Administrative Use Only
Contract Date: _____

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ORCHARD, HILTZ & MCCLIMENT , INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Orchard, Hiltz & McCliment , Inc. (dba OHM Advisors) (“Contractor”), a Michigan Corporation with its address at 34000 Plymouth Road, Livonia, MI 48150, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Services – Engineering.

Contract Administrator means Nicholas Hutchinson, P.E., 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 Lower Town Area Mobility Study; File No.:2018-037.

II. DURATION

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

III. SERVICES

A. The Contractor agrees to provide professional engineering 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 contract sum 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.

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.

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 during the life of this contract 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 contract; 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 necessary to perform the Services specified in this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

D. 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.

E. 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.

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

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

B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

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

XII. REMEDIES

A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement 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:

Orchard, Hiltz & McCliment, Inc. (dba OHM Advisors)
34000 Plymouth Road
Livonia, MI 48150
Attn: Robert Czachorski, P.E.

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

City of Ann Arbor
c/o Public Services – Engineering
301 E. Huron St.
Ann Arbor, Michigan 48104
Attn: Nicholas S. Hutchinson, P.E.

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.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

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 with any affixed exhibits, schedules or other documentation, 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.

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.

FOR CONTRACTOR

By _____
Robert Czachorski, P.E.
Its Principal

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Craig Hupy, P.E.
Public Services Area Administrator

_____
Howard S. Lazarus, City Administrator

Approved as to form and content

_____
Stephen K. Postema, City Attorney

EXHIBIT A

LOWER TOWN AREA MOBILITY STUDY
SCOPE OF SERVICES

The Contractor shall provide all items listed in the Scope of Services for RFP (Request for Proposal) #18-21 and the Orchard, Hiltz & McCliment, Inc. Proposal to RFP #18-21. Both of these documents are included below.

RFP #18-21 – Objective and Scope of Services

Work for all tasks is within the City of Ann Arbor, in Washtenaw County, Michigan. The City of Ann Arbor is located in eastern Washtenaw County and is bordered by Interstate Highway 94 (I-94), US Route 23 (US-23), and Michigan Route 14 (M-14) which are all the major highways linking Ann Arbor to other Michigan cities.

A. Objective

The City of Ann Arbor is seeking a highly qualified consultant or consultant team to provide transportation engineering and planning services for the Lower Town Area Mobility Study.

Development in the northern areas of the City can reasonably be expected to add demand to the City's mobility network. The confluence of Pontiac Trail, Broadway, Plymouth Road, Moore Street, Wall Street, and Maiden Lane (also known as Lower Town) has the potential to become a mobility chokepoint.

City Council desires to mitigate the potential impacts of development on the City's quality of life. In December 2017, City Council passed a resolution requesting City Staff to review and update of previous studies of vehicular, transit, bicycle, and pedestrian movements leading to, and traveling through, the Lower Town area. In January 2018, the City's Transportation Commission, a recommending body to the City Council, reviewed and provided comments on the scope of this study.

The chosen Consultant will work with a designated City Project Manager for this study to coordinate communication with involved units within the City, other agencies and stakeholders. The Public Services Area staff will oversee the direction of the project and quality of work performed by the chosen Consultant.

B. Scope of Services (from City's RFP #18-21)

1. Background

The City of Ann Arbor provides an exceptional quality of life to its residents and is therefore a community of choice that attracts new residents and businesses. Development in the Lower Town, north downtown and northern areas of the City can reasonably be expected to add demand to the City's mobility network. The confluence of Pontiac Trail, Broadway, Plymouth Road, Moore Street, Wall Street, and Maiden Lane (also known as Lower

Town) has the potential to become a mobility "chokepoint."
City Council desires to mitigate the potential impacts of development on the City's quality of life. In December 2017, City Council passed a resolution requesting City Staff to review and update of previous studies of vehicular, transit, bicycle, and pedestrian movement leading to and traveling through the Lower Town area. In January 2018, the City's Transportation Commission, a recommending body to the City Council, reviewed and provided comments on the scope of this study.

2. Objective

The City of Ann Arbor is seeking proposals for conducting a comprehensive mobility study centered in the City's Lower Town Area.

3. Requirements

A. The Lower Town area lies approximately one-half mile northeast of downtown Ann Arbor. The Huron River defines its south and east boundaries, while Traver Creek and the residential neighborhoods of Broadway, Traver Street and Pontiac Trail lie to the north and west. The study area include all areas of Lower Town, and additionally Pontiac Street/Pontiac Trail from Lower Town to Dhu Varren Road, Broadway from Lower Town to Catherine Street, Maiden Lane from Lower Town to Fuller Road, Plymouth Road from Lower Town to Barton Drive, and Barton Drive from M-14 to Plymouth Road. See Attachment A for a map showing key streets in the study area.

B. The study must address the mobility needs for users of all means of transportation, including pedestrians, bicyclists, transit riders, and drivers and passengers of motorized vehicles.

C. Collect planning documents, policy statements, capital project information, metropolitan planning organization travel demand model, crash data and transportation study results from relevant development projects. Summarize road user needs and mobility challenges identified in existing documents. Planning documents include the ones listed as follows:

a. City Master Plan – Land Use Element 2009
b. City Master Plan – Transportation Plan Update 2009
c. City Master Plan – Non-motorized Transportation Plan 2007 and 2013 Update
d. City Master Plan – Sustainability Framework 2013
e. City Parks and Recreation Open Space (PROS) Plan 2016-2020
f. City Capital Improvements Plan
g. North Main Huron River Corridor Vision

h. Northeast Area Transportation Plan 2006
i. The Treeline – Allen Creek Urban Trail Master Plan
j. Connector Feasibility and Alternatives Analysis Studies
k. Fuller East Medical Intersection Improvement Analysis
l. City Council Resolution Regarding Non-motorized Path Improvements
m. University of Michigan Medical Center Campus Master Plan
n. University of Michigan North Campus Master Plan
o. Ann Arbor Area Transportation Authority (AAATA) Transit Improvement Plan

D. Public Engagement – Utilizing the City's Public Engagement Toolkit as a guide, plan and execute a public engagement process to collect input on mobility and land use concerns from residents, road users and stakeholders.

E. Investigate roadway, transit and pedestrian/bicycle infrastructure operational conditions and crash patterns in the study area. Evaluate available data from City's existing traffic signal infrastructure and past transportation counts. Propose additional data collection that includes pedestrian, transit ridership and traffic counts, and perform data collection with approval by the City with a goal of providing optimal updated information that will allow the Consultant to adequately assess current travel modes and make informed recommendations for system improvements and demand management within the study area.

F. In cooperation with Washtenaw Area Transportation Study (WATS) modeling, review and establish the travel demand model capturing travel patterns within Lower Town, and between Lower Town and other destination areas. Propose modeling software combinations that are suitable for travel demand model forecasting for this study with the goal of future expansion to a city-wide model, capabilities of "microscopic" traffic analysis for key intersections, and easy data transition between travel demand model and the "microscopic" analysis. Conduct evaluations for this study using software combinations recommended by the Consultant and approved by the City.

G. Identify existing and future mobility and safety deficiencies in study area for all travelers including pedestrians, bicyclists, transit riders and vehicular traffic considering the development projects listed below:
   a. North Sky, off Pontiac Trail
   b. Cottages at Barton Green, off Pontiac Trail
   c. Nixon Farm North and Nixon Farm South, off Nixon Road
   d. 1140 Broadway, off Broadway and Maiden Lane
   e. Development at former MichCon site along the Huron River

f. Existing and future University of Michigan parking structures, off Wall Street
g. Ann Arbor Station, proposed off Fuller Road
h. Provide inventory of vacant parcels in the core study area for future possible development projects. Alternatively, utilize WATS/Southeast Michigan Council of Governments (SEMCOG) forecast by Transportation Analysis Zone (TAZ) to generate future mobility demand forecast.

H. Explore possible improvements that could better utilize the existing Rights-of-Way along Pontiac Street/Pontiac Trail for public transit and non-motorized use.

I. The center of the Lower Town area is near the intersection of Broadway and Maiden Lane. Propose and evaluate traffic and transportation access, and circulation alternatives for the convergence of the following streets, sidewalks, crosswalks, bicycle facilities and transit stops.

a. Broadway
b. Plymouth Road
c. Traver Road
d. Moore Street
e. Pontiac Street
f. Swift Street
g. Wall Street
h. Maiden Lane
i. Canal Street
j. Intersection of Fuller Road and Maiden Lane (see O. below)

J. Evaluate all uncontrolled crossings within the Study Area in accordance with NCHRP 562 and propose recommended pedestrian crossing treatments. Identify locations where other such crossings are needed.

K. Evaluate observed and modeled congestion on Broadway/N. Division Street that occasionally extends to Catherine Street and propose mitigation as part of the development of alternatives above.

L. Evaluate observed and modeled congestion near Ann Arbor STEAM at Northside and propose mitigation alternatives.

M. Consult with Ann Arbor Public Schools to evaluate traffic using Chandler Road and Traver Road to bypass Pontiac Trail, and propose appropriate mitigation measures.

N. Utilize Transportation System Management (TSM) and Travel Demand Management (TDM) strategies. Propose and evaluate travel demand management solutions including opportunities outside of the study area.

O. Coordinate efforts of this study with the following ongoing projects:
    a. Intersection improvements at Fuller Road/Maiden Lane/E. Medical Center Drive; and,
    b. 2018/2019 City Transportation Plan Update.

P. Provide preliminary study recommendations, including an appropriate public review and engagement phase.

Q. Propose early mitigation items for implementation.

R. Meet on a monthly basis with the City's project team to review progress and expedite necessary actions.

S. Provide monthly study status reports.

T. Prepare draft and final report documenting recommended improvements, planning level cost estimates, policy considerations and timeline for implementation. Identify potential funding sources.

Orchard, Hiltz & McCliment, Inc. Proposal to RFP #18-21

As the City of Ann Arbor looks out into the future of the Lower Town area, they understandably are concerned with achieving a reasonable balance for the mobility needs of all users. The transportation network will need to be evaluated from the perspective of personal mobility, rather than merely for vehicles. As such, the OHM team will be investigating the needs of pedestrians, bicyclists, and transit users and how their interests will be balanced against those traveling in passenger vehicles and the business requirements for commercial trucking and delivery.

We have organized our project approach into a series of major tasks. These tasks are described below:

Task 1: Public Engagement

Our team's engagement philosophy is to meet residents "where they're at" through authentic dialogue and relationship building over time, obtaining a critical mass of participation in and support for the mobility study process.

Our engagement team, led by Ms. Lauren Hood, will review information from previous project websites and all planning/policy related documents provided by City staff. The team will also seek feedback from previously engaged

stakeholders on the process and outcomes to inform best practices for the mobility study moving forward.

Trust is built through transparency. In order to actively engage participants in a real time process, we will maintain a mailing list and project website with up to date information on the study process. This project website will be used to make documents available to the public, including RFP materials with detailed background information so that all process participants are properly prepared to engage. The project website will include a means of capturing open-ended feedback and provide a project specific email address in order to respond to specific inquiries.

We will engage City staff, employing the existing toolkit, to establish an initial stakeholder database. Ms. Hood will maintain and update the database throughout the study process.

Specific gatherings will be scheduled for the engagement team to give presentations and listen to the stakeholders in the Lower Town communities:

Up to 10 Stakeholder interviews prior to Public Meeting 1

- Identify concerns

Public Meeting 1: Introduction, Existing Condition Findings

- Present project details
- Inform attendees about alternative engagement platforms (website, mailing list)
- Introduce the team
- Define “Rules for Engagement” in public meetings (Communicate expectations for behavior, duration of commentary.)
- Team presentation
- Facilitate community conversation
- Document feedback

Public Meeting 2: Brainstorming Workshop

- Team presentation
- Breakout into small workgroups
- Document feedback
- Present key ideas to overall group

Public Meeting 3: Lower Town Alternatives

- Team presentation
- Facilitated dialogue
- Document feedback

Public Meeting 4: Future Conditions Findings and Recommendations

Team presentation
Facilitated dialogue
Document feedback
Propose means for continued engagement

Lauren and the team will compile and present pertinent background materials, visual aids, and support documentation as required. She will engage City staff with regards to the publishing of meeting announcements and will be responsible for the distribution of meeting invitations and coordination.

Ms. Hood will facilitate the meetings. Each meeting agenda shall include a designated community comment session as well as presentations from the team and City personnel as necessary. The team will design the meeting schedule in accordance with what has been outlined in the RFP. “Public Meetings” to include traditional town halls, one on one interviews and appearances at existing pre-determined stakeholder gatherings.

The engagement team will provide regular updates to the project website, including feedback obtained at the public meetings within a short time frame following the meetings. Drafts of support materials and findings shall also be provided as they are completed and checked.

Lauren and the team shall meet with City staff at designated intervals to ensure milestones are met and that pace of the work adheres to the specified timeline. The team will create the agenda, provide status updates and document meeting outcomes.

Task 2: Documentation Gathering and Review

Undertaking a mobility study for the Lower Town area, indeed for any portion of the City, must be grounded in a full understanding of the context and plans for the community. The RFP has noted a series of planning documents, studies and analyses that will need to be considered. Our OHM team is already conversant with many of the referenced works, since they were inherent to our work in developing the Nixon Road Corridor Study. For those references that are more specific to this new project, such as the U of M North Campus and Medical Center Campus Master Plans, we have already obtained them and are familiarizing ourselves with how they will inform our work for Lower Town mobility.

This task will include working with the City to gather information from all available sources, including the documents referenced in the RFP. The team will familiarize themselves with each of the documents. Our deliverable for this task

will be a report that summarizes the information collected for use throughout the study.

Task 3: Crash Analysis

One of a traffic engineer's most important contributions to traffic safety is the analysis of high crash locations and the recommendation of improvements to address deficiencies to make travel safer. We are adept at preparing crash summaries and diagrams that are used to identify crash patterns that can be reduced or eliminated by implementing signing, pavement marking, signals and phasing, lane assignment or geometry modifications. A full multi-year crash history review of all of the major roadways in the lower town study area will be undertaken, with specific focus on fatalities and serious injury crashes.

The illustrations below depict examples of how the crash data can be reported out, with a suitable narrative explaining our findings. The deliverable for this task will be a detailed report comprising a series of charts, illustrations and diagrams discussing problematic crash locations and proposed changes to mitigate the current safety issues.

Task 4: Travel Data - Video Data Collection

Beyond the safety aspects of the study area, it is important that the operational conditions be investigated and evaluated. This all starts with adequate travel data; data for pedestrians, bicyclists, transit users and vehicles. While we anticipate that some travel data will be identified during Task 2, it is likely that additional data will be needed.

We generally recommend that significant data collection efforts occur during the school year, on typical weekdays. Weekend and/or summer counts only make sense if there are major seasonal recreational facilities that would propel travel demands in excess of normal commuter patterns.

Data collection will be accomplished by video capture, with a minimum of 48 hours of data for up to 30 locations. Through a careful selection of data collection sites, we will be able to achieve a reasonable recognition of vehicle volumes and turning movements, pedestrian volumes and crossings, bicycle volumes whether on-street or along sidewalks, and bus patrons embarking and disembarking for key stops.

Deliverables would include summary reports detailing travel movements of vehicles, pedestrians and bicycles at specific locations. As needed, this data can be stratified by class of vehicle and provided to the City in a variety of formats, including Excel and Adobe PDF. Further, the videos in AVI format can also be provided, if desired.

Task 5: Road Safety Audit

The RFP has requested that existing safety deficiencies in the study area be identified. Although a full crash analysis is proposed, this is not sufficient to unearth all potential safety issues. Our recommended plan is to conduct a Road Safety Audit (RSA). This is defined as “the formal safety performance examination of an existing or future road or intersection by an independent, multidisciplinary team. It qualitatively estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users.”

Road safety audits differ from conventional traffic safety studies in two key ways: road safety audits are pro-active investigations, rather than reactive investigations of sites with histories of complaints or poor safety performance. The investigation team is independent from the staff that owns / maintains the road. A key feature of a road safety audit is the use of a team of professionals with varied expertise. We propose a team that includes a traffic safety engineer, traffic operation engineer, design engineer, maintenance engineer, and law enforcement. Since historical crash data is available, the audit team will make use of them. However, one of the strengths of the audit process is it can find safety concerns before they contribute to crashes.

Regarding the potential safety performance of future roadway improvements, we will be utilizing methods from the Highway Safety Manual (HSM). This is a publication of the American Association of State Highway Transportation Officials. It contains concepts, guidelines, and computational procedures for predicting the safety performance of various highway facilities.

The planned process for the RSA would begin with preparation of information packets for the RSA team to use during their reviews. These packets may include maps, crash summaries, traffic data, etc. The next step would be to schedule the RSA kickoff meeting, which would include a presentation by the Project Manager and RSA Facilitator, Steven Loveland, explaining the RSA process and providing an opportunity for stakeholders to explain to the team the problems in the area. After this kickoff meeting, the team begins their audit, reviewing the information available and field reviewing the study area during peak periods, off-peak periods and nighttime. The team will identify the safety concerns and prioritize the issues. A findings presentation will be prepared and presented to the stakeholders. For this large of an area, it is envisioned to be approximately a 5-day process from the kickoff meeting to the findings presentation. This would include up to 3 days of field work followed by audit team meetings and presentation preparation. The recommendations coming out of the audit will focus on both short and long term fixes for the Lower Town area.

While the entire Lower Town area will be reviewed during the RSA Process, particular attention will be paid to the follow items:

Evaluation of Uncontrolled Crossings (based on guidance from NCHRP 562)

Pontiac Street/Pontiac Trail improvements for Transit and Non-Motorized Modes

The Center of Lower Town area

Broadway/N. Division Congestion

The process of identifying deficiencies also leads to the anticipation of remedial improvements to address those shortcomings. However, there may be competing demands for changes to serve the needs of different modes of travel that cannot all fit within existing road right-of-way (ROW). The OHM team is prepared to develop alternate improvement options, illustrating how the needs of the various modes might be balanced within the ROW.

Northside Elementary School Study

One of the concerns for the Lower Town area is the existing congestion surrounding the Ann Arbor STEAM program at Northside Elementary School, located at the corner of Barton Dr and Traver St. The OHM team has extensive experience in reviewing and evaluating the problems with traffic circulation and pedestrian safety at school campuses. Our school safety experts' previous work includes evaluating elementary, middle/junior high and high schools for Avondale School District, Farmington Public Schools, Midland School District, Milan Area Schools, Novi Public Schools, Rochester Community Schools, Troy School District and Wyandotte Public Schools. Also, just earlier this year, we have been retained to review a number of Ann Arbor Public Schools. To date, these include Clague Middle, Huron High and Pioneer High Schools.

We anticipate that the concerns at Northside are related to congestion during its arrival and dismissal times. OHM would be happy to assist in evaluating these problems and developing concepts for corrective actions as appropriate. We will conduct a field review and safety evaluation of the whole site and surrounding streets. We would likely meet with the school principal and other key staff to briefly discuss their concerns and impressions of traffic and pedestrian safety, as well as discuss these issues with City traffic and police staff. We would observe the unique traffic patterns and conflicts for the AM arrival and PM dismissal periods. Based on these observations, we would identify alternative improvements needed to address these problems.

While not explicitly part of the Lower Town study area, it would not be difficult to extend the scope of the RSA to include the location of the existing Amtrak train station on Depot St west of Broadway. For that matter, we could also include the anticipated locations for the relocation of Amtrak to east of Fuller Rd and the desired station location for the WALLY rail line near Plymouth Rd, if desired by the City.

The last step for the RSA Team will be to prepare a report that summarizes the process and findings with recommendations and approximate costs. Again, this

will focus on items that can be addressed in the short term and more long term fixes.

Task 6: Modeling Software Selection Process

Urban traffic modeling and analysis is part of the advanced intelligent management technologies that have become crucial tools for traffic management and control. Its main purpose is to predict congestion states of a specific urban transport network, motorized and/or non-motorized, and test improvement strategies to the network. While certain simulation models are specialized to model either overall system planning or detailed operations, certain models have the capability to model both to varying degrees. Toward this end, we understand that the City is looking for either a single solution or specific software combinations to allow for an easy transition between the level of transportation planning and for detailed traffic design and operation for a variety of transportation modes.

WATS, as the county planning organization, is using TransCAD as the macroscopic (travel demand) model for Washtenaw County. This model choice is in keeping with the fact that all county and regional planning organizations in Michigan use this one same modeling tool. The shortcoming of TransCAD, however, is that it generally does not include all federal-aid eligible roadways in the network model, and that the Traffic Analysis Zones (TAZ) that form the basis for the travel origin / destination matrix are rather large areas. So while eminently useful as a regional tool, looking broadly at cities and counties, it is not suited for focusing in on the analytical needs of less than primary arterials in the districts and neighborhoods of a city.

At the other end of the modeling spectrum, microscopic simulations like SimTraffic or VISSIM focus on depicting the individual details of driver, pedestrian or others behavior. These software platforms are best for modeling of transportation system operations and have a design focus on a smaller scale, such as a highway corridor or the pinch-points of individual intersections. Lane types, signal timing and other traffic related questions can be investigated with them to improve local system effectiveness and efficiency.

WSP has a long history of using microscopic, macroscopic and mesoscopic modeling for transportation networks. Thus, they have used a broad array of software platforms. Most recently, WSP is part of a team developing a Dynamic Traffic Assignment (DTA) forecasting model of southeast Michigan for MDOT that also encompasses the City of Ann Arbor. The DTA model refines the TransCAD model forecasts for a more accurate distribution of trips on the regional network by taking congestion into account and allowing motorists to select alternate routes when there is a travel time savings. This will help with identifying traffic detour patterns for future MDOT construction projects, and helping to plan maintaining traffic strategies and construction phasing. The OHM-WSP Team will be able to explore with the City staff the various solutions that

can start with the WATS-maintained TransCAD data relational structure, enrich it to be better able to deal with travel demand forecasting within the confines of the City, and port it to an appropriate microscopic model for detailed operational analysis. The end goal of setting a direction for not only this project, but establishing a methodology that can be replicated successfully on subsequent City transportation studies.

Through a series of workshops, our team will explore with City staff the software option(s) that may best represent the bridge between demand modeling and detailed analysis most appropriate at a city-level. The workshops will focus on three elements:

Modeling needs and requirements of the City
Software capabilities matrix
Identification of a preferred software(s) solution

The results of these workshops will then be reported out with our recommendations to the city for software acquisition, deployment and training for staff.

This is a similar process to one WSP is currently engaged in with the City of San Francisco. This allows the City of Ann Arbor to leverage much of the national best practices and software evaluation research performed under this project in an exceptionally cost-effective manner.

Task 7: Develop Existing Conditions Model

Once the appropriate software tools are identified in Task 6, our team will build a model of the transportation system for the Lower Town study area. Every intersection will be visited to collect the field and geometric data needed to understand the physical and operational characteristics of the intersection.

The project team will collect:

Lane geometry, including intersection widths.

Travel distances between intersections.

Turn-pocket lengths and location of stop bar.

Traffic control devices such as turn-on-red restrictions, left-turn signals and prohibited turns.

Pedestrian facilities such as crosswalks, signals and push buttons.

Approach grades and speed limits.

Ambient lighting.

The project team will develop the base network models from GIS maps and/or digital orthographic photography. This will allow the roadway networks to be created quickly and efficiently.

Task 8: Deficiency Analysis - Existing

The existing mobility deficiencies will be identified with the aid of the microscopic operational modeling of the study area. A report documenting the existing mobility conditions and deficiencies will be prepared for use in the final report. These existing deficiencies along with the deficiencies identified through the RSA process will be shared with the public at Public Meeting 2 (see Task 1 – Public Engagement).

Task 9: Travel Demand Modeling

The software selected in Task 6 will guide the travel demand modeling process. The WATS model will be the base for this task, whether directly using the WATS travel demand model, or through a hybrid WATS/3rd Party software approach. Team member WSP has extensive experience with all levels of travel demand forecasting and has worked directly with the WATS model for several projects in and around Ann Arbor, including ReImagine Washtenaw, South State Street Alternatives Analysis, and the Ann Arbor Transportation Master Plan. There are several key questions to be resolved. One will be the forecast year for the analysis. We anticipate that the travel demand information for 2045 should be available. But the City may wish to look out to a shorter horizon, possibly only 10 to 15 years. Another key is whether significant developments, such as the Cottages at Barton Green or at 1140 Broadway, have already been included in the travel demand modeling done by WATS. If not, then our analysis will include trip generation and distribution calculations for any proposed developments. We will also inventory any vacant parcels where no current development proposals are pending. This will involve working with City Planning staff to identify the likely type and scale of development for the parcels so their impacts can also be included in our analysis.

Task 10: Vision, Goals and Alternatives

Our team will meet with the City to review the existing conditions, and to gather stakeholder input into determining the vision and goals for improvements to the Lower Town area. The input received will be used to determine a statement of purpose and need for Lower Town. This purpose and need statement will then be used as a metric for the alternatives to be measured against.

Using a project team brainstorming session, we will develop a series of alternatives that will seek to address current and anticipated travel challenges, while implementing complete streets. Considered will be a variety of metrics, including serving the needs of pedestrians and bicyclists. The alternatives will be illustrated by way of concept-level sketches and vetted with a series of pro / con statements. The outcomes of this task will be presented to the City. Only those alternatives selected by the City will be passed on to the next step, Task 11, where operational characteristics will be calculated and a concept-level cost estimate will also be prepared.

Task 11: Alternatives Analysis

The alternatives selected by the City in Task 10 will be analyzed for mobility, and any deficiencies will be identified. The next step is to mitigate the deficiencies and fine-tune the alternatives to best meet the mobility needs of all users in the Lower Town area. As a step in the fine-tuning process, Transportation System Management (TSM) and Travel Demand Management (TDM) strategies will be considered for the area and even opportunities outside of Lower Town. A report detailing the analysis and TSM/TDM strategies identified for each alternative will serve as the work product for this task. Exhibits for each alternative will be prepared.

Task 12: Reporting and Recommendations

This task will combine all of the reporting generated throughout the study process into a single project report. This report will include all short-term and the long-term recommendations that come out of the RSA, modeling and brainstorming processes. The report will also provide planning level cost estimates for the recommendations. As the study is wrapping up, this would be an ideal time to hold Public Meeting 5 with a focus on the study findings, recommendations and next steps in the process.

Task 13: Project Management and Meetings

Steven Loveland will be the project manager for the OHM Advisors team. Steve has nearly 20 years of experience and will oversee the entire project effort and be responsible for the work product delivered to the City of Ann Arbor. Mr. Loveland will work closely with the City of Ann Arbor and their Project Manager, Mr. Luke Liu. He will ensure that the scope of services identified in the contract will be delivered on schedule and within the agreed upon budget. All sub-consultants on the OHM team will report directly to Mr. Loveland unless specifically requested to interact with city staff.

An initial Kick-Off Meeting will be held once the contract has been approved. We anticipate that this meeting will be attended by OHM team members and City staff. Throughout the duration of the study, monthly progress meetings will be held. We anticipate that City staff and OHM team members will attend the monthly meetings to collaborate on issues, design options, and alternatives. OHM will prepare an agenda, meeting materials, and a summary.

In addition to the monthly meetings, OHM proposes to have regular check-ins set up on a bi-weekly basis with the City's Project Manager to keep the project on track and moving forward. These meetings can be in person or over the phone and will have a starting point of including OHM's Project Manager, Mr. Loveland and the City Project Manager, Mr. Liu. Key team members from the consultant and city sides can be identified prior to each check-in meeting.

Once under contract and a project schedule is finalized, Mr. Loveland and the OHM team will follow this schedule and meet the project deadlines. If the city desires to adjust the schedule during the project, Mr. Loveland will work directly with Mr. Liu find the best scheduling solution to meet the needs of the city and project.

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:

ALLOCATION OF STAFF RESOURCES

OHM Job Number	PROJECT DESCRIPTION:
JN: TBD	**Lower Town Area Mobility Study**
CONSULTANT NAME:	**RFP #18-21**
OHM Advisors	

TASKS	Staff Classification:	Associate	Associate	Prof Eng II	Grad Eng I	Planner III	Grad Arch II					Facilitator	Total Hours For This Task	Total Cost For This Task
	Billing Rate:	$ 175	$ 175	$ 140	$ 110	$ 135	$ 100	$ 140	$ 176	$ 122	$ 123	$ 200		
		OHM Loveland PM	OHM Dearing QA Officer	OHM Juidici Lead Traffic	OHM Clark Traffic Eng.	OHM Bowden Planner	OHM Huddas Graphics	WSP Hill QAQC Modeling	WSP Ruegg Forecasting	WSP Love Modeling	WSP Ceifetz Safety	LH Hood Facilitator		
Task 1: Public Engagement		180	80	130	80	80	200	80			24	240	1094	$ 165,452
Task 1: Public Engagement*		140	60	100	60	20	160	60			20	140	760	$ 113,160
Task 2: Documentation Gathering and Review		8	24	40	8	8							88	$ 13,160
Task 3: Crash Analysis		8	8	40	60								116	$ 15,000
Task 4: Travel Data - Video Data Collection		Subconsultant - See below												
Task 5: Road Safety Audit		80	80	80	80	16					80		416	$ 60,000
Task 6: Modeling Software Selection Process		8	8		16			40	40	40			152	$ 22,080
Task 7: Develop Existing Conditions Model		16	16	40	160			40		160			432	$ 53,920
Task 8: Deficiency Analysis - Existing		8	8	20	40	8		20		40			144	$ 18,760
Task 9: Travel Demand Modeling		8		40	40			40	260				388	$ 62,760
Task 10: Vision, Goals and Alternatives Workshop		16	16	16	16	16		16					96	$ 14,000
Task 11: Alternatives Analysis		16	16	40	80	16	80	40		200			488	$ 60,160
Task 12: Reporting and Recommendations		40	20	80	80	20	80	40		80			440	$ 56,560
Task 13: Meetings		160	32	80	32	16		80	24		32	24	480	$ 74,640
Task 13: Meetings^		80	20	40	20	10		50	16		24	20	280	$ 43,418
Sub	Traffic Data Collection, Inc	Hours not calculated- Subconsultant services will be lump sum.												$ 42,000
Dir. Exp.	WSP - Expenses													$ 4,500
Total Hours by Staff Resource - Plan		**548**	**308**	**606**	**692**	**180**	**360**	**396**	**324**	**520**	**136**	**264**		
Total Hours by Staff Resource - Plan		**428**	**276**	**536**	**660**	**114**	**320**	**346**	**316**	**520**	**124**	**160**		
TOTAL HOURS FOR ALL TASKS													**4334**	
TOTAL HOURS FOR ALL TASKS													**3800**	
TOTAL COST FOR ALL TASKS														**$ 662,992**
TOTAL COST FOR ALL TASKS														**$ 579,478**

Represents updated hours and fee
Represents previous hours and fee

*Public Engagement: Number of public meetings has been reduced from 5 to 4. Reduced level of engagement.
^Meetings: Number of face-to-face meetings reduced, increased conference call meetings and OHM hosted meetings.

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. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, 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.