

REQUEST FOR PROPOSAL

RFP # 22-51

Gallup Park Vehicle and Pedestrian Bridge Design

City of Ann Arbor
Community Services Area / Parks and Recreation Services Unit



Due Date: June 16, 2022 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 firm, or firms, to design the new vehicle and pedestrian bridge in Gallup Park and provide all the necessary professional project management and design engineering services for the project.

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 May 31, 2022 at 5:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Hillary Hanzel, Landscape Architect - HHanzel@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

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

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. 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 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 **week of July 11, 2022**. 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, June 16, 2022 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.22-51 –Gallup Park Vehicle and Pedestrian Bridge Design”** 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 hours. 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 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	May 31, 2022, 5 p.m.
Addenda Published (if needed)	Week of May 30, 2022
Proposal Due Date	June 16, 2022, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of July 11, 2022
Selection/Negotiations	July 2022
Expected City Council Authorizations	August 2022

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

BACKGROUND

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

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

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

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

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

EXISTING CONDITIONS

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

The existing bridge presents the following issues:

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

6. The railing often suffers damage from bridge jumpers and requires frequent maintenance.
7. Lack of formal access to the river edge adjacent to the bridge creates bank erosion.

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

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

SCHEMATIC BRIDGE DESIGN

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

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

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

Bridge design criteria include:

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

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

PERMITS:

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

ROAD AND TRAIL APPROACH:

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

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

Approach criteria include:

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

CONSTRUCTION FEASIBILITY AND ACCESS:

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

FEDERAL FUNDING

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

ENGINEERING AND PROJECT MANAGEMENT SCOPE OF WORK:

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

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

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

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

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

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

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

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

15. Coordinate with the City of Ann Arbor Public Art Commission to review opportunities to incorporate public art into the bridge design project. If applicable, coordinate with artists and/or artisans.
16. Schedule and chair design progress meetings to be held on a bi-monthly basis. This is to include a design kick-off meeting in which all affected parties to the design will be contacted and invited to attend. Prepare and distribute meeting minutes for all progress and coordination meetings.
17. Prepare complete, thorough, detailed, and accurate contract documents including plans, specifications, bid forms, etc. to allow the project to be advertised and bid through the City of Ann Arbor's Procurement Unit.
18. Prepare an engineer's estimate of probable costs at 50%, 75%, and 100% project milestones to ensure budget compliance.

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 – 30 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 – 30 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 in regards to providing the requested services.

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

D. Fee Proposal - 20 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 – Supporting Project Documents

1. Phasing Plan
2. Topographic Survey Extents
3. Recommended Schematic Bridge Design Concept
4. Gallup Park Bridge, Road and Trail Schematic Design Study

Attachment B - Legal Status of Offeror

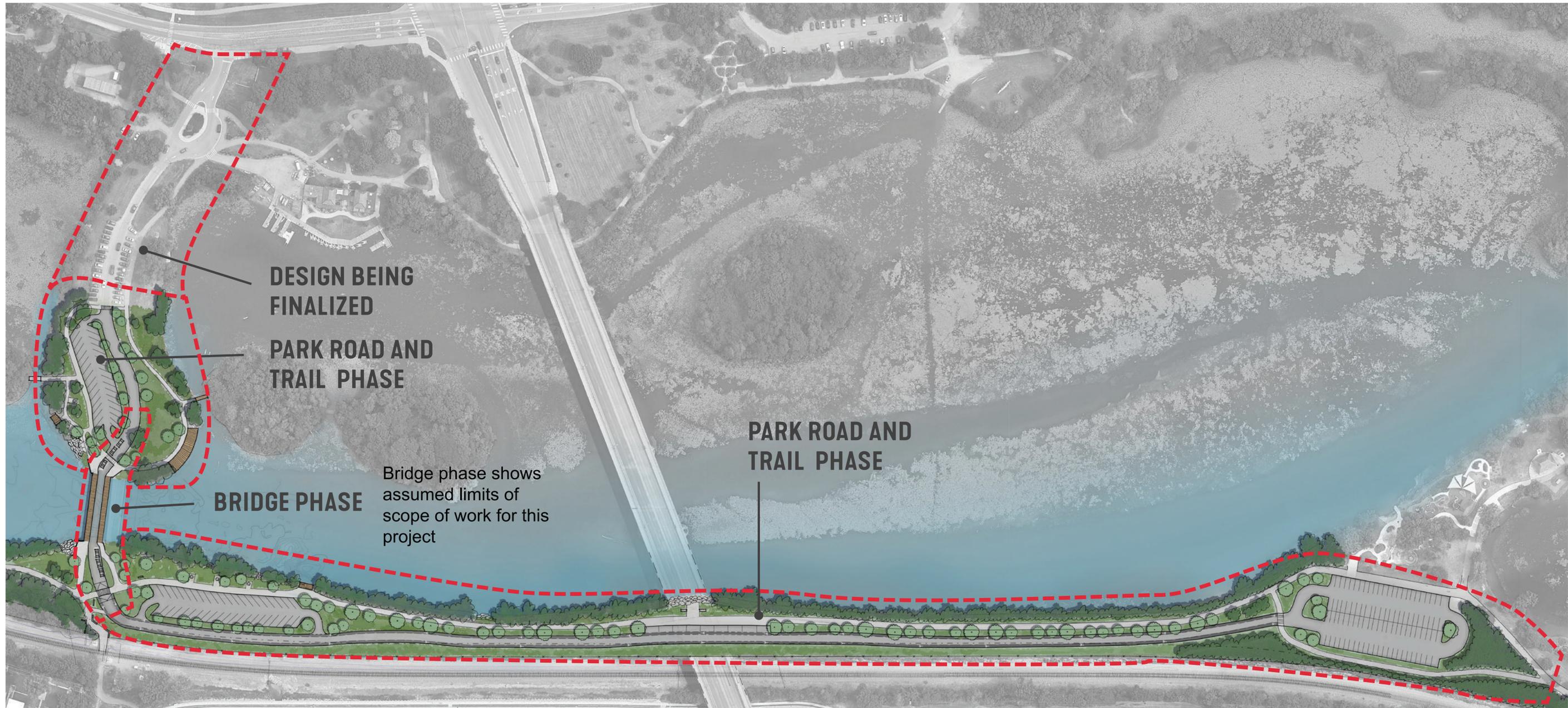
Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

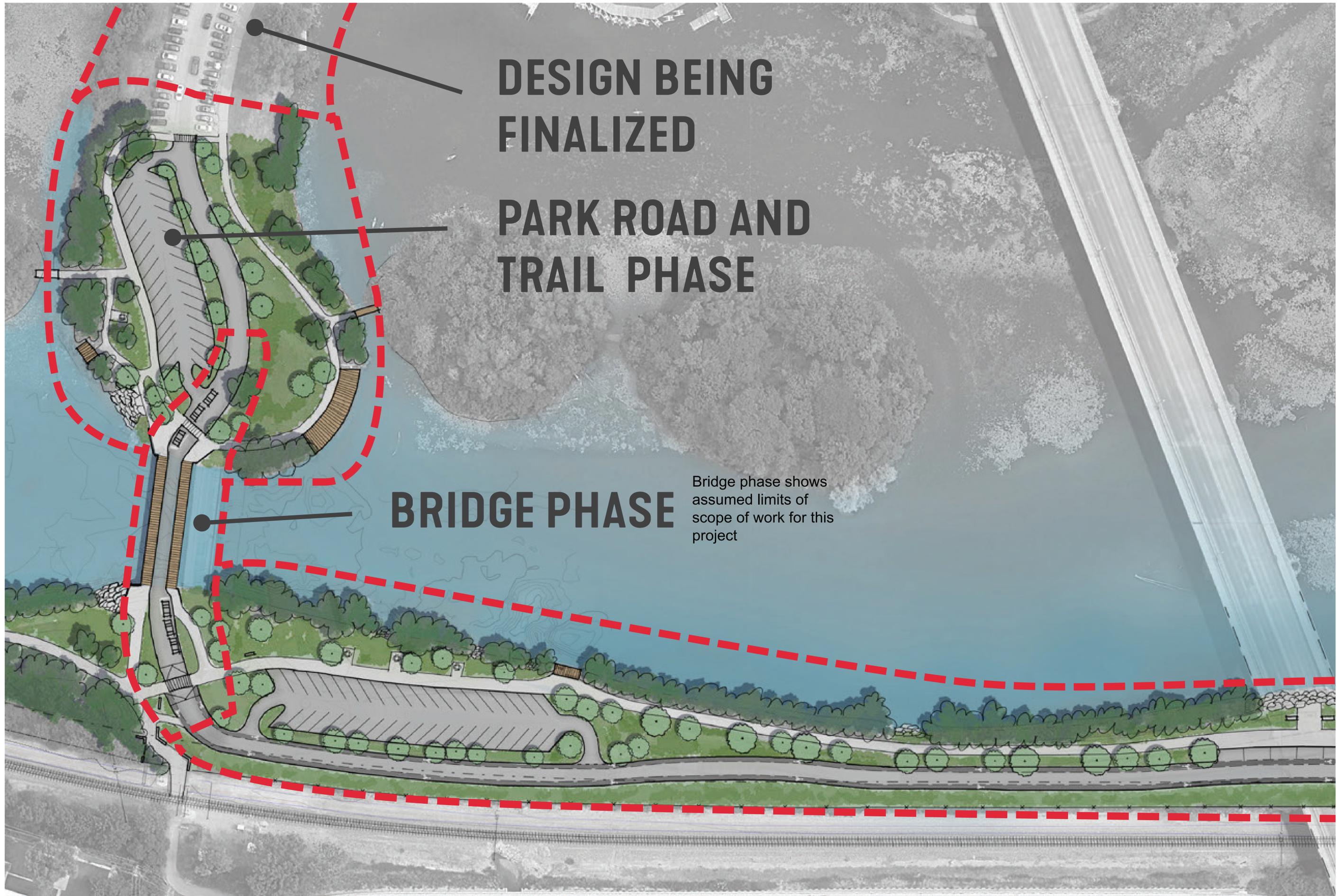
Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster



PHASING PLAN



**DESIGN BEING
FINALIZED**

**PARK ROAD AND
TRAIL PHASE**

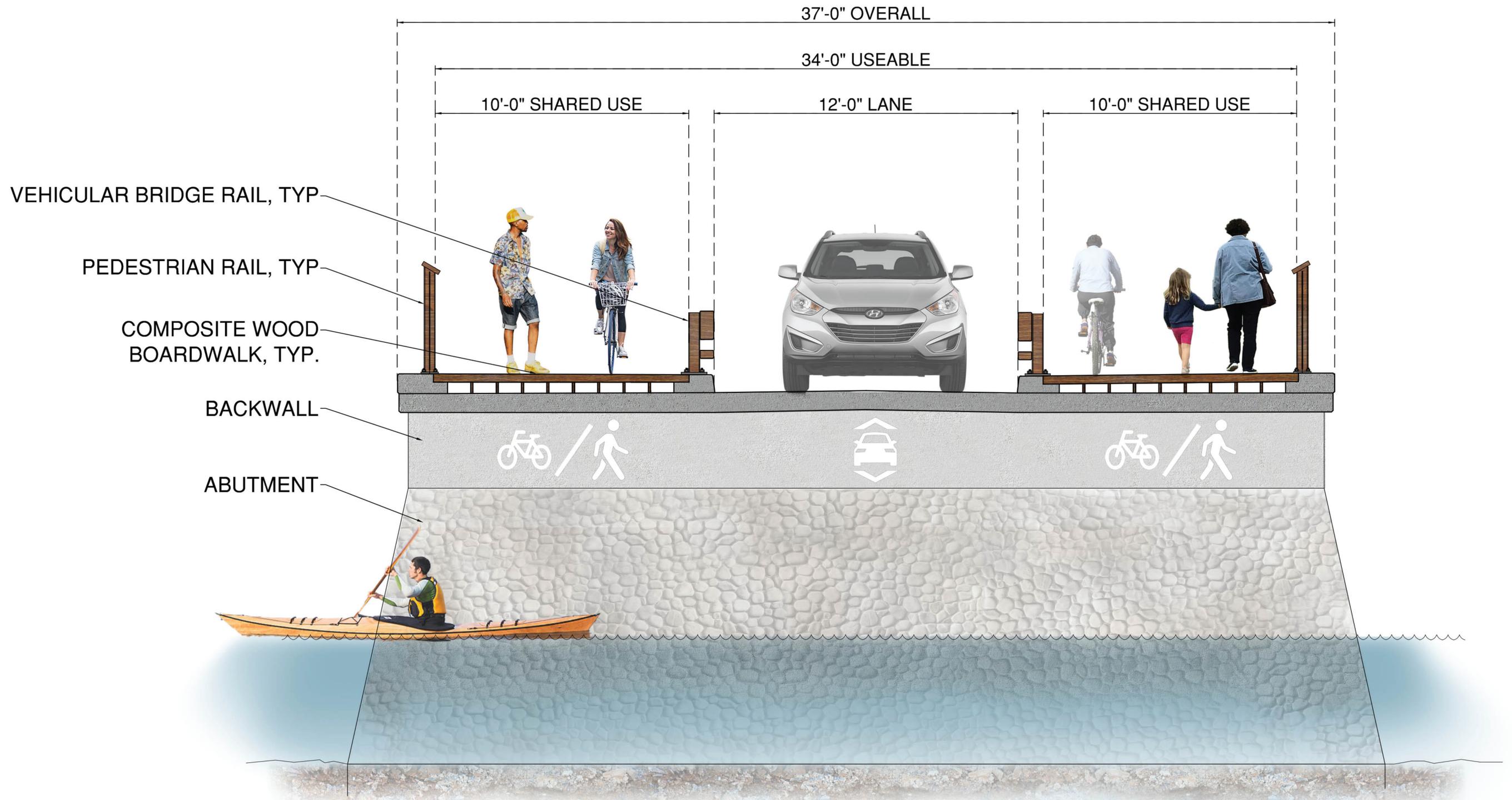
BRIDGE PHASE

Bridge phase shows
assumed limits of
scope of work for this
project

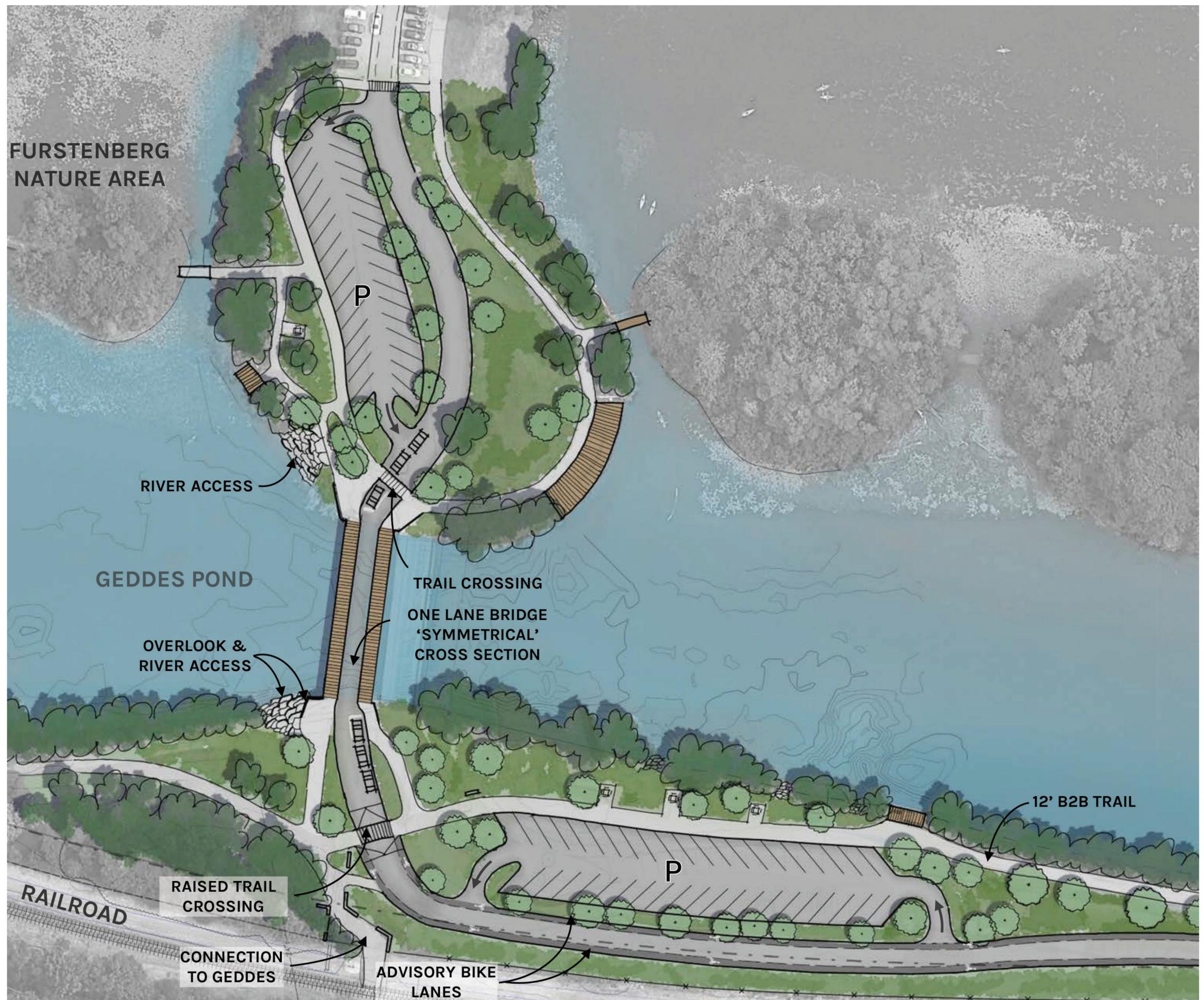
PHASING PLAN - ENLARGEMENT



APPROXIMATE TOPOGRAPHIC SURVEY EXTENTS



RECOMMENDED BRIDGE DESIGN - CROSS SECTION



RECOMMENDED BRIDGE DESIGN - PLAN



CITY OF ANN ARBOR PARKS & RECREATION

GALLUP PARK BRIDGE, ROAD AND TRAIL SCHEMATIC DESIGN

Ann Arbor, MI

June 2021

SMITHGROUP



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EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

OVERVIEW

The Gallup Park Bridge, Road and Trail Schematic Design study explores options to re-imagine the vehicular bridge which is due to be replaced. It also explores cohesive design solutions for the adjacent segments of park road and the Border-to-Border Trail.

Multiple engagement opportunities with the public and a steering committee (of city and county representatives) provided the project team guidance throughout the design process. Project goals and design criteria were established directly from feedback received. This feedback also revealed which options should be considered and ultimately recommended as the preferred design.

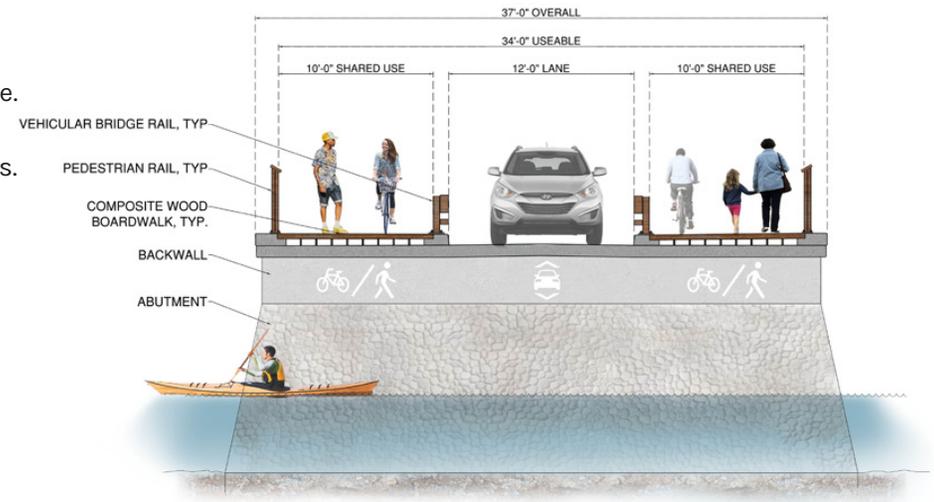
VEHICULAR BRIDGE RECOMMENDATIONS

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

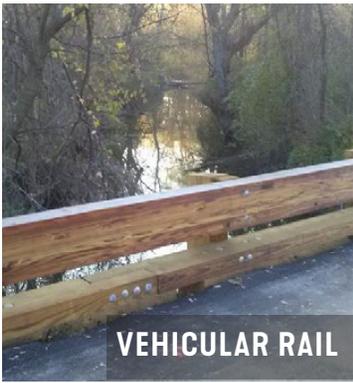
The recommended cross section for the new bridge is one-lane for vehicles with a 10 foot wide shared use path on either side. A timber rail is proposed to serve as a vehicular guardrail and as an additional buffer between vehicles. Traffic calming and more room for pedestrians and bicyclists were the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



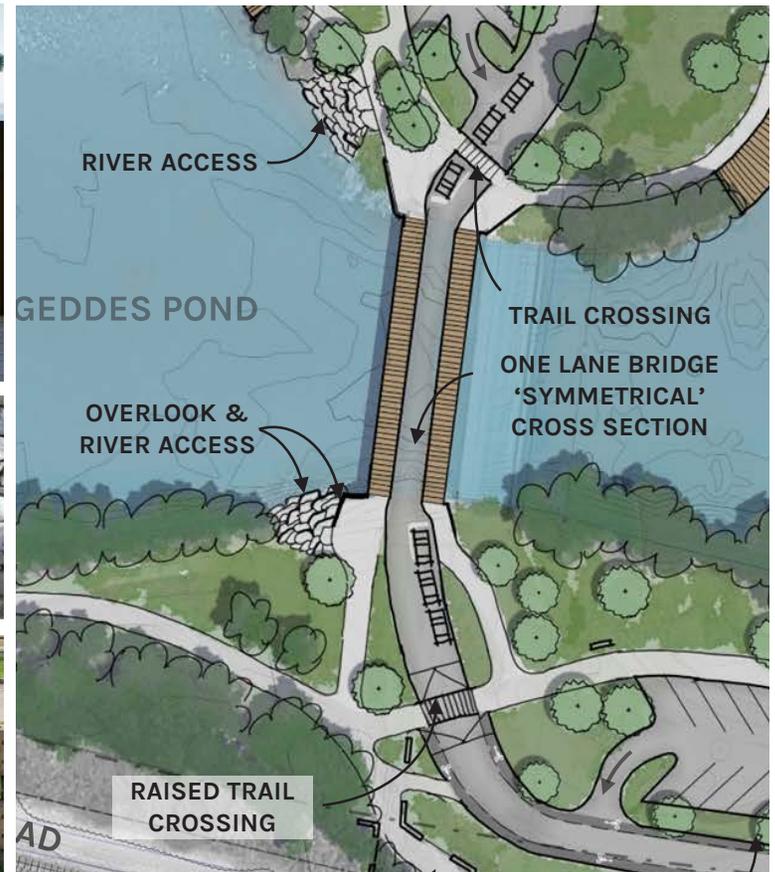
EXISTING BRIDGE



RECOMMENDED CROSS SECTION



RECOMMENDED BRIDGE CHARACTER

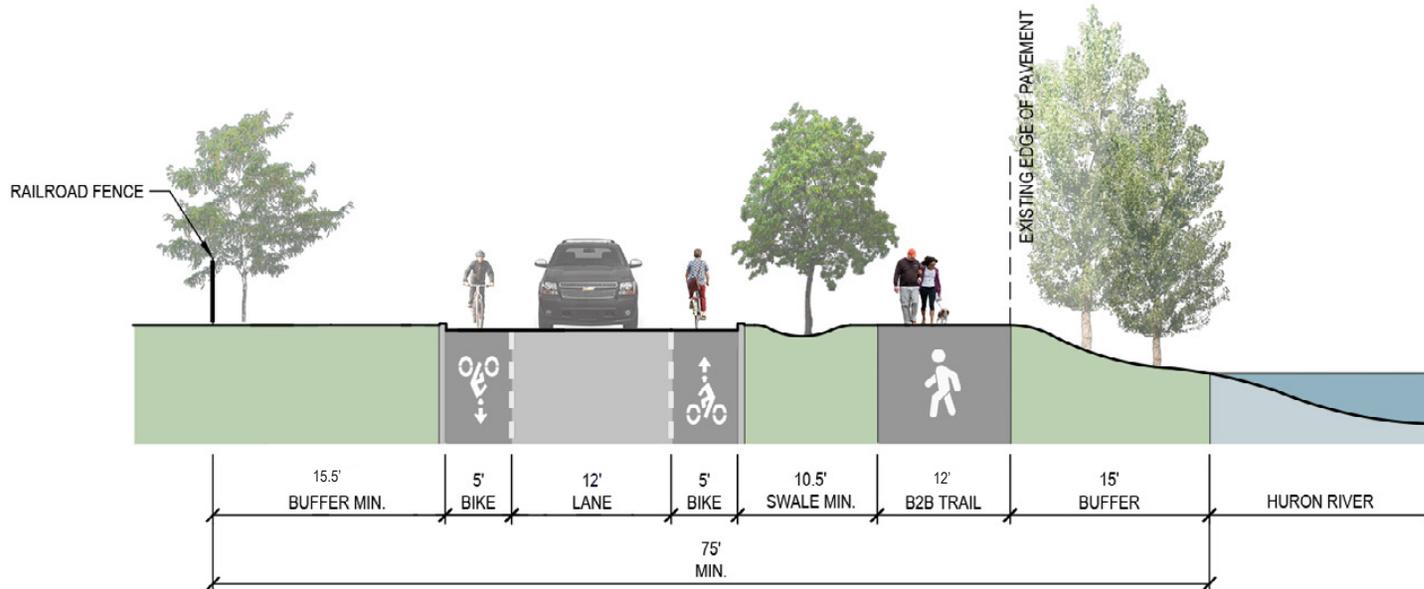


RECOMMENDED BRIDGE SITE PLAN

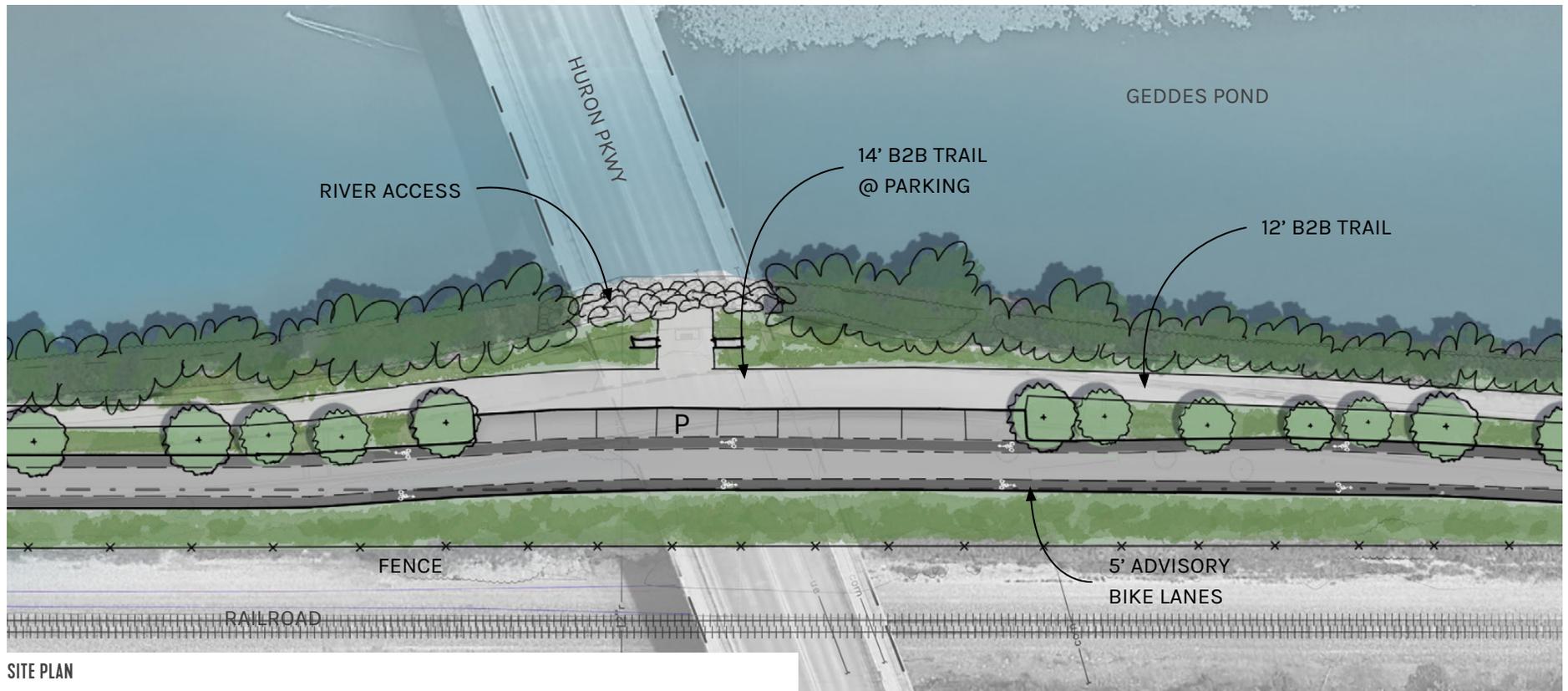
PARK ROAD AND TRAIL RECOMMENDATIONS

The recommended park road and trail cross section increases the capacity of the trail and provides different use zones for community and novice cyclists as well as other park users. An expanded landscape buffer between the park road and trail allows for stormwater collection and shade trees. The north side of the trail is located at its existing boundary approximately 15 feet from the river.

Advisory bike lanes are a new design approach being installed in various road segments across Ann Arbor and the country. The road provides enough width for two-way traffic but advisory bike lane markings provide priority to cyclists and cause traffic to yield behind bicycle traffic. Because of the low-volume vehicular traffic, advisory bike lanes are most suitable for this area. This road configuration offers a dedicated area for commuting cyclists and may also include speed humps for additional traffic calming. The Border-to-Border Trail is widened from 8-feet to 12-feet to accommodate the trail's heavy use and provide additional space for both pedestrians and novice and leisure cyclists.



The park road stretches about 2,000-feet from the vehicular bridge to the east end parking lot. In order to distribute parking along this area, additional parking spaces are provided at the Huron Parkway bridge overpass. This also provides an additional opportunity to calm traffic. A large river access area with steppable stone is included to provide additional fishing and river viewing.



ENTRY ROAD AND PARKING RECOMMENDATIONS

The Gallup Park entry road currently has parking directly on the street, causing congestion on the park road and multiple non-motorized conflicts:

- Pedestrians crossing the street from parking to get the rail/playground.
- Parked cars do not have great visibility of the road
- Bicyclists using the road conflict with pull-in parking

Moving parking off the street removes these conflicts and creates an opportunity for a turnaround point before crossing the bridge. The causeway and area north of the railroad are very narrow. The parking lot design uses an angled and one-way layout in order to minimize the parking footprint and pavement in the area.

The Border-to-Border Trail crossing is shifted south of the bridge to increase visibility and a tabled crossing is included to further encourage traffic calming in the area. Multiple new designated river access points are proposed for tubers and kayakers to reduce erosion happening at current informal entry and exit points. Additional river access points are included east of the bridge for fishing and river viewing.



COST SUMMARY

Depending on available funding, the vehicular bridge, park road and trail projects could be phased or built as one complete project. If phased separately, the vehicular bridge and required approach work is estimated to be approximately **\$2.3 million**. The park road, trail and parking lot project is estimated to be approximately **\$4.5 million** for a total of **\$6.8 million**.

BRIDGE	\$2.3 MILLION
PARK ROAD AND TRAIL	\$4.1 MILLION
B2B TRAIL (GRANT ELIBGIBLE)	\$360,000
TOTAL	\$6.8 MILLION

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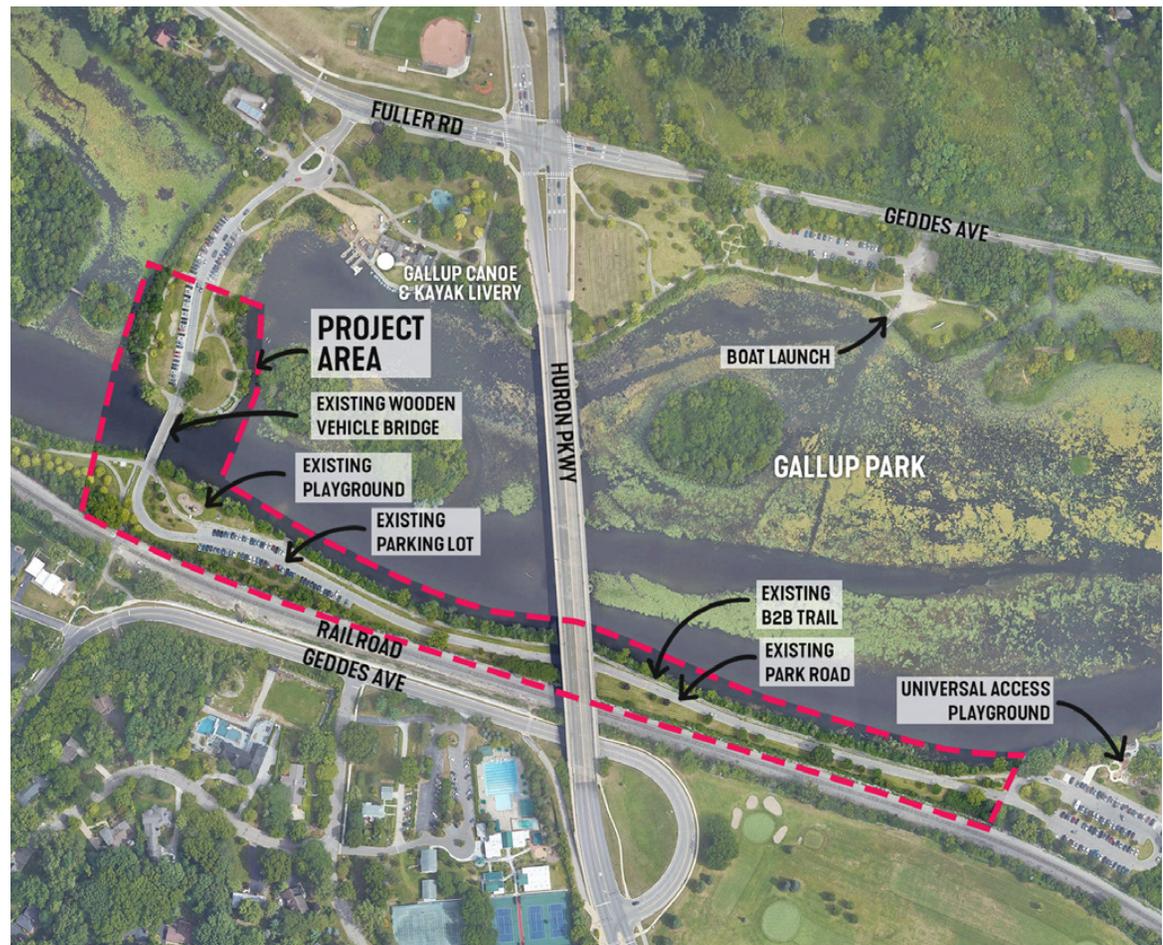
01

PROJECT OVERVIEW



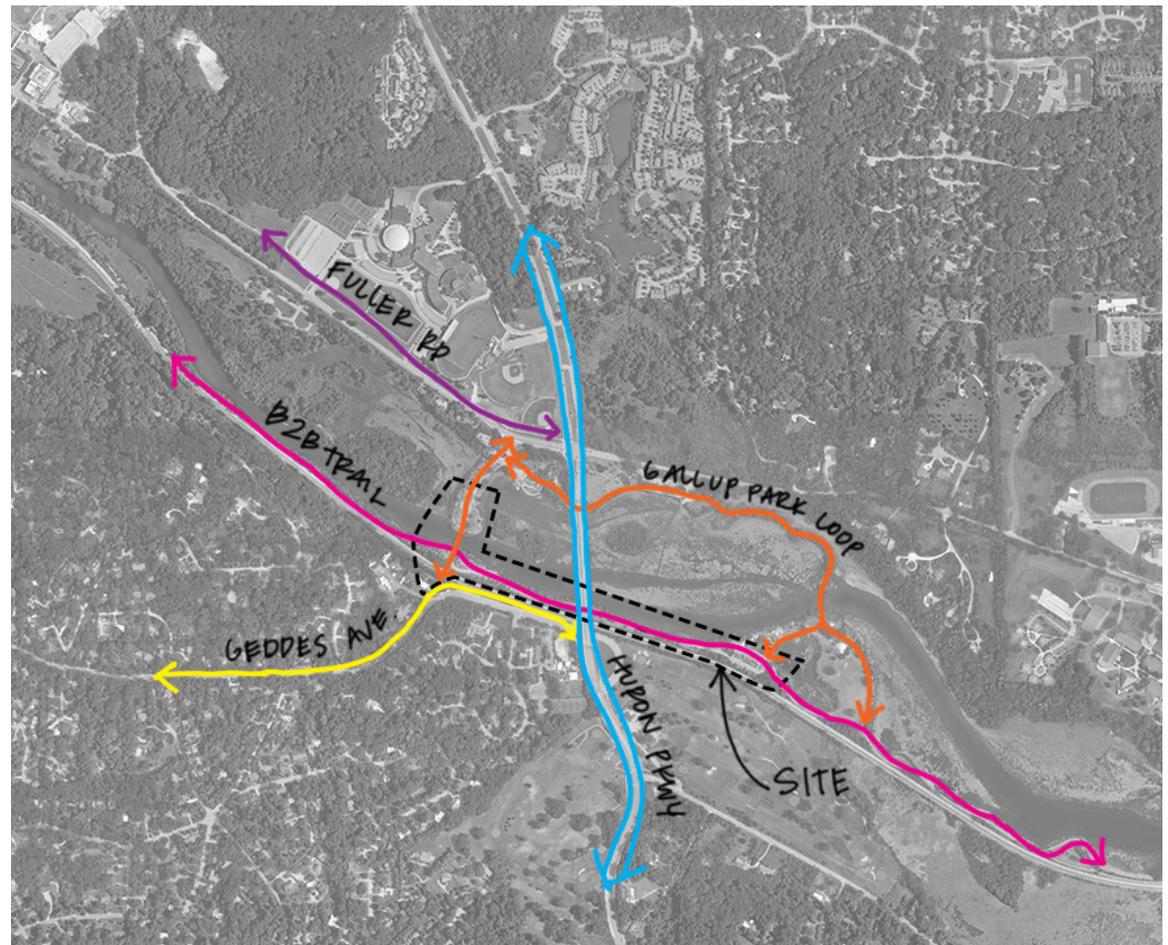
PURPOSE

The Gallup Park Bridge, Road and Trail Schematic Design study explores options to re-imagine the vehicular bridge which is due to be replaced. It also explores cohesive design solutions for the adjacent segments of park road and the Border-to-Border Trail. This project is driven by the need for future bridge replacement and the desire to improve circulation, access and safety for motorists and non-motorized users within this highly used park.



SITE CONTEXT

The site, located at a confluence of multiple non-motorized trails, includes segments that connect regional destinations between Ann Arbor, Ypsilanti and beyond. The Border-to-Border Trail runs adjacent to the park road and is a major regional connector, often used by higher-speed commuting cyclists. This area is being considered as a trailhead for the Border-to-Border Trail. The Gallup Park Loop Trail circles the park and has many diverse users including families, runners and roller skaters.



EXISTING CONDITIONS

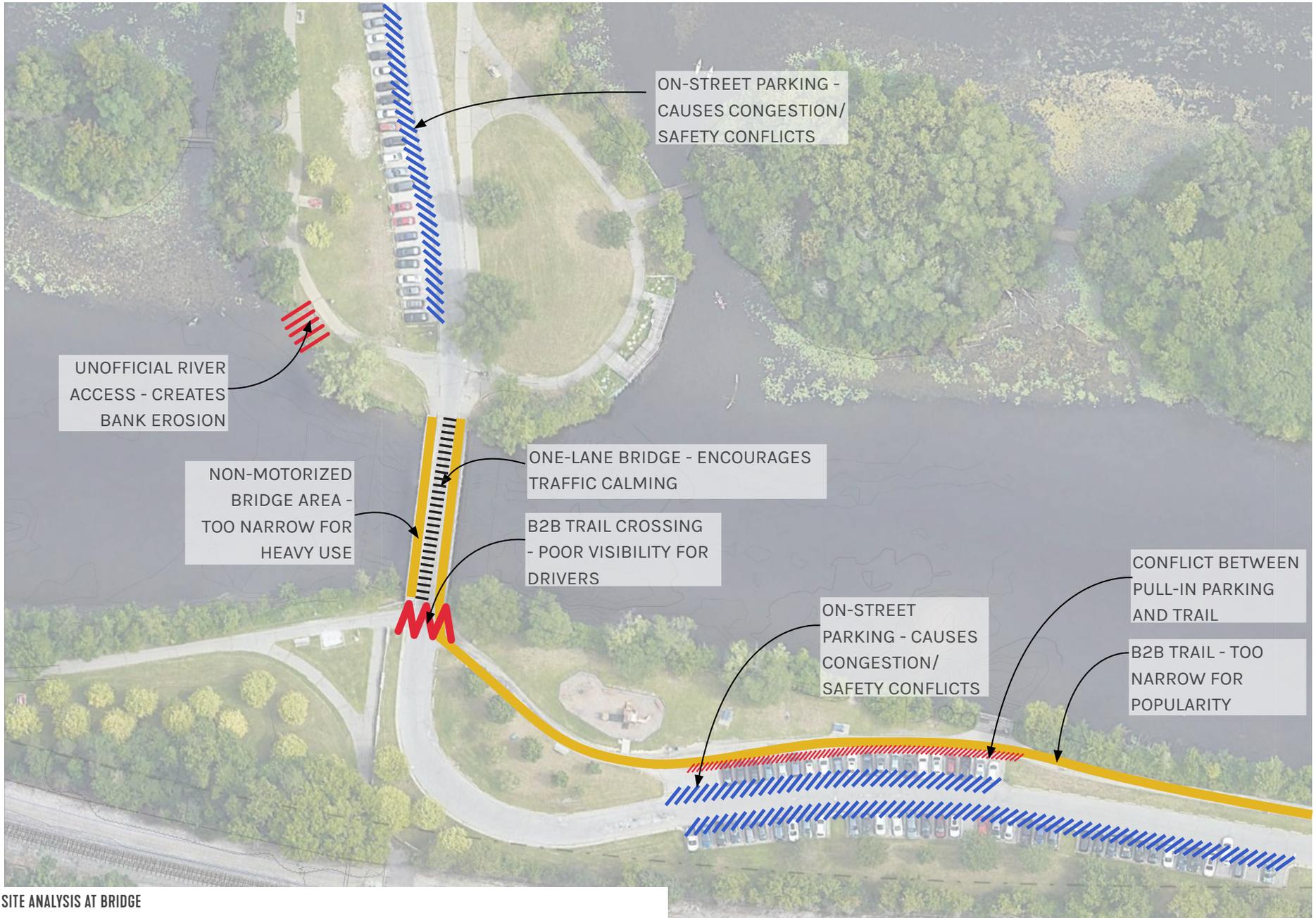
The existing wooden vehicular bridge has a rustic park-like character; however it is in need of replacement and does not meet the current demands of the park.

The bridge presents the following issues:

- Lack of adequate space for the high volume of non-motorized traffic crossing in the area.
- Southbound drivers on the bridge have poor visibility of the Border-to-Border trail that crosses directly to the south
- The walkways are too steep for barrier free access and are not Americans with Disabilities Act (ADA) compliant.
- The wood surface has developed ridges, making cycling difficult.
- The wood surface becomes slippery when wet.
- The railing often suffers damage from bridge jumpers and requires frequent maintenance.
- Lack of formal access to the river edge adjacent to the bridge creates bank erosion.

The adjacent park road, parking and Border-to-Border Trail creates conflict points between various park users. On-street pull-in parking creates congestion and safety conflicts. The Border-to-Border Trail is too narrow to accommodate both recreational and commuting non-motorized traffic. The area lacks shade and the overall aesthetic and essence of the surrounding park.

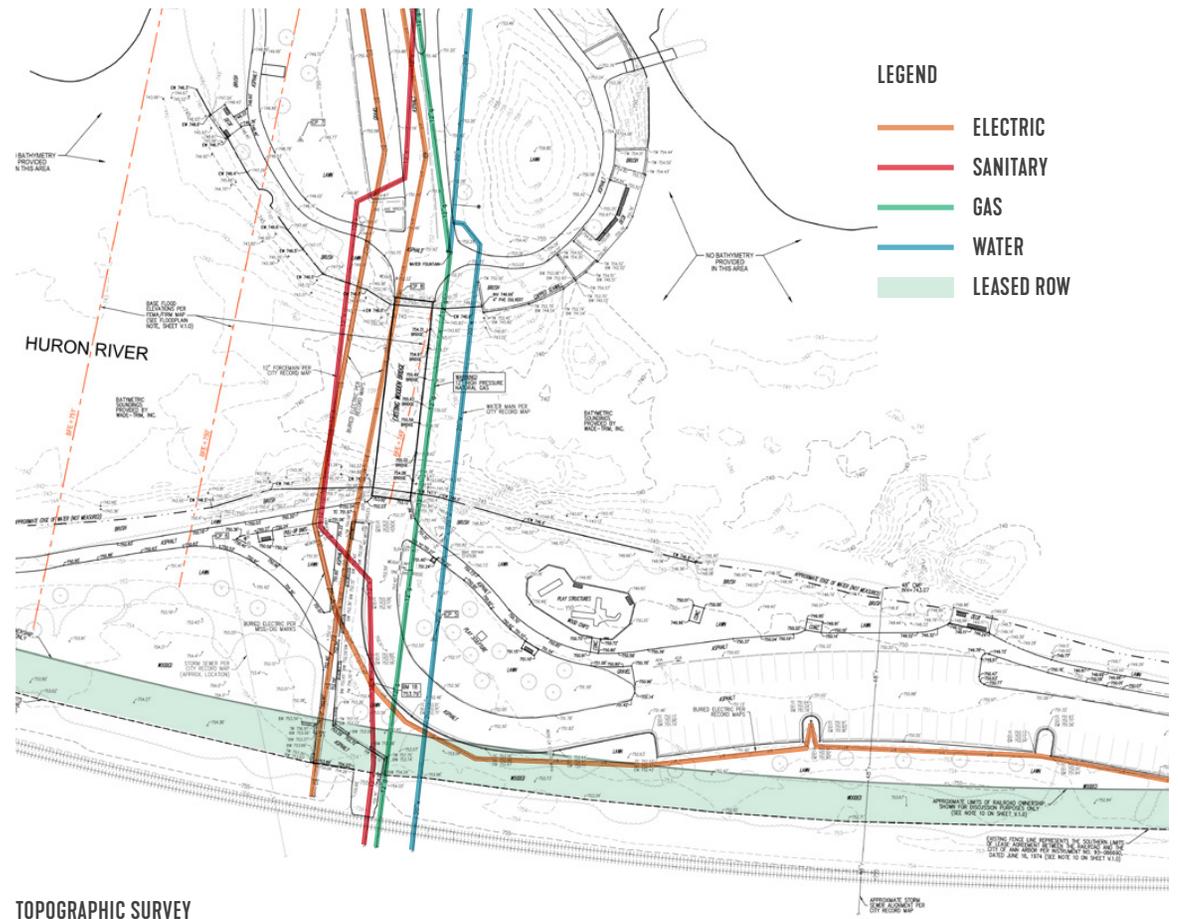




SITE ANALYSIS AT BRIDGE

The topographic survey revealed some unique conditions on the project site. An Michigan Department of Transportation (MDOT) railroad is located directly south of the site and includes a right-of-way that extends approximately 25-feet into the park area. Currently, the City of Ann Arbor Parks and Recreation leases some land within the railroad right-of-way under a use agreement that prohibits parking, but allows for roads, trails and landscape within the right-of-way.

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



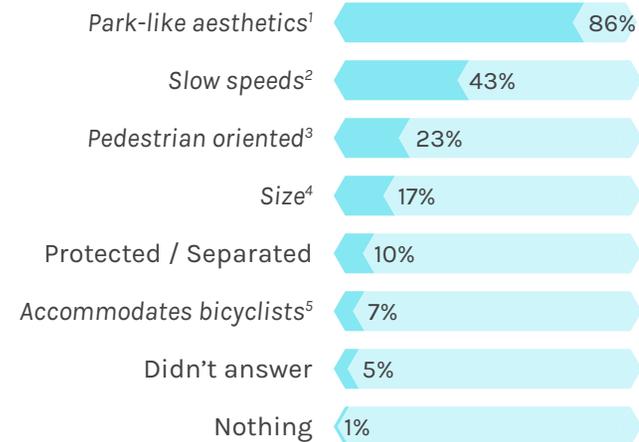
COMMUNITY ENGAGEMENT OVERVIEW

Community engagement is important to ensure the replacement bridge, as well as the park road and trail, meets the community's needs. In order to learn what is working, what isn't working, and listen to ideas for improvement, the project team conducted two different engagement activities.

The initial outreach to the community was done through an online survey intended to gather feedback on what people liked, what problems they had, and any suggestions they had for improvement. The survey responses generated a few overall themes about the project area that helped to inform our goals for the project. For example, respondents generally like the park-like aesthetics and slow speeds of the existing vehicular bridge. They also generally think the current Border-to-Border Trail is too narrow and too close to the road. The project team used these survey results to inform design development and decisions throughout the design process.

VEHICLE BRIDGE SURVEY RESULTS

When asked, "What do you like about the existing bridge?", most of the responses mentioned the existing park-like aesthetics (approximately 89%). Approximately 44% of respondents like the slow speeds of the current bridge.

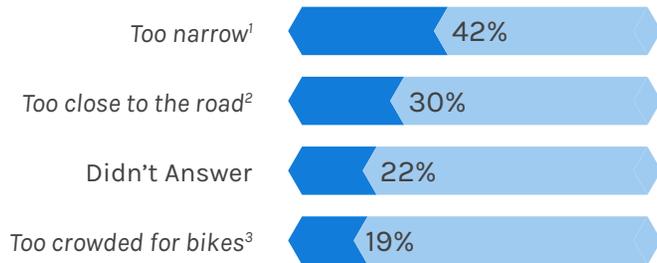


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

1. charm, aesthetics, natural, character, feel, unique, quaint, look, park, rustic, wood
2. speed, slow, traffic
3. pedestrian, walk, path
4. small, size, single lane, one lane, narrow
5. bike, bicycle

B2B TRAIL SURVEY RESULTS

When asked, “What don’t you like about this section of the Border-to-Border Trail?”, approximately 43% of respondents answered that the trail is too narrow. Answers also reflected the trail is too close to the road (approximately 30%).



Percentages are qualitative in nature and were deduced from respondent answers including the words below:

- 1. congested, crowded, pedestrians, narrow, walking
- 2. road, car
- 3. bike, bicycle

The second public engagement activity for the project was a virtual public meeting hosted on Zoom. Various design options were presented and twelve (12) participants provided feedback on each option, which was then used by the project team to help inform the proposed recommendations. For a full engagement summary refer to Appendix A.

STEERING COMMITTEE

A steering committee was developed for the project and consisted of Several City of Ann Arbor and Washtenaw County representatives who provided feedback and direction throughout the design process. The steering committee consisted of city engineers, park planners and other park professionals (see Appendix A for a complete list of committee members). A kick-off meeting and site visit at Gallup Park allowed steering committee members to establish preliminary project objectives and design criteria.

Initial designs for the project were shared in a virtual meeting with the steering committee early in the design process. A digital whiteboard allowed the members to provide comments in real time and captured feedback that informed the designs moving forward.

A final meeting with the steering committee was held virtually in order to narrow down a preferred option for the vehicular bridge, park road and trail. After discussion and a few Zoom polls, a clear choice for both designs emerged as a best fit for Gallup Park.



OVERALL COMMUNITY BASED PROJECT GOALS

The following goals were developed from input received from the community online survey and steering committee. These goals guided the project team in decision making throughout the design process. A full report of the survey can be found in Appendix A.

- ① **The new bridge should have a park-like character similar to the existing bridge.**
- ② **Encourage slow speeds on the vehicular bridge and park road.**
- ③ **Reduce congestion and improve safety overall on the site:**
 - **At the intersection of the Border-to-Border Trail and the bridge**
 - **On the bridge**
 - **On the Border-to-Border Trail**
- ④ **Improve pedestrian and non-motorized experience along the trail and road (i.e. shade, views).**
- ⑤ **Reduce conflicts between parking spaces and pedestrians/non-motorized traffic.**

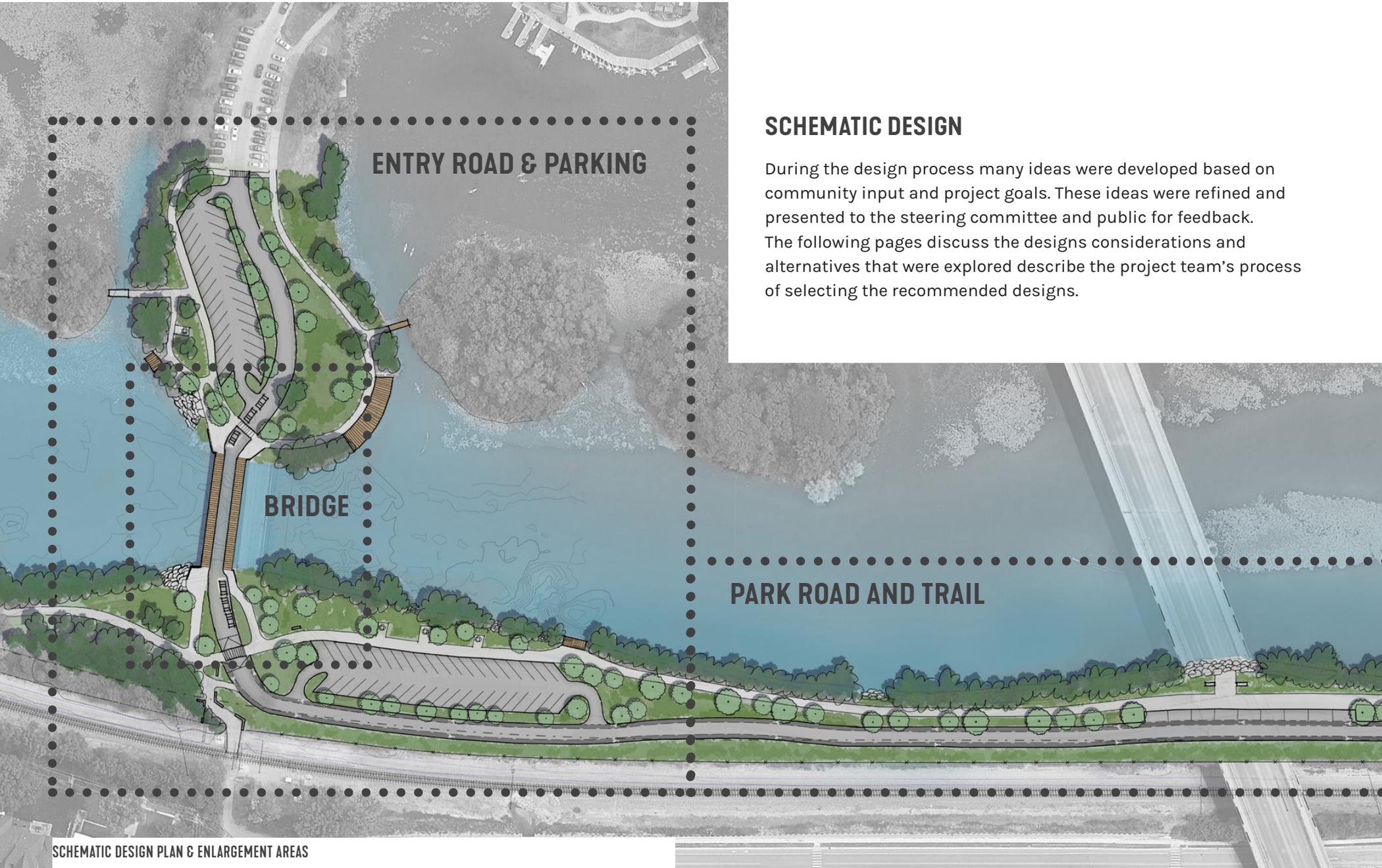
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02

SCHEMATIC DESIGN

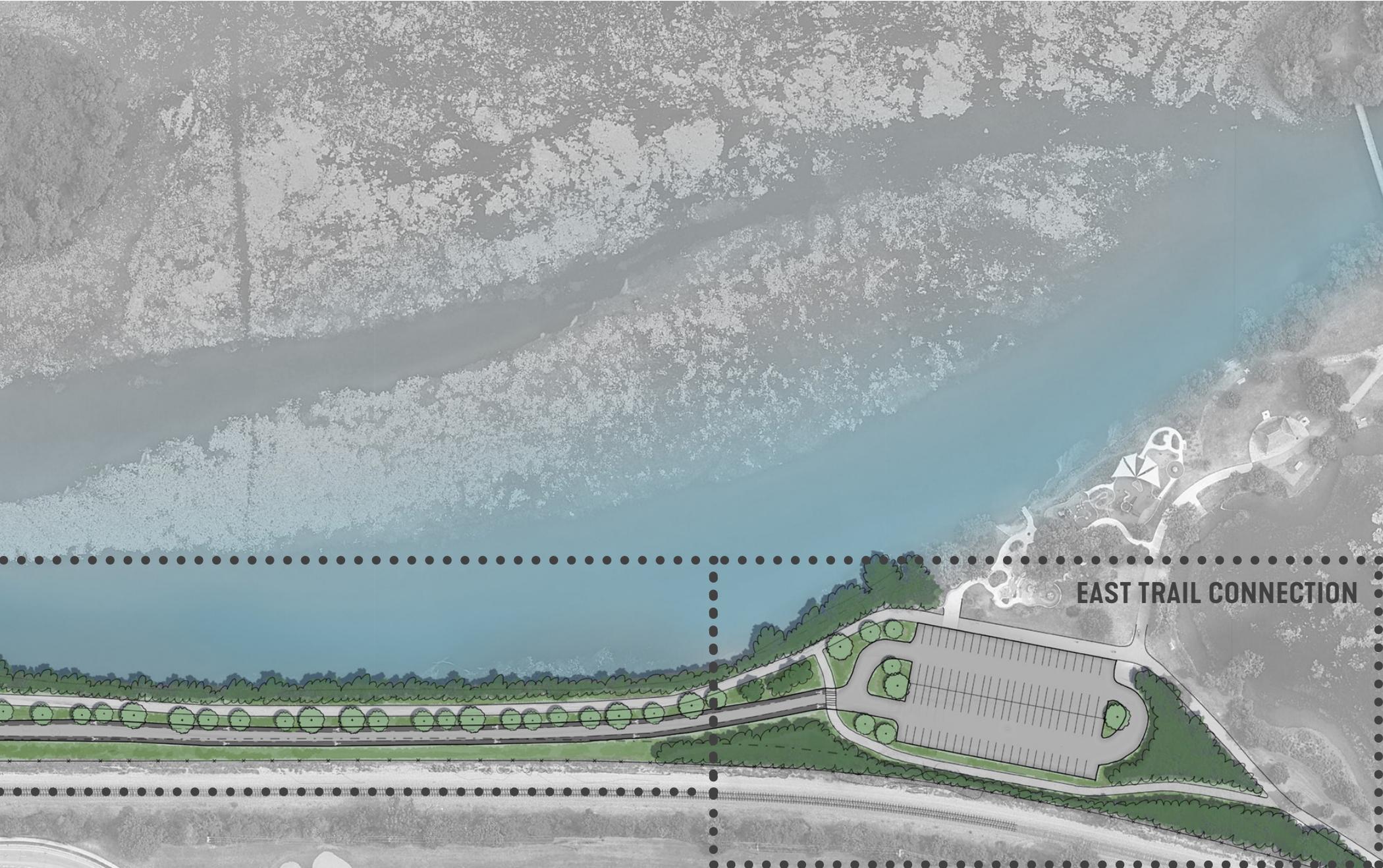




SCHEMATIC DESIGN

During the design process many ideas were developed based on community input and project goals. These ideas were refined and presented to the steering committee and public for feedback. The following pages discuss the designs considerations and alternatives that were explored describe the project team's process of selecting the recommended designs.

SCHEMATIC DESIGN PLAN & ENLARGEMENT AREAS



EAST TRAIL CONNECTION

VEHICULAR BRIDGE

DESIGN DRIVERS

BRIDGE RELATED OVERALL PROJECT GOALS

The following goals were developed from input received from the community survey and steering committee. These goals guided the project team in decision making throughout the design process.

- 1 Keep the park-like character of the bridge.
- 2 Incorporate wood and natural elements.
- 3 Retain the same charm, feel and uniqueness.
- 4 Encourage slow speeds and calm traffic.
- 5 Reduce non-motorized congestion.
- 6 Improve the pedestrian and cycling experience.
- 7 Enhance driver visibility across the bridge.

DESIGN CRITERIA

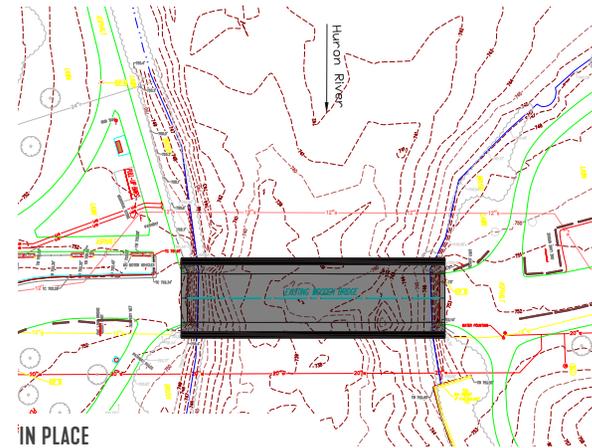
The following design criteria was developed from input received from the community survey and steering committee. These served as the basis of design for the bridge

- ① Increase load capacity for emergency and construction vehicles to HS-20 or 16,000 lbs.
- ② Strive to maintain access to south side of park during construction.
- ③ Minimize maintenance through material choices.
- ④ Provide a vehicular guardrail or combination pedestrian and vehicular guardrail that meets current American Association of State Highway and Transportation Officials (AASHTO) standards of 10-kip impact.
- ⑤ Discourage bridge jumpers with rail design.
- ⑥ Include an underclearance of 4'-3" minimum per Michigan Department of Natural Resources MDNR recommendations.

The bridge location and span were significant considerations that influenced the design and overall cost of the bridge. The following two sections provide a summary of the different options explored as part of the design process.

LOCATION AND ALIGNMENT

Various bridge locations and alignments were studied as part of the design process for a single bridge design and a two bridge design. The locations considered were based on maintaining access during construction and the location of existing utilities. The gas and water lines located east of the bridge are more expensive to relocate than the electric and sanitary lines west of the bridge. Because of this only locations that leave the gas and water lines in-place were considered. Based on project goals, design criteria and cost, a bridge location and alignment directly west and adjacent to the existing bridge is the recommended option.



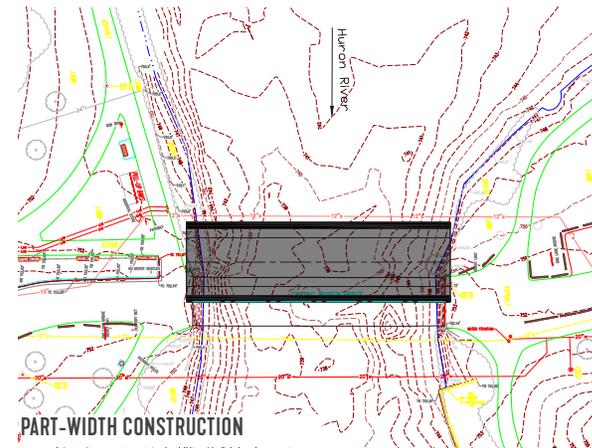
IN PLACE

PROS:

- Minimum site disturbance and approach work
- Minimum span length

CONS:

- Prevents vehicular access to the south side of the park for four to five months during construction



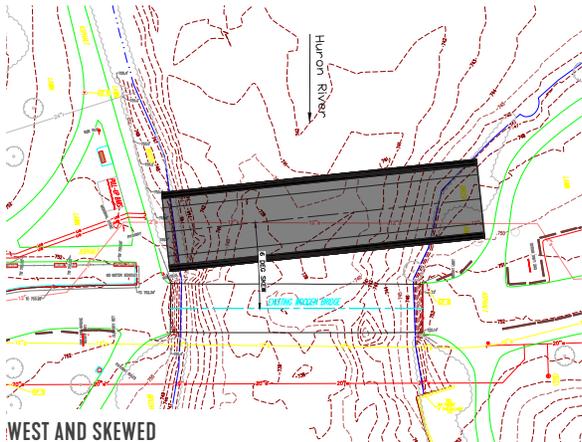
PART-WIDTH CONSTRUCTION

PROS:

- Part width construction is a method where one half of the bridge is demolished and built before the other half allowing users to continue to cross the Huron River
- Minimum span length

CONS:

- Longer construction time (7-8 months)
- More expensive construction method



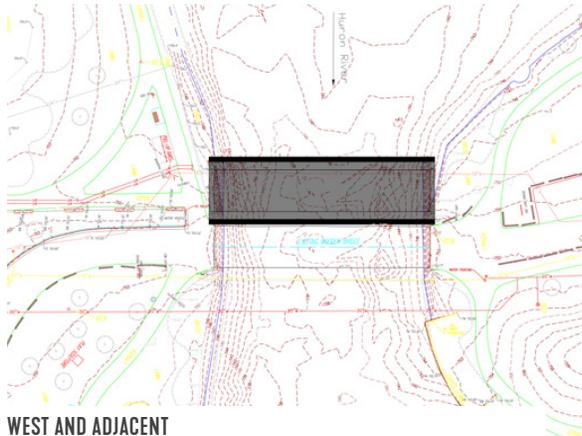
WEST AND SKEWED

PROS:

- Continued park access during construction
- Minimum construction time (4-5 months)
- Minimum span length

CONS:

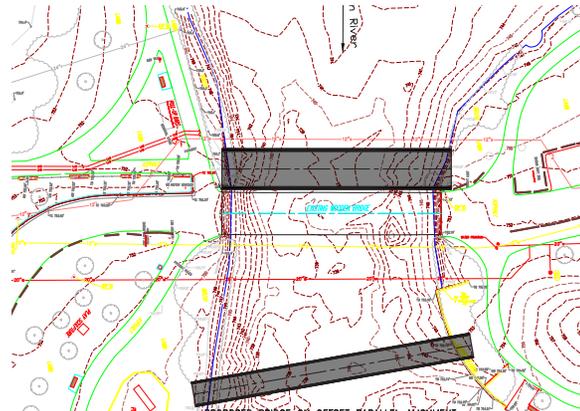
- Longer span



WEST AND ADJACENT

PROS:

- Minimum site disturbance
- Access to south side of river is maintained
- Minimum construction time



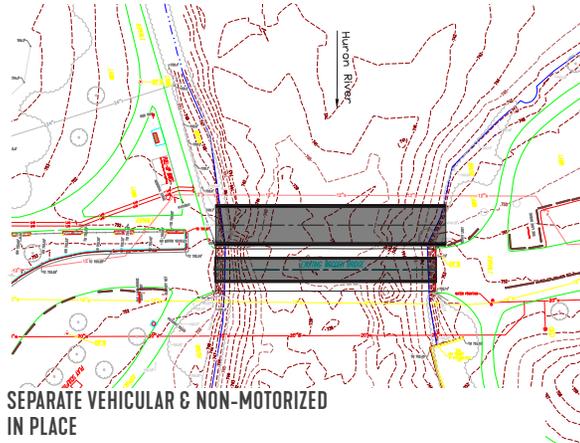
SEPARATE VEHICULAR & NON-MOTORIZED

PROS:

- Improved pedestrian and cycling experience
- Access to south side of river is maintained

CONS:

- Vehicular bridge obstructs view
- Pedestrians may use vehicular bridge



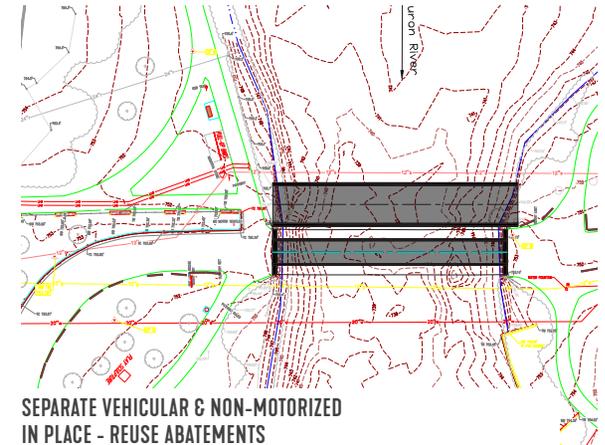
**SEPARATE VEHICULAR & NON-MOTORIZED
IN PLACE**

PROS:

- Minimum site disturbance
- Vehicular bridge could be built before demolishing the existing bridge, maintaining access to the south side of the park

CONS:

- Vehicular bridge obstructs view



**SEPARATE VEHICULAR & NON-MOTORIZED
IN PLACE - REUSE ABATEMENTS**

PROS:

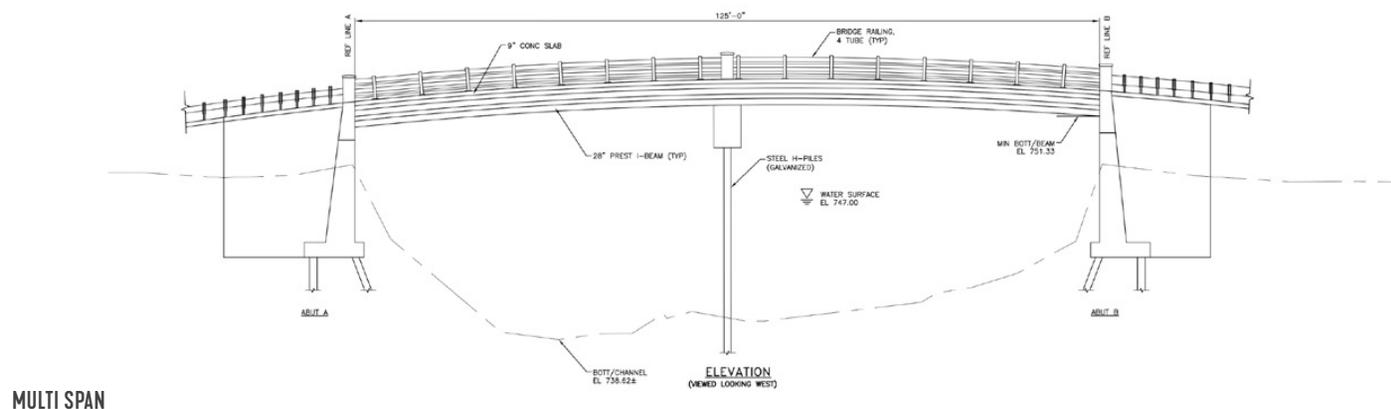
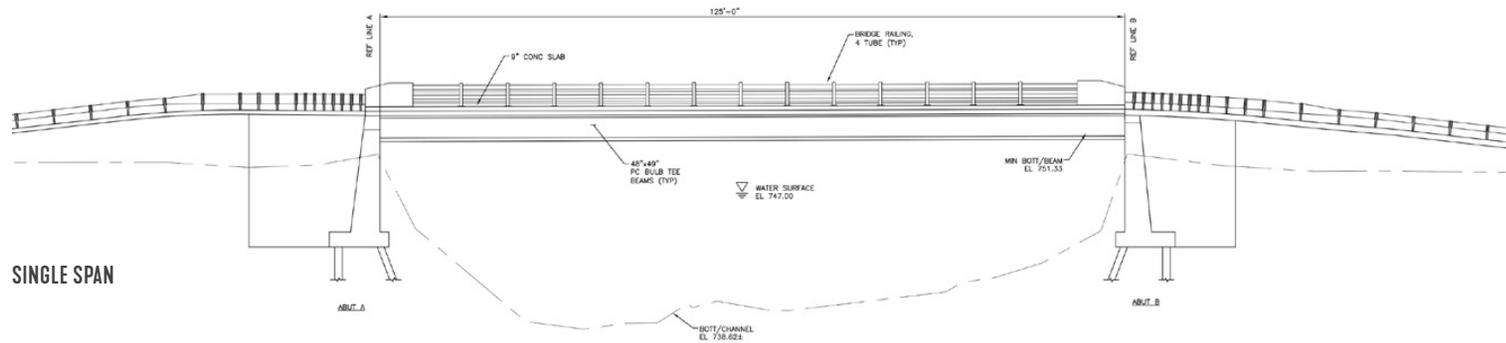
- Minimum site disturbance
- Vehicular bridge could be built before demolishing the existing bridge, maintaining access to the south side of the park
- Reuse existing vehicular abutments saving construction time and cost

CONS:

- Vehicular bridge obstructs view

SPAN

The existing vehicular bridge is a multi-span bridge with two piers in the river. Early in the design process a single span bridge was preferred because it lacked the need to maintain a pier in the water. After further study, the different span configurations (single span versus multi-span) had a direct affect on the approach roadways and significantly impacts the project costs. It is desired to maintain a similar underclearance from the bottom of beams to the water surface. In addition, environmental regulations by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) recommend low chord (bottom structural beam of the bridge) be maintained or improved on bridge replacement projects. With this in mind, single span bridges will require much deeper beams. These deeper beams result in a larger increase in elevation of the approaches at the bridge abutments. Maintaining a maximum 5% grade for accessibility requirements, the approach runouts for a single-span bridge would be approximately 100- to 120-feet long. For a two-span bridge, the beams will be shallower, resulting in approach disturbances that are approximately one-half that of single span. This results in significantly less cost for the revised approaches and is the recommended span type for the future vehicular bridge.



DESIGN ALTERNATIVE EXPLORED

Early in the design process, the project team explored several single lane and two-lane bridge options. Cross sections were developed that combined various motorized and non-motorized configurations. Different travel areas and sizes like bike lanes and shared use paths were considered.

TWO-LANE BRIDGES

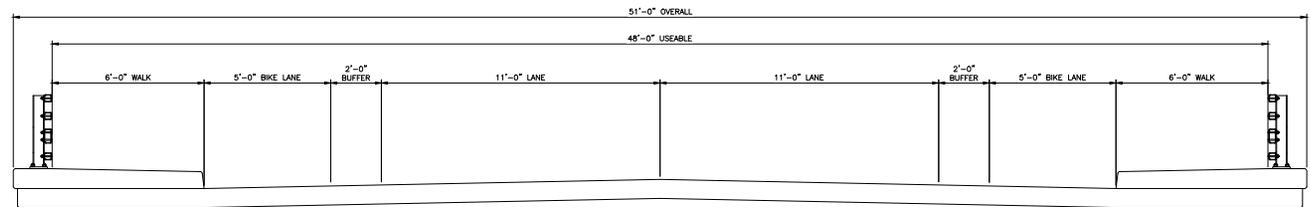
The two-lane bridge options provided more infrastructure than necessary for the area and also detracted from the desire to maintain a pedestrian scale. Traffic calming would also be more difficult with a two-lane bridge.

BUFFERED BIKE LANES WITH TWO VEHICLE LANES

PROS:

CONS:

- Largest cross section
- Minimal traffic calming



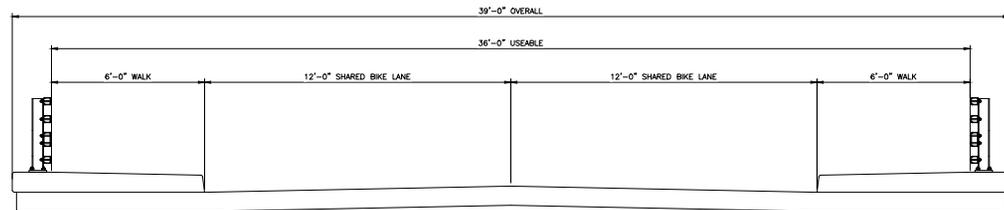
SYMMETRICAL

PROS:

- Pedestrians and cyclists have separate paths
- Non-motorized users can use both sides of the bridge

CONS:

- Bicyclists are not buffered from vehicles
- Minimal traffic calming



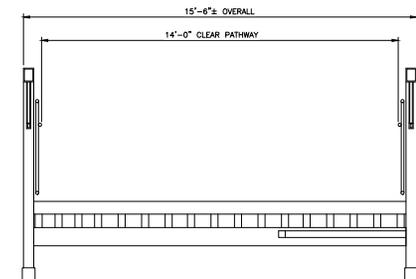
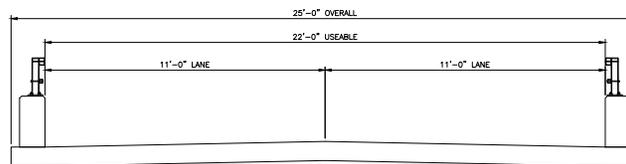
SEPARATE VEHICULAR & NON-MOTORIZED

PROS:

- Pedestrians and cyclists are separate from vehicles
- Improved non-motorized user experience

CONS:

- Pedestrians may use vehicular bridge
- Minimal traffic calming



ONE-LANE BRIDGES

A one-lane bridge option allowed for a cross section closer in size to the existing bridge and provided needed traffic calming measures for the site. The single-lane bridge options received overall support from the public and steering committee and is the recommended option for the future bridge.

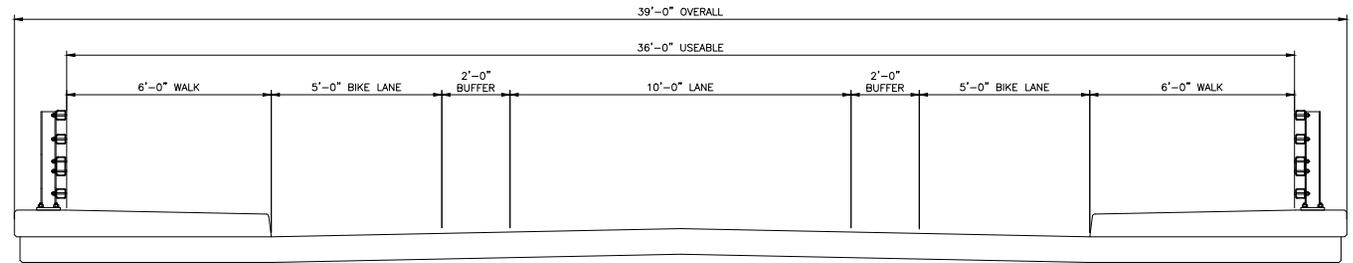
BUFFERED BIKE LANES

PROS:

- Bikes are buffered from vehicles
- Pedestrians and cyclists have separate paths
- Non-motorized users can use both sides of the bridge

CONS:

- Vehicles may use bike lanes as a second lane for passing



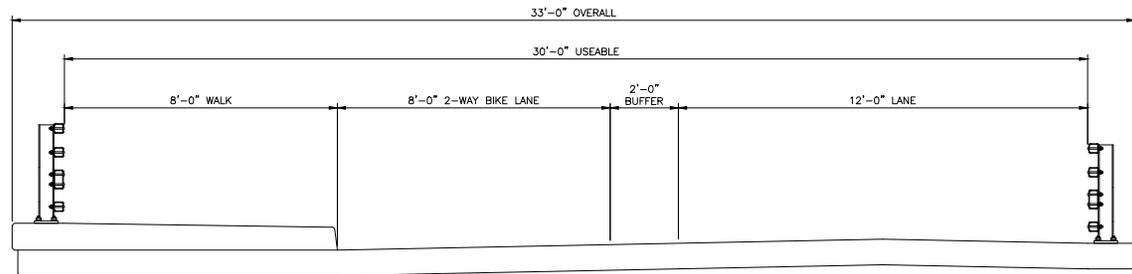
ONE SIDE NON - MOTORIZED - SEPARATE AND BUFFERED

PROS:

- Pedestrians and cyclists have separate paths

CONS:

- Vehicles may use bike lanes as a second lane for passing
- Non-motorized users can only use one side of the bridge



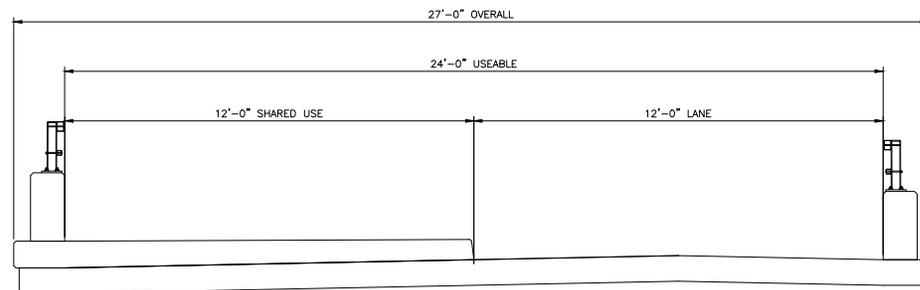
ONE SIDE NON - MOTORIZED

PROS:

- Pedestrians and cyclists are separated from vehicles
- Minimal bridge width

CONS:

- Non-motorized users can only use one side of the bridge



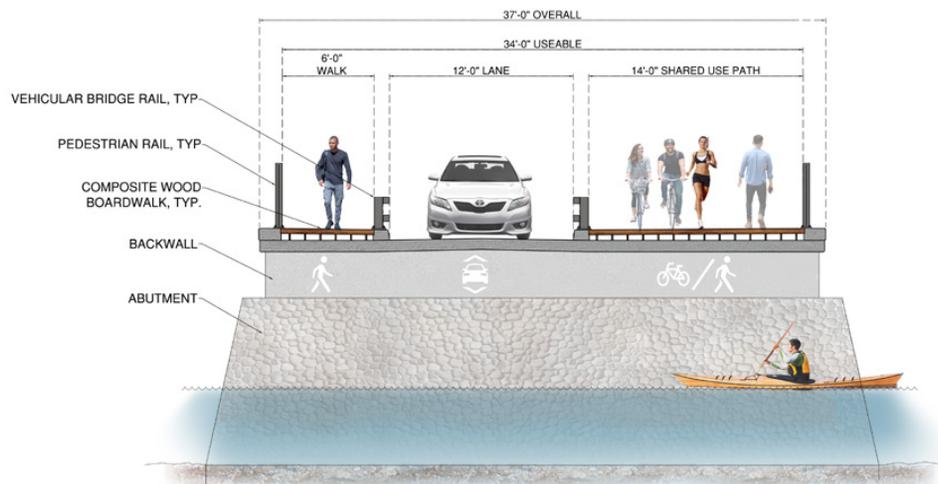
GALLUP LOOP

PROS:

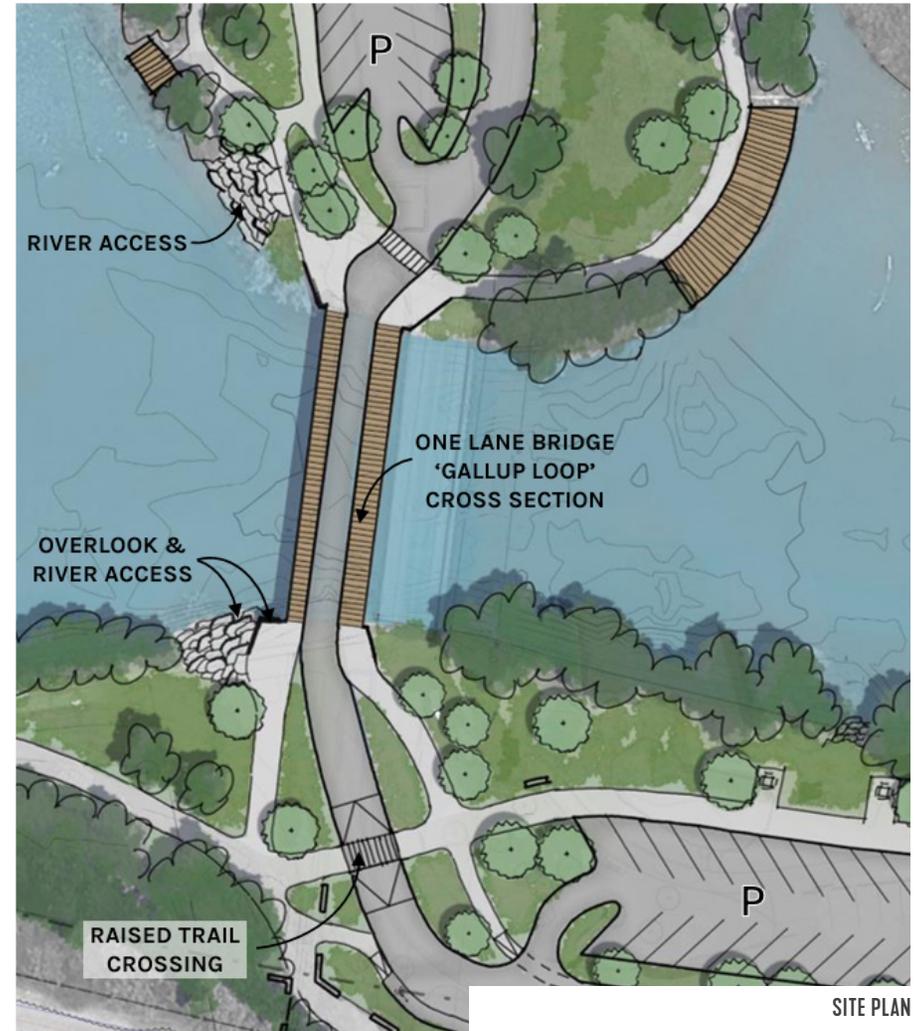
- Pedestrians and cyclists are separated from vehicles
- Minimal bridge width with expanded non-motorized areas

CONS:

- Shared-use path favors the Gallup Loop trail which is not on the best river viewing side



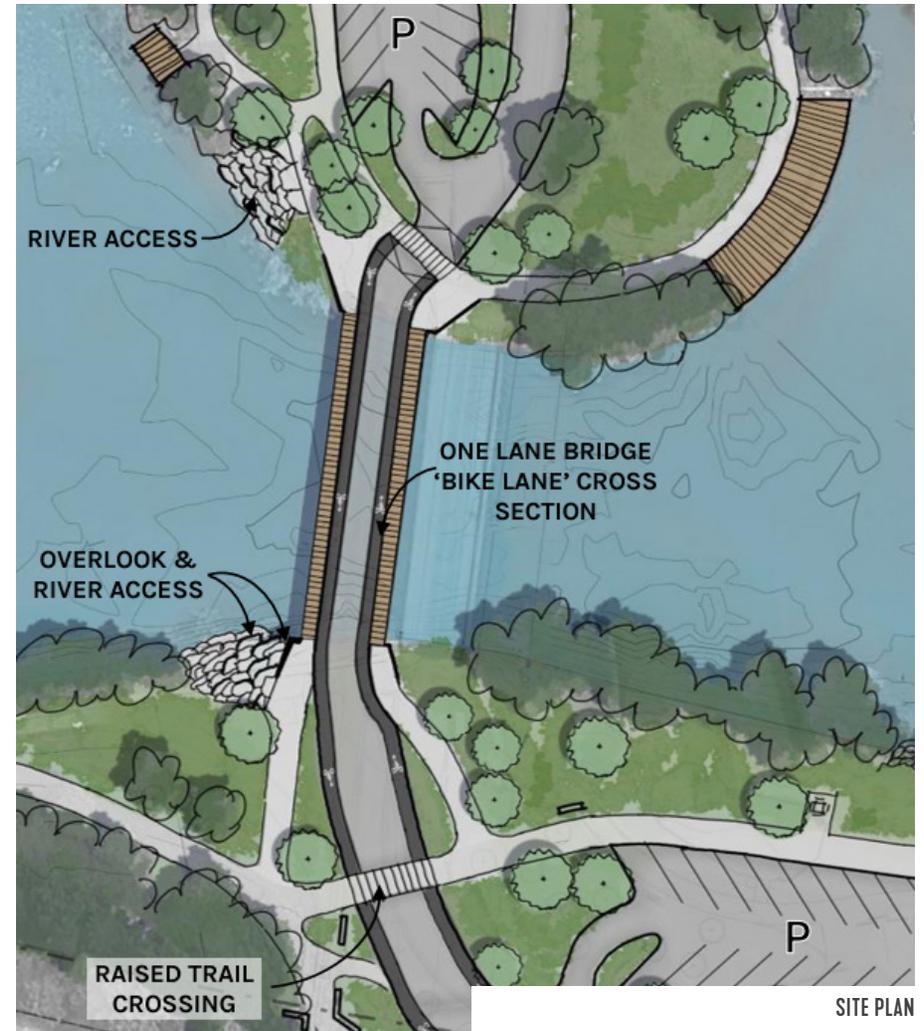
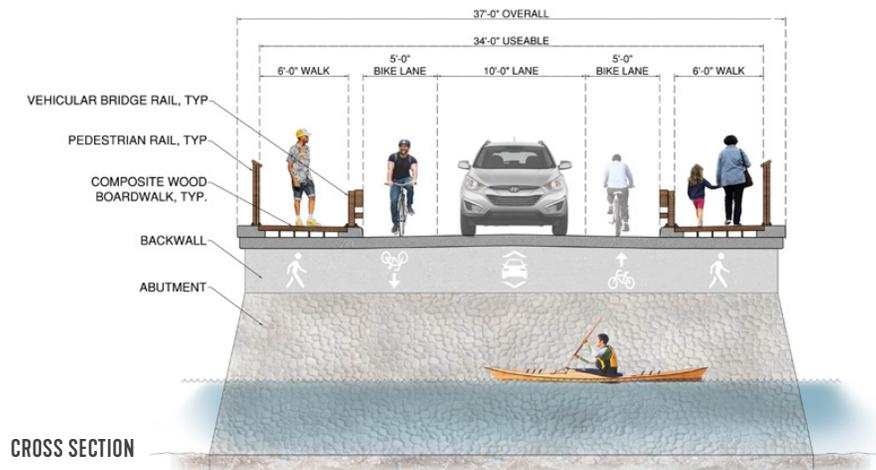
CROSS SECTION



SITE PLAN

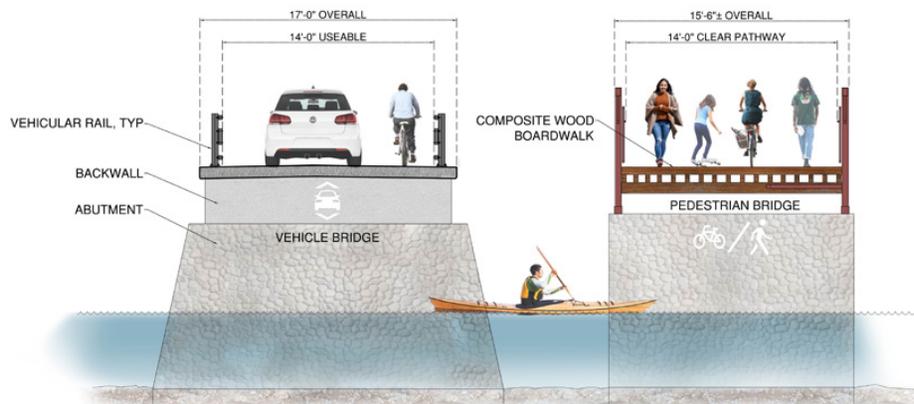
BIKE LANE BRIDGE OPTION

Different one-lane bridge cross sections were developed that explored the allocation of space between vehicles and non-motorists. Options were narrowed down by stakeholders and three were presented to the public. The bike lanes bridge cross section provided an option that physically separated cyclists and pedestrians, but did not offer a lot of additional space for pedestrians. This option was also not selected because it did not provide flexible space for non-motorized users or room for novice bicyclists not wanting to ride in the road.

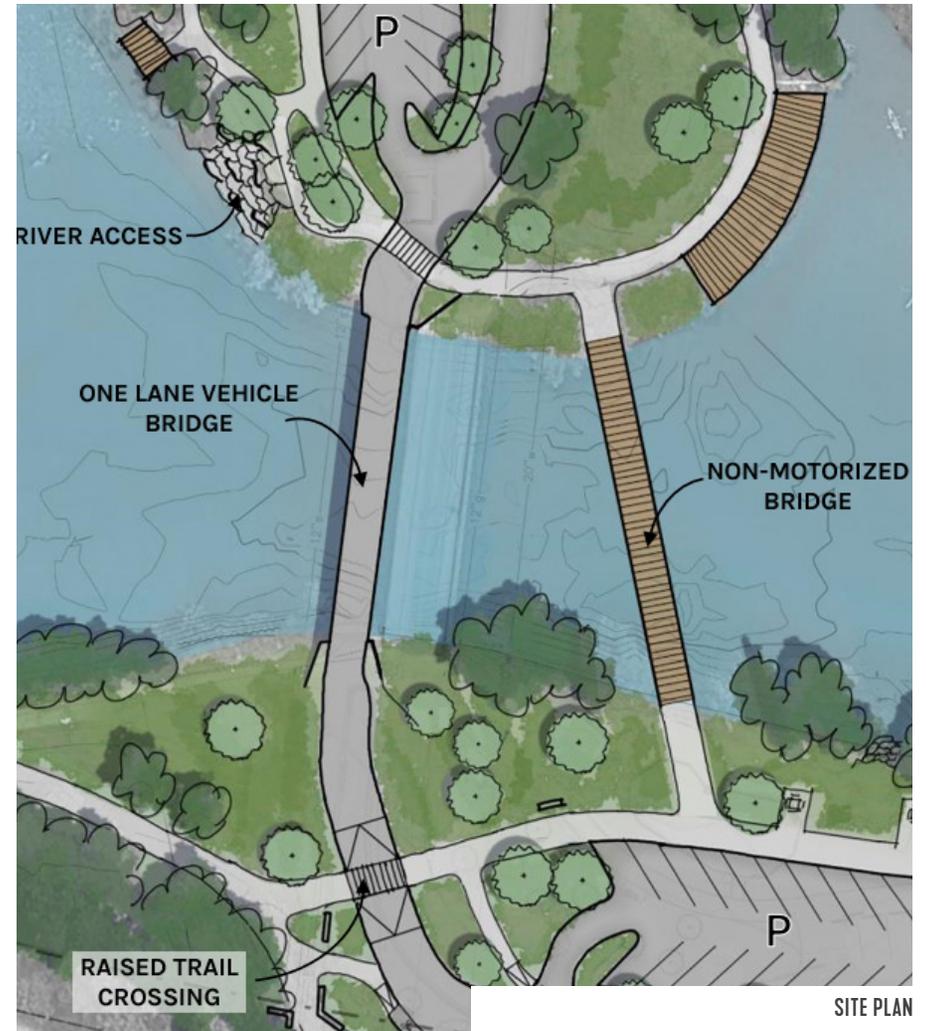


TWO BRIDGE OPTION

Another option explored was for separate vehicular and pedestrian bridges, which provided complete separation between motorists and enhanced the overall experience in this area by providing a more comfortable stopping and viewing area over the river that is away from the noise and congestion of vehicles. Although the two bridge option was similar in cost to the others, the preferred river view to the west would be visually interrupted. This option was also not selected because it would be hard to control pedestrians using the vehicular bridge and the layout of the pedestrian bridge could make for a less direct route for some users.



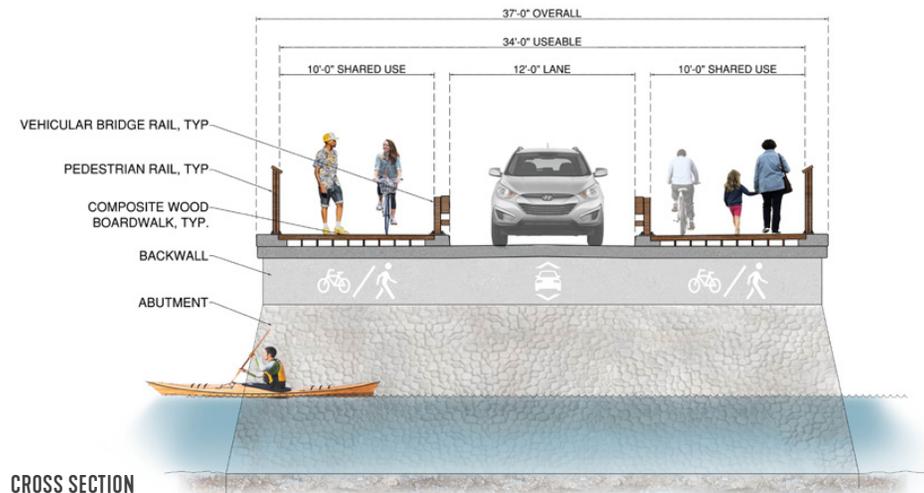
CROSS SECTION



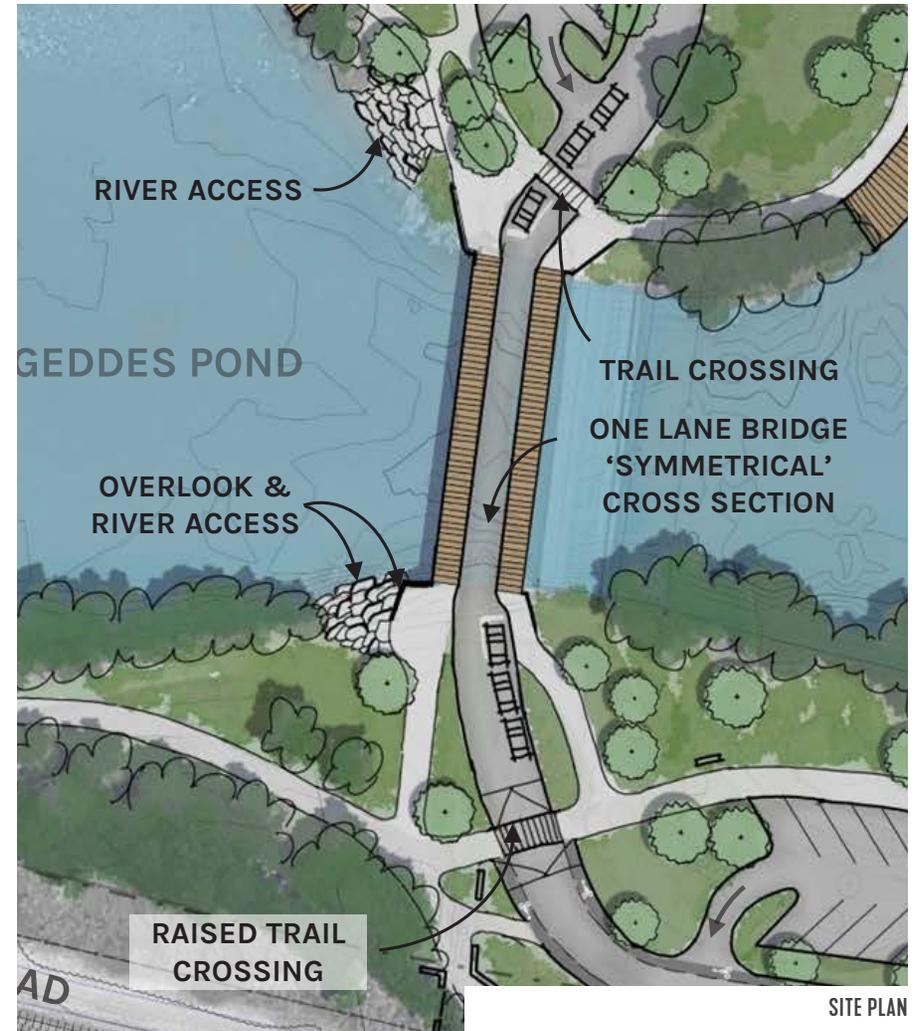
SITE PLAN

RECOMMENDED BRIDGE DESIGN

Based on meetings with the project stakeholders and the public, a the preferred bridge design was the “Symmetrical Bridge Option”, which consists of a single, 12-foot vehicular lane, with symmetrical, 10-foot raised shared-use paths on each side. A rendering of the proposed cross-section is on the following page. This cross section increases the width for non-motorized users approximately 5-feet on each side compared to the existing bridge. This bridge is preferred because it allows for more space for standing on the bridge while also allowing people to pass, it preserves westward views, provides more flexible space for users and allows for users to use the existing route.



CROSS SECTION

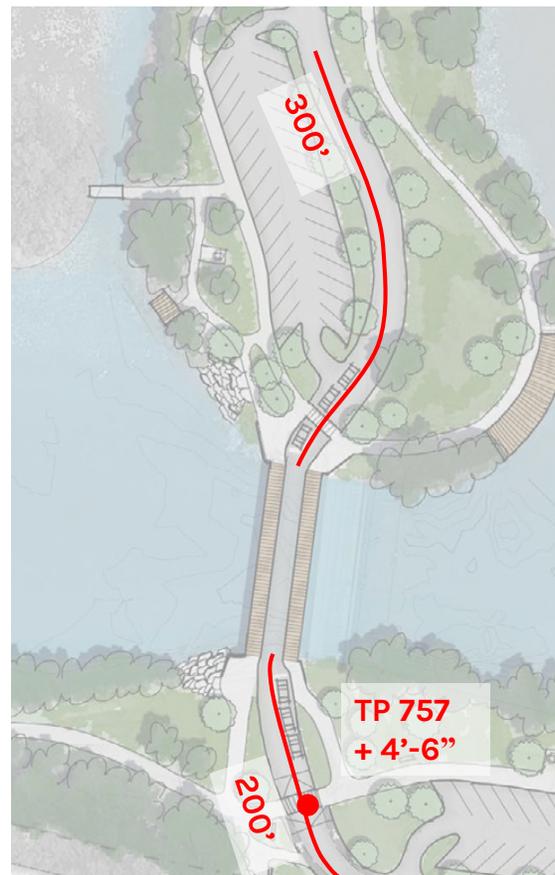


SITE PLAN

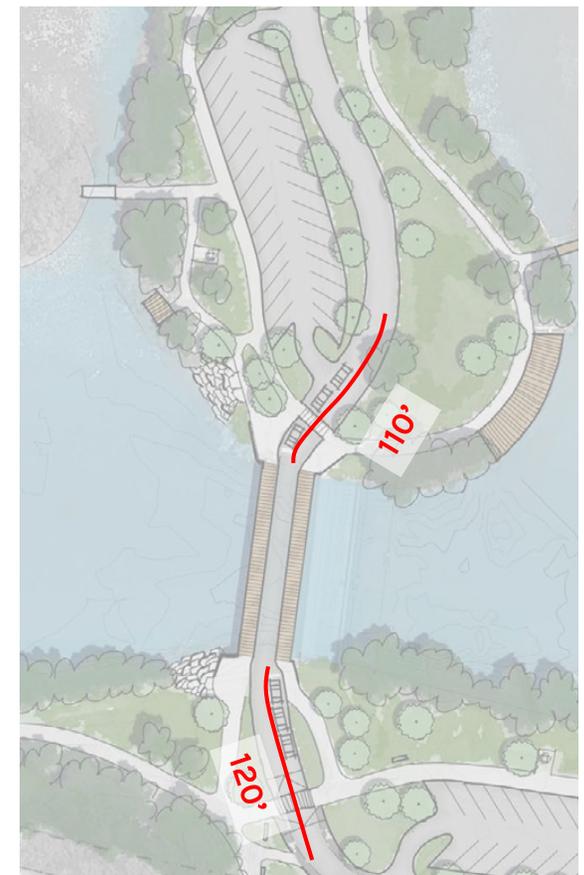
BRIDGE MATERIALITY

From a material perspective, there are three materials that are typically utilized for bridge beams: structural steel, prestressed concrete and glue-laminated timber. In order to achieve the required loading for emergency vehicles the timber beam would need to be more than double in depth resulting in more disturbance/fill and approach work. For example, the trail crossing on the south side would need to be raised 4 1/2-feet and the earthwork required would extend at least-200 feet along the park road.

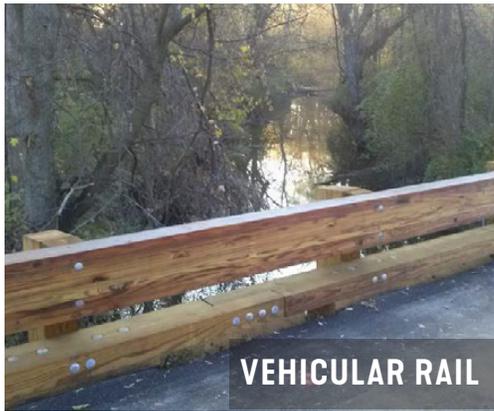
The vehicular bridge should incorporate natural materials so long as their durability and maintenance fits within the park's capacity. A vehicular rail made from timber beams and a composite decking on the non-motorized areas is recommended to provide warm touches of a wooden aesthetic. Part of Gallup Park's identity is the river cobble used on park signage and fence elements. A river cobble veneer on the bridge abutments is preferred to tie the bridge to the existing site.



SITE DISTURBANCE
WOOD BRIDGE



SITE DISTURBANCE
STEEL/CONCRETE BRIDGE



PARK ROAD AND TRAIL

DESIGN DRIVERS

The following design criteria was developed from input received from the community survey and steering committee. These served as the basis of design for the bridge

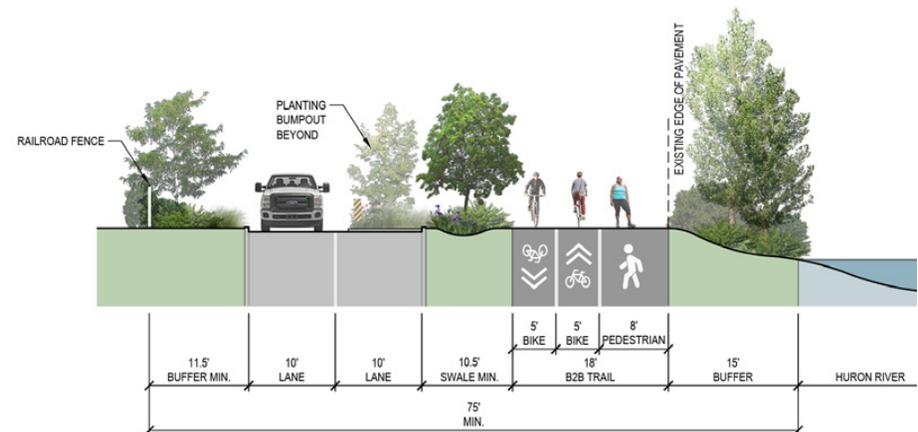
- 1 Increase the Border-to-Border Trail width to 12'-0" minimum to meet current trail standards and accommodate heavy use.
- 2 Provide stormwater management along the trail to align with the City of Ann Arbor's stormwater goals.
- 3 Aim to separate high-speed commuter cyclists from recreational trail users
- 4 Encourage slow vehicle speeds with road design.
- 5 Formalize and stabilize river access points with dedicated access.

DESIGN ALTERNATIVES EXPLORED

During the design process, four park road and Border-to-Border Trail configurations were explored to increase the capacity of the trail and provide different use zones for commuting and novice cyclists as well as other park users. Various traffic calming measures were studied in order to encourage slow vehicle speeds in the area. All options expanded the landscape buffer between the park road and trail to 10-feet, allowing for stormwater collection and shade trees. The options also kept the north side of the trail at its existing location approximately 15-feet from the river, creating a riparian buffer.

COMBINED BORDER-TO-BORDER TRAIL OPTION

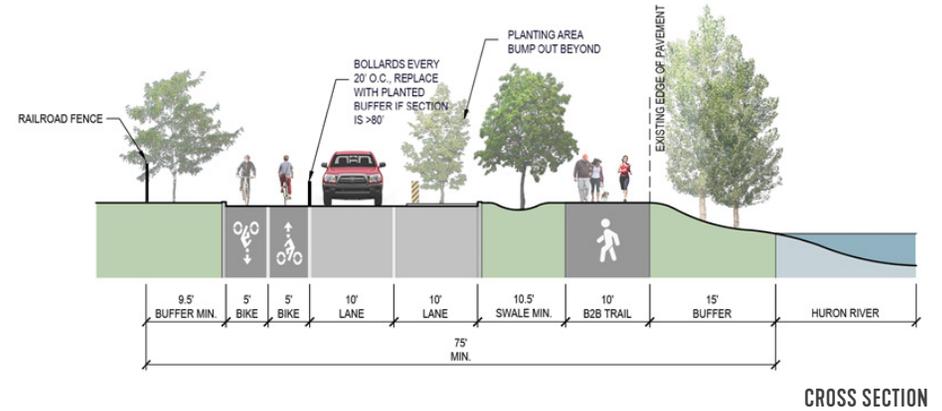
The combined Border-to-Border trail option expanded the existing trail to 18-feet and dedicated different use zones for cyclists and pedestrians. This option raised concerns about users staying in their use zone and included two very wide swaths of pavement. Commuting cyclists would also still desire to ride in the road with this option.



CROSS SECTION

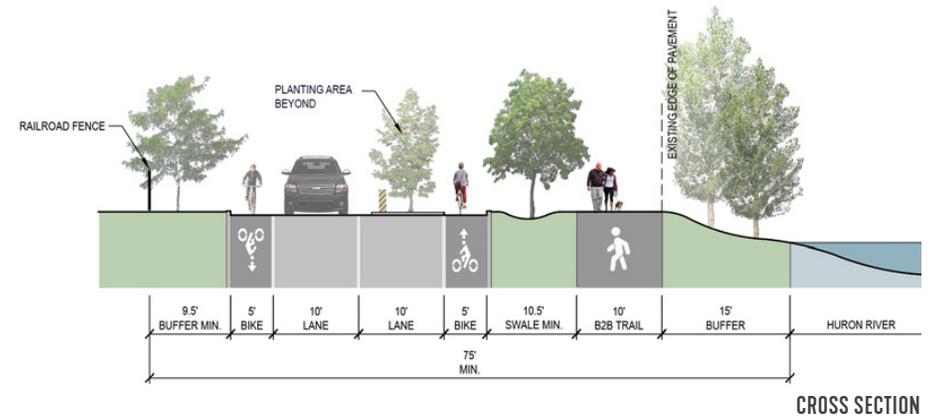
CYCLE TRACK OPTION

The cycle track cross option provides a safe and comfortable area for bicyclists that is physically buffered from vehicle traffic, but directing users to that area would prove difficult and the cross section includes a large surface area of hardscape. Buffered bike lanes would also attract recreational users and therefore would not help in separating commuters and recreational users. Runners may also use the cycle track and it could create confusion as to what is the B2B and what isn't.



BIKE LANE OPTION

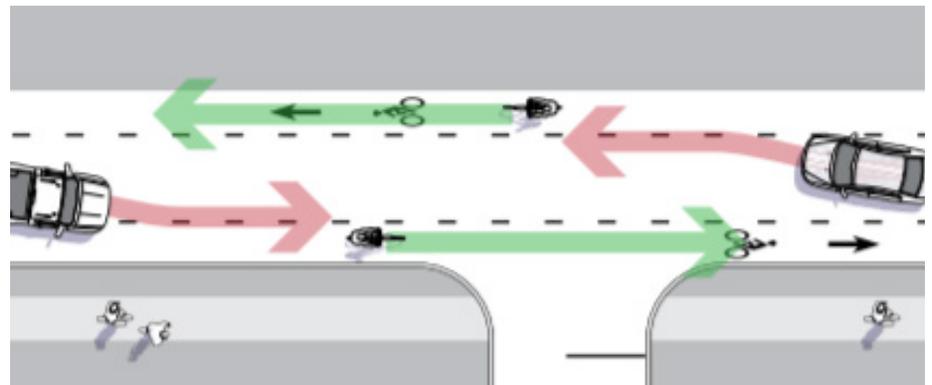
The bike lanes cross section options widens the current park road to provide dedicated bike lanes for cyclists. Traffic calming planting areas provide buffered areas between cyclists and vehicles. This option also includes a large amount of hardscape and may not be as comfortable for novice bicycle users. The volume of traffic and speeds on the park road also didn't warrant dedicated bike lanes.



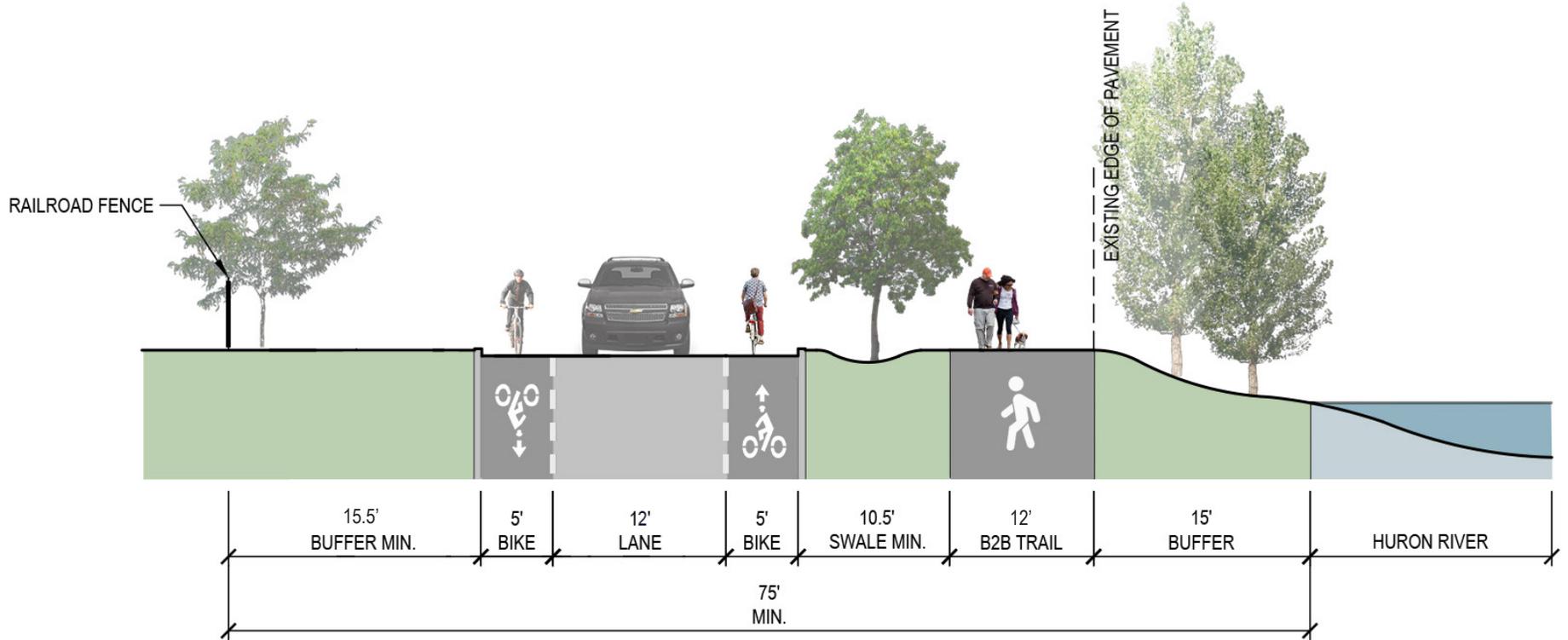
RECOMMENDED ROAD AND TRAIL DESIGN

Advisory bike lanes are a new design approach being installed in various road segments across Ann Arbor and the country. The road provides enough width for two-way traffic but advisory bike lane markings provide priority to cyclists and cause traffic to yield behind bicycle traffic. Because of the low-volume vehicular traffic, advisory bike lanes are most suitable for this area. This design has a reduced pavement width and cost compared to the other options and is largely how the street functions today. This road configuration offers a dedicated area for commuting cyclists and may also include speed humps for additional traffic calming. Additional signage and/or education may be necessary to inform users.

The Border-to-Border Trail is widened from 8-feet to 12-feet to accommodate the trail's heavy use and provide additional space for both pedestrians and novice and leisure cyclists.



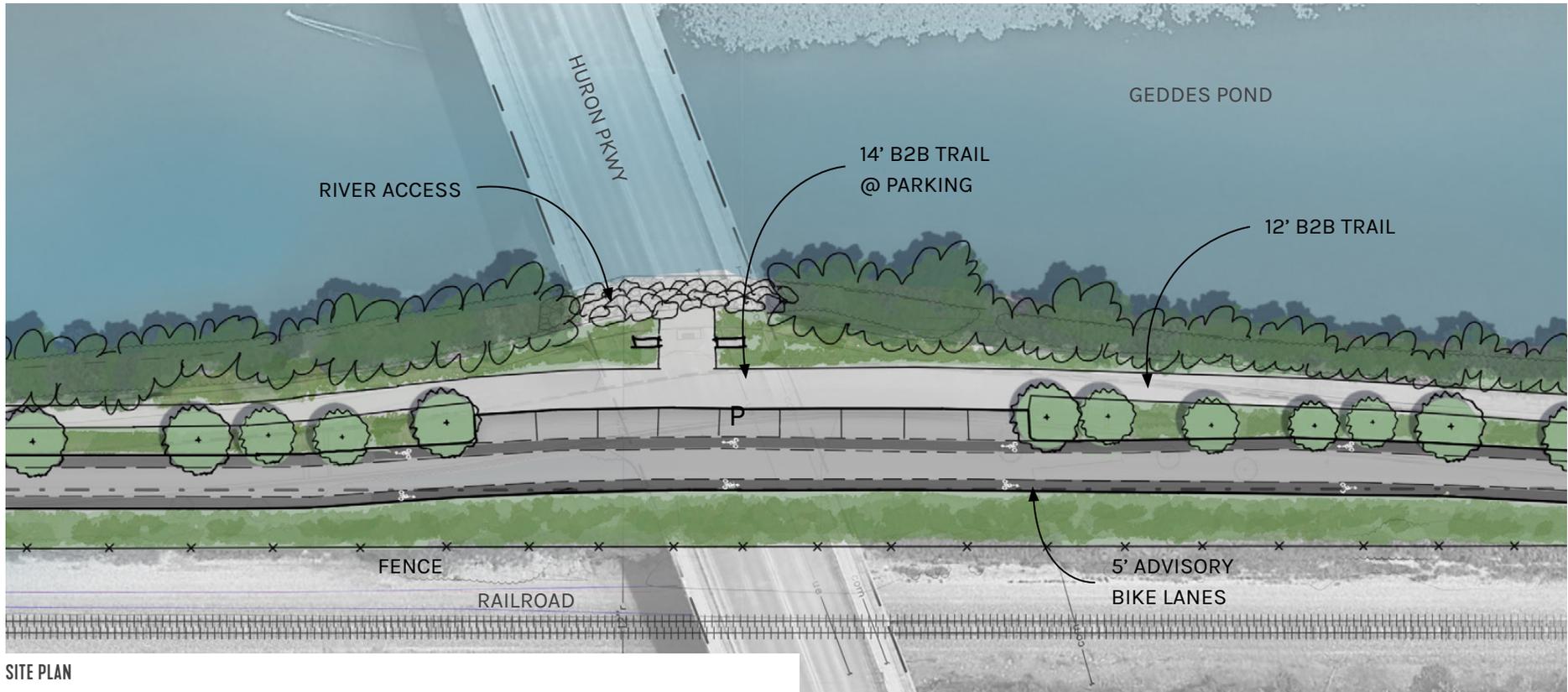
ADVISORY BIKE LANES



CROSS SECTION

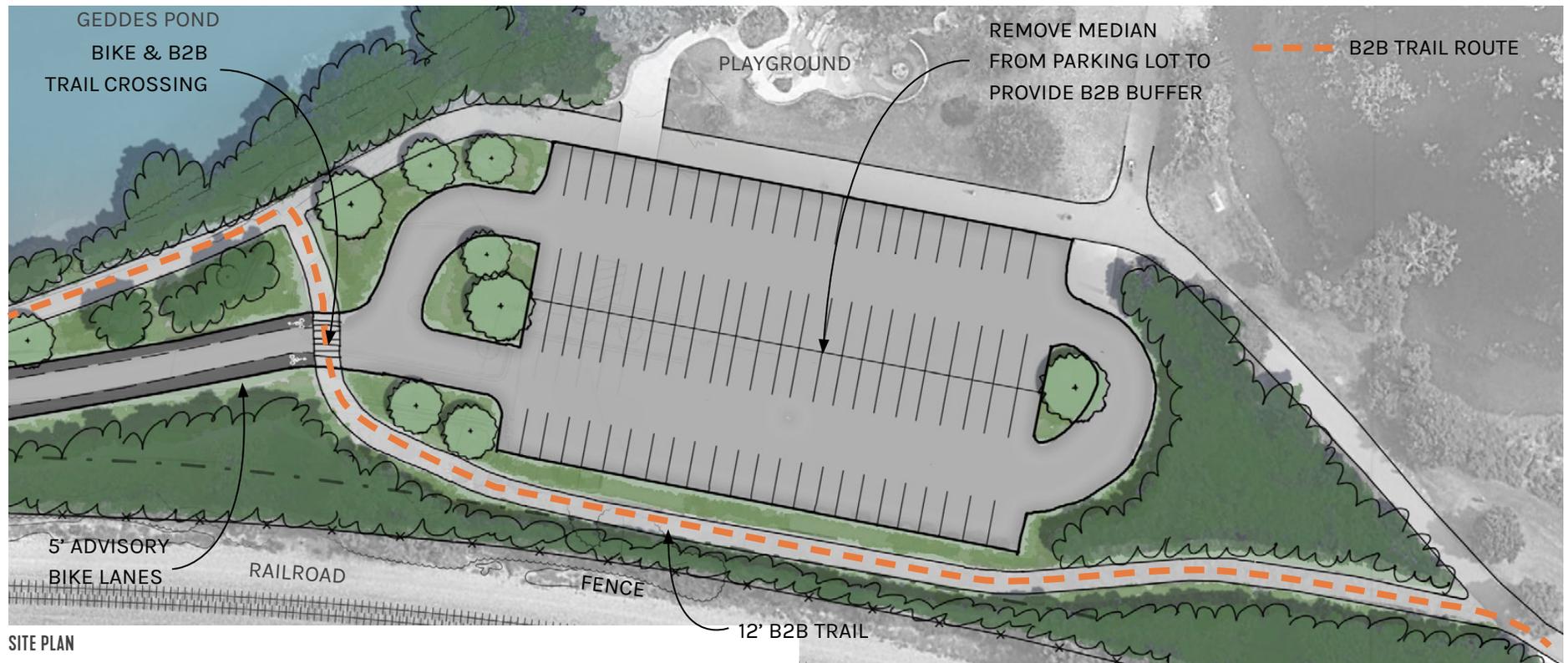
HURON PARKWAY BRIDGE AREA

The park road stretches about 2,000-feet from the vehicular bridge to the east end parking lot. In order to distribute parking along this area, additional parking spaces are provided at the Huron Parkway bridge overpass. This also provides an additional opportunity to calm traffic. A large river access area with steppable stone is included to provide additional fishing and river viewing.



EAST TRAIL CONNECTION

Currently the Border-to-Border Trail is routed north of the parking lot directly between the parking lot and the accessible playground. This area has many users crossing the trail from the parking lot to get to different areas of Gallup Park which creates conflicts with trail users. Removing the landscape median from the current parking lot will allow for enough space to re-route the Border-to-Border Trail south of the parking lot allowing trail users to avoid the parking lot and playground



SITE PLAN

ENTRY ROAD, PARKING AND TRAIL CROSSING

DESIGN CRITERIA

The following design criteria was developed from input received from the community survey and steering committee. These served as the basis of design for the bridge

- 1 Increase safety of the Border-to-Border crossing and improve the visibility for motorists.
- 2 Incorporate a vehicular turnaround north of the bridge.
- 3 Provide a designated river access point for kayakers and tubers entering and exiting the river to reduce erosion.
- 4 Encourage slow speeds on the bridge and park road by including a yield point at the one-lane bridge.
- 5 Move parking off street to reduce road congestion and increase safety.

DESIGN ALTERNATIVES EXPLORED

Various parking configurations were explored to increase parking supply and non-motorized traffic safety. On-street parking was considered but ultimately created too many conflict points for vehicles and pedestrians.

Another off-street configuration was considered (on page 70) that positioned off-street parking on the north side, to the east of the park road. This again forces many users to cross the road to get to their destinations, especially kayakers and tubers.



**ON-STREET PARKING
OPTION**



**OFF-STREET PARKING
OPTION**

ENTRY ROAD PARKING AND TRAIL CROSSING RECOMMENDED DESIGN

The Gallup Park entry road currently has parking directly on the street, causing congestion on the park road and multiple non-motorized conflicts:

- Pedestrians crossing the street from parking to get the rail/playground.
- Parked cars do not have great visibility of the road
- Bicyclists using the road conflict with pull-in parking

Moving parking off the street removes these conflicts and creates an opportunity for a turnaround point before crossing the bridge. The causeway and area north of the railroad are very narrow. The parking lot design uses an angled and one-way layout in order to minimize the parking footprint and pavement in the area.

The Border-to-Border Trail crossing is shifted south of the bridge to increase visibility and a tabled crossing is included to further encourage traffic calming in the area. Multiple new designated river access points are proposed for tubers and kayakers to reduce erosion happening at current informal entry and exit points. Additional river access points are included east of the bridge for fishing and river viewing.



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03

COST SUMMARY AND PHASING



COST SUMMARY

Depending on available funding, the vehicular bridge, park road and trail projects could be phased or built as one complete project. If phased separately, the vehicular bridge and required approach work is estimated to be approximately **\$2.3 million**. The park road, trail and parking lot project is estimated to be approximately **\$4.5 million** for a total of **\$6.8 million**.

BRIDGE DETAILED COST ESTIMATE

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
BRIDGE APPROACH					
0001	Pavement (roadway) Removal	1,935	SF	\$2.00	\$3,870.00
0002	Backfill, Select	130	CY	\$19.61	\$2,549.30
0003	Aggregate Base, 6"	215	SY	\$12.00	\$2,580.00
0004	HMA, Roadway Approach (6")	75	Ton	\$120.00	\$9,000.00
Bridge Approach Total					\$17,999.30
BRIDGE REPLACEMENT					
0005	Structures, Rem	1	LSUM	\$200,000.00	\$200,000.00
0006	Backfill, Structure, CIP	400	CY	\$26.50	\$10,600.00
0007	Excavation, Fdn	700	CY	\$15.00	\$10,500.00
0008	Pile Driving Equipment, Furn	1	LSUM	\$80,000.00	\$80,000.00
0009	Pile, Steel, Furn and Driven, 12 inch	3,300	FT	\$31.50	\$103,950.00
0010	Pile Point, Steel	80	EA	\$175.00	\$14,000.00
0011	Bridge Ltg, Oper and Maintain	175	CYD	\$1.96	\$343.00
0012	Expansion Joint Device	76	FT	\$199.72	\$15,178.72
0013	Reinforcement, Steel, Epoxy Coated	83,500	LB	\$1.19	\$99,365.00

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
0014	Substructure Conc	310	CY	\$470.00	\$145,700.00
0015	Superstructure Conc, Form, Finish, and Cure, Night Casting	1	LSUM	\$125,000.00	\$125,000.00
0016	Superstructure Conc, Night Casting, High Performance	175	CY	\$215.00	\$37,625.00
0017	Bearing, Elastomeric, 1 1/2 inch	9,216	SIN	\$1.06	\$9,768.96
0018	Prest Conc Box Beam, Furn, 27 inch	840	FT	\$210.00	\$176,400.00
0019	Prest Conc Box Beam, Erect, 27 inch	840	FT	\$15.00	\$12,600.00
0020	_ Wood Decking, Composite	2,800	SF	\$50.00	\$140,000.00
0021	_ Bridge Railing, Aesthetic Timber, Pedestrian	280	FT	\$125.00	\$35,000.00
0022	_ Bridge Railing, Timber, Vehicular	280	FT	\$95.00	\$26,600.00
0023	_ Cobblestone Facing	750	SF	\$45.00	\$33,750.00
				Bridge Replacement Total	\$1,276,380.68
				BRIDGE SUBTOTAL	\$1,294,379.98
				Contingency at Schematic Design (25%)	\$323,595.00
				Subtotal	\$1,617,974.98
				General Conditions* (20%)	\$323,595.00
				Construction Inspection (12%)	\$194,157.00
				Engineering Fees (12%)	\$194,157.00
				Bridge Estimate Total	\$2,329,883.96

PARK ROAD AND TRAIL DETAILED COST ESTIMATE

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PARK ROAD AND PARKING SITE PREPARATIONS, REMOVALS					
0024	Clearing	4	AC	\$5,000.00	\$20,000.00
0025	Tree Removal (6" and larger)	40	EA	\$500.00	\$20,000.00
0026	Pavement (roadway) Removal	112,000	SF	\$2.00	\$224,000.00
Site Preparations, Removals Total					\$264,000.00
PARK ROAD AND PARKING SITE PREPARATIONS, PAVING					
0027	Erosion control, Silt Fence	3,000	LF	\$5.00	\$15,000.00
0028	Grading/Earthwork	5,000	CY	\$10.00	\$50,000.00
0029	Traffic Control	1	LS	\$20,000.00	\$20,000.00
0030	Geotextile Stabilization	10,000	SY	\$2.00	\$20,000.00
0031	Tree Protection	20	EA	\$250.00	\$5,000.00
Site Preparations, Paving Total					\$110,000.00
PARK ROAD AND PARKING PAVING					
0032	Roadway/Path Final Grading	6,000	LF	\$5.00	\$30,000.00
0033	Parking Lot Final Grading	7,100	SY	\$5.00	\$35,500.00
0034	Aggregate Base, 10"	13,600	SY	\$18.00	\$244,800.00
0035	HMA, Roadway & Parking (6")	4,425	Ton	\$120.00	\$531,000.00
0036	Straight Curb	6,700	LF	\$25.00	\$167,500.00
0037	Gutter spillways	25	EA	\$1,000.00	\$25,000.00
0038	Pavement Marking	1	LS	\$5,000.00	\$5,000.00
0039	Riprap (each spillway)	20	EA	\$500.00	\$10,000.00
Paving Total					\$1,048,800.00

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PARK ROAD MISCELLANEOUS					
0040	New Overlook @ Causeway	1	EA	\$50,000.00	\$50,000.00
0041	River Access Along Path	6	EA	\$2,000.00	\$12,000.00
0042	Tube & Kayak Launch (N & S Sides)	1	EA	\$25,000.00	\$25,000.00
0043	Stacked Stone Overlook at Huron Pkwy	1	EA	\$25,000.00	\$25,000.00
0044	Drainage	1	EA	\$50,000.00	\$50,000.00
Park Road Miscellaneous Total					\$162,000.00
PARK ROAD LANDSCAPE & FURNISHINGS					
0045	Canopy Trees	100	EA	\$400.00	\$40,000.00
0046	Planting Bed	133,146	SF	\$4.00	\$532,584.00
0047	Plant Soil (Bioswale 9" depth)	2,440	SY	\$22.00	\$53,680.00
0048	Benches	12	EA	\$2,500.00	\$30,000.00
0049	Bike Racks	6	EA	\$800.00	\$4,800.00
0050	Trash Receptacles	3	EA	\$2,000.00	\$6,000.00
0051	Water Fountains	2	EA	\$5,000.00	\$10,000.00
0052	Picnic Tables	4	EA	\$5,000.00	\$20,000.00
Landscape & Furnishings Total					\$697,064.00
PARK ROAD & PARKING IMPROVEMENTS					\$2,281,864.00
Contingency at Schematic Design (25%)					\$570,466.00
Subtotal					\$2,852,330.00
General Conditions* (20%)					\$570,466.00
Construction Inspection (12%)					\$342,279.60
Engineering Fees (12%)					\$372,099.60
Park Road & Parking Estimate Total					\$4,170,355.20

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
B2B TRAIL GRANT ELIGIBLE					
0027	Pavement (path) Removal	28,000	SF	\$1.10	\$30,800.00
0035	Aggregate Base, 6"	2,800	SY	\$12.00	\$33,600.00
0038	HMA, Path (3")	995	Ton	\$120.00	\$119,400.00
0042	Signage/Kiosk	1	LS	\$15,000.00	\$15,000.00
Grant Eligible Total					\$294,800.00
B2B TRAIL GRANT ELIGIBLE IMPROVEMENTS					\$198,800.00
Contingency at Schematic Design (25%)					\$49,700.00
Subtotal					\$248,500.00
General Conditions* (20%)					\$49,700.00
Construction Inspection (12%)					\$29,820.00
Engineering Fees (12%)					\$29,820.00
B2B Trail Grand Eligible Estimate Total					\$357,840.00

BRIDGE, PARK ROAD & B2B TRAIL TOTAL	\$6,795,079.16
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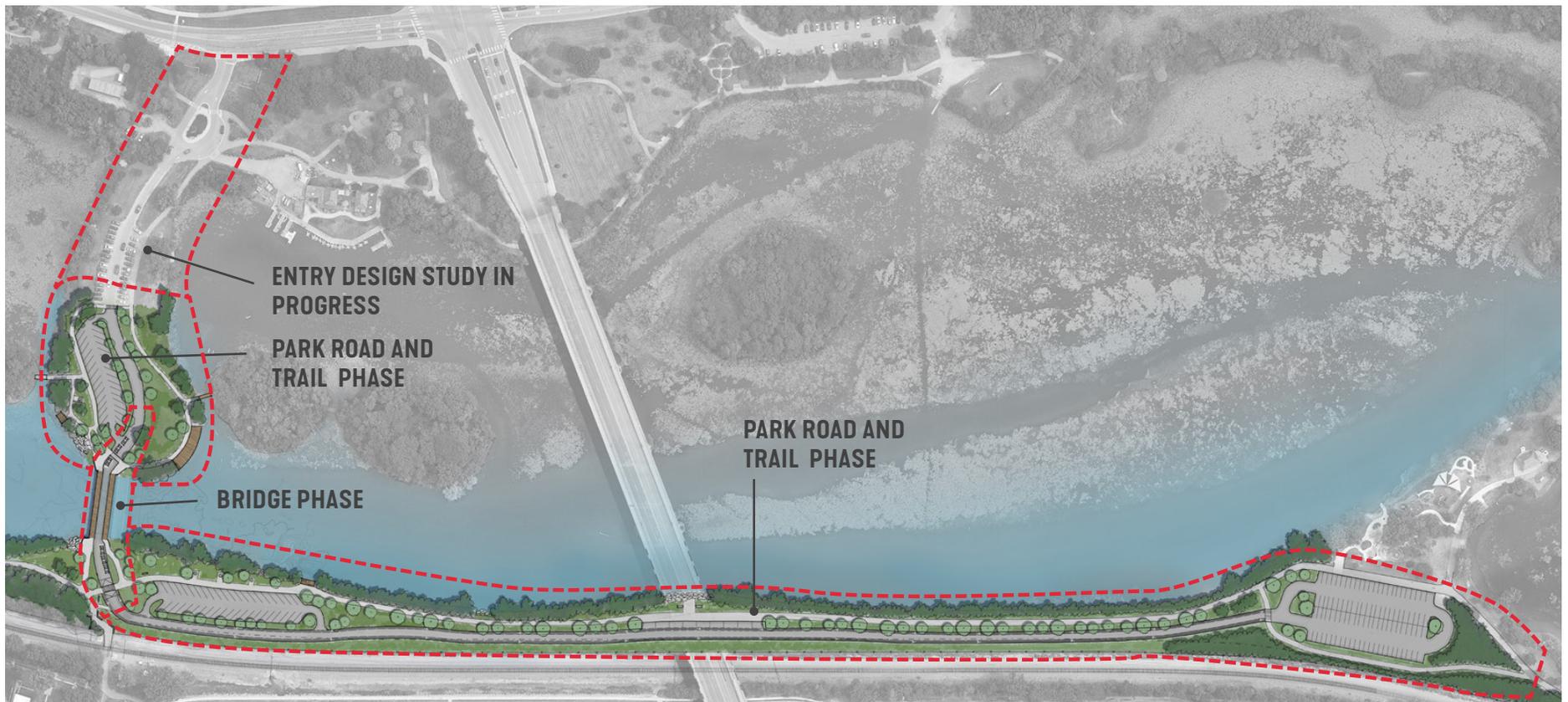
Notes: Estimate does not include Escalation and Playground Replacement

Estimate does not include Lighting or Inspections by City/State engineering or regulatory agencies. (i.e. railroad inspector)

*General Conditions Generally Includes: Mobilization, Staking/Layout, Bonding/Insurance, Permits, Testing and Site management**

**Site Management Generally Includes: Trailer/office, Office/Administration, Superintendent, Temporary Utilities, Safety Measures, Security, Signage, Cleanup/Dumpster

PHASING PLAN



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APPENDIX A

OUTREACH



STEERING COMMITTEE MEETING #1

The project team met with various City of Ann Arbor and Washtenaw County representatives at Gallup Park on August 5, 2020. The purpose of this meeting was to establish design criteria for the vehicular bridge, park road and trail. Attendees were given a brief project overview and summary of the ongoing initial public outreach survey. They then participated in three "post-it" exercises to initiate conversation and begin to organize project goals. The following boards are answers the steering committee gave when asked "It would be great if..." for the three major project elements.

STEERING COMMITTEE MEMBERS

City of Ann Arbor

- Hillary Hanzel, Park Planner
- Adam Fercho, Park Planner
- Mike Nearing, Engineer
- Scott Spooner, Park Operations Manager
- Cheryl Saam, Gallup & Argo Liveries Manager
- Cynthia Redinger, Transportation Engineer
- Heather Seyfarth, Planner

Washtenaw County Parks & Recreation

- Peter Sanderson, Park Planner

IT WOULD BE GREAT IF...

VEHICLE BRIDGE

IT WOULD BE GREAT IF...

B2B TRAIL

- Was wider through the Park area

WIDEN

- The B2B Trail had more separation from the parking areas

IMPROVE INTERFACE W/BRIDGE/ROAD

WAYFINDING - KNOW WHATS WHERE...

GALLUP IDENTITY / PLANNING

SUSTAINABILITY ELEMENTS

B2B TRAIL HEAD AREA

FEEL SEPARATE FROM ROAD/BRIDGE.

Separate commuter bikes from peds & recreation

Wider path - 10' min but maybe more due to winds

LOOKED MORE INVITING

Provision for higher speed through bikes

SIGNAGE IMPROVEMENTS

Wider trail

Ped/Bike Counters (TAP)

BUT FOR FROM ROAD/CARS VISUAL & SAFETY

Better offset & sightlines at bridge crossing. Stop signs?

LESS TURF?

ADA Compliance @ crossings

CONSIDER OPENING RIVER VIEWS

Separate trail from road

Signs & distance

Connections & views to river. More park-like experience

IMPROVE CAPACITY WALKERS/ROGS VS. BIKES

Change trail crossing at 1 lane bridge

More break out points to river

More shade trees on swim side

Consider shy distance -

Crossing @ moved to improve sight distance

Areas to pull off trail and stop at views, others.

IT WOULD BE GREAT IF...

PARK ROAD

Trees or
Vegetation
buffer
between
path

ADA Compliance
& better
way finding

Experiential

- Separate parking
from the road.

turn
around
before
the bridge

Narrower
to
encourage
slower
speeds

Traffic calming
elements include
hor. deflection.
Eg. Pinch points

SEPARATE
VEHICLES AND
TUBERS exiting
TOWER.

- remove bumper
blocks from
roadway

SUSTAINABLE
ELEMENTS
(EV)

More
meandering
/interesting
alignment

Consider on-
street bike
facilities to
ease congestion

Protective of kids
running onto Road

DROP OFF
AREA

More views
of the
River

On pavement
Art to
create places
instead of
just a through

PEDESTRIAN
SAFETY/
DRIVER
VISIBILITY

FLOODING/
DRAINAGE
(POTHOLES)

WALKWAY
AROUND
PARKING

No
speed
bumps

Bridge
congestion

EASE OF
MAINTENANCE
(SNOW)

More
parking

Keep
traffic
slow

More trees
between
road + path

Signage
(Keep going
for pavilions)

stop
bridge
jumpers

Separate
bikes/walkers
on bridge

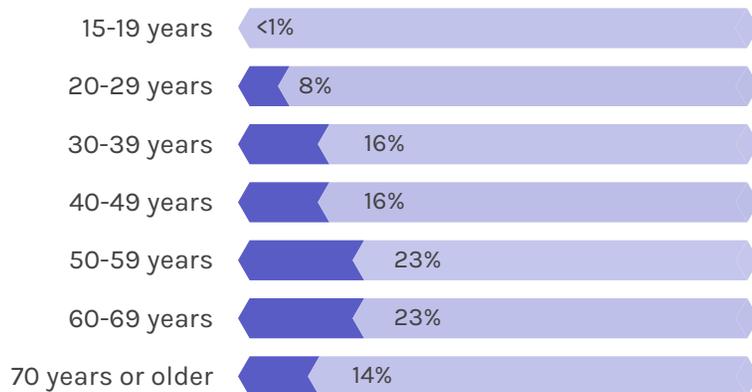
IMPROVED TRAFFIC
CALMING (NO SPEED
BUMPS)
INTEGRATED STORM
WATER MANAGEMENT
LESS TURF GRASS
MORE PARKING?
Narrow Road

INITIAL PUBLIC INFORMATION GATHERING

The initial outreach to the community was done through an online survey. The community survey was open from July 25, 2020 to August 13, 2020 and was distributed online through the Ann Arbor Open City Hall portal and advertised through the City’s social media channels and GovDelivery notification system. Signs advertising the survey were also posted at Gallup Park along the Border-to-Border Trail in order to reach a wide demographic of park users. The survey was used to gather a wide range of community input, and this information was considered during design development. The survey had 576 responses.

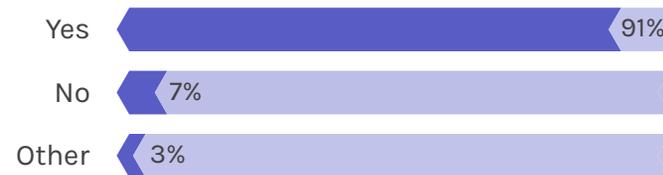
RESPONSE DEMOGRAPHICS

The below graph displays the average age of respondents taking the community survey. The largest respondent groups were 50-59 (23%) and 60-69 (23%).



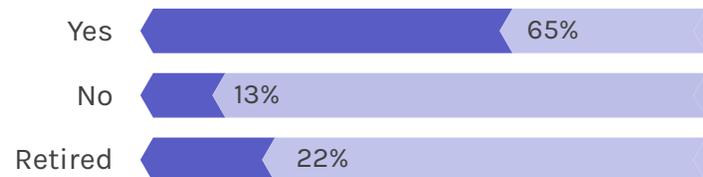
LIVE IN ANN ARBOR

The graph below shows that 91% of respondents live in the City of Ann Arbor.



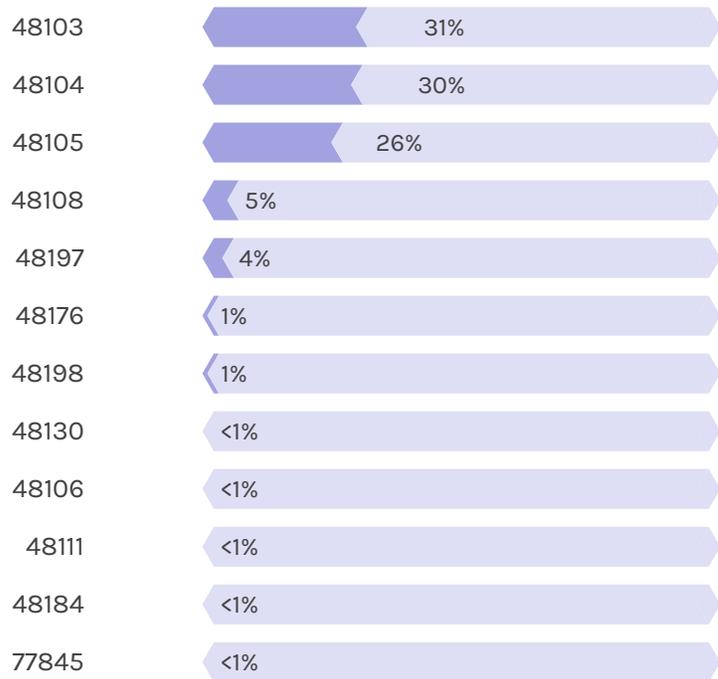
WORK IN ANN ARBOR

65% of respondents work in the City of Ann Arbor and 22% are retired.



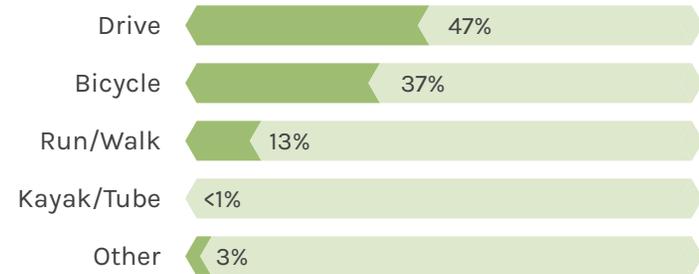
ZIP CODES

The graph below displays respondents zip codes. The largest zip code group was 48103 (33%) followed by 48104 (30%) and 48105 (26%).



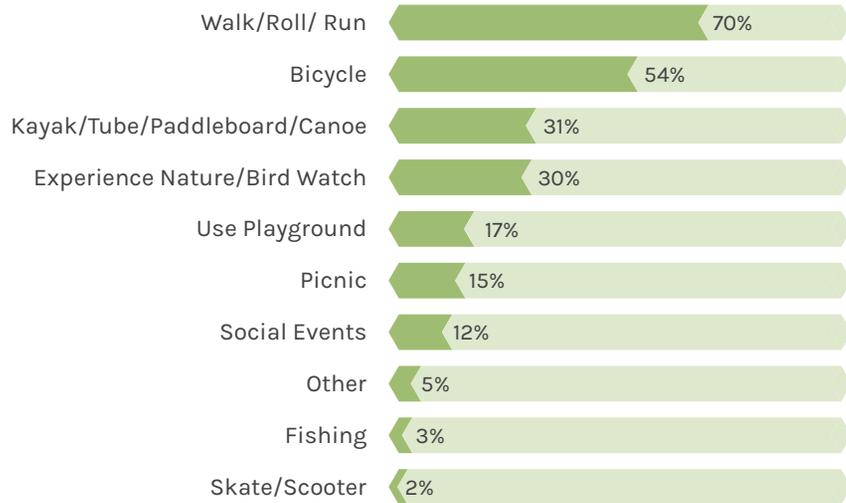
TRAVEL TO PARK

When asked, “Think of the past few times you’ve visited Gallup Park. How did you get to the park?”, most respondents answered drive (47%), but over half of the respondents did not drive to the park. Cycling was the second most popular mode of transportation (37%).



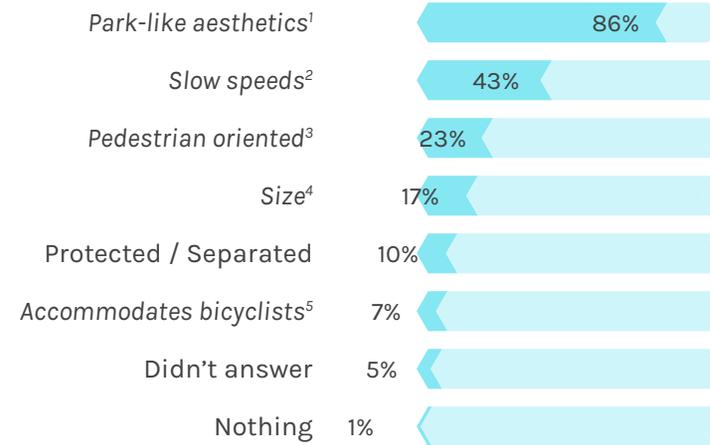
PARK USE

When asked, “Why do you typically visit Gallup Park?”, Walk/Roll/Run was the top answer (70%) followed by Bicycle (54%). This is strong evidence that most respondents are coming to use the Border-to-Border and Gallup Park trails. (Respondents could choose more than one answer.)



VEHICLE BRIDGE: LIKE

When asked, “What do you like about the existing bridge?”, most of the responses mentioned the existing park-like aesthetics (approximately 89%). Approximately 44% of respondents like the slow speeds of the current bridge.

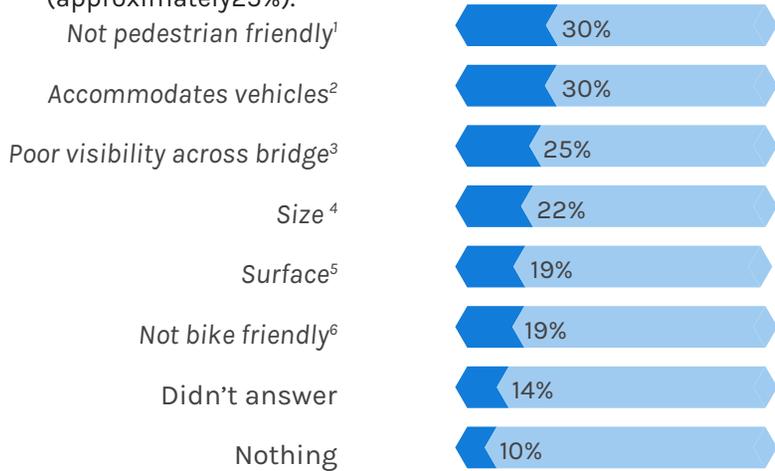


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

- 1. charm, aesthetics, natural, character, feel, unique, quaint, look, park, rustic, wood
- 2. speed, slow, traffic
- 3. pedestrian, walk, path
- 4. small, size, single lane, one lane, narrow
- 5. bike, bicycle

VEHICLE BRIDGE: DON'T LIKE

When asked, “What don’t you like about the existing bridge?”, approximately 30% of respondents answered that it is not pedestrian friendly. Respondents also did not like that the bridge accommodates vehicles (approximately 26%) and the poor visibility across the bridge (approximately 25%).

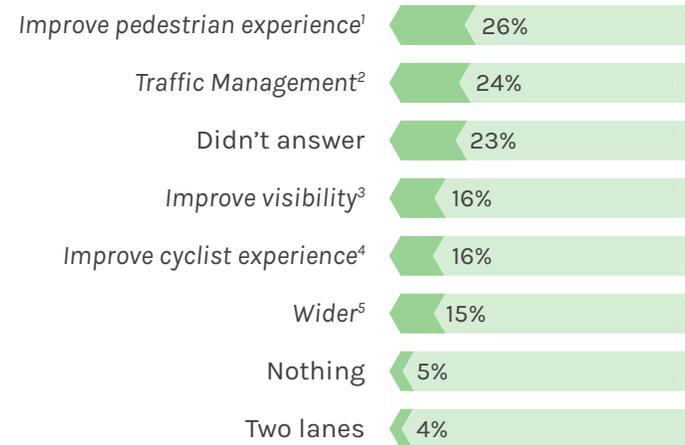


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

1. pedestrian, walk, path
2. car, vehicle, traffic
3. see, cross, visibility
4. small, size, single lane, one lane, narrow
5. surface, repair, boards, slip, wood
6. bike, bicycle

VEHICLE BRIDGE: MORE ENJOYABLE

When asked, “Think about the last time you crossed over the Gallup Bridge. What would make it more enjoyable?”, the top responses were to improve the pedestrian experience (approximately 26%) and better traffic management (approximately 25%).

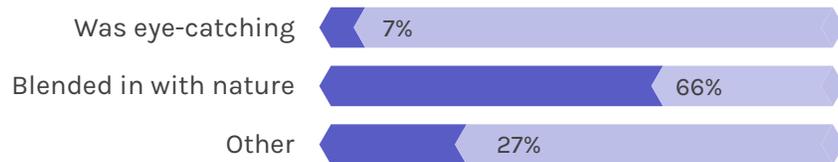


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

1. pedestrian, walk, path
2. car, vehicle, traffic
3. see, cross, visibility
4. bike, bicycle
5. wide, space, room

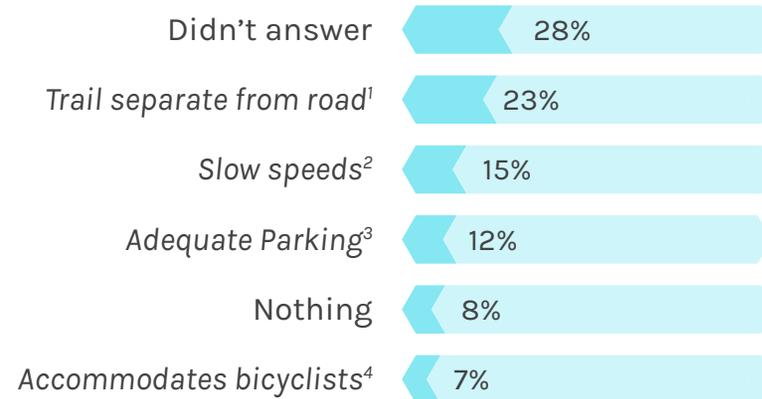
BRIDGE: PREFERENCE

66% of respondents would prefer if the new bridge blended in with nature. Only 7% prefer the new bridge to be eye catching.



PARK ROAD: LIKE

When asked, “What do you like about the adjacent park road?”, approximately 23% of respondents mentioned that it is separated from the trail. Slow speeds were the next mentioned response (about 15%).

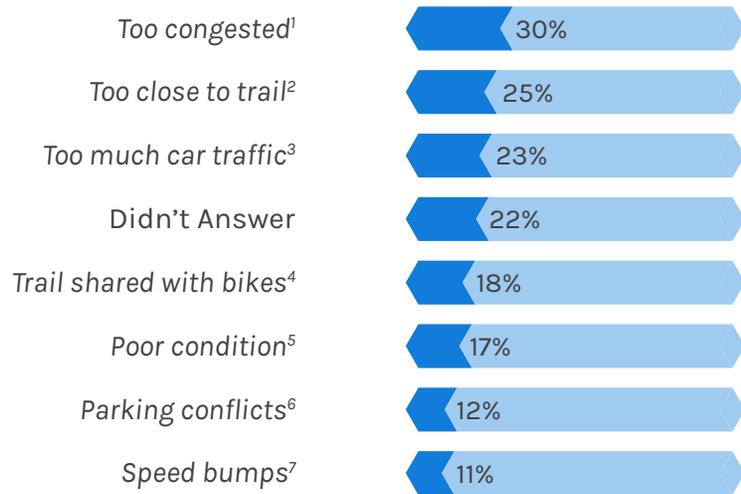


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

1. pedestrian, walk, path, trail, B2B
2. car, vehicle, traffic, speed bump
3. parking
4. bike, bicycle

PARK ROAD: DON'T LIKE

When asked, “What don’t you like about the adjacent park road?”, approximately 30% respondents answered that it is too congested. Respondents also mentioned it is too close to the trail (approximately 25%) and that there is too much car traffic (approximately 23%).



Percentages are qualitative in nature and were deduced from respondent answers including the words below:

- 1. wide, space, room, congested, narrow, people, pedestrian
- 2. walk, path, trail
- 3. car, vehicle, traffic
- 4. bike, bicycle
- 5. potholes, condition, pavement
- 6. parking
- 7. speed, slow

PARK ROAD: MORE ENJOYABLE

When asked, “What would make this section of the park road more enjoyable?”, the top responses mentioned more separation between the trail (approximately 33%). Separation between bikes and pedestrians would also make the park road more enjoyable (approximately 22%).



Percentages are qualitative in nature and were deduced from respondent answers including the words below:

- 1. walk, path, trail, pedestrian
- 2. bike, bicycle
- 3. parking

B2B TRAIL: LIKE

When asked, “What do you like about this section of the Border-to-Border Trail?”, the top answer was being adjacent to the river (approximately 37%). Approximately 5% of respondents like that the trail connects to the Border-to-Border and the park loop.

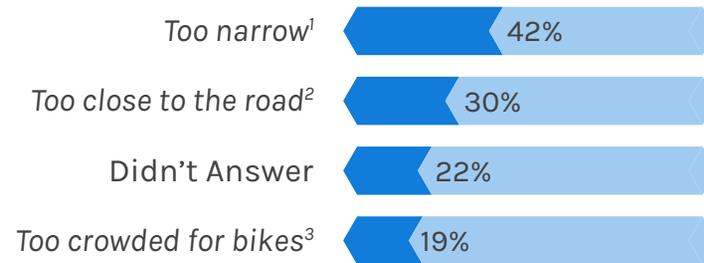


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

1. river, water, view
2. path, trail
3. walk
4. bike, bicycle

B2B TRAIL: DON'T LIKE

When asked, “What don't you like about this section of the Border-to-Border trail?”, approximately 43% of respondents answered that the trail is too narrow. Answers also reflected the trail is too close to the road (approximately 30%).

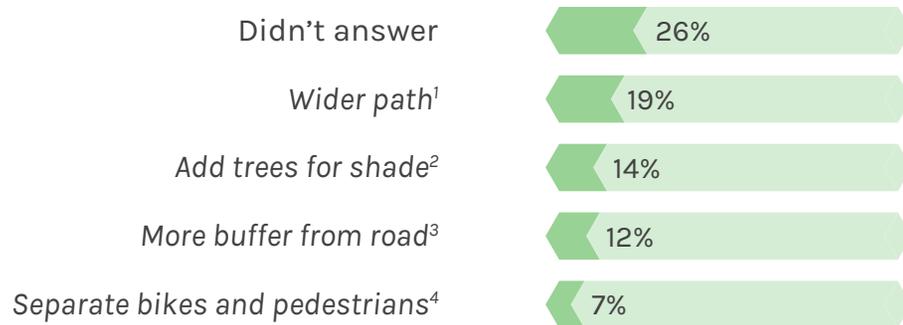


Percentages are qualitative in nature and were deduced from respondent answers including the words below:

1. congested, crowded, pedestrians, narrow, walking
2. road, car
3. bike, bicycle,

B2B TRAIL: MORE ENJOYABLE

When asked, “Think about the last time you were on this section of the Border-to-Border Trail. What would make it more enjoyable?”, approximately 19% of respondents mentioned a wider path. Trees and shade were also included in approximately 14% of the responses. 26% of respondents did not answer the question but this could be due to that it was the last one in the survey.



Percentages are qualitative in nature and were deduced from respondent answers including the words below:

- 1. wider*
- 2. trees, shade*
- 3. road*
- 4. separate*

MAPPING: LIKES/CONCERNS

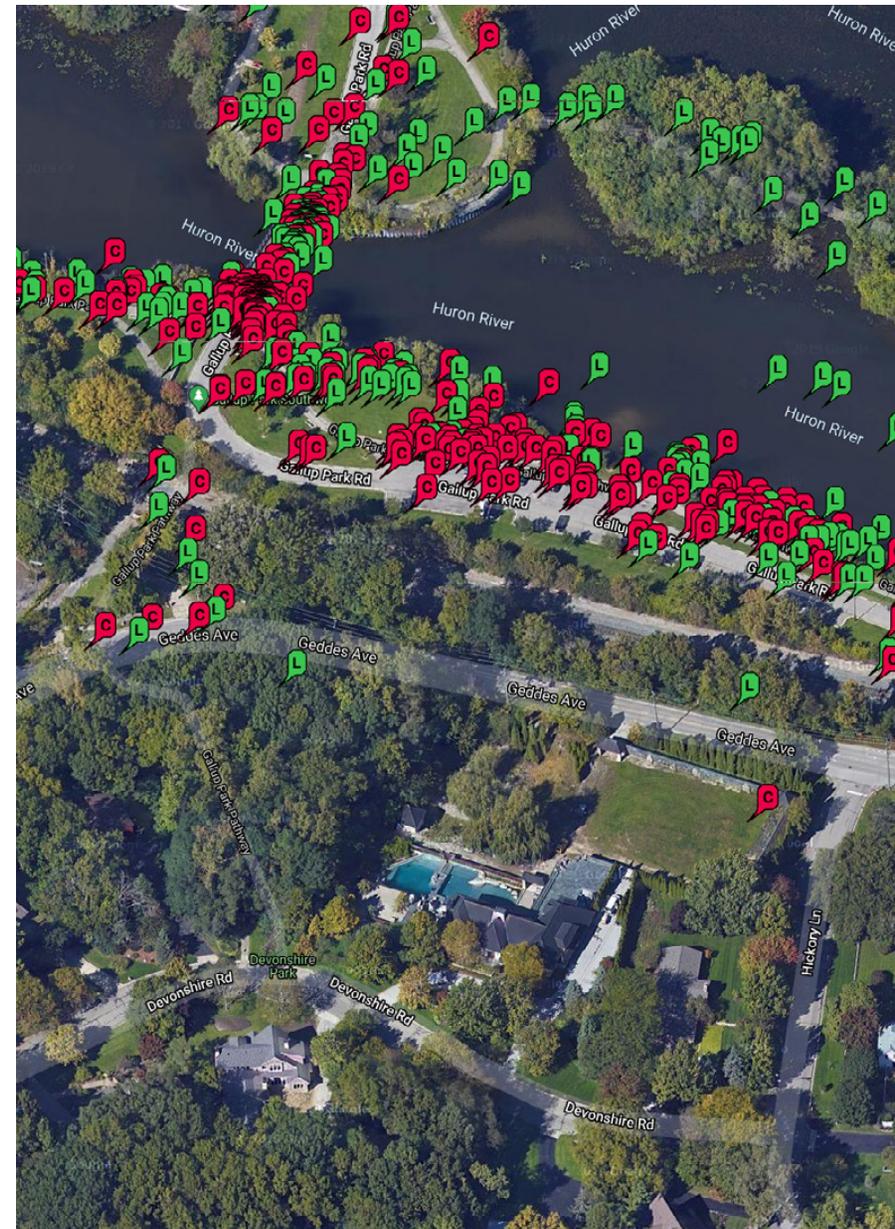
Respondents were asked to participate in a mapping exercise where they placed a green or red dot for places in the project area that they like and are concerned about and comment why. A total of 472 concerns were placed in the project area and a total of 259 likes were placed.

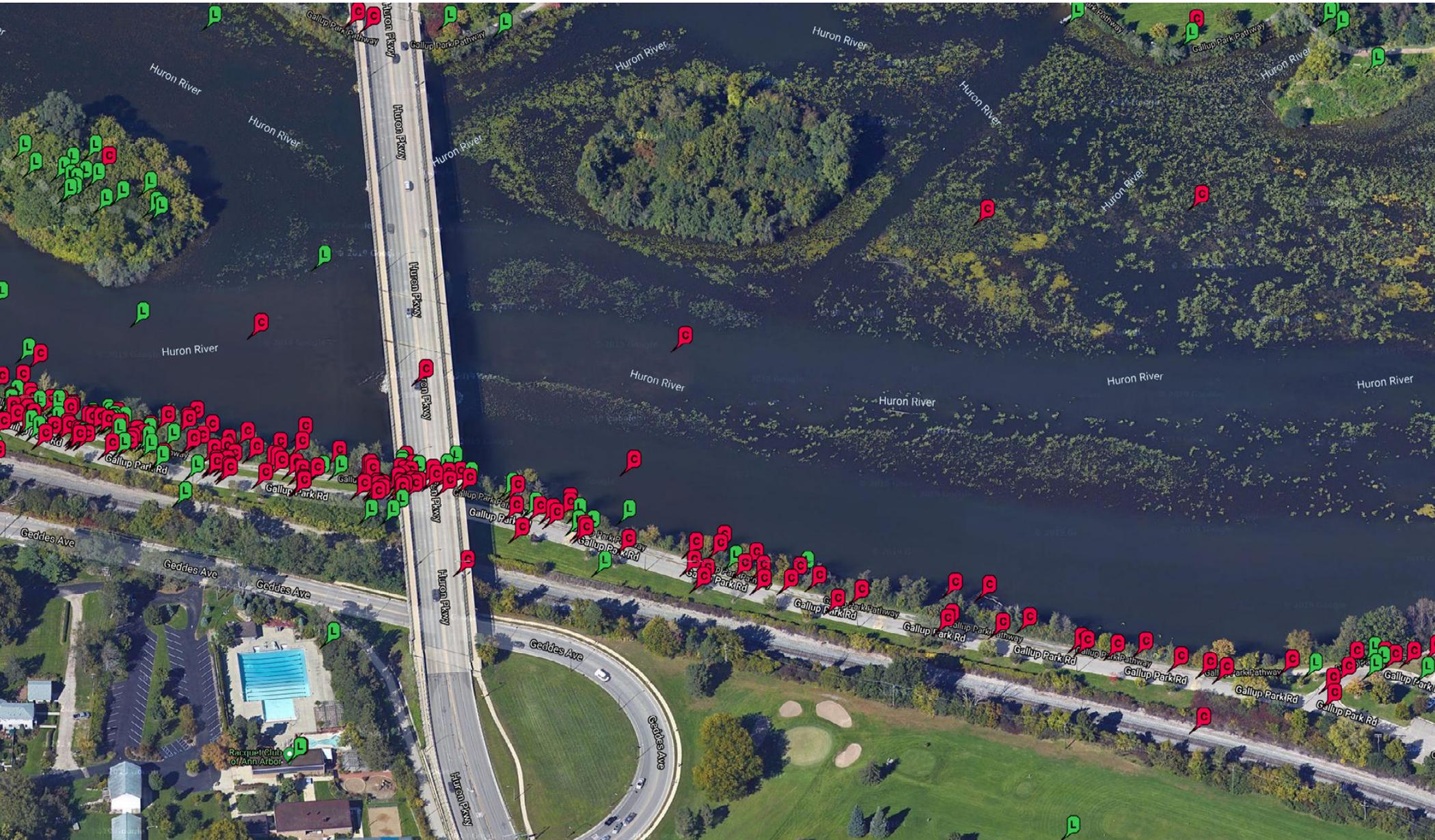
LIKES

- The aesthetics of the bridge and the view it provides
- Open space near the parking area
- The proximity of the trail to the river
- Crossing under the Huron Parkway bridge

CONCERNS

- The visibility of the trail crossing from the vehicular bridge
- Congestion and crossing at parking areas
- Condition of the park road
- Not enough room on the trail
- No shade



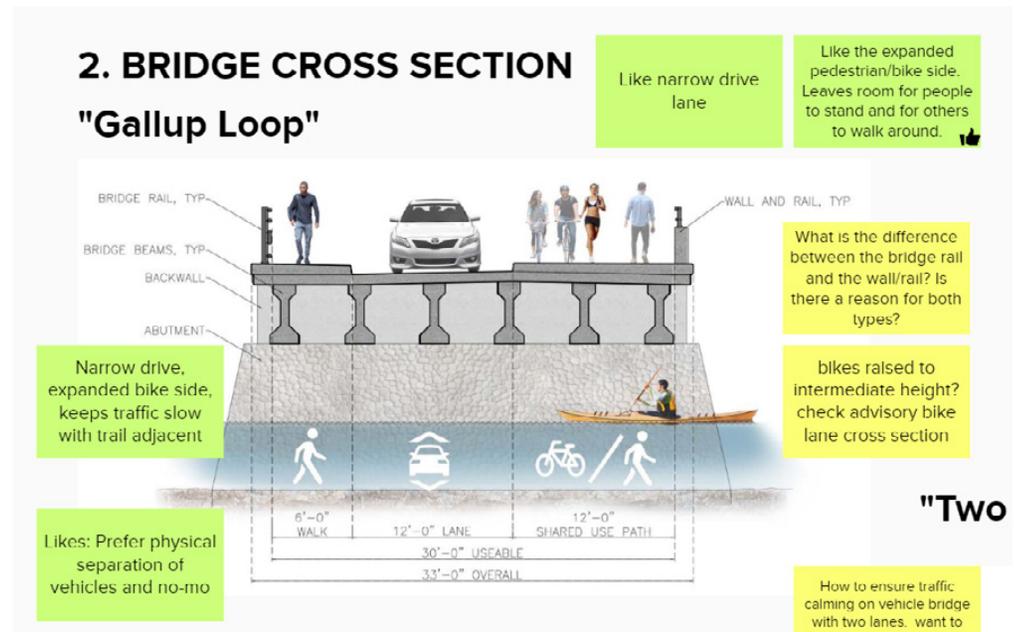


STEERING COMMITTEE MEETING #2

The steering committee met virtually on September 23, 2020 to review and provide feedback on various design options for the Gallup Park Bridge, Road and Trail. A virtual whiteboard session allowed attendees to engage and add commentary on the different alternatives.

BRIDGE CROSS SECTION OPTIONS

The steering committee provided feedback on three bridge design options. The comments provided support of a bridge with a narrow vehicular lane for traffic calming and physical separation between motorized and non-motorized users. The steering committee also advocated for an improved non-motorized experience by providing space to stop and view the river. Concerns about driver confusion and a wider drive potentially becoming a two-lane road were expressed about the Symmetrical bridge option. The two bridge option was also supported, but there were concerns about providing more infrastructure than needed.



"Two Bridges"

Concerns: Does the vehicular bridge need to be this wide?

Concerns: Is this more infrastructure than we need?

like improved experience on separate bridges

How to ensure traffic calming on vehicle bridge with two lanes. want to slow cars before ped/bike crossings ahead

Concerns: Already mentioned the concern about driver confusion

Love the two bridge option, but concerned about cost.

I am against Core -10 weathering steel. We have had some issues with those recently

Concerns: Might feel uncomfortable to boat or float under all of this close structure.

Too much bridge or man made structure?

pedestrian sidewalks

Likes

Likes

BRIDGE BEAMS, TYP

BACKWALL

ABUTMENT

VEHICLE BRIDGE

PEDESTRIAN BRIDGE

20'-0" USEABLE
23'-0" OVERALL

14'-0" CLEAR
15'-6"± OVERALL

"Symmetrical"

wide enough for people to think it's two lanes

Forces bike traffic into the road. May not be comfortable for as many users.

Concerns: Already mentioned the concern about driver confusion

Seems most like other bridges. Ease of use

people in cars will make it a 2-way bridge

Concerns

pedestrian sidewalks seem narrow, guess this should have been a pink concern

drive will feel wide even with bike lanes

Are AAFD anticipating responding from the bridge? If not, I don't understand why they would need 20' on a one-way facility.

Love

concern

BRIDGE BEAMS, TYP

BACKWALL

ABUTMENT

6'-0" WALK

5'-0" BIKE LANE

10'-0" LANE

5'-0" BIKE LANE

6'-0" WALK

32'-0" USEABLE

35'-0" OVERALL

BRIDGE ALIGNMENT OPTIONS

A specific preference for the bridge alignment was not determined. However, there was strong support for off-street parking on the north side of the bridge, which cannot be achieved with a skewed alignment west of the existing bridge.

WEST OF EXISTING



IN-PLACE



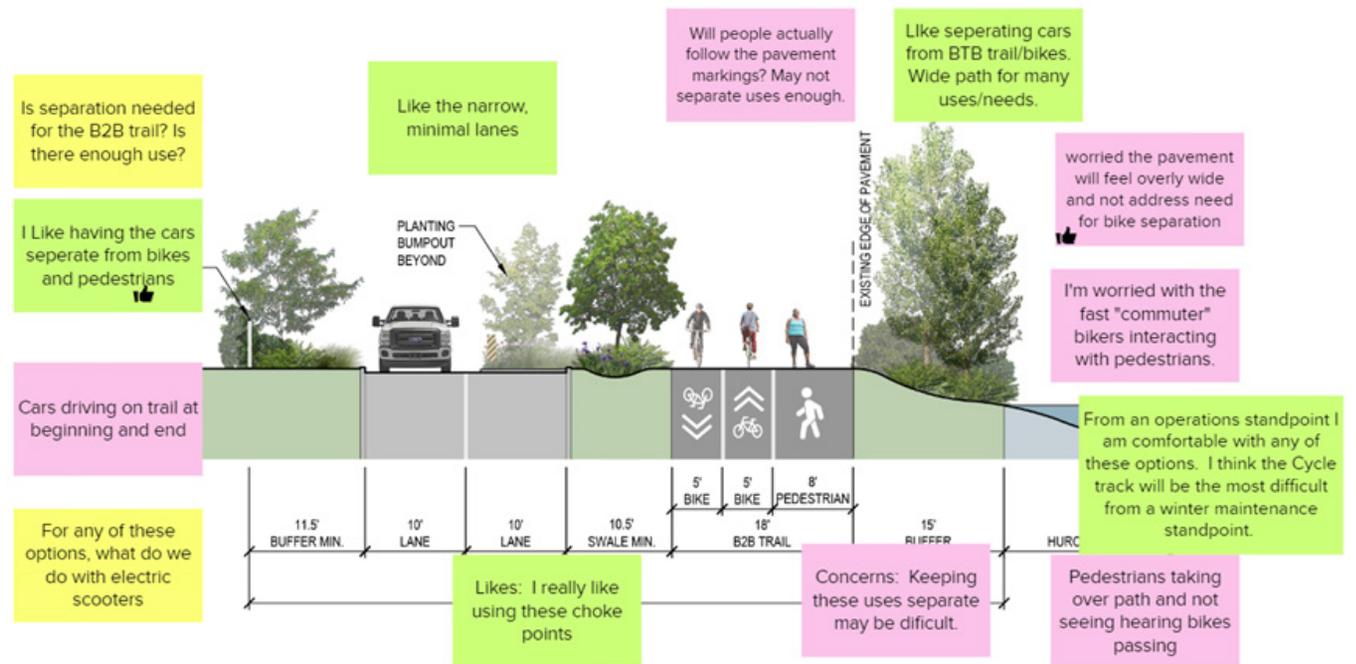
SKewed



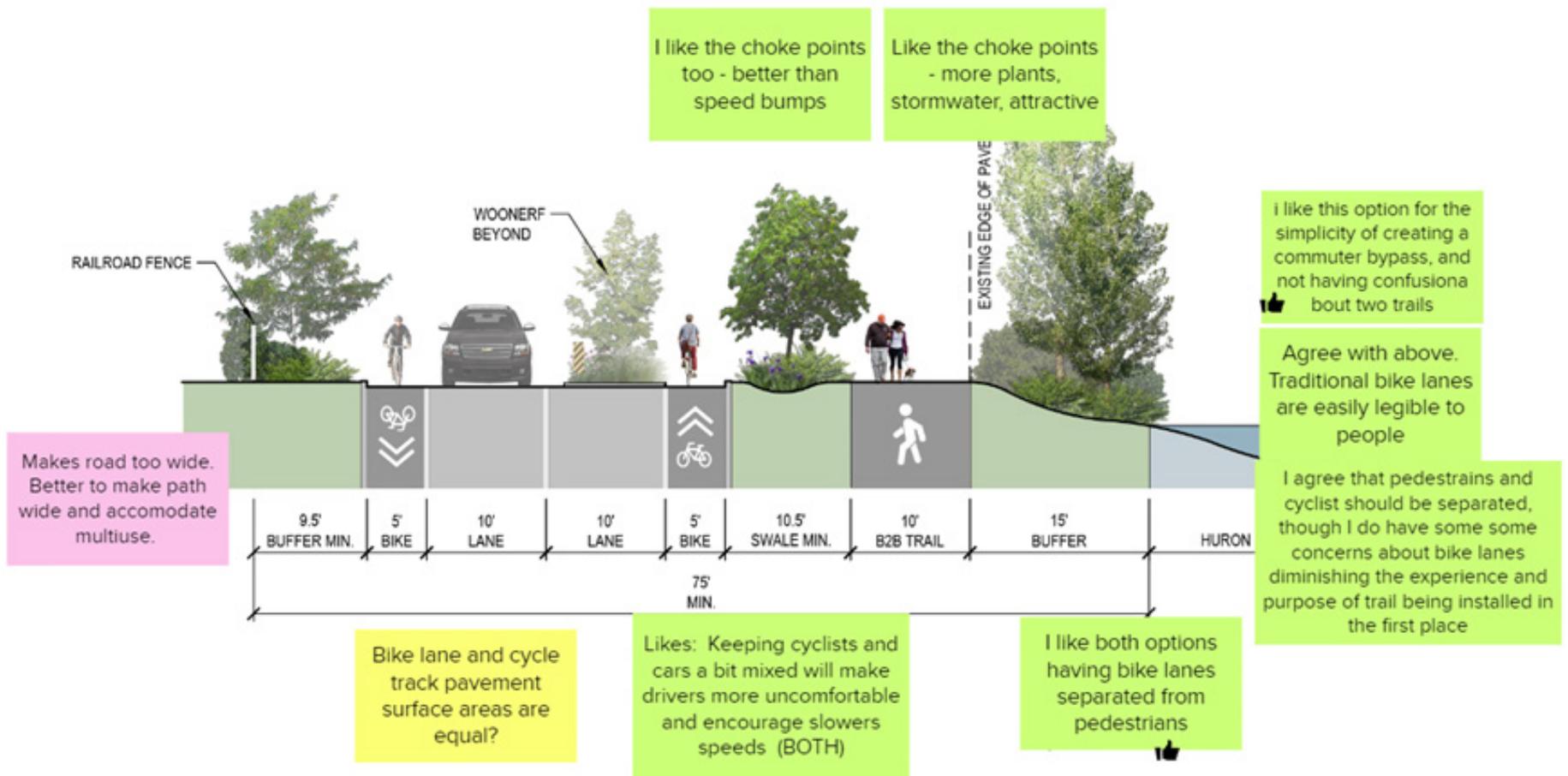
PARK ROAD AND TRAIL CROSS SECTION OPTIONS

The steering committee favored narrow vehicular lanes and using planting bump outs as choke points for traffic calming on the park road. Preferred options for the Border-to-Border Trail provided physical separation between pedestrians and commuter cyclists. The Combined Border-to-Border option drew concerns of enforcing pavement markings for different modes of travel, the interaction between commuter cyclists and pedestrians, and the trail being overly wide. Concerns of wayfinding and the confusion of having two paths were expressed about the Cycle Track option.

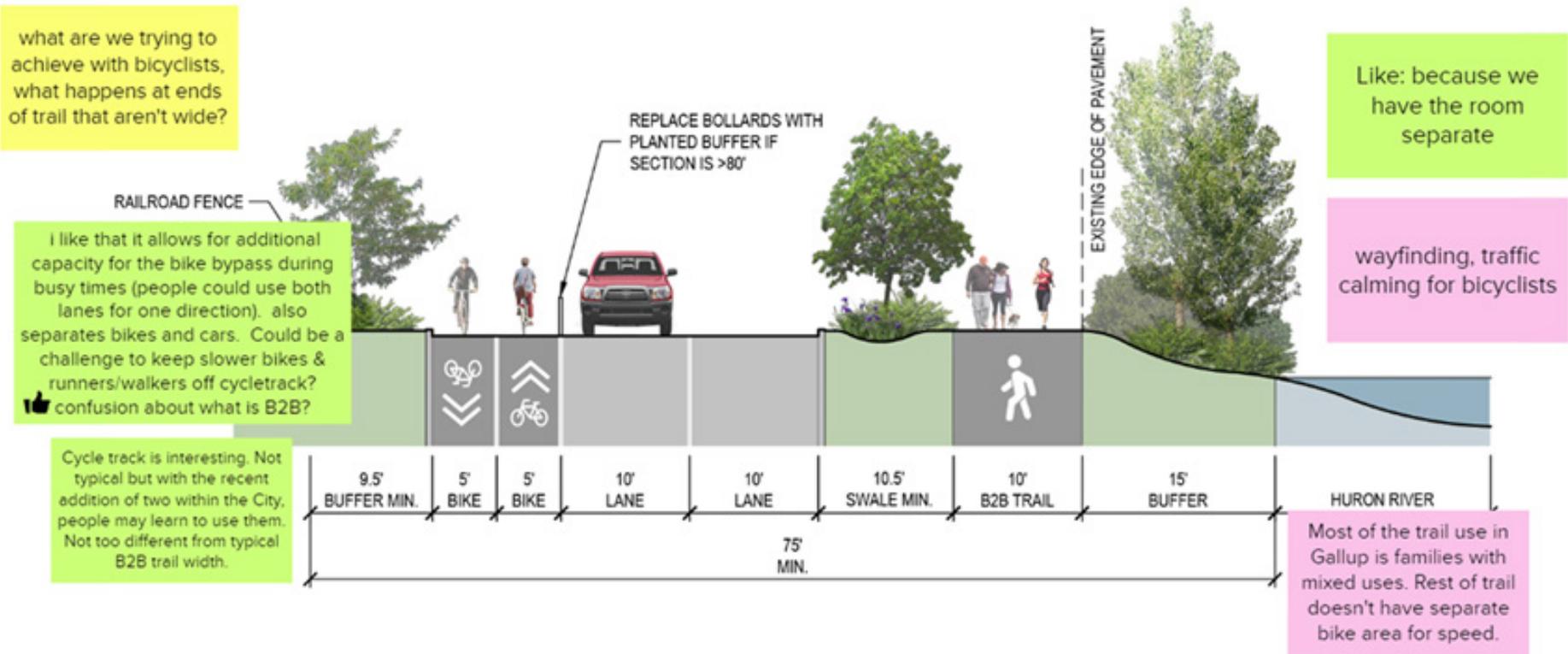
COMBINED BORDER-TO-BORDER TRAIL



BIKE LANES

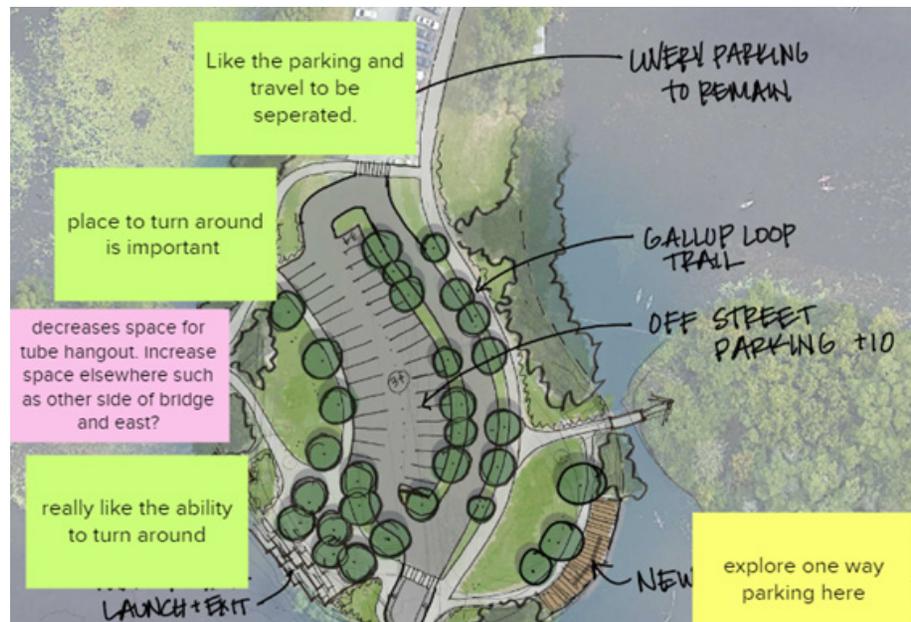


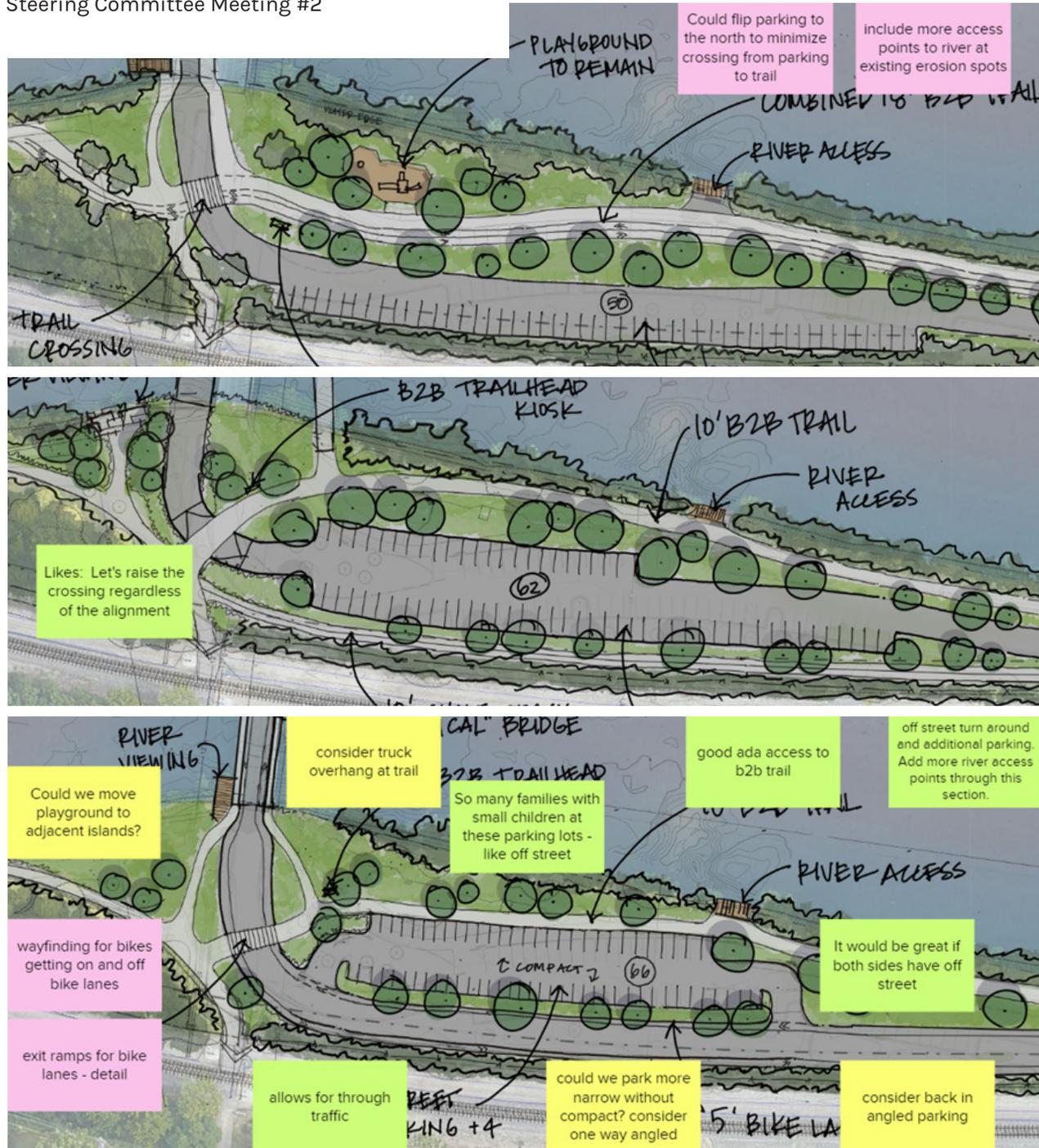
CYCLE TRACK



PARKING OPTIONS

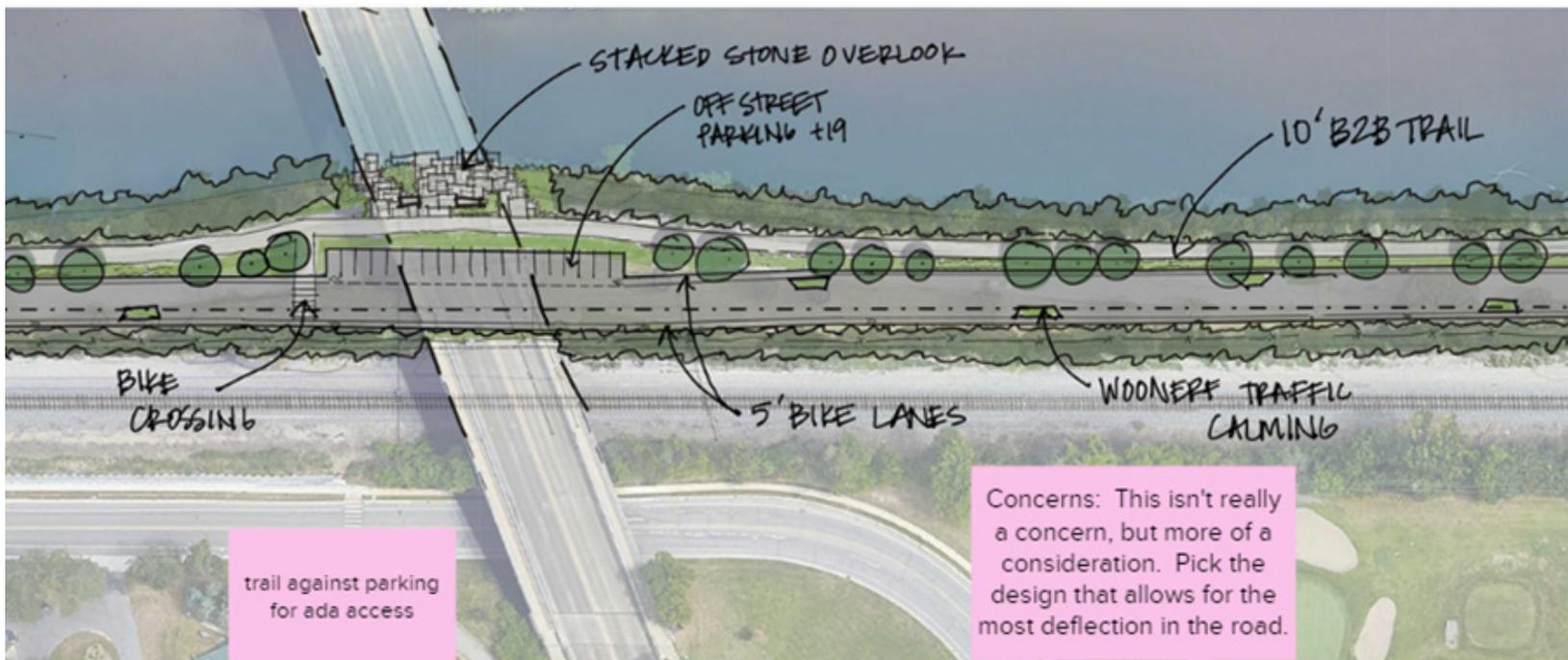
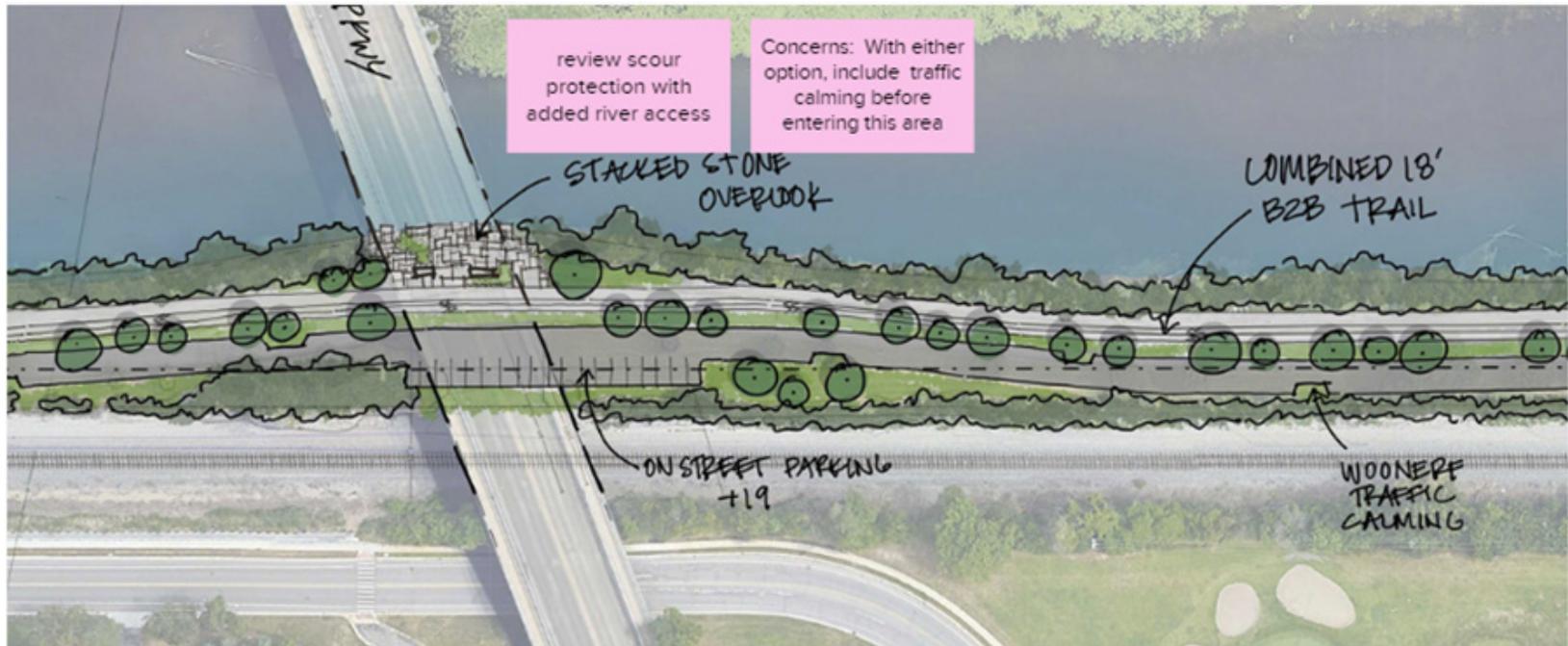
The steering committee prefers travel lanes and parking to be separate. Providing off-street parking north of the bridge was favored because it provides a turnaround before the bridge. South of the bridge, parking directly adjacent to the Border-to-Border Trail was favored because it provides ADA access. Off-street parking on the south side was also preferred given the popularity of children and families. Concerns were expressed about incorporating parking in the MDOT railroad right-of-way area.





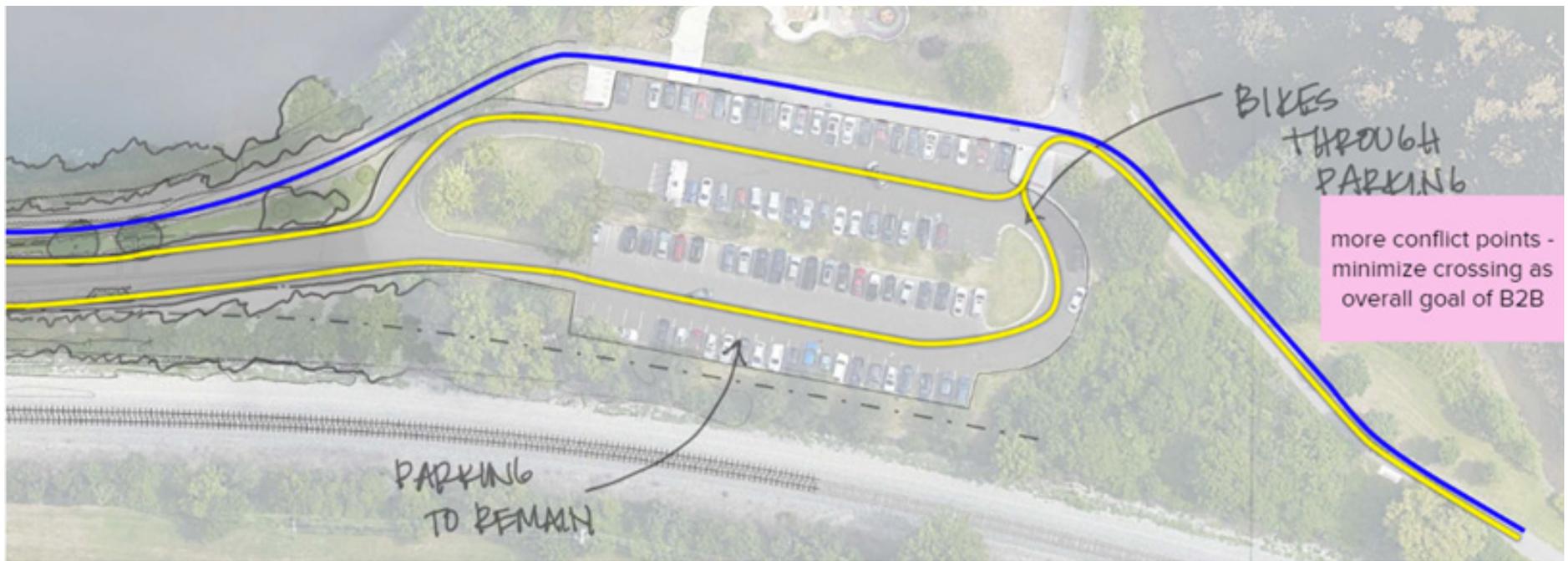
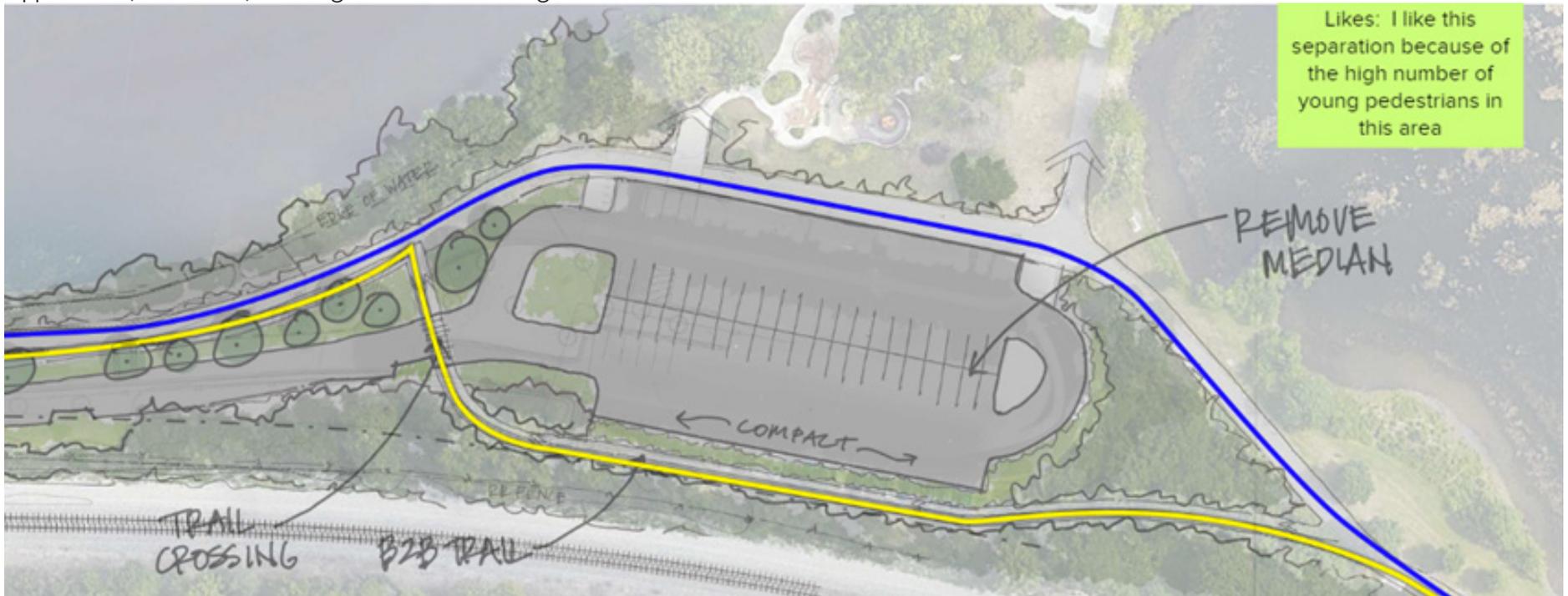
HURON PARKWAY DESTINATION

The steering committee prefers parking directly adjacent to the Border-to-Border Trail for ADA access. Concerns about parking within the MDOT railroad right-of-way were expressed. The steering committee also discussed if creating a destination at the Huron Parkway Bridge is necessary or desired and suggest reviewing the community survey to provide evidence.



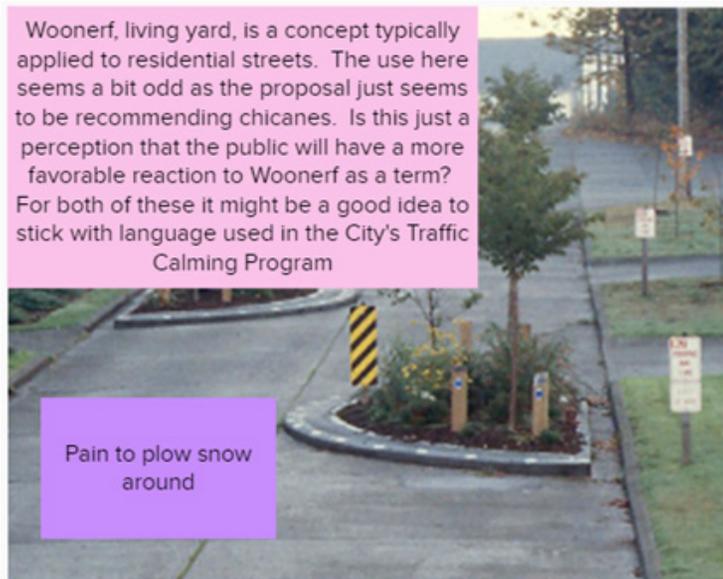
EAST END PARKING LOT

The steering committee prefers to route the Border-to-Border Trail south of the existing parking lot to avoid conflict with the universal access playground entrance. Routing cyclists through the parking lot drew concerns about providing clear wayfinding.



TRAFFIC CALMING MEASURES

Comments provided in the Park Road and Trail Cross sections reveal a preference for Chicanes (Woonerf) as a traffic calming method because of added aesthetics and stormwater management. Chicanes are a recommended method included in the City of Ann Arbor Traffic Calming Guidebook.

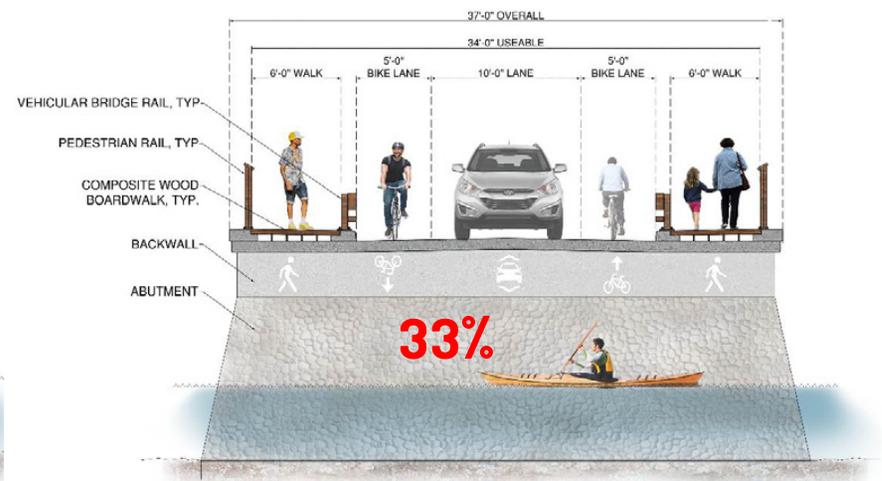
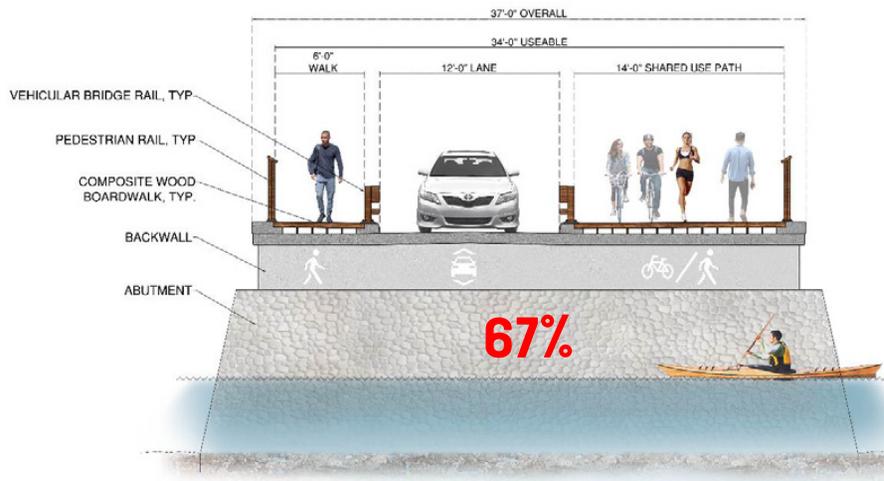


VIRTUAL PUBLIC OPEN HOUSE

Once design options were vetted by the project team and steering committee, the designs were presented, via Zoom, to approximately 12 public participants for feedback. Overall, the options were well received, but the Gallup Loop bridge and Bike Lane road ad trail options did not receive any votes in the following polls.

VEHICLE BRIDGE WHICH IS MOST IMPORTANT TO YOU? PUBLIC MEETING POLL RESPONSE*

- A** VEHICLES SEPARATED FROM CYCLISTS AND PEDESTRIANS **B** PEDESTRIANS SEPARATED FROM CYCLISTS AND VEHICLES

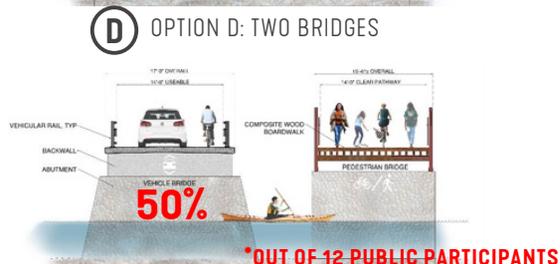
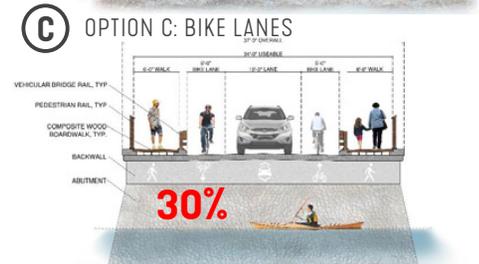
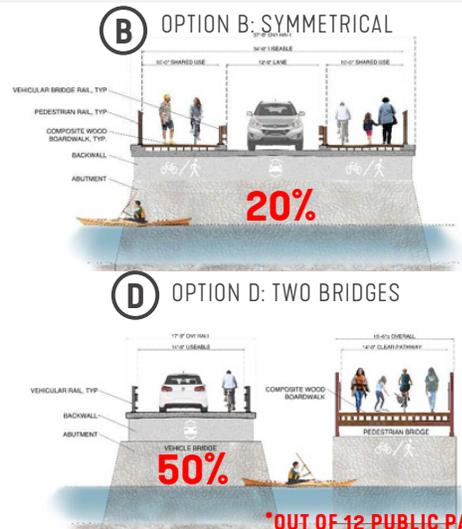
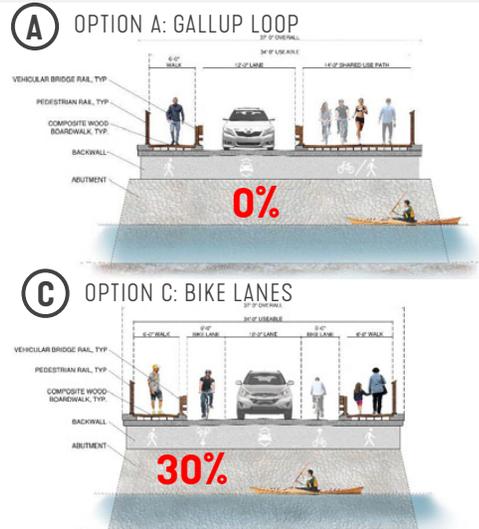


*OUT OF 12 PUBLIC PARTICIPANTS

VEHICLE BRIDGE

WHICH BRIDGE OPTION DO YOU PREFER?

PUBLIC MEETING POLL RESPONSE*

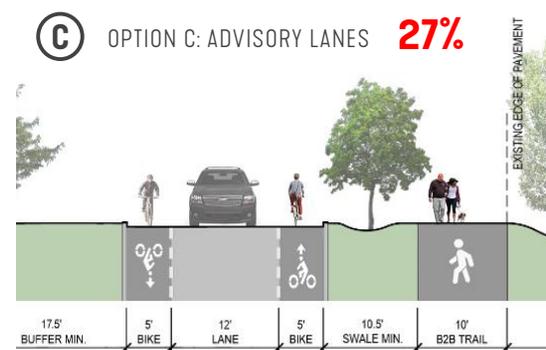
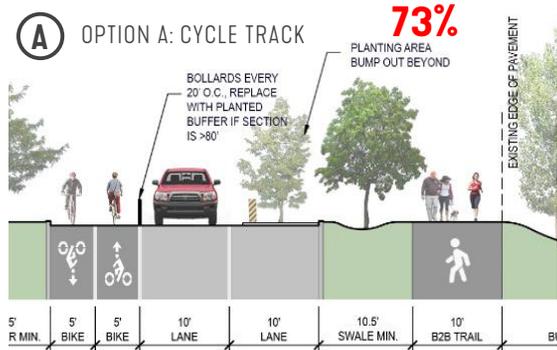
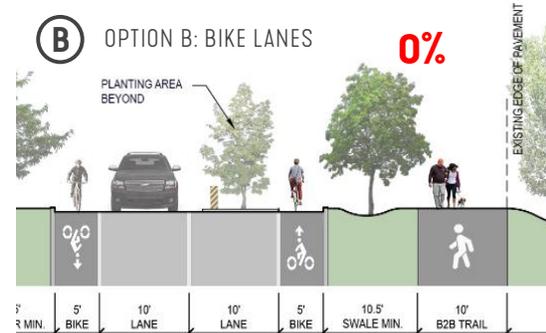


PARK ROAD & TRAIL

WHICH OPTION DO YOU PREFER?

PUBLIC MEETING POLL RESPONSE*

***OUT OF 12 PUBLIC PARTICIPANTS**

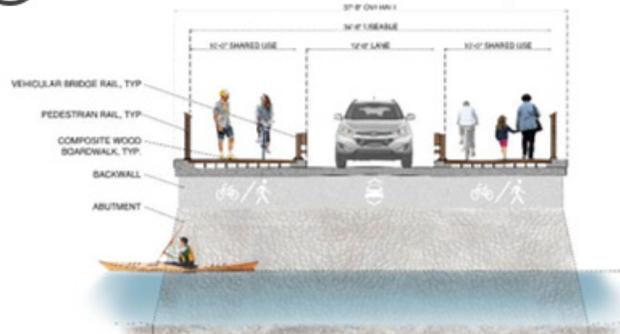


STEERING COMMITTEE MEETING #3

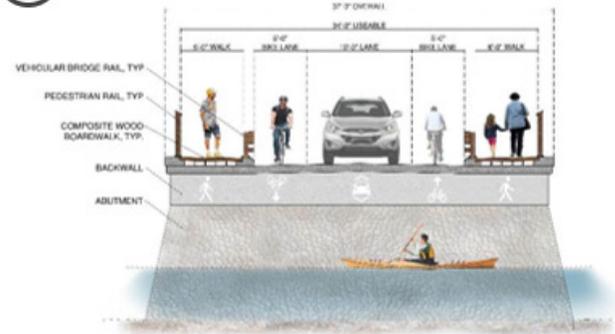
After meeting with the public, the project team reconvened with the steering committee to receive final input and direction. The team met virtually on December 7, 2020. Multiple polls were asked in order to gauge consensus.

VEHICLE BRIDGE WHICH BRIDGE OPTION DO YOU PREFER? STEERING COMMITTEE MEETING POLL RESPONSE

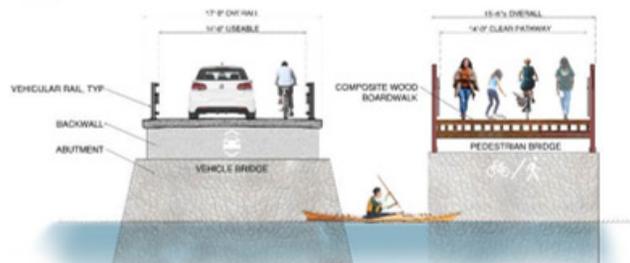
A OPTION A: SYMMETRICAL **8**



B OPTION B: BIKE LANES **1**



C OPTION C: TWO BRIDGES **1**



VEHICLE BRIDGE

WHAT BRIDGE MATERIAL DO YOU PREFER?

STEERING COMMITTEE MEETING POLL RESPONSE

A OPTION A: WOOD **1**

B OPTION B: CONCRETE/STEEL **9**



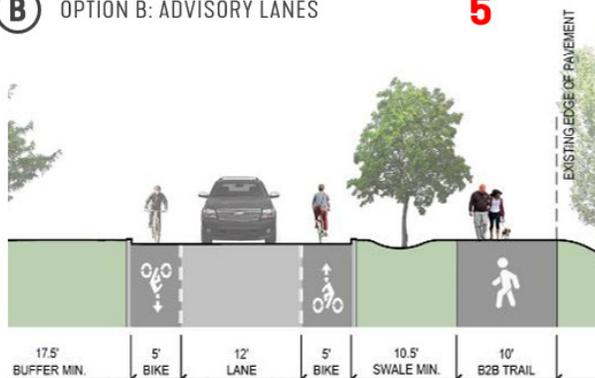
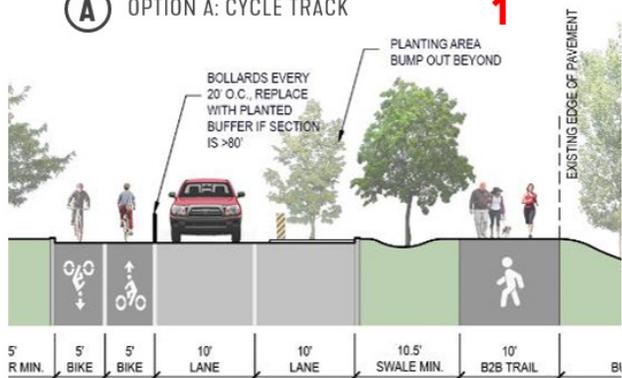
PARK ROAD & TRAIL

WHICH OPTION DO YOU PREFER?

STEERING COMMITTEE MEETING POLL RESPONSE

A OPTION A: CYCLE TRACK **1**

B OPTION B: ADVISORY LANES **5**



MDOT COORDINATION MEETING

Once a preferred design was established, the project team met with MDOT representatives to review the proposed site plan. MDOT representatives communicated various requests for the project. The first requirement is to keep the existing fence north of the railroad in place. If construction activity is to cross south of the fence, a Permit to Enter will be required. MDOT representatives also requested that any encroachment into the railroad right-of-way be limited to what is currently found in the park with an overall goal of keeping users as far from the tracks as possible.

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Design a Better Future

SMITHGROUP

smithgroup.com

734.662.4457

201 Depot Street

2nd Floor

Ann Arbor, MI 48104

**ATTACHMENT A
(PROJECT SPECIFIC ATTACHMENTS)**

**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.

_____ Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**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 \$14.82/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 \$16.52/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, 2022 - ENDING APRIL 29, 2023

\$14.82 per hour

If the employer provides health care benefits*

\$16.52 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:

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

Derek Delacourt, Community Services Area
Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content

Atleen Kaur, 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.