultural features within the requested survey boundaries; provide a survey with 1' contour intervals; locate all "breaklines" and other features as necessary to develop accurate contours; provide detailed spot elevations at all existing sidewalk and sidewalk ramp areas; and, provide all survey work to national map accuracy standards; locate all existing property irons and monuments within the survey limits; and, precisely locate all existing public and private utilities. All survey work shall be performed in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual.
3. Review the recommended schematic bridge design as shown in Attachment "A" and critique the cross section and plan. Propose refinements for constructability, cost savings, or other reasons, as necessary.
4. Design live loading for the bridge shall be HS-20. The Consultant shall also perform a load rating of the completed bridge structure design prior to bidding the project. The load rating shall be performed using LRFR methodology.
5. Perform a complete and detailed geotechnical evaluation and analysis to determine the properties of the existing soils throughout the construction influence area for the purposes of evaluating sub-structure and roadway design needs.
6. Gather and review information pertaining to existing public and private utilities and determine the **precise** location, both horizontally and vertically, of all existing utilities. Obtain record drawings from the private utility companies. Coordinate all aspects of the proposed work with the City and the private utility companies. Where critical crossings of utilities are believed to exist, or the elevation(s) of existing utilities may significantly affect the design of the proposed bridge, utilities, roadways, retaining walls, and the like, test holes shall be dug to determine the precise location, both horizontally and vertically of these points. The Consultant shall arrange for these test holes to be dug and shall make arrangements to have the necessary inspection and survey personnel on hand to observe, locate, and verify the results of each excavation.

7. All drawings shall be prepared to City of Ann Arbor Public Services Area Drafting Standards. All drawings shall be prepared using Civil 3D 2021 software. The City of Ann Arbor shall be provided with one complete set of plans in their native format and portable document format (.pdf) when they are completed on a “flash drive” of sufficient capacity. The Consultant shall also provide native and .pdf copies of all supporting documentation, including, but not limited to; contract documents; project specifications; load rating calculations; cost estimates; and the like.
8. Provide geometric designs for the park road and the intersecting paths and trails in accordance with all AASHTO and City of Ann Arbor Standards. The inclusion of on-street advisory bike lanes is not being proposed at this time. Propose typical cross-sections for the roadway as needed to fit the existing site and proposed conditions created as part of the final design.
9. Prepare complete, detailed, and accurate traffic control plans to construct the project including detour routes as needed for both motorized and non-motorized traffic.
10. Prepare visual aids and attend at least three meetings to coordinate the design of the project with the Park Advisory Commission and/or City Council and other formal and informal committees as needed.
11. Prepare complete, detailed, and accurate construction plans and specifications meeting the requirements of the City of Ann Arbor Public Services Area in order to satisfactorily complete the project.
12. Provide the design of retaining walls, railings, barriers, and guardrails, as necessary, to construct the planned bridge, roadway and trail alignments.
13. This project requires an administrative Site Plan Review and approval by Planning Commission. Prepare all plans necessary to meet pertinent City of Ann Arbor Site Plan requirements. For example, Natural Features Protection Plans, Soil Erosion, Grading, Landscaping and Planting plans, etc. These requirements can be found in Chapter 57 of the City of Ann Arbor Code of Ordinances. The requirements of the City of Ann Arbor Code of Ordinances shall take precedence over all other MDOT standard practices.
14. Coordinate **all** elements of the design with all affected parties, including, but not limited to; various City Service Areas and Units, private utility companies, other formal and informal committees, and the public in general. Additional formal community engagement is not anticipated at this time.
15. Coordinate with the City of Ann Arbor Public Art Commission to review opportunities to incorporate public art into the bridge design project. If applicable, coordinate with artists and/or artisans.

16. Schedule and chair design progress meetings to be held on a bi-monthly basis. This is to include a design kick-off meeting in which all affected parties to the design will be contacted and invited to attend. Prepare and distribute meeting minutes for all progress and coordination meetings.
17. Prepare complete, thorough, detailed, and accurate contract documents including plans, specifications, bid forms, etc. to allow the project to be advertised and bid through the City of Ann Arbor's Procurement Unit.
18. Prepare an engineer's estimate of probable costs at 50%, 75%, and 100% project milestones to ensure budget compliance.

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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