

REQUEST FOR PROPOSAL

RFP # 21-25

Ann Arbor Vision Zero Action Plan

City of Ann Arbor
Public Services/Engineering – Transportation Department



Due Date: August 25, 2021 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking the services of a Consultant with local understanding and presence to develop a Vision Zero Action Plan and Implementation Program (Implementation Program) to advance the City's goal of eliminating traffic fatalities and serious injuries on city streets by the year 2025 by guiding action, programs, projects and policies. In 2017, the City Council passed a resolution providing a framework to achieve this goal. It states: "Council supports continued progress to prevent further fatalities and serious injuries." In June 2021, the City Council adopting a Moving Together Towards Vision Zero plan (A2 Moving Together Plan) a Vision Zero based comprehensive transportation plan update into the city's Comprehensive Plan.

[Ann Arbor Moving Together Towards Vision Zero \(A2 Moving Together\)](https://www.a2gov.org/departments/engineering/Documents/Ann%20Arbor%20Moving%20Together_Final%20Plan_June%202021.pdf)

https://www.a2gov.org/departments/engineering/Documents/Ann%20Arbor%20Moving%20Together_Final%20Plan_June%202021.pdf

The Transportation Department is advancing the Action Plan and Implementation Program in collaboration with other City departments, the Transportation Commission and other transportation stakeholders including public health and safety officials to quickly initiate implementation actions while achieving coordinated solutions in engineering, education, encouragement, evaluation, equity, and enforcement.

This consultant will coordinate work with the Transportation Staff and Commission, a recommending body to City Council, The Public Services Area Administrator will oversee the direction and quality of work of this consultant.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before August 9, 2021 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Eli Cooper, Transportation Program Manager – ecooper@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: August 6, 2021, at 2:00 p.m.
WHERE: Microsoft Teams:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%2Fmeetup-join%2F19%3Ameeting_MzA2NDIxMGYtNDBiYi00MTA2LTg2MmMtNDImMzY4N2UyY2Fh%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%252248afa585-6375-4170-b9d1-e9c568bb92f3%2522%252c%2522Oid%2522%253a%2522639db42f-9bfc-49a3-af33-f7762c70cbc9%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=be14699d-46a1-472b-9f4e-fa7dc3e2e794&directDl=true&mSLaunch=true&enableMobilePage=true&suppressPrompt=true

Or call in (audio only)

+1 734-412-6317,,978745698# United States, Ann Arbor
Phone Conference ID: 978 745 698#

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 21-25. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No

erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City and transportation partners will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the end of the **week of September 6, 2021**. Offeror must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, August 25, 2021 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted should be clearly marked: “**RFP No.21-25 – Ann Arbor Vison Zero Action Plan**” and list the offeror’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor

c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public at all times. The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	August 9, 2021, 10:00 a.m.
Addenda Published (if needed)	Week of August 9, 2021
Proposal Due Date	August 25, 2021, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of September 6, 2021
Selection/Negotiations	September 2021
Expected City Council Authorizations	Oct 2021

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

SECTION II - SCOPE OF SERVICES

Consultant's Proposal

In keeping with the objective, the description, the requirements, and the consultant's tasks as indicated in this Request for Proposal, the consultants submitting proposals shall outline in detail the way the consultant shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.
- D. Working relationship between consultant and City staff.
- E. Information which will assist the City to determine the consultant's capability of performing the work.

The CONSULTANT will assist the CITY with developing the Action Plan and Implementation Program based on the adopted A2 Moving Together and consistent with Vision Zero Network's Guidelines for an Effective Vision Zero Action Plan. The Action Plan and Implementation Program will outline short-term implementation action items, longer term projects to be added to the City's Capital Improvement Program, , technical input (such as best practices), meeting preparation and support, meeting facilitation, and preparation of written documents. The CITY envisions the Implementation Program to be a five (5) year work plan.

PROJECT APPROACH The Action Plan and Implementation Program will enable Ann Arbor to implement the strategies of A2 Moving Together while building on the successes of previous and current transportation safety initiatives and multimodal system investments. This project is envisioned as a collaboration that leverages the local area expertise of Ann Arbor staff paired with the subject matter expertise of the CONSULTANT. An example of this collaboration is where the CITY will leverage its 2016-2020 collision database and geographic information systems to produce charts and maps that the CONSULTANT will review and request additional data, charts, and maps from the CITY as needed to identify the key implementation actions, projects and locations for the Implementation Program. A Major Streets Traffic Calming program's development and implementation is also outlined as an element of this project, Task 5.

This collaboration includes communications and graphic design support to the Implementation Program effort (hereinafter identified as Communications). The Communications effort will build on the A2 Moving Together graphic identity and materials to communicate Vision Zero concepts with partners and the public and consolidate the CITY generated maps and data and the technical analysis write-ups generated by the CONSULTANT into the final implementation report. Although not entirely responsible for graphics production the CONSULTANT is expected to propose concepts and collaborate with the CITY in generating ideas that will be reproduced by

Ann Arbor's Communications team for inclusion in the Implementation Program and associated reports as well as communications effectiveness tracking and evaluation. The communication strategy supplements/augments Vision Zero program implementation.. The Communications efforts shall also address ongoing activities, e.g., a project to address a corridor or city-wide reduction in the posted speed, the consultant shall provide supporting data, a strategy on how to communicate these changes effectively, and present an analysis of the effectiveness of the initiative and the communications program separately.

TASKS & DELIVERABLES

1. Project Management

As part of this task, the CONSULTANT will develop a project management plan that identifies key staff, project deliverables, and schedule. The CONSULTANT will manage the contract tasks and budget in accordance with the contract budget resources among budgeted tasks, or changes to the timeline may be approved with concurrence of the CITY project manager.

Task 1. Deliverable:

The CONSULTANT shall contribute to overall project management under the direction of the CITY project manager for the work defined in this Scope of Work as follows:

- a) Participate in twice monthly meetings or conference calls with the CITY project manager to review project progress
- b) Participate in up to six Vision Zero Implementation Committee meetings throughout the project
- c) Prepare meeting agenda and minutes for the Vision Zero Implementation Committee
- d) Prepare monthly progress reports and invoicing
- e) Prepare and maintain the progress schedule to align with the project duration.

2. Community Engagement

The CITY and CONSULTANT will rely on the City's internal Community Engagement Toolkit (CET) and use the development of the Implementation Program to build upon and foster the current safety culture wherein everyone is encouraged to contribute towards safe multimodal streets. It is in this spirit of shared responsibility – in how we travel, establish policies, design our streets, and enforce our traffic laws – that the development of the Implementation Program includes multiple engagement opportunities following the rubric of the CET

The City's Transportation Commission is tasked with creating a Vision Zero Implementation Committee. A2 Moving Together seeks a Vision Zero Implementation Committee for directed input and should provide special attention to enlist, inspire, and empower under-represented communities in the engagement process. The following groups are key stakeholders to engage during the development of the Vision

Zero Committee and execution of the implementation program:

- Internal Stakeholders Engineering, Public Works, AAPD, AAFD, Community Planning and Development, Parks and Recreation, AADDA, Community Engagement, Communications and others
- Public - The CONSULTANT will coordinate public outreach and education activities with City Staff
- Transportation Commission: There will be briefings to the Transportation Commission to ensure continuity through the implementation program development process. The City's Transportation Commission will create and participate in the Vision Zero Implementation Committee. The CONSULTANT effort to form the Vision Zero Implementation Committee (VZIC) shall provide special attention to enlist, inspire, and empower under-represented communities in the engagement process. The Implementation Program should seek to engage interested stakeholders from the A2 Moving Together Plan's planning process committees as well as interested members of the Commission to the extent practical, to form the Vision Zero Implementation committee.
- Vision Zero Implementation Committee (VZIC) - The VZIC shall serve as a sounding board for the development of the Implementation Program. As described above and comprised of Community Stakeholders: The CONSULTANT will co-facilitate, provide input in scoping the committee and its role, provide advice in the creation and help draft the agenda for the emerging Vision Zero Implementation Committee (VZIC). The Consultant shall prepare materials and facilitate meetings in cooperation with Staff who will coordinate with and seek the Transportation Commission's concurrence on the Implementation Program action agenda and approval of the final report.
- Partner Agencies: Vision Zero is an international movement intended to inspire communities to coordinate and prioritize road safety efforts. It is from a desire to connect local safety priorities with interests in the wider community that the CITY aims to ensure Implementation Program collaboration with the Michigan DOT's Target Zero Plan and SEMCOG's Regional Safety Plan. The statewide and regional plans provide a framework within which the CITY can measure its own goals and action plan as it relates to others similar initiatives that have the potential to impact the City.
- City Council: The Ann Arbor Council will be presented with updates and the final Implementation Program report; which, will inform future Capital Improvement Plans and city budget considerations related to potential city-led transportation Vision Zero safety initiatives. The CONSULTANT will participate in at least one (1) presentation to the City Council to gauge receptivity to the goals and strategies prior to Implementation Program report production.

The development of the Action Plan and Implementation Program builds on the A2 Moving Together Tier One and Tier Two focus areas and locations with outreach efforts including online mapping tools that facilitate public feedback on additional areas where road safety concerns are perceived to exist. Outreach activities shall include, but are not limited to brochures, web-based information materials, information for updating the project web-page at 3-month interval, meeting notices and other appropriate

information related to specific programs or installations.

The Consultant shall include a community engagement program related to the Major Streets Traffic Calming (MSTC) program defined in Task 5 below. This engagement effort shall be appropriate for a thorough community engagement process aligned with the Community Engagement Toolkit and International Association for Public Participation (IAP2) process related to both the development of the MSTC as well as facilitating engagement related to the development of the initial set of proposed corridor action plans.

Task 2 Deliverable:

The CONSULTANT shall contribute to community engagement in cooperation with the CITY project manager for the work defined in the proposed Scope of Work

a) **Communications and Outreach**

Develop Communications materials and outreach activities in cooperation with the City Staff. Outreach materials activities shall include, but are not limited to brochures, web-based information materials, information for updating the project web-page at 3-month interval, meeting notices and other appropriate information related to specific programs or installations

b) **Prepare and maintain the community engagement activities responsive to the community Engagement Toolkit, IAP2 process and aligned with the progress schedule and entire project**

c) **Attend and participate in up to four Transportation Commission Meetings reporting on project progress**

d) **The Consultant shall provide appropriate presentation materials enable the VZIC to fully engage in developing the Implementation Program and project prioritization. and participate in up to six (6) Vision Zero Implementation Committee meetings throughout the project**

e) **In consultation with Staff, the CONSULTANT shall propose a calendar of topics to guide the efforts of the VZIC**

f) **Community engagement activities aligned with development of an MSTC and execution of the engagement activities corresponding with the initial set of corridor action plan**

3. Data and Analysis

Roadway fatalities and serious injuries can happen anywhere but understanding when, where, and why collisions are most likely to occur can help the City target road safety improvement strategies. The A2 Moving Forward defines Tier One (1) and Tier Two (2) corridors and intersections as focus areas well as introduces recommendation for an All Ages and Abilities Bicycle Network, Quick Build Solutions, and filling priority sidewalk gaps to enhance safety and traveler options in a sustainable framework.. To reduce overall collision frequency and encourage use of active transportation on Ann Arbor streets, the Transportation Department collects data on collisions such as their location and how they occurred as well as use statistics for active transportation modalities. To store and analyze this data, Ann Arbor's

engineers and planners leverage a reporting system to determine where collisions are most common and how roads can be improved to reduce collision frequency. We also maintain a GIS base of active transportation facilities, utilization, crashes and targeted improvements.

Vision Zero cities engage in candid conversations within their communities regarding the challenges of enforcing distracted driving rules and utilization of traffic cameras to detect and ticket people who are speeding and/or texting and driving. Of course, these technological innovations raise concerns for privacy advocates and are not currently authorized in Michigan. Successful Vision Zero communities have made explicit that they do not accept a trade-off between road safety and other priorities (e.g., City of Boston's "safety over speed" program). The CITY and CONSULTANT will determine how best to engage the Ann Arbor community in candid conversations on these and other road safety topics.

The CITY will provide the CONSULTANT with the data and information to leverage its 2016-2020 collision database and geographic information systems to produce additional charts and maps reflecting key takeaways about roadway characteristics and behavioral and environmental factors that may have contributed to people being Killed or Seriously Injured (KSI). This effort will focus on the Tier 1 and Tier 2 Corridors and Locations presented in A2 Moving Together. The CONSULTANT will review the content of the A2 Moving Together, this up-to-date data and may request additional data, charts, and maps from the CITY, as needed, to inform its identification of key designs, locations and emphasis areas warranting enhanced and/or new safety strategies to incorporate into the Implementation Program. Additionally, the CONSULTANT shall provide ways to move beyond the current reactive-based approach and towards a proactive, systems-based approach to safety and expanding traveler choices through expansion of the All Ages and Abilities Bicycle Network, Quick Build Strategies and completing priority sidewalk gaps.

Of interest is a determination of how to institutionalize a "safe systems" based approach to road safety as articulated in the A2 Moving Together Plan, National Safety Council's, Road to Zero: A Vision for Achieving Zero Roadway Deaths by 2050, and the International Transport Forum's Zero Road Deaths and Serious Injuries: Leading a Paradigm Shift to a Safe System. Specifically, the CITY is interested in understanding how to approach road safety from multiple angles: street designs that emphasize safety, predictability, and the potential for human error, coupled with targeted education and data-driven enforcement efforts. Completion of Task 3 is anticipated in January 2022

Task 3 Deliverable:

The CONSULTANT shall produce:

- a) A technical memo recommending implementation actions and recommended updated Vision Zero best practices including "safe systems" approaches that other communities have used in their transportation safety action strategies and that are transferable to Ann Arbor

- b) Specific corridor and location mobility and safety analysis resulting in conceptual design plans to implement in the current Fiscal year, prior to July 1, 2022
- c) Specific design illustrations or drawings of sufficient detail to implement safety improvements for roadways, All Ages and Abilities Bicycle Network elements, Quick Build Solutions, and filling priority sidewalk gaps

4. Recommended Implementation Program

Based on the analysis and findings from the previous tasks, in combination with the recommendations of the A2 Moving Together Plan, particularly the Focus Corridors and Loculations, development of an All Ages and Abilities Bicycle Network, Quick Build Solutions, and filling priority sidewalk gaps, the CONSULTANT will prepare recommendations including conceptual designs for the Implementation Program of improvements. The CONSULTANT shall have engaged the VZIC, Transportation Commission, Community Stakeholders, and the City's Transportation Team in assessing how best to prioritize transportation safety efforts in ways that achieve measurable results towards zero serious injuries and fatalities on CITY roadways.

CONSULTANT recommendations in Task 4 shall include specific projects developed for installation including analysis of project cost effectiveness. Recommendations should contain enough detail to support implementation categorized by time frame (e.g.: 6-month, 2 year, and 5-year actions), the improvement's cost based upon conceptual design, and the lead Department responsible for implementation (e.g., Transportation, Police, and Community Development). The CONSULTANT shall rely on the City's' Vision Zero implementation matrix, Attachment A, to assure this effort is comprehensive and follows the recently adopted A2 Moving Together Plan and policy, allowing for updates to existing policies, programs, and practices as well as the proposed improvements resulting from this Implementation Program.

The Implementation Program will identify possible barriers to implementation (including but not limited to funding, legislation, and staffing) and include cost estimates, potential funding sources (local, state, and federal) and the role of implementing agencies. Finally, the Implementation Program goals and strategies shall include corresponding target performance measures and benchmarks to monitor progress.

TASK 4 Deliverable:

The CONSULTANT shall produce a technical memo deliverable recommending:

- a) Specific projects, including scope, concept design drawings as appropriate, and budget, to be completed and actions that are categorized by time frame (e.g.: 6-month, 2 year, and 5-year actions);
- b) Proposed revisions to the implementation matrix addressing policies, programs, and practices as well as the newly proposed strategies through the Implementation Program

5. Major Streets Traffic Calming

Development and Implementation Program Major Streets Traffic Calming (MSTC)

The A2 Moving Together Plan describes major street traffic calming as a method of enhancing safety by slowing traffic through physical treatments to major streets. Major street traffic calming tools in the A2 Moving Together Plan include:

- Lane optimization
- Lane width reduction
- Raised intersections, designed to ensure compatibility with emergency vehicles
- Adding street trees and streetscaping elements
- Converting turn lanes into pedestrian safety islands or curb extensions
- Simplified intersections
- Left-turn traffic calming including hardened centerlines and slow-turn wedges
- Signal timing
- Roundabouts
- Minimal curb radii
- Speed limit reduction
- Micro-roundabouts
- Chicanes

The city has a local streets [Traffic Calming Program](https://www.a2gov.org/departments/engineering/traffic/traffic-calming/Pages/default.aspx) (<https://www.a2gov.org/departments/engineering/traffic/traffic-calming/Pages/default.aspx>) and [Traffic Calming Guidebook](https://www.a2gov.org/departments/engineering/traffic/traffic-calming/Documents/City%20of%20Ann%20Arbor%20Traffic%20Calming%20Guidebook_November%202019.pdf) (https://www.a2gov.org/departments/engineering/traffic/traffic-calming/Documents/City%20of%20Ann%20Arbor%20Traffic%20Calming%20Guidebook_November%202019.pdf) that provide a process and design information about various traffic calming tools that are currently only approved for use on Ann Arbor's local streets.

Development of a major streets targeted speed, safety and traffic calming program is a key strategy in the A2 Moving Together Plan. The MSTC program represents an essential city systemwide opportunity. Called out for action by council resolution, this Implementation Program Task shall propose amendments to the current Traffic Calming Program for the major streets' safety and speed management program with elements appropriate to the Ann Arbor setting. The major streets safety management program shall define steps necessary guide implementation along the focus corridors. This task shall have a Community Engagement effort commensurate with this effort. The CONSULTANT shall align and integrate the recommended MSTC with the existing Ann Arbor Traffic Calming program to the extent practical. It is recognized that neighborhood input in the vicinity of the major street corridors is essential. However, select procedural requirements contained in the current Ann Arbor Traffic Calming program may not be appropriate as a decision tool for the MSTC program.

Undertaking this effort, the CONSULTANT shall propose a major street traffic calming toolkit that identifies appropriate traffic calming treatments on major streets, an appropriate engagement process for major street project areas, process for identifying

issues and appropriate treatments, and approval thresholds for implementation.

The CONSULTANT shall review the A2 Moving together Plan and determine if MSTC approaches are appropriate strategies for Tier 1 and Tier 2 Focus Corridors in A2 Moving Together. Where such alignment exists, the CONSULTANT shall coordinate with City Project Manager and VZIC to develop MSTC action implementation plans for the corridors.

TASK 5 Deliverable:

The CONSULTANT shall produce a technical memo deliverable recommending:

- a) A Major Streets Traffic Calming program and toolkit for alignment and integration with the Ann Arbor Traffic Calming Program.
- b) Recommendations for an appropriate community engagement strategy for a major street/arterial traffic calming program, including but not limited to:
 1. Appropriate level of engagement on the IAP2 spectrum
 2. Community-member role in the decision-making process
 3. Engagement goals and objectives
 4. Engagement format and techniques
- c) Community Engagement activities as described above and in Task 2, associated with the development and review of the MSTC program
- d) A recommended set of initial MSTC strategies, plans and actions to address safety for all road users on major streets along the Focus Corridors and Locations identified in the A2 Moving Together Plan or efforts outlined above within this scope.

6 – Action Plan and Implementation Program Annual Report

The Consultant in collaboration with Communications will prepare an Implementation Program Annual Report. The document will report on Vision Zero implementation actions completed during FY22 as well as reflect key takeaways from the technical memos produced in the previous tasks.

The Annual Report shall contain metrics and material detailing monitoring of effectiveness of project and program deployments. The CONSULTANT shall identify baseline data which needs to be collected and the intervals of data collection to determine the effectiveness of deployments. We currently track crash data, but the task is to identify and recommend additional data points (qualitative and quantitative) to tell a more holistic report of what's working and its effectiveness

TASK 6 Deliverable:

The CONSULTANT will be document efforts towards Vision Zero accomplished during FY22. including report of progress and recommend proposed adjustments to the A2 Moving Together Plan Adopted in 2021. Completion of Task 5 is anticipated in June 2022.

- a) Report - 2022 implementation Actions

- b) Recommended 2023-26 Program Focus Areas
- c) Recommendations for the Implementation Matrix
- d) Recommended data collection and reporting analysis, tools and techniques
- e) Other Recommendations

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 35 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 35 points

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data and materials will be delivered to the City, communication and coordination, the working relationship between the offeror and City staff, and the company's general philosophy or creative alternative methods in regard to providing the requested services.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. All project elements suggested by the respondent that are thought to be necessary for the completion of the project are to be included in the work plan and identified as respondent-suggested elements. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer. Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

Offerors shall be evaluated on the clarity, thoroughness, creativity and content of their responses to the above items.

D. Fee Proposal - 10 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the

Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Ann Arbor Vision Zero Implementation Matrix

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Action	Goal	Section	Page	Metric	Lead/Data Source	Targets	Jumping-Off Point	Progress
Overarching Intentions								
No one dies or is seriously injured in crashes on Ann Arbor's streets.	n/a	n/a	n/a	traffic-related fatalities and serious injuries	Lead: Engineering - Transportation Data: SEMCOG / WATS	Traffic-related serious fatalities and serious injuries are eliminated by 2025.	30 people seriously injured or killed in traffic crashes - annual average from 2009 to 2018 (Moving Together Towards Vision Zero)	
Our transportation system contributes zero emissions towards climate change.	n/a	n/a	n/a	transportation-related carbon emissions	Engineering - Transportation / Office of Sustainability & Innovations	Transition to a carbon neutral transportation system by 2030.	Transportation makes up 18% of Ann Arbor's carbon emissions (Mobility in Ann Arbor: Today Factbook)	
Short-Term Strategies (0-3 Years)								
Focus transportation investments on corridors and intersections with the most serious crashes.	Safety	Mobility Strategies: 1. High Crash Locations	28	Tier 1 corridor safety improvement plans / implementation strategy for Tier 1 improvements / plans for Tier 2 improvements / implementation strategy for Tier 2 improvements / number of improvements on safety focus corridors	Engineering - Transportation	Develop plans for safety improvements on all Tier 1 corridors and intersections within 2 years.	Focus corridor and focus intersection plans (Appendix A: Concept Plans)	
						Identify implementation and funding strategy for all Tier 1 corridors and intersections within 3 years.	Focus corridor and focus intersection plans (Appendix A: Concept Plans)	
						Develop plans for safety improvements on all Tier 2 corridors and intersections within 3 years.	Focus corridor and focus intersection plans (Appendix A: Concept Plans)	
						Identify implementation strategies for all Tier 2 corridors and intersections within 5 years.	Focus corridor and focus intersection plans (Appendix A: Concept Plans)	
						Make improvements on 3 safety focus corridors and/or intersections each year.	Focus corridor and focus intersection plans (Appendix A: Concept Plans)	
Address dangerous driving behaviors using design solutions, policy changes, and education efforts.	Safety	Mobility Strategies: 2. Address Dangerous Behavior	32	policies adopted / number of curb extensions / number of left-turn traffic calming measures / major street traffic calming programs	Engineering - Transportation	Adopt the following policies: set 25mph default speed limit downtown and on local residential streets within 1 year; adopt a major street traffic calming program within 2 years; adopt a policy to install curb extensions by default on streets with on-street parking within 1 year; adopt policy to use smallest feasible curb radii within the next 3 years.	n/a	
						Install 10 curb extensions per year (starting FY2022).	0	
						Install 5 left-turn traffic calming measures per year (starting FY2022).	n/a	
						Initiate major street traffic calming program.	Prepare RFP for program	
Establish a quick-build improvement program.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	Mobility Strategies: 3. Quick Build	49	number of quick-build safety projects	Engineering - Transportation	At least three quick-build safety projects per year, prioritizing focus corridors and intersections (starting FY2022).	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Address all critical gaps in the sidewalk system	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	Mobility Strategies: 4. Sidewalks	53	Completed near-term/major street sidewalk gaps	Engineering	Complete all remaining near-term sidewalk gaps within 3 years.	10 Miles of sidewalk gaps to fill (Appendix D: Analysis Methodologies; Mobility in Ann Arbor: Today Factbook)	
						Complete all sidewalk gaps on major streets within 7 years.	Major Street Sidewalk Gaps (Appendix B: Project Lists)	
Enhance safety and visibility at mid-block crossings.	Safety / Mobility / Accessibility for All	Mobility Strategies: 5. Crosswalk Safety	56	uncontrolled crosswalk assessment / uncontrolled crosswalk enhancements / uncontrolled crosswalk installations / regular maintenance plan	Engineering - Transportation	Assess all existing uncontrolled crosswalks and identify necessary enhancements within 3 years (starting FY2022).	26 priority locations for new uncontrolled crosswalks (Appendix B: Project Lists); Pedestrian Crossing Survey map of responses (Appendix D: Analysis Methodologies)	
						Enhance 25 uncontrolled crosswalks per year (starting FY2022).	Pedestrian Crossing Survey map of responses (Appendix D: Analysis Methodologies)	
						Install 10 new uncontrolled crosswalks per year (starting FY2022).	0	
						Establish a regular maintenance plan for crosswalks by 2022.	n/a	
Build out a safe, comfortable network of bike routes for people of all ages and abilities.	Safety / Mobility / Healthy People & Sustainable Places	Mobility Strategies: 6. Bike Routes	59	newly added miles of low-stress routes / full ages and abilities bike network / completed wayfinding system	Engineering	Install or upgrade 5 miles of new, all ages and abilities routes each year (starting FY2022).	0	
						Complete the all ages and abilities bike network by 2035	Existing All Ages and Abilities Network is 116 miles	
						Implement a complete wayfinding system by 2025.	n/a	
Make intersections safer and easier to navigate for people biking.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	Mobility Strategies: 7. Intersections for Biking	69	safety data review / number of intersections upgraded	Engineering - Transportation	Review safety data every 2 years to identify key intersections to be upgraded.	Focus Intersection List (Appendix B: Project Lists); Focus intersections established based on crash data (Appendix D: Analysis Methodologies); 80% of crashes where a cyclist was seriously injured or killed occurred at intersections (Mobility in Ann Arbor: Today Factbook)	
						Upgrade at least 4 intersections per year.	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Update and complete the American with Disabilities Act (ADA) transition plan.	Safety / Accessibility for All	Mobility Strategies: 8. Accessibility	81	self evaluation and ADA Transition Plan Update	Engineering / Planning and Development	Complete self-evaluation and update ADA Transition Plan by 2023.	n/a	
Partner with mobility service providers to expand shared mobility options in Ann Arbor.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places / Regional Connectivity	Mobility Strategies: 9. Shared Mobility Options	83	Bike share re-launch / electric scooter evaluation and recommendations / bike share expansion / car share expansion	Engineering - Transportation / AAATA	Re-launch bike share by 2022.	0 bike share bikes (Moving Together Towards Vision Zero)	
						Evaluate shared electric scooter pilot and make recommendation on future expansion by 2022.	300 e-scooters (Moving Together Towards Vision Zero)	
						Expand bike share citywide by 2024.	n/a	
						Expand car share so that every Ann Arbor resident lives within a 10-minute walk of a car share by 2026.	30 car share vehicles (Moving Together Towards Vision Zero)	
Prioritize transit reliability and speed along signature transit corridors and in key locations.	Mobility / Healthy People & Sustainable Places / Regional Connectivity	Mobility Strategies: 11. Transit Reliability	91	transit priority treatments on Washtenaw and Plymouth/Fuller / downtown bus-only lane	AAATA	Implement transit-priority treatments on Washtenaw Ave. and Plymouth Road/Fuller Road by 2025.	Washtenaw and Plymouth mock ups (Appendix A: Concept Plans)	
						Pilot a bus-only lane downtown by 2023.	AAATA is currently undertaking a long-range plan that will address this target.	
Provide reduced fares for transit and shared mobility services for qualified users.	Mobility / Accessibility for All	Mobility Strategies: 14. Fares	97	fares for transit and shared mobility services	AAATA	Revise enforcement/payment structure by 2023.	AAATA is currently undertaking a long-range plan that will address this target.	
						Match bikeshare discounts to scooter and/or transit discounts.	AAATA is currently undertaking a long-range plan that will address this target.	
Price trips according to their impact on the city.	Mobility / Healthy People & Sustainable Places	Mobility Strategies: 15. Pricing Vehicle Trips	99	parking rates downtown / parking rates at all on-street and City-owned facilities / user pricing study	DDA / Engineering - Transportation	Pilot demand-based tiered parking rates in a select area of downtown by 2022.	Demand-based pricing discussion (Appendix C: Public Engagement Summary)	
						Expand demand-based, tiered parking rates to all on-street parking and City-owned facilities by 2023.	n/a	
						Complete a road user pricing study by 2024.	n/a	
Develop a citywide transportation demand management (TDM) strategy, building off and expanding the getDowntown program.	Mobility / Healthy People & Sustainable Places / Regional Connectivity	Mobility Strategies: 16. Managing Demand	103	number of employer sponsored transit passes	AAATA / Planning	Double the number of employer sponsored transit passes distributed by 2030.	Work with the getDowntown Program (DDA and UofM would be a resource for current activity levels)	
Implement new policies to better align parking supply and demand.	Healthy People & Sustainable Places	Mobility Strategies: 17. Parking	105	removal of parking minimums / establishment of parking maximums	Planning / DDA / AAATA	Update Unified Development Code to remove parking minimums citywide by 2022.	Focus Group Discussion --> encourage density through the elimination of parking minimums (Appendix C: Public Engagement Summary)	
						Establish parking maximums along signature transit corridors and in areas well-served by transit by 2022.	n/a	
Create shared streets in strategic areas downtown.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	Mobility Strategies: 19. Shared Streets	111	identify shared street locations / number of shared street projects	DDA	Identify top priority for shared street in downtown by 2022.	n/a	
						Implement one shared street project downtown by 2025.	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

	Sustainable Places			implemented			
						Create shared streets in two additional locations by 2030.	n/a
Proactively engage with underrepresented voices around transportation issues and improvements.	Accessibility for All	Mobility Strategies: 20. Engagement	115	evaluation of engagement / expansion of A2 Fix It / increased diversity / use of Community Engagement Toolkit	Systems Planning	Reevaluate engagement practices within 1 year.	n/a
						Expand multimodal options in A2 Fix It and streamline online request process by 2023.	n/a
						Increase the diversity of engagement participants.	n/a
						Consistently use the city of Ann Arbor Community Engagement Toolkit to determine the appropriate engagement strategy for projects, policies, and programs.	Systems Planning Community Engagement Toolkit
Monitor advances in connected and automated vehicle (CAV) technology and evaluate impacts on safety and street design.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places / Regional Connectivity	Mobility Strategies: 22. Vehicle Technology	119	working group / local control advocacy / annual update published	Engineering - Transportation	Establish CAV working group within 1 year.	n/a
						Connect with other Michigan cities and develop joint strategies to advocate for local control of certain aspects of CAV regulation by 2024.	n/a
						Publish an annual update on CAVs covering potential impacts, timeframes, and city needs/actions.	n/a
Prioritize street maintenance and facility improvements in vulnerable communities.	Accessibility for All	How will we make it happen: Project Evaluation	127 / 174	measures of equity and vulnerability incorporated into selection criteria	Systems Planning / Public Works	Incorporate measures of equity and vulnerability, such as % of low-income households, % of minority residents, or % of zero-car households, into the selection criteria for capital projects.	description of equity measures -> equity score calculation methodology (Appendix D: Analysis Methodologies)
						Update criteria for capital project prioritization to include equity measures by 2022.	n/a
Accelerate the adoption of electric vehicles (EV) by expanding charging infrastructure and converting public and private fleets and buses.	Healthy People & Sustainable Places	Mobility Strategies: 22. Vehicle Technology	119 / 127	number of EV charging stations installed / community EV programs	Engineering / Office of Sustainability / Public Works / AAATA	Install a minimum of 100 new electric vehicle (EV) charging stations in public parking lots by 2021.	n/a
						Launch a community EV bulk buy program.	n/a
						Launch a campaign to support private fleets with transitioning to EVs.	n/a
Provide Engineering staff a NACTO training program on pedestrian safety, Vision Zero, and bikeway design	Safety / Mobility / Accessibility for All	Mobility Strategies: 2. Addressing Dangerous Behaviors, 6. Bike Routes, 7. Intersections for Biking.	31 / 59 / 69 / 127	NACTO training	Engineering - Transportation	NACTO training on pedestrian safety, Vision Zero, and bikeway design.	n/a
Establish a protocol for responding to fatal and serious injury crashes and evaluating locations for safety enhancements. Use quick-build safety program to make improvements or develop long-term enhancements when necessary.	Safety	n/a	127	protocol establishment	Engineering - Transportation / Police and Fire Department	Establish a fatal and serious injury crash response protocol within one year.	n/a
						100% of fatal and serious injury crashes follow protocol.	n/a
Designate a Vision Zero Citizen Advisory Board, as a committee of the Transportation Commission, to be responsible for overseeing implementation of the Vision Zero program and monitoring progress. Community members should be identified to participate in this	Safety	n/a	127	committee established / Commission responsibility updates	Engineering - Transportation / Systems Planning	Update Transportation Commission ordinance to include overseeing and monitoring Vision Zero within one year.	n/a

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Board.						Transportation Commission includes assessment of Vision zero program in its annual report.	n/a	
Develop public/private partnerships to broaden crash and safety-related data available to the city. Particular areas where more data would be beneficial include speeding, distracted driving, and detailed injury information.	Safety	Introduction	11 / 129	partnership establishment	Engineering / Systems Planning / WATS / SEMCOG	Build public/private partnerships to expand data sources on speeding, distracted driving, and detailed injury information.	n/a	
Expand the A2, Be Safe! Program, including communications and educational materials explaining safety-related infrastructure projects and targeting specific dangerous behaviors.	Safety	Mobility Strategies: 2. Address Dangerous Behaviors	31 / 129	Multi-channel dangerous behavior campaigns,	Communications Office	Provide and widely share educational materials for all major safety projects.	n/a	
						Conduct one multi-channel campaign targeting a specific dangerous driving behavior each year (starting FY2022).	Educational campaign discussion (Appendix C: Public Engagement Summary)	
Work with the University of Michigan to develop and deliver transportation safety messages and educational materials to employees, students, parents, and visitors. Timing should coincide with events and times of the year that see large influxes of out-of-town visitors (e.g. football games, move-in periods, graduation).	Safety	Mobility Strategies: 2. Address Dangerous Behaviors	31 / 129	safety message strategy	Engineering - Transportation / Communications Office / UofM	Messages should emphasize local regulations and dangerous driving behaviors.	Discussion of school collaboration (Appendix C: Public Engagement Summary)	
Develop and deploy an annual survey to gather feedback on user experience and satisfaction with the transportation system. Survey results can be used to track user attitudes and behaviors from year-to-year and measure the collective impact of new transportation projects.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places / Regional Connectivity	n/a	129	survey completed and analyzed	Engineering - Transportation / Communications Office / Systems Planning Public Engagement	Deploy survey and publish results each year. Include key questions that are not answered by existing data sources (e.g. mode of transportation for non-work trips).	Past surveys and results (Appendix C: Public Engagement Summary); Survey analysis (Appendix D: Analysis Methodologies)	
Install bike markings and infrastructure where they are planned during other street construction projects (e.g. street resurfacing or reconstruction, utility projects). Coordinating improvements for people biking with other construction will reduce costs, limit the disruption of public experiences due to street work, and preserve city assets.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places / Regional Connectivity	How will we make it happen: Estimated Capital Investment	129 / 170	align bike infrastructure improvements with street improvements / miles of bikeway striping each year	Engineering - Transportation	Develop a formal process to coordinate bicycle improvements with planned construction work within one year.	n/a	
						Include at least 3 miles of bikeway striping in planned projects each year (starting FY2022).	n/a	
Continue the annual inventory of bicycle markings and infrastructure condition and prioritize bicycle routes for routine pavement maintenance and begin tracing bicycle detection technology deployment.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Place	Mobility Strategies: 6. Bike Routes, 7. Intersections for Biking	59 / 131	bike routes prioritized for pavement improvements	Engineering - Transportation	Develop prioritization process for route pavement maintenance including bicycle infrastructure condition within 3 years.	n/a	
						Achieve 80% of bicycle infrastructure (including pavement condition and markings) in good condition within 3 years.	n/a	
Establish a convenient, low-cost cargo bike rental program for residents and students and a program to provide free bikes to job-seekers and low-income residents	Mobility / Accessibility for All / Healthy People & Sustainable Places	How will we make it happen: Estimated Capital Investment	131 / 170	bike program for job-seekers and low-income people / Cargo bike rental program	Office of Sustainability & Innovations	Establish a program for job-seekers and low-income residents within 1 year.	n/a	
						Establish a cargo bike rental program within 3 years.	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Create a bike and e-bike bulk buy program to make discounted bikes available to all residents. The city will work with local bike shops to organize group purchases of bikes and e-bikes at a discounted rate and pass on these savings to residents.	Mobility / Accessibility for All / Healthy People & Sustainable Places	How will we make it happen: Estimated Capital Investment	131 / 170	bike and e-bike bulk buy program	Office of Sustainability & Innovations	Launch first bike and e-bike bulk buy program within 1 year.	n/a	
Maintain temporary, ADA-compliant, access for pedestrians and bicyclists during all construction projects. Monitor ongoing construction work for compliance with ordinance and issue penalties as necessary. Track number of complaints from residents about bicycle and pedestrian access during construction.	Safety / Accessibility for All	n/a	131	pedestrian and bike access during construction projects	Engineering - Transportation / Engineering	Maintain ADA-compliant access for pedestrians and bicyclists during construction projects.	n/a	
Establish a policy to consolidate or eliminate existing curb cuts and minimize new curb cuts during construction and development projects to increase pedestrian safety and reduce congestion.	Safety / Accessibility for All	n/a	131	Curb cut policy	Engineering - Transportation	Establish a curb cut policy within 3 years.	Curb cut discussion (Appendix C: Public Engagement Summary)	
Design a school commuting survey and launch survey in all public and private schools. Deploy survey every other year to track trends regarding which modes of transportation children use to get to school.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	133	school commuting survey	AAPS / Engineering - Transportation / Communications Office	Develop and launch school commuting survey within 3 years.	n/a	
Develop school commuting programs and designated walking/biking routes for individual schools.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	133	school commuter routes	Engineering - Transportation / AAPS	Establish individualized commuting programs and walking/biking routes within 10 AAPS schools within 3 years.	n/a	
Evaluate and improve sidewalks, crossings, bike infrastructure, and traffic calming along designated school walking/biking routes.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	133	sidewalk, crossing, bike infrastructure, and traffic calming along school routes.	Engineering - Transportation	Evaluate conditions at all schools within 3 years.	Higher pedestrian demand near schools (Mobility in Ann Arbor: Today Factbook); Safe Routes to School discussion (Appendix C: Public Engagement Summary)	
						Make improvements at 3 schools each year (starting FY2022).	n/a	
Develop a standard school traffic calming toolkit and work with AAPS to implement.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	133	school traffic calming toolkit / school improvements	Engineering - Transportation / AAPS	Develop school traffic calming toolkit within 3 years.	Traffic Calming Guidebook (https://www.a2gov.org/departments/engineering/traffic/traffic-calming/Pages/default.aspx)	
						Make improvements at 3 schools each year (starting FY2022).	n/a	
Develop programs to support strategies that contribute to a walkable, pedestrian-friendly environment, such as ground-floor retail. Focus the program on small and local businesses.	Healthy People & Sustainable Places	Mobility Strategies: 19. Shared Streets	111 / 133	walkability improvement program	Planning / DDA	Coordinate with the DDA to develop a program by 2023.	n/a	
Add vegetation to streetscapes to support the comfort, pleasure, safety, and health of people using the streets. Incorporate vegetation as a form of separating bikeways and sidewalks from traffic, around transit stops, and in high volume pedestrian areas.	Healthy People & Sustainable Places	n/a	135	vegetation additions	Engineering - Transportation / Systems Planning	Add vegetation to streetscapes, including rain gardens.	Trees on streets improve walking and biking environment (Mobility in Ann Arbor: Today Factbook)	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Develop neighborhood resilience hubs as community-serving facilities augmented to support residents and coordinate resource distribution and services before, during, or after a natural hazard event. For transportation, resilience hubs can be spaces to engage with residents and co-locate transportation options (e.g., bike share, car share, electric scooter share, vehicle charging).	Accessibility for All / Healthy People & Sustainable Places	n/a	135	resilience hubs	Office of Sustainability & Innovations	Launch first resilience hub within 3 years.	n/a	
Expand short-term and long-term bicycle parking throughout the city. Build more bike racks and storage facilities at high-demand locations and within parking garages. Add bike parking to transit centers and busy bus stops. Install bike corrals as part of curb management policy/programs.	Accessibility for All / Mobility / Healthy People & Sustainable Places	Mobility Strategies: 19. Shared Streets	112 / 135	Bicycle parking expansions	Engineering - Transportation / Planning / AAATA	Build more bike racks and storage facilities at high-demand locations and within parking garages.	Over 900 bike parking spaces (https://www.getdowntown.org/commuter-resources/bike-parking)	
						Add bike parking to transit centers and busy bus stops.	n/a	
						Install bike corrals as part of curb management policy/programs.	n/a	
Focus on bicycle infrastructure investments that support regional connectivity. The City should participate in regional planning, advocate for and prioritize investments that maximize the connectivity to regional connections such as the Border-to-Border Trail, and also work to establish new regional corridors such as a potential better connection to Saline and other areas in Southern Washtenaw County.	Regional Connectivity / Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	135	Bicycle infrastructure connectivity	Engineering - Transportation / WATS	Participate in regional planning.	"All modes lead to Ann Arbor" (Appendix C: Public Engagement Summary)	
						Advocate for/prioritize investments that maximize connectivity.	Allen Creek Berm Tunnel (https://www.a2gov.org/departments/engineering/Pages/Allen-Creek-Railroad-Berm-Project.aspx)	
						Establish new regional corridors within the county.	n/a	
Expand the City's bicycle and pedestrian counting program. Collect bicycle and pedestrian counts at more locations and more frequently throughout the year. Coordinate with WATS' and SEMCOG's bicycle and pedestrian count programs for consistent data across time periods and geographies.	Mobility / Healthy People & Sustainable Places	n/a	135	bike and pedestrian count program expansion	Engineering - Transportation / WATS / SEMCOG	Increase locations with documented bicycle and pedestrian counts each year (starting FY2022).	4 intersections counted in 2019	
						Install a stationary counter along one priority corridor within 5 years.	n/a	
Increase amenities at transit stops, beginning with high ridership routes. Upgrade transit stop amenities at transit centers and on signature routes to include shelters, seating, real-time arrival displays, covered bike parking, and lighting.	Mobility / Accessibility for All / Healthy People & Sustainable Places	Mobility Strategies: 12. Transit Access	93 / 137	transit stop amenity upgrades	AAATA	Upgrade the following amenities at transit stops and centers: shelters, seating, real-time arrival displays, covered bike parking, and lighting. (Re-evaluate after AAATA long-range transit planning process is complete)	12% of bus stops have shelter, 65% of bus stops have lighting (Mobility in Ann Arbor: Today Factbook)	
Establish curbside management policies downtown, including methods for allocating space and determining pricing.	Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	137	curbside management methods created	DDA	Establish curbside management policy within 2 years.	n/a	
Develop a program to allow alternate uses of on-street parking. The City can identify corridors or blocks where street space						Adopt guidelines within 2 years	Pop-up parklets converted from on-street parking spaces (Appendix C: Public Engagement Summary)	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

currently used for parking could be converted to other amenities such as seating, public art, landscaping, or bike parking. Start the program downtown, but also consider other neighborhood or commercial zones.	Healthy People & Sustainable Places	Mobility Strategies: 19. Shared Streets	111 / 137	alternate uses of on-street parking	DDA / Planning / Engineering - Transportation	Number of parklets installed per year (starting FY2022)	n/a	
						Number of bike parking corrals installed per year (starting FY2022)	Over 900 bike parking spaces (https://www.getdowntown.org/commuter-resources/bike-parking)	
Coordinate with agency partners who own, operate, and manage infrastructure within the city to plan, build, and operate at the City's standards.	Safety / Accessibility for All	n/a	137	infrastructure management coordination	Engineering / Systems Planning	Coordinate with partners to plan, build, and operate infrastructure.	Discussion of possible infrastructure improvements (Appendix C: Public Engagement Summary)	
Work with other departments to deploy a connected network of sensors to increase available data related to heat, air quality, and traffic noise. Obtain the hardware, software, and staff needed for data collection and processing, and work with the community to install sensors throughout the city. Make the data publically available and use it to track indicators like air quality over time.	Healthy People & Sustainable Places	n/a	137	number of sensors installed	IT / Engineering / Office of Sustainability	Deploy 50 sensors within 3 years.	n/a	
Create shared street spaces in strategic areas in the downtown.	Healthy People & Sustainable Places / Mobility / Accessibility for All / Safety	Mobility Strategies: 19. Shared Streets	111 / 139	Shared streets created	DDA	Create shared streets downtown.	n/a	
Publish a public annual update on the Vision Zero program, including actions completed in the previous year, latest crash statistics and safety trends, and key performance metrics.	Safety	n/a	139	annual updates	Engineering - Transportation	Publish an update each year (starting FY2022).	n/a	
Formally review crash data each year to verify focus corridors and intersections, dangerous behaviors, and identify emerging trends.	Safety	n/a	139	annual review and evaluation	Engineering - Transportation	Include results of formal crash review in annual update on Vision Zero program.	Focus corridor and intersection lists (Appendix B: Project Lists)	
Adopt transit-supportive zoning and site design principles that encourage active transportation and transit, particularly along signature transit corridors. Good site design principles could include redistricting auto-oriented land uses such as drive-throughs, setting parking maximums, or incorporating bike share stations.	Accessibility for All / Healthy People & Sustainable Places	n/a	139	transit-supportive zoning updates	Planning	Adopt transit supportive zoning by 2022.	n/a	
Evaluate the impact of increased freight traffic and local deliveries on the safety, health, and livability of Ann Arbor residents, visitors, and businesses and explore options to lessen the impact of truck traffic to the local community while maintaining the economic support to businesses and convenience to individuals.	Accessibility for All / Healthy People & Sustainable Places / Safety	n/a	139	evaluate impact of freight traffic	Systems Planning / Engineering - Transportation	Study freight impacts by 2022.	n/a	
Medium-Term Strategies (4-10 Years)								

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Continue increasing transit service to improve frequency and consistency.	Mobility / Accessibility for All / Regional Connectivity	Mobility Strategies: 10. Improve Transit Service	87	effective frequency of transit on Huron Street and on secondary corridors	AAATA / UofM	Achieve 15-minute effective frequency throughout the day on Huron Street by 2023. (Re-evaluate after AAATA long-range transit planning process is complete)	Current bus frequency map (Mobility in Ann Arbor: Today Factbook); 26% of the population within 1/4 mile of high-frequency transit (Moving Together Towards Vision Zero)	
						Achieve 30-minute effective frequency throughout the day on secondary corridors by 2030. (Re-evaluate after AAATA long-range transit planning process is complete)	Current bus frequency map (Mobility in Ann Arbor: Today Factbook)	
Improve multimodal access to transit stops.	Mobility / Accessibility for All / Regional Connectivity / Healthy People & Sustainable Places	Mobility Strategies: 12. Transit Access	93	number of bus stops meeting ADA standards / amenity upgrades at stops / mobility hubs established	AAATA	100% of bus stops meet ADA standards by 2030. (Re-evaluate after AAATA long-range transit planning process is complete)	89% of transit stops meet ADA standards (Mobility in Ann Arbor: Today Factbook)	
						Upgrade amenities at all stops on one signature service corridor by 2025 and all signature service corridors by 2030. (Re-evaluate after AAATA long-range transit planning process is complete)	12% of bus stops have shelter, 65% of bus stops have lighting (Mobility in Ann Arbor: Today Factbook)	
						Establish 1 mobility hub by 2023. (Re-evaluate after AAATA long-range transit planning process is complete)	Proposed Nixon Road mobility hub (Appendix A: Concept Plans); Discussion of mobility hubs (Mobility in Ann Arbor: Today Factbook)	
						Create 3 additional mobility hubs by 2030. (Re-evaluate after AAATA long-range transit planning process is complete)	n/a	
Expand commuter-oriented transit services.	Regional Connectivity / Mobility	Mobility Strategies: 13. Commuter Transit	95	share of commuters using transit / park and ride parking spaces	AAATA	Increase share of people commuting into Ann Arbor on transit to 20% by 2030. (Re-evaluate after AAATA long-range transit planning process is complete)	Commuter discussion (Appendix C: Public Engagement Summary); 11% of commute trips in/out of Ann Arbor take place on transit (2019 Transportation Habits Survey in Moving Together Towards Vision Zero)	
						Expand spaces at park and ride lots to more than 10,000 by 2030. (Re-evaluate after AAATA long-range transit planning process is complete)	1,324 freek Park and Ride spaces (Mobility in Ann Arbor: Today Factbook); Park and Ride feedback (Appendix C: Public Engagement Summary)	
						Update the zoning code to encourage mixed uses in residential neighborhoods and more housing in locations with good access to basic daily needs by 2025.	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Ensure that all residents have access to basic daily needs within a 20-minute walk.	Healthy People & Sustainable Places / Mobility / Accessibility for All	Mobility Strategies: 18. 20-Minute Neighborhood	107	zoning code updates / % of residents within a 20-minute neighborhood	Planning	100% of Ann Arbor residents live within a 20-minute walk of basic daily needs by 2030.	20-minute neighborhood discussion (Appendix C: Public Engagement Summary); 20-minute neighborhood description (Appendix D: Analysis Methodologies); The average resident can reach 99% of jobs in the city within a 20-minute drive, while the average resident using transit can only reach 27% of jobs in 20-minutes (Mobility in Ann Arbor: Today Factbook); 80% of the population lives in a 20-minute neighborhood (Moving Together Towards Vision Zero)	
Expand adaptive signal technology and implement connected infrastructure	Mobility / Regional Connectivity	Mobility Strategies: 21. Signal Technology	117	number of adaptive signals and connected infrastructure upgrades installed	Engineering - Transportation / UofM	Install adaptive signals and additional connected infrastructure upgrades on all corridors with >20,000 ADT by 2030.	n/a	
Work with state agencies to refine statewide driver education and testing. Incorporate a greater focus on pedestrian and bicyclist safety and the risks of speeding and other dangerous driving behaviors.	Safety	Mobility Strategies: 2. Address Dangerous Behaviors	31	refine driver's education program	Engineering - Transportation	Incorporate pedestrian and bicyclist safety as well as the risks of dangerous driving behaviors into statewide driver's education programs.	Education discussion (Appendix C: Public Engagement Summary)	
Partner with AAPD to improve and refine crash data collection and sharing. Work to improve the speed at which data is shared and standardize how key fields like speeding and distracted driving are entered into crash reports.	Safety	Mobility Strategies: 2. Address Dangerous Behaviors	31	improvements to crash data collection and sharing	Engineering - Transportation / AAPD	Improve and refine crash data collection and sharing.	n/a	
Develop a traffic safety ambassador program. Traffic safety ambassadors attend and organize local events to provide education and encouragement around all forms of traffic and transportation. Ambassadors may also develop presentations for schools, senior centers, and other important locations. Programs should pair encouragement with resources, for example helmet give-aways along with education about the importance of wearing helmets.	Safety	Mobility Strategies: 2. Address Dangerous Behaviors	31	traffic safety ambassador program	Engineering - Transportation / Systems Planning	Hire or recruit volunteers for first cohort of community safety ambassadors within 5 years.	n/a	
Work with AAPS to establish mobility and sustainability education programs. Develop programs for elementary, middle, and high school students that empower students to walk, bike, and use transit.	Safety / Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	143	number of schools involved in the program	Engineering - Transportation / Communications Office / AAPS	Launch program in 3 schools within 5 years.	n/a	
						Program operations in all schools within 10 years.	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Evaluate additional opportunities (e.g. removing slip lanes, simplifying complex intersections) to reallocate right-of-way for public gathering space. Locations like slip lanes and complex intersections often pose safety challenges and can be redesigned to create more room for public gathering space. These changes can often be made with minimal or no impact on vehicle traffic.	Safety / Healthy People & Sustainable Places	n/a	143	assessment of public gathering space opportunities	Engineering - Transportation / Planning / Parks	Complete assessment within 5 years.	n/a	
Minimize the impact of delivery vehicles on safety and efficiency within the right-of-way. In busy corridors and the downtown, establish temporal restrictions that limit deliveries during peak times, and also clearly sign and re-evaluate dedicated loading zones.	Healthy People & Sustainable Places / Mobility / Accessibility for All	n/a	145	impact of delivery vehicles	Engineering - Transportation / DDA	Establish temporal restrictions on delivery vehicles in the downtown during peak times.	n/a	
Update transportation impact analysis for developments to better incorporate all modes and prioritize reduction of vehicle trips toward 50% VMT reduction. Revise standards for transportation impact analyses to reduce or eliminate the focus on congestion mitigation and the sufficiency of parking, and instead assess prioritization of access for sustainable transportation modes and evaluate potential impacts and mitigation measures related to any increase in overall vehicle miles traveled.	Healthy People & Sustainable Places / Mobility / Accessibility for All	n/a	145	VMT reductions	Engineering - Transportation / Engineering - Development Review / Planning	Update transportation impact analysis standards within 5 years.	2.1 vehicle miles traveled (2018) (Moving Together Towards Vision Zero)	
Expand education to residents and businesses on City's sidewalk snow and ice removal ordinance, related standards, and responsibilities, including curb ramp snow clearance. Launch an awareness campaign on winter maintenance of transportation routes, in similar fashion to the City's A2BeSafe initiative. Provide informational materials on the City's website, on social media, and in-print at relevant locations around the City. Partner with relevant organizations to disseminate informational materials.	Accessibility for All	n/a	145	awareness of winter maintenance	Public Works / Communications Office	Launch winter maintenance awareness campaign within 5 years.	Snow removal prioritization Engagement Summary); Property owners are responsible for removing snow and ice from sidewalks - proactively enforced in high pedestrian areas (Mobility in Ann Arbor: Today Factbook)	
						Reduced number of complaints/citations related to snow/ice clearance.	57 snow removal citations in 2020 (https://www.mlive.com/news/ann-arbor/2021/04/fines-for-snow-removal-violations-are-now-lower-in-ann-arbor.html#:~:text=The%20administration%20cuts%20the%20current%20sidewalks%2C%20crosswalks%2C%20and%20ramps.)	
Prioritize streets with bicycle routes for snow clearance	Safety / Mobility	n/a	145	streets with bicycle routes prioritized for snow clearance	Public Works	Streets with bicycle routes are prioritized for snow clearance.	Snow removal prioritization Engagement Summary); Property owners are responsible for removing snow and ice from sidewalks - proactively enforced in high pedestrian areas (Mobility in Ann Arbor: Today Factbook)	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Address barriers to connectivity for people walking and biking across I-94, US-23, and M-14. Add dedicated bike and pedestrian crossings across I-94, US-23, and M-14, particularly in areas where there are gaps and where there are walkways or bike routes leading up to the highway.	Regional Connectivity / Safety / Mobility	n/a	145	number of improvements on bike/pedestrian highway crossings	Engineering - Transportation	Install improvements for people walking and biking at 5 highway crossings within 10 years.	n/a	
Re-evaluate, and where possible, make pedestrian phases automatic at traffic signals. Phase out pedestrian crossing signals requiring activation, particularly in portions of the City where pedestrian demand is high.	Accessibility for All	n/a	147	number of pedestrian-activated signals converted to automatic	Engineering - Transportation	Convert all pedestrian-activated signals to automatic within 10 years.	n/a	
Develop an annual Open Streets program that closes streets to cars, and opens them for walking, biking, pop-up shops, restaurants, and public gathering space on select days. Host Open Streets events in different parts of the City each year.	Healthy People & Sustainable Places	n/a	147	number of Open Streets events implemented	Engineering - Transportation / Systems Planning / DDA	Organize 3 Open Streets events per year, distributed throughout the city, within 5 years.	n/a - weekend downtown street closures (DDA) (?)	
Expand use of pervious pavement in parking lots and plazas and explore use of pervious pavement in alleys and parking lanes. Identify sites best-suited for pervious pavement installation and monitor performance over the pavement's lifetime.	Healthy People & Sustainable Places	n/a	147	number of pervious pavement sections added	Public Works / Engineering / Systems Planning	Expand pervious pavement usage in parking lots, plazas, alleys, and parking lanes.	n/a	
Establish criteria for connected street networks in new developments and connectivity between developments. Criteria may include: average/maximum intersection spacing; maximum block sizes; discouraged cul-de-sacs, gated communities, and restricted access roads; required pathway connections; required multiple access connections; required minimum connectivity measures or incentive for high connectivity (e.g., links per node, intersections per square mile, block perimeter, block length, % of lots inaccessible if one street is blocked, % of destinations within a distance of nodes); required street "stubs" to connect into future developments.	Mobility / Accessibility for All / Healthy People & Sustainable Places	n/a	147	new criteria added to Unified Development Code	Engineering - Transportation	Amend Unified Development Code to include new criteria within 5 years.	n/a	
Long-Term Strategies (11-20 Years)								
Seek opportunities to convert fire and emergency response vehicles to smaller models. Large vehicles pose a greater risk to safety and can present a challenge when attempting to redesign streets with narrower lanes and smaller curb radii (which can improve safety).	Safety / Mobility / Accessibility for All	n/a	149	number of fire and emergency response vehicles converted to a smaller model	Engineering - Transportation / AAFD / AAPD	Convert fire and emergency response vehicles to smaller models where feasible.	n/a	

**Attachment A
Ann Arbor Vision Zero Implementation Matrix**

Address all remaining gaps in the sidewalk system on local roads.	Accessibility for All / Safety / Mobility / Healthy People & Sustainable Places	Mobility Strategies: 4. Sidewalks	53 / 149	% of sidewalk gaps on local roads addressed	Engineering / Engineering - Transportation / Systems Planning	Address 95% of sidewalk gaps on local roads by 2040.	Near Term Sidewalk Gaps (Appendix B: Project Lists); 15/25 Miles of Near Term Sidewalk Gaps identified in 2013 Non-Motorized Transportation Plan have been completed to date (Appendix D: Analysis Methodologies; Mobility in Ann Arbor: Today Factbook)	
Investigate 'smart' technologies for pedestrian crossing systems (e.g., passive detection, data collection, adaptive phases based on presence/demand). Install/utilize sensors and cameras to activate pedestrian phases or signal to other traffic that a pedestrian is crossing.	Safety / Mobility / Accessibility for All	n/a	149	number of intersections with 'smart' pedestrian crossing technology	Engineering - Transportation	Increase the number of intersections with 'smart' pedestrian crossing technology.	n/a	
Digitize regulations and uses of curb space (e.g., parking, loading) and plan for digital communication between the curb and vehicles. Install adaptable signage that can change to allow different uses at different times of the day. Install sensors and use the data collected to provide real-time curb availability information and to set parking prices. Provide curb information via an app such as ePark Ann Arbor.	Mobility	n/a	149	Curb space digitized	DDA	Plan for curb space digitization.	n/a	
Utilize technology in downtown and along commercial corridors to manage the allocation, pricing, and use of curb space. Test different parking occupancy detection solutions including in-ground sensors, automatic license plate readers (ALPRs), and closed circuit television (CCTV) cameras. Establish data collection systems from sources such as detectors, transactions, and citations and use the data to provide real-time parking/curb availability information and to set parking prices.	Mobility	n/a	151	technology installed / parking utilization rate	DDA	Track parking utilization rate	n/a	
Work with TheRide to expand capacity at the Blake Transit Center. Develop additional, conveniently-accessed capacity at and around the Blake Transit Center by repurposing street and sidewalk space around the current facility. Collaborate with TheRide to determine long-term needs for space to accommodate both vehicles and customers.	Mobility	n/a	151	capacity expansion	AAATA	Expand Blake Transit Center capacity. (Re-evaluate after AAATA long-range transit planning process is complete)	n/a	

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

ATTACHMENT D

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2021 - ENDING APRIL 29, 2022

\$14.05 per hour

If the employer provides health care benefits*

\$15.66 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

(2020 PSA over \$25,000 NO Auto AI Rev. 1)

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 _____ ("Contractor"), a(n) _____, with its address at _____ (State where organized) _____ (Partnership, Sole Proprietorship, or Corporation). City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, 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 _____.
Project name

II. DURATION

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

III. SERVICES

A. The Contractor agrees to provide _____

Type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted

accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

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

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

VIII. WARRANTIES BY THE CONTRACTOR

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

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

notice of such non-appropriation.

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

XII. REMEDIES

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

XIII. NOTICE

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

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

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

City of Ann Arbor

(insert name of Administering Service 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 CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Type Name
Service Area Administrator

Tom Crawford, Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

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. 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.