

REQUEST FOR PROPOSAL

RFP# 2026-04

DESIGN ENGINEERING FOR 721 N. MAIN ST. STORMWATER PARK AND TRAIL CONNECTIONS

City of Ann Arbor
Downtown Development Authority



Due Date: November 4, 2026 by 3:00 p.m. (local time)

Issued By:

City of Ann Arbor
Downtown Development Authority
415 N 5th Ave, 2nd Floor
Ann Arbor, MI 48104

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SECTION I – GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor Downtown Development Authority (DDA) is seeking a highly qualified consultant or consultant team to design site improvements for 721 N. Main, and provide all the necessary professional project management and design engineering services for the project. The project will also include design of a non-motorized connection from the First Street Bikeway at Kingsley and First Street to and through 721 N. Main to the Allen Creek Berm Opening at Depot Street.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED DDA 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 **October 16, 2026 at 4:00 p.m. (local time)**, and shall be e-mailed to Amber Miller, Capital Projects and Planning Manager, Ann Arbor DDA, amiller@a2dda.org.

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder 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 a2dda.org and MITN.info and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the DDA shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal conference for this project will be held on October 14, 2026 from 2 PM to 3 PM via Microsoft Teams. Interested parties should contact Amber Miller, Capital Projects and Planning Manager at amiller@a2dda.org with the subject line Pre-Proposal Meeting RSVP RFP# 26-04 to receive meeting login details for the virtual meeting.

Attendance at this conference is optional but recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal conference is for information only. Any answers furnished will not be official until verified in writing by the DDA. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official

authorized to bind the bidder to its provisions must sign the proposal. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder'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 will complete the evaluation.

If interviews are desired by the DDA, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The DDA reserves the right to interview the key personnel assigned by the selected bidder to this project. If the DDA chooses to interview any respondents, the interviews will be tentatively held the week of **November 16, 2026**. 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 DDA on or before November 4, 2026 by 3:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent should submit in a sealed envelope:

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

Proposals submitted should be clearly marked: **"RFP No. 2026-04 – Design Engineering for 721 N Main Stormwater Park and Trail Connections"** and list the bidder's name and address.

Proposals must be addressed and delivered to:

- Downtown Development Authority
- Attn: Amber Miller
- 415 N. 5th Ave., 2nd Floor
- Ann Arbor, MI 48104

If applicant is delivering, include all documentation on a USB/flash drive. DDA Building Hours are Monday – Thursday, 9am – 4pm. A written receipt will be provided upon delivery or via email.

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

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the DDA.

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

- Attachment B – Legal Status of Respondent
- Attachment C – Non-Discrimination Declaration of Compliance
- Attachment D – Living Wage Declaration of Compliance
- Attachment E – Vendor Conflict of Interest Disclosure Form

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

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the DDA 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 Attachment A. Those who wish to submit a proposal to the DDA are required to review this sample agreement carefully. **The DDA will not entertain changes to its Professional Services Agreement.**

The DDA 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 DDA's sole judgment, the best interests of the DDA or City will be so served.

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

I. NONDISCRIMINATION

All bidders proposing to do business with the City of Ann Arbor DDA 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 B 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 DDA.

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 bidder unless and until the DDA has reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of DDA staff 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 DDA. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The DDA assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of the DDA is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder 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 DDA will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Dedicated DDA Contact within five (5) business days of any notices of intent, including, but not exclusively, divisions on prequalification of bidders, shortlisting of bidders, or a notice of intent to award. Only bidders who responded to the solicitation may file a bid protest. The bidder must clearly state the reasons for the protest. If any bidder contacts the DDA and indicates a desire to protest an award, the DDA shall refer the bidder to the Dedicated DDA Contact. The Dedicated DDA Contact will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the DDA’s Executive Director or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated DDA Contact provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated DDA Contact provided herein that the bidder 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 following is the schedule for this RFP process.

Activity or Event	Anticipated Date
Optional Pre-Proposal Meeting	October 14 th , 2026 at 2 pm
Written Question Deadline	October 16 th , 2026 at 4 pm
Addenda Published (if needed)	Week of October 19 th , 2026
Proposal Due Date	November 4 th , 2026 at 3 pm
Tentative Interviews (if needed)	November 16 th – 20 th , 2026
Selection and Negotiations	Week of November 23 rd , 2026
Expected DDA Board Authorizations	December 2 nd , 2026

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

P. IRS FORM W-9

The selected bidder will be required to provide the DDA with an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The DDA 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 DDA reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the DDA to be in its best interest.
3. The DDA reserves the right to request additional information from any or all bidders.
4. The DDA 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 DDA 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 DDA reserves the right to select one or more contractors or service providers to perform services.
7. The DDA 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 DDA 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 the RFP.

R. ENVIRONMENTAL COMMITMENT

The DDA recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The DDA further recognizes that the products and services the DDA buys have inherent environmental and economic

impacts and that the DDA should make procurement decisions that embody, promote and encourage the DDA's commitment to the environment.

The DDA strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the DDA's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the DDA reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the DDA's environmental commitment. In addition, the DDA reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the DDA more fully understand the environmental impact of its procurement decisions.

SECTION II – SCOPE OF SERVICES

A. BACKGROUND AND EXISTING CONDITIONS

721 N Main is a 5-acre site within walking distance to the north side of downtown Ann Arbor and the recreational opportunities provided by the Huron River. The site is bordered by residential uses to the north and south, the railroad to the west, and the Ann Arbor Community Center and the North Main Street corridor to the east. The site's history shapes what's possible today and presents an opportunity to create a public amenity that emphasizes social and environmental resiliency.

- a. Stormwater Characteristics:** Most of the site is located within the Allen Creek floodplain and designated floodway. Before 1926, the Allen Creek ran through the site. Today, the creek flows through an enclosed drainage system beneath the site and the west side of downtown. During significant rainfall events, the Allen Creek system can become surcharged, contributing to localized flooding and increased hydraulic stress throughout the watershed and surrounding storm sewer network. This is an important site for flood mitigation and the broader Allen Creek drainage system.
- b. Property Usage:** The property was historically used for municipal DPW activities, including salt storage, diesel fuel and gasoline storage tanks, fuel dispensers, maintenance garage operations, and storage facilities. The property is a known Part 201 Facility under the Michigan Natural Resources and Environmental Protection Act. The City completed a Phase I and II Environmental Site Assessment in 2013. A Due Care Plan was also developed in 2013 as part of a grant application to the Michigan Natural Resources Trust Fund to develop a Stormwater Park. The grant was not awarded, and the project was not advanced. A Phase I and limited-scope Phase II ESA were completed in 2024.

In recent years, the existing buildings have been removed, leaving a largely vacant, brownfield site. As part of a 2013 Hazard Mitigation Grant, the City agreed to restrict the site use to open space within the floodway areas, which may result in special approvals for certain design alternatives based on [Code of Federal Regulations 44 CFR § 80.19\(a\)](#).

- c. Recreation:** The future of this site has been discussed for decades with consistent emphasis on recreational connections, specifically connecting downtown to the Huron River through the Allen Creek Valley. The [Treeline Trail](#) vision developed from these efforts, with a gateway linkage at 721 N Main. While this project's scope does not include Treeline Trail implementation, collaboration with the Treeline Conservancy and consideration of future connections is expected. In addition, the City and DDA concluded the [Downtown Area Circulation Study](#) in 2025, which identified two important at-grade bikeway connections to and through 721 N. Main: the 721 N Main Connector (connecting the First Street Bikeway to 721 N. Main) and the Summit Street Connector (connecting 721 N. Main to the Allen Creek Berm Opening and Border to Border Trail). Design and engineering for those off-site connectors are included in this scope of work. See Figure 1.

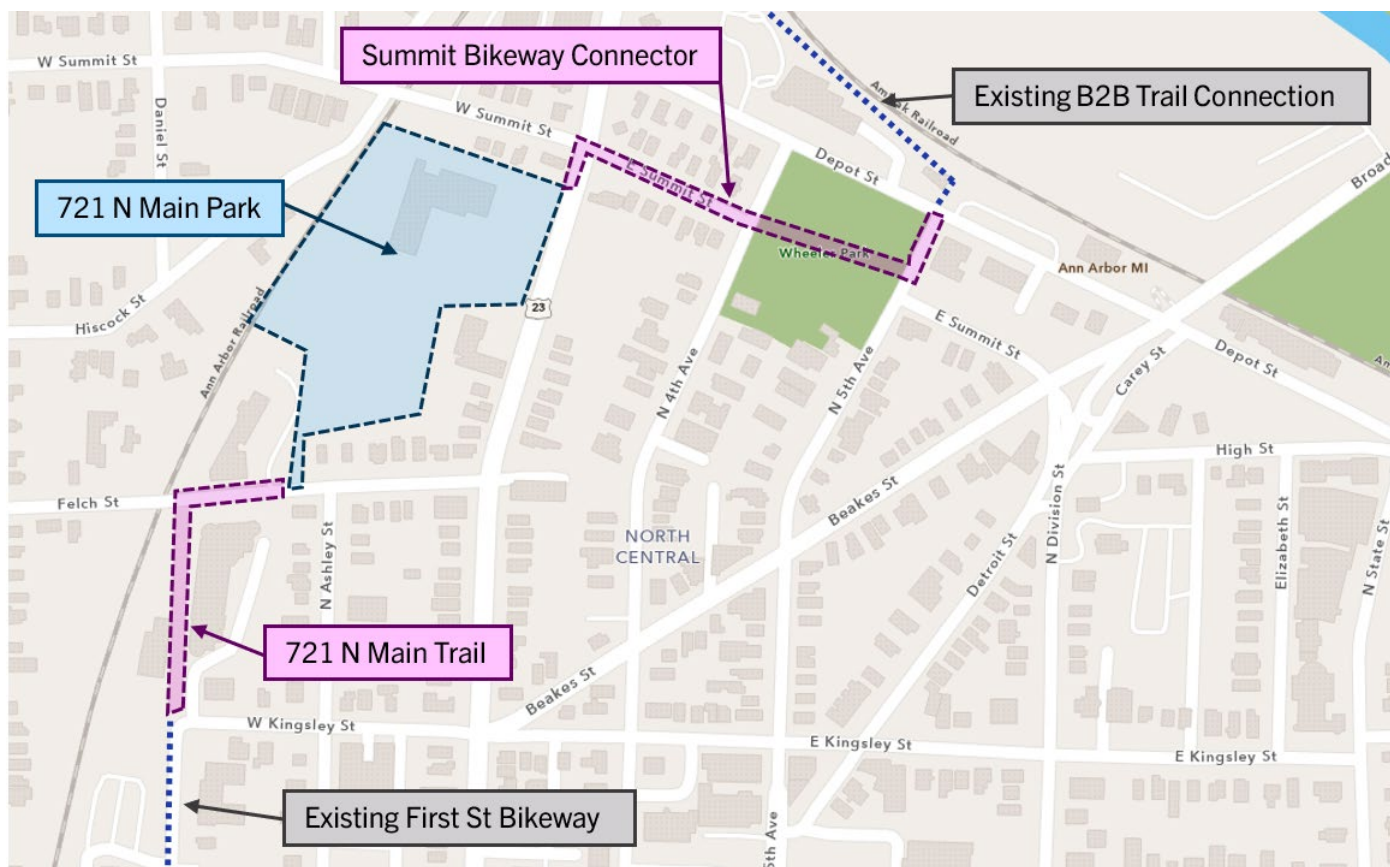


Figure 1 – 721 N. Main Park & Trail Project Components

Previous efforts to note:

- [Allen Creek Greenway Taskforce](#) (2007)
- [North Main-Huron River Corridor Project](#)
 - Phase 1 Environmental Assessment (2012)
- Phase 1 building demolition & Hazard Mitigation Grant to demolish two storage structures in the floodway at 721 N. Main (2013)
- Due Care Plan (2013)
- [Allen Creek Treeline Trail Master Plan](#) (2017)
- [Allen Creek Railroad Berm Project](#) (2020)
- [123 W. Summit](#) Affordable Housing Analysis (lot split from 721 N. Main) (2024)
- Phase 1 and Phase 2 Environmental Site Assessment (2024, limited scope)
- Remaining above-grade building demolition (2025)
- [Downtown Area Circulation Study](#) (2025)
- Ann Arbor Stormwater Park Conceptual Design (2026)

Additional data will also be available from existing City GIS:

- Aerial Photography

- City Utility Systems
- County Allen Creek Drain
- FEMA Floodway/Floodplain maps
- Historical Soil Boring Records
- Parcels
- Wetlands

Please note that some of this information is available publicly through the [City's website](#). Other information will be made available to the chosen consultant only after signing a non-disclosure agreement. The consultant shall verify the accuracy of any such data provided.

B. OBJECTIVE

The City of Ann Arbor DDA is seeking a highly qualified consultant or consultant team to design a stormwater park at 721 N Main as well as bikeway connections from the First Street Bikeway at Kingsley Street to and through 721 North Main to the Depot Street Berm Opening (Figure 1).

The design will build on the concepts in the Downtown Area Circulation Study (Attachment H) and the Ann Arbor Stormwater Park Conceptual Design (Attachment I).

C. COORDINATING EFFORTS

This effort will coordinate with, but not duplicate the work of the following:

- [Vision Zero North Main Street Study](#) & the subsequent detailed design & engineering effort beginning October 2026 (implementation from Huron to Depot)
- [Treeline Gateway Design Engineering](#)
- N. Main Street - Future Alley Study and Implementation Plan
- Summit Street Water Main Project

In addition, ongoing [deed restriction coordination](#) with Michigan State Police/FEMA Region 5 and EGLE Floodplain staff is anticipated.

D. ANTICIPATED TIMELINE/SCHEDULE

721 N. Main Park and Trails will be designed in coordination with the North Main Street Reconstruction effort led by the DDA and the Summit Water Main and Resurfacing Project led by the City of Ann Arbor Engineering Unit (Figure 2). The goal is to design the projects and plan construction to maximize benefit and reduce disruption. The Summit Street Connector will be designed with the 721 N. Main Trail to ensure a consistent non-motorized design but likely constructed with the Summit Water Main and resurfacing project. Coordination during the overlapping design phase of these efforts (Fall 2026 – Fall 2027) should inform the final construction schedule and sequencing for the projects. The projects are tentatively scheduled as follows:

- 721 N. Main: Design beginning Fall 2026. Out to bid Fall 2027, under construction Spring 2028.
- N. Main Street Reconstruction (Huron to Depot): Design beginning Fall 2026, out to bid Summer/Fall 2028, construction Spring 2029 – Fall 2030.
- Summit Water Main and Street Resurfacing: Out to bid Fall 2029, construction 2030.

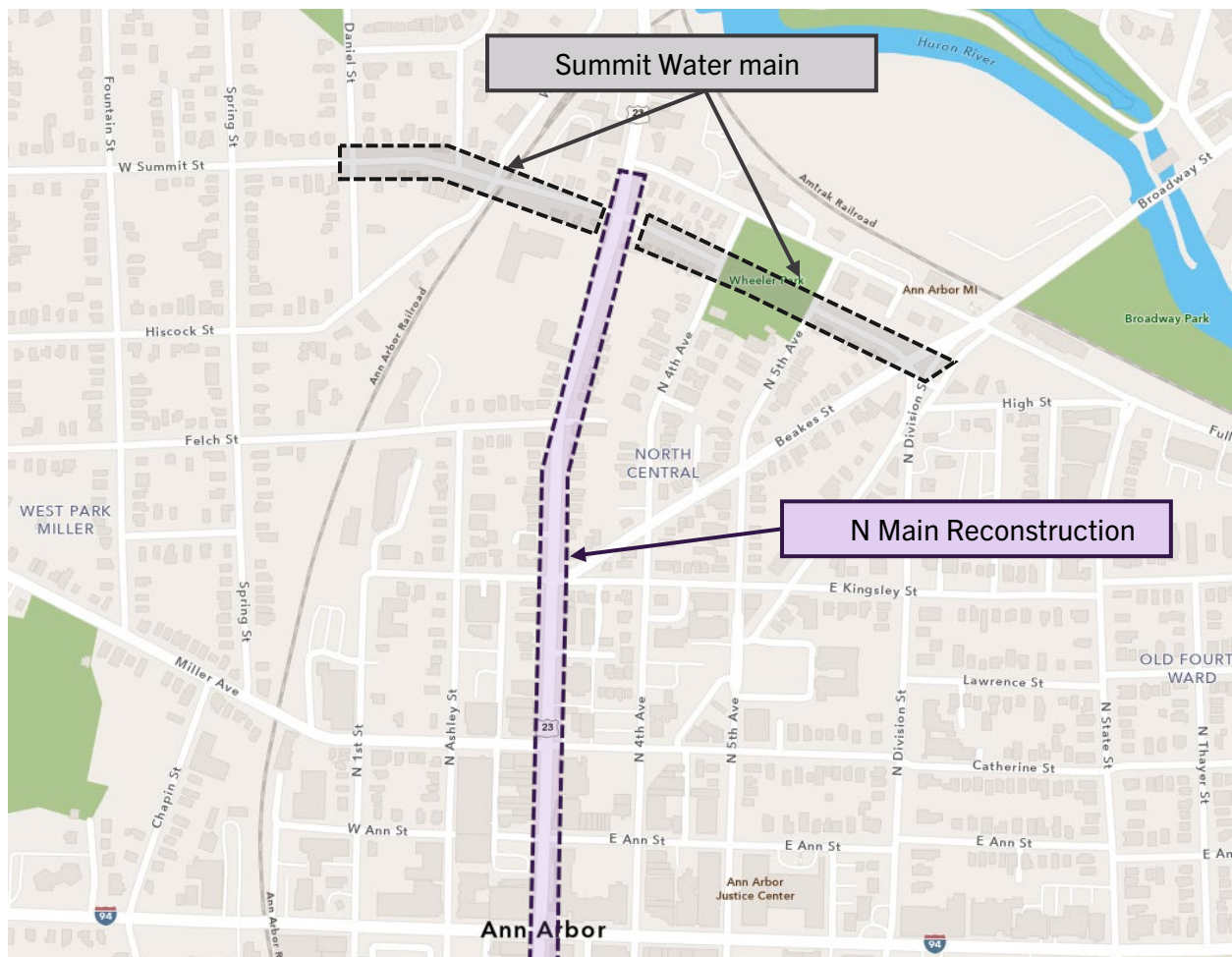


Figure 2 – Coordinating Projects - N. Main Street Reconstruction and Summit water main Extent

E. PERMITS

Required permits will be determined by the consultant through the design process. Anticipated permits include, but are not limited to the following:

- Michigan Department of Environment, Great Lakes, and Energy (EGLE)/US Army Corps of Engineers (USACE) Joint Permit Application for work within the floodplain
- City of Ann Arbor Soil Erosion Control
- City of Ann Arbor Right-of-Way
- City of Ann Arbor Floodplain
- Washtenaw County Drain Use Permit

- f. WATCO/Ann Arbor Railroad Right-of-Way
- g. Property easements and temporary grading permits

F. FUNDING

The DDA's capital plan includes \$10 million in TIF Funds for design and construction. The DDA is interested in grant identification and application support to assist implementation.

G. SCOPE OF WORK

- a. The selected firm(s) shall design a stormwater park and trail at 721 N. Main Street, and bikeway connections to the First Street Bikeway and Allen Creek Berm Opening. All improvements shall be designed in accordance with applicable federal, state, and local requirements.
- b. The DDA is seeking proposals from qualified professional consulting firm(s) to provide the necessary design and project management services for the preparation of plans and specifications to competitively bid and construct these improvements.
- c. The multidisciplinary nature of this project requires the services of a consulting firm(s) with strong experience in nature-based stormwater management, urban public space design, non-motorized design, regulatory process, and public engagement and communication.

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 and permitting 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 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.
 - i. 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.
 - ii. Coordinate all elements of the design with coordinating capital projects, including, but not limited to, the North Main Street Reconstruction Project, Summit Street Water Main Design, and Treeline Trail Gateway Design.

- iii. Identify and prepare all necessary permit applications and required supporting materials for all approving agencies including, but not limited to, MDOT, EGLE, City of Ann Arbor, FEMA, and WCWRC. The Consultant will also be responsible for planning and scheduling check-in meetings with regulatory agencies at appropriate times throughout the project design and providing floodplain and hydraulic analysis, if required.
 - iv. Schedule bi-weekly progress meetings with the DDA Project Manager. Schedule and chair bi-monthly design progress meetings with a staff resource group. 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.
- 2) Review existing planning and technical background documents related to the project.
- 3) Topographical Survey: Prepare a detailed, topographic survey of the construction influence area. The Consultant shall, at a minimum, provide the following items in their proposed scope of work;
- Data collection:
- i. Topographic data for 1" = 20' scale plans
 - ii. Digital copies of all files used to generate the topographic data (i.e. breaklines, points, and control files).
 - iii. All Right-of-Way (ROW) lines and monumentation to be located and shown.
 - iv. Location of all planimetric features within the ROW, and 10' outside of the ROW

- v. All (public and private) utilities (gas, water, sanitary, storm, electrical, street lights and wiring, traffic lights and wiring, fiber optics, telephone, etc.) shall be located (overhead and underground).

Overhead information shall include:

- Location (horizontally and vertically) and type of utility

Underground information shall include:

- Type of structure
- Location and type of utility
- Size of structure
- Measured casting elevation
- Measured invert(s) elevation of pipe/top of pipe elevation

- vi. All trees within the project area, are to be located and include trunk diameter at breast height (DBH) and canopy diameter. There will be no minimum tree size limits within the ROW, however, outside of the ROW only trees 6" DBH or greater need be located along with trees whose canopy may impact the project area.

- vii. Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).

- viii. Sufficient ground elevations for digital terrain model (DTM) generation for 1' contours, including around curb radii and through intersections.

- ix. Where there is the potential of utilities crossing the project area, obtain utility information outside the project limits (i.e. locate downstream/upstream sanitary manholes that tie into manholes within project area).

- 4) Perform all geotechnical analysis necessary to support the design of the project.

- 5) Review existing environmental information (including the 2013 Due Care Plan and the 2013 and 2024 Phase I and II ESAs) and conduct any additional investigation, assessment, remediation, and regulatory coordination necessary to support development of the property as a publicly accessible stormwater park and to ensure compliance with Part 201 of the Michigan Natural Resources and Environmental Protection Act. Consultant should assume an updated Phase II ESA and Due Care Plan are likely needed.
- 6) Gather and review information pertaining to existing public and private utilities and determine the precise location, both horizontally and vertically, of any existing utilities.
- 7) Incorporate maintenance considerations into the design, including a maintenance access drive to service the 721 site and provide solid waste access to the adjacent properties fronting North Main and Felch Streets. Identify ongoing maintenance obligations and provide recommendations to the DDA and City of Ann Arbor.
- 8) Oversee the public art selection process and incorporate the public art into the site design. Per the [DDA's Elevate Program](#), 1% of the construction budget must be allocated toward public art and placemaking.
- 9) Identify and design lighting and electrical needs for the 721 N. Main site improvements. The lighting plan should be wildlife-friendly with dimming and adaptive controls.
- 10) 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 Ann Arbor DDA.
 - i. All drawings shall be prepared to City of Ann Arbor Public Services Area Drafting Standards. The City of Ann Arbor and DDA 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.
 - ii. Provide geometric designs for the bikeways, paths, and vehicle access points.
 - iii. Provide bidding assistance including assistance developing Construction RFP or ITB, leading a pre-proposal or pre-bid meeting, responding to offeror questions and providing revisions and addenda as needed, reviewing contractor proposals, developing a detailed bid tab, and participating in the contractor selection process.
 - iv. Establish all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that City of Ann Arbor Standards and/or best management practices are followed in all areas of the proposed work. The City and the DDA reserve the right of final determination regarding specific Items of

Work and if Special Provisions will be required to satisfactorily detail and describe the work.

- v. Prepare all specifications and plan sheets in accordance with City or other appropriate design standards. All scales shall be approved by the City of Ann Arbor Engineering Unit. The format of the drawings shall be completely compatible with the City's drawing preparation standards and layout(s). All drawings shall be provided in a format compatible with the latest version of AutoCAD, without the need to reconfigure drawings for plotting or other purposes. The City of Ann Arbor and DDA shall be provided with electronic copies of all folders and files used to create engineering construction drawings.
 - vi. Prepare Maintenance of Traffic (MOT) plans relative to construction phasing, meeting the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Design Standards to construct the project. MOT plans shall be developed in coordination with the City's Transportation Unit.
 - vii. Design work shall be compliant with all relevant standards, including City of Ann Arbor, MDOT, Washtenaw County Water Resources Commissioner's Office, Public Right-of-Way Accessibility Guidelines (ADA/PROWAG), EGLE, and others.
 - viii. Prepare any pavement marking, permanent signing, and/or traffic signal plans that may be necessary for the successful implementation of the project.
 - ix. Identify, define, and prepare all legal descriptions and exhibit drawings for all easements and/or temporary grading permits that will be required to construct the proposed improvements. Areas where the expected grading permits or easements are necessary will be determined as the design of the project progresses.
 - x. Any other items that the Consultant feels are necessary so that when the design is 100% complete, all needed work is detailed on the drawings and fully described in the project specifications
- 11) Prepare an engineer's estimate of probable costs at 15%, 50%, 75%, and 100% project milestones to ensure budget compliance.
- 12) Construction engineering and inspections are not included in this contract. They are anticipated to be contracted separately.
- 13) Public Engagement
- Consultant shall propose, develop, and lead a public engagement plan throughout the course of the design of the project in conjunction with the DDA. This work shall include but is not limited to:

- i. Preparation of visual aids and other public engagement materials;
- ii. Leading public meetings and stakeholder meetings;
- iii. Attending and presenting at relevant board and commission meetings, including the DDA Board, Transportation Commission, Commission on Disability Issues, and Public Art Commissions;
- iv. Notetaking and recordkeeping at meetings;
- v. Providing materials and content to allow the DDA to maintain a project website;
- vi. Production of informational graphics, emails, and mass mailings;
- vii. Other information sharing techniques as proposed by the Consultant team;
- viii. Documentation of all outreach and engagement activities in a summary document.

SECTION III - MINIMUM INFORMATION REQUIRED

A. 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. The following describes the elements of each Section that should be included in each proposal and the point system that will be used by the DDA 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 limited to: how the project(s) will be managed and scheduled, how and when data and materials will be delivered to the DDA, communication and coordination, the working relationship between the offeror and DDA 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 should 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 DDA.

F. Attachments

Legal Status of Respondent, 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.

B. 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 (if applicable) and pricing.
3. The interview must include the project team members expected to 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 bidder, 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 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 the DDA Board, if suitable proposals are received.

The DDA reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The DDA 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.

C. 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.

Each person signing the proposal certifies that they are a person in the bidder'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.

A. 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 DDA web site www.A2dda.org for all parties to download.

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The DDA will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Sample Standard Contract

Attachment B – Legal Status of Respondent

Attachment C - Non-Discrimination Ordinance Declaration of Compliance Form.

Attachment D – Living Wage Declaration of Compliance Form.

Attachment E – Vendor Conflict of Interest Disclosure Form Attachment F – Non-Discrimination Ordinance Poster.

Attachment G – Living Wage Ordinance Poster.

Attachment H – Downtown Area Circulation Study

Attachment I – Ann Arbor Stormwater Park Conceptual Design Phas

ATTACHMENT A - SAMPLE STANDARD CONTRACT

PROFESSIONAL SERVICES AGREEMENT BETWEEN [TBD]

AND THE CITY OF ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY FOR [TBD]

This agreement ("Agreement") is between the City of Ann Arbor Downtown Development Authority, a Michigan municipal corporation, 415 N 5th Ave, Ann Arbor, MI 48104 ("DDA"), and [TBD], a(n) [TBD]

_____, [TBD], [TBD], [TBD] [TBD] ("Contractor"). DDA and Contractor agree as follows:

1. Definitions

Administering Service Area/Unit means [TBD].

Contract Administrator means [TBD], acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

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

Project means [TBD].

Services means [TBD] as further described in Exhibit A.

2. Duration

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. Services

- A. Contractor shall perform all Services in compliance with this Agreement.

The DDA retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to DDA and City policies applicable to independent contractors.
- D. Contractor may rely upon the accuracy of reports and surveys provided by the DDA and City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. Independent Contractor

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the DDA or City, and is not granted any authority to assume or create any obligation or liability on the DDA or City's behalf, or to bind the DDA or City in any way.

5. Compensation of Contractor

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the DDA for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a

different payment schedule is specified in Exhibit B.

- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractors shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the DDA may verify invoices submitted by Contractor. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

6. Insurance Indemnification

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the DDA from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the DDA demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the DDA. Currently, the DDA requires insurance to be submitted through its contractor, myCOI. 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 subcontractors.
- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the DDA.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the DDA and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the DDA's negligence, willful misconduct, or failure to comply with

a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

D. Contractor is required to have the following minimum insurance coverage:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The Ann Arbor DDA shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per project General Aggregate.

\$1,000,000 Personal and Advertising Injury.

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

Bodily Injury by Accident - \$500,000 each accident.

Bodily Injury by Disease - \$500,000 each employee.

Bodily Injury by Disease - \$500,000 each policy limit.

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The Ann Arbor DDA 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. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability

and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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

7. Wage and Nondiscrimination Requirements

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter

23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the 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 DDA, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. Representations and Warranties by Contractor

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

- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. Obligations of the DDA

- A. The DDA shall give Contractor access to DDA properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. Assignment

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

11. Termination of Agreement

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

appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.

- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. Remedies

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

13. Notice

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

If Notice is sent to

Contractor:

[TBD]

ATTN:
[TBD]
[TBD]

[TBD], [TBD] [TBD]

If Notice is sent to the DDA:

City of Ann
Arbor DDA

ATTN:
[TBD]

415 Fifth Avenue, 2nd Floor

Ann Arbor, Michigan 48104

With a copy to:

ATTN: Office of the DDA
Attorney

[TBD]

14. Choice of Law and Forum

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

15. Ownership of Documents

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the DDA. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the DDA without restriction or limitation on their use. The DDA acknowledges that the documents are prepared only for the

Services. Prior to completion of the Services the DDA shall have a recognized proprietary interest in the work product of Contractor.

16. Conflicts of Interest or Representation

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

Contractor agrees to advise the DDA if Contractor has been or is retained to handle any matter in which its representation is adverse to the DDA and to obtain the DDA's consent therefor. The DDA's prospective consent to Contractor's representation of a client in matters adverse to the DDA, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the DDA. Each matter will be reviewed on a case-by-case basis.

17. Severability of Provisions

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

18. Extent of Agreement

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

and the DDA. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. Electronic Transaction

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

(Signatures continue on following page).

Signed and Sealed on this ____ day of _____, 202__.

CONSULTANT

_____ Date: _____

DDA

_____ Date: _____

Amber Miller, Capital Projects and Planning Manager

_____ Date: _____

Maura Thomson, Executive Director

ATTACHMENT B – LEGAL STATUS OF RESPONDENT

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.

Authorized Official: _____

Date: _____, 202__

(Print) Name: _____

Title: _____

Company: _____

Address: _____

Contact Phone: _____ . Fax: _____ .

Email: _____

ATTACHMENT C – NON-DISCRIMINATION ORDINANCE DECLARATION OF COMPLIANCE FORM

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

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

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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

Company Name: _____

Street Address: _____

Signature of Authorized Representative: _____

Date: _____

City, State, Zip: _____

Print Name and Title: _____

Phone/Email Address: _____

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

ATTACHMENT D – LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE FORM

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 \$17.08/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 \$19.04/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: _____

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org.
25-26

ATTACHMENT E – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

See following page for form.



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.	☐ Relationship to employee: ☐ Interest in vendor's company. ☐ 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	

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org.

COI – Ver. 1 – 6/9/16

ATTACHMENT F – NON-DISCRIMINATION ORDINANCE POSTER

See following page for poster.

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.

2017 Rev. 0

ATTACHMENT G – LIVING WAGE ORDINANCE POSTER

CITY OF ANN ARBOR LIVING WAGE ORDINANCE
--

Rate Effective April 30, 2025 – Ending April 29, 2026.

- **\$17.08 per hour** if the employer provides health care benefits.*
- **\$19.04 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/hour 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.

ATTACHMENT H – DOWNTOWN AREA CIRCULATION STUDY

PROJECT RECOMMENDATION: D

Summit Street Connector

Project Context

The Summit Street Connector will create a fully separated bicycle connection between the 721 N. Main Connector, the B2B Trail tunnel, and the Broadway Bridge. Together with the 721 N. Main Connector, it will extend the network from First Street northeast, enabling access to the trail and park amenities as well as retail and institutions on the north side of town.

The route will run through Wheeler Park, which already serves as a de facto connection from W Summit Street, including enhancements to make it a true shared-use path. The transition onto E Summit Street and the Broadway Bridge will be improved, as will the crossing of Depot Street to access the B2B Trail.

Project Scope & Recommendations

The Summit Street Connector is a recommended project, and anticipates installing separated bike lanes on Summit from North Main to Fourth Avenue, and from Fifth Avenue to Beakes. The block of Summit between Main and Fourth may not require the same level of separation, but may be designed as separated lanes for consistency. The existing pathway through Wheeler Park will be enhanced to function as a proper shared-use pathway for cyclists and pedestrians.

Safety & Comfort

HISTORICAL TRENDS

This project was not included in the safety report, but crash history from SEMCOG is below:

Summit St. Crashes, 2017-2023		
N Main to Beakes	All modes	Ped & bike
All severity levels	5	0
Fatal crashes	0	0
Serious injury crashes	0	0

ANTICIPATED IMPROVEMENTS

Improving the challenging intersections on Summit and installing dedicated facilities is expected to improve a connection that local bicycle riders emphasize as critical and currently uncomfortable to navigate.

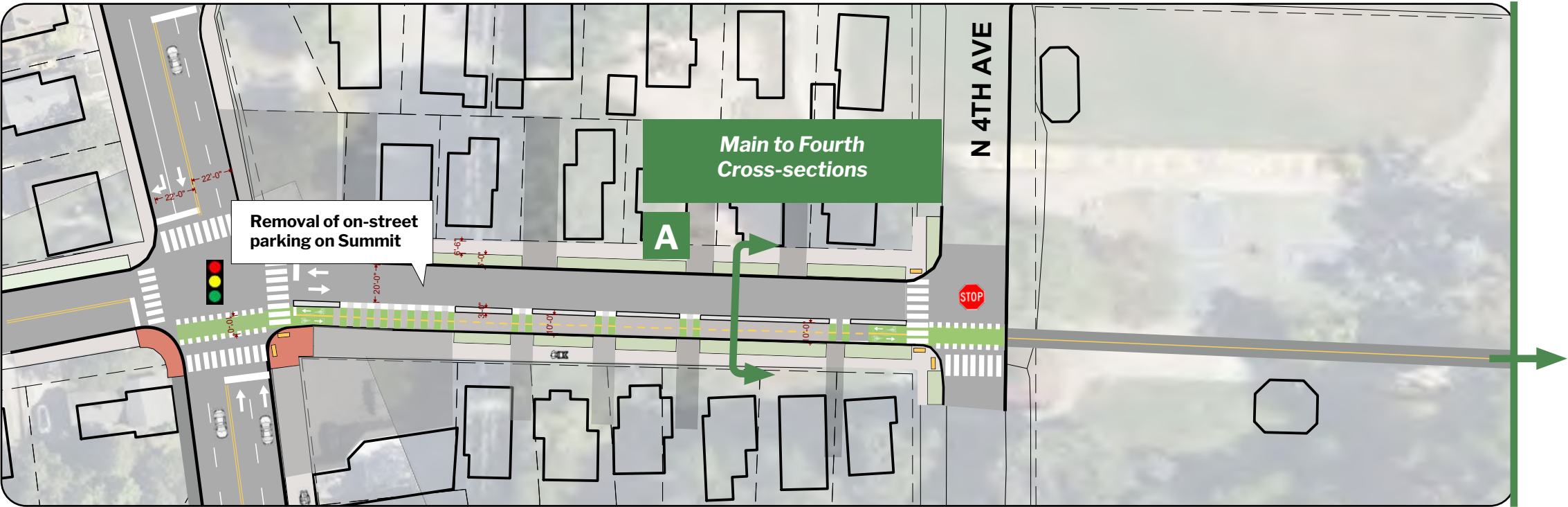
Engagement

The additional connectivity provided by the route was well received by engagement event participants. Many spoke to the challenges of navigating the transition to the B2B Trail and the Broadway Bridge in its current state and hope for significant crossing improvements and traffic calming.



PROJECT RECOMMENDATION: D

Summit Street Connector

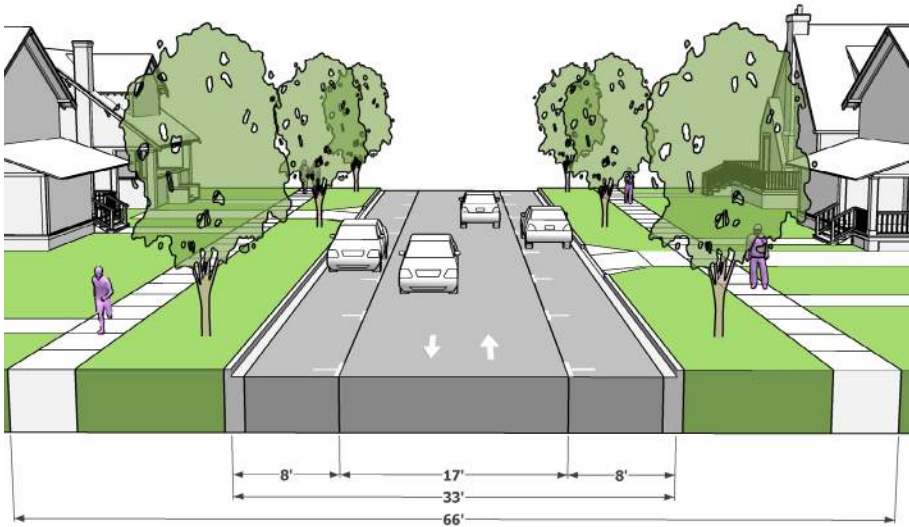


Design Considerations & Operations

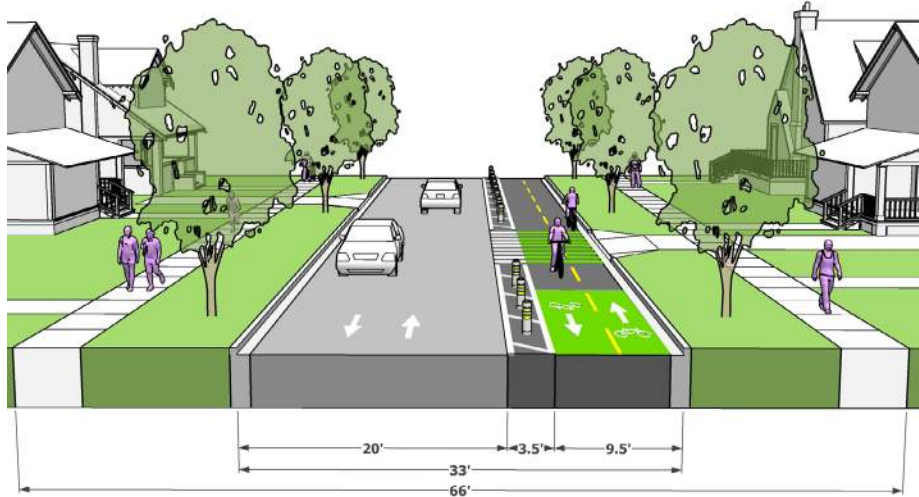
- A Parking will need to be removed on the stretches of Summit to accommodate the bike lanes.

Main to Fourth Cross-sections

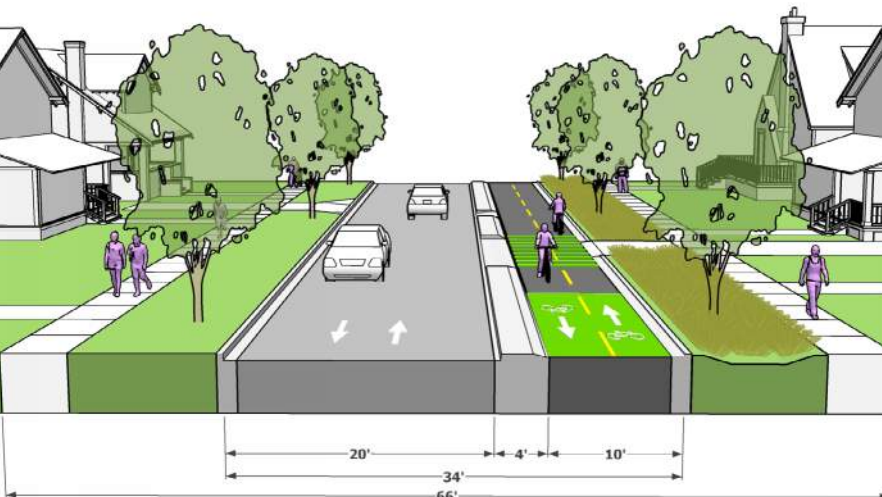
Existing Street
The existing Summit Street cross-section is currently open for two-way vehicle traffic with no dedicated bicycle facilities and parking on both sides.



Quick Build Option
The quick build option would narrow the vehicle lanes to 10-feet and provide a 9.5-foot Bikeway and 3.5-foot buffer. Minimal curb adjustments anticipated.



Curbed Option
The curbed option would use a permanent curbed median to separate the Bikeway and vehicle lane. This would likely require curb adjustments on the Bikeway side of the street, but would create an opportunity for green stormwater infrastructure.



PROJECT RECOMMENDATION: D**Summit Street Connector**

B The enhancements through Wheeler P will turn the de facto connection into a shared-use path.

C At Fifth Avenue the route will split between a connection down Fifth Avenue to the B2B Trail and another continuing down Summit Street to the Broadway Interchange.

Implementation**Next Steps**

- Interface with future transit lanes on the Broadway Bridge.
- Coordinate with any future Wheeler Park enhancements.

Partners

- City of Ann Arbor Transportation
- City of Ann Arbor DDA
- AAATA
- City of Ann Arbor Parks and Recreation (Coordination for Wheeler Park shared-use path)
- MDOT (Coordination for North Main corridor intersection improvements)
- Treeline Conservancy (Opportunity to coordinate improvements at North Main and connections to the rail tunnel)

PROJECT RECOMMENDATION: E

721 N Main Connector

Project Context

The City-owned property at 721 N. Main, a former municipal maintenance yard, has long been identified as potential opportunity for green space creation and trail connections. The property is identified as a connection of the Treeline Trail, and there is an opportunity to connect the terminus of the First Street Bikeway through the Kingsley Condos project (where the City has a suitable easement for trail access already secured), along Felch Street, and to a public property connection to 721 North Main. This route would connect to the proposed Summit Street Connector and to the Treeline Trail proposed alignment, which would in turn connect to the B2B Trail. This project is also an opportunity to improve crossing conditions at Summit Street and N. Main Street as well.

It is important to note that the 721 N. Main site is mostly within the Allen Creek floodplain, including active floodways.

Project Scope & Recommendations

The DAC Study recommends advancing the 721 N. Main Connector project forward. The First and Kingsley crossing can be improved

to function as a shared-use trail crossing, with the existing sidewalk behind Kingsley Condos widened to 10-feet to serve as a shared-use trail. This would travel down Felch Street for a block, and cross into the 721 N. Main Street site. The level of improvement surrounding the trail within 721 N. Main will depend on plans for the overall site.

Safety & Comfort

HISTORICAL TRENDS

This project was not included in the safety report, but crash history from SEMCOG is below:

Summit Intersection Crashes, 2017-2023		
At N Main	All modes	Ped & bike
All severity levels	14	1
Fatal crashes	0	0
Serious injury crashes	1	0

ANTICIPATED IMPROVEMENTS

The North Main intersection is frequently identified as a barrier for crossing. Potentially, through coordination with MDOT and/or as part of the jurisdictional transfer process, adjusting travel lanes on North Main could be explored. A reduction of a southbound lane as part of a road diet or configuration could allow for a larger bumpout at the southwest corner of Summit and North Main, which would reduce crossing distance and provide a more comfortable waiting area. Alternatively, securing an easement or access to part of

the private property at the same southwest corner could allow for a larger waiting area.

Engagement

Engagement event participants were pleased with the use of the City property to create this important connection, and spoke to the importance of safe crossings and comfortable facilities throughout. The crossing of N Main in particular was seen as a pain point.



The 721 N. Main study provided a conceptual site plan for the City property, including the connection to non-motorized trails.

PROJECT RECOMMENDATION: E**721 N Main Connector****Implementation****Next Steps**

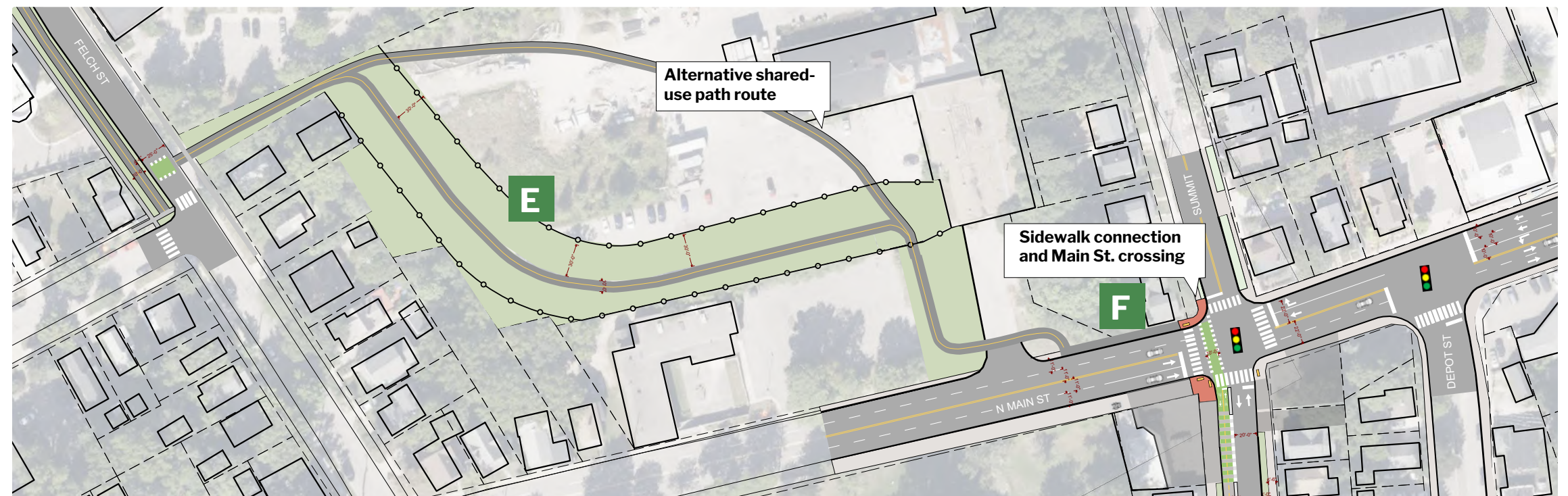
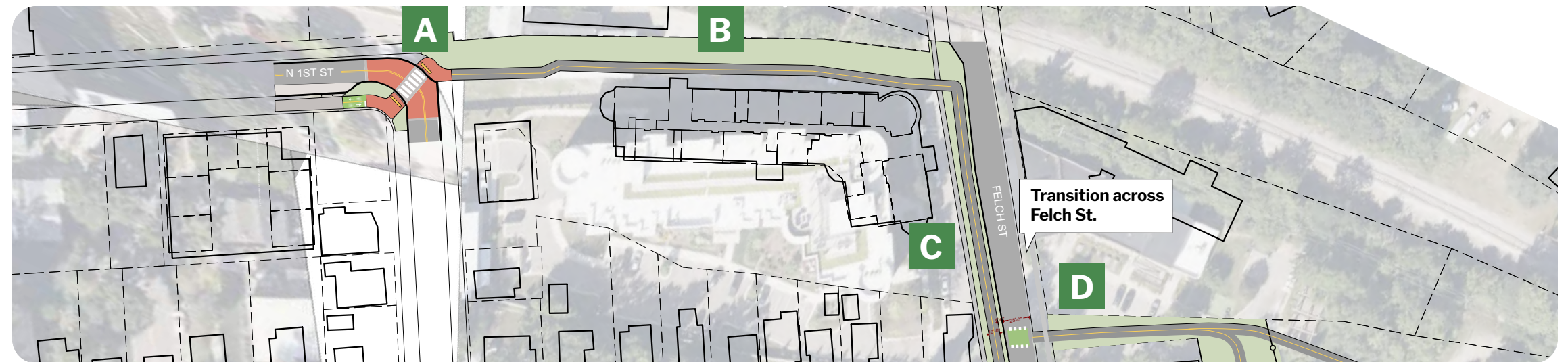
- Coordinate across City departments on improvements to the 721 N. Main site for trail access and/or site remediation and green space development. A shorter term solution may be to install the trail within a fenced in corridor that can be capped and isolated from the site, while still allowing connectivity through.
- Coordination with ongoing efforts exploring the jurisdictional transfer of N. Main Street to local control from MDOT.
- Continue to engage the Treeline Conservancy and partners to coordinate trail development through 721 N. Main and connections across N. Main Street.

Partners

- City of Ann Arbor Transportation
- City of Ann Arbor DDA
- MDOT (Coordination on N Main crossing)
- City of Ann Arbor Parks and Recreation (Coordination on 721 N Main property)
- Treeline Conservancy (Opportunity to coordinate improvements at North Main)

Design Considerations & Operations

- A** Further improve the crossing at First and Kingsley to function as a shared-use trail crossing point.
- B** Existing public easement behind Kingsley Condos contains a sidewalk, which can be widened to a 10-foot wide shared-use trail.
- C** Sidewalk on Felch Street transitions into the shared-use trail for a block.
- D** Crossing point into the 721 N. Main property across Felch. This access point is in public ownership.
- E** Establish a secure corridor through the 721 N. Main property using fencing. Cap the areas adjacent to the trail with impervious materials and/or clay caps to meet applicable recreational use / trail standards.
- F** The trail continues along a short section of N. Main, replacing and widening the existing sidewalk. This is a highly constrained location unless an easement or property access to adjacent properties can be secured or adjustments to N. Main Street implemented to move the curb line.



ATTACHMENT I – ANN ARBOR STORMWATER PARK CONCEPTUAL DESIGN

(Please note that 123 W. Summit is no longer part of 721 N. Main as shown in this concept)

Ann Arbor

City of Ann Arbor, Washtenaw County, Michigan



SEMCOG

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

DRAFT

SEMCOG . . . *Developing Regional Solutions*

MISSION

SEMCOG, the Southeast Michigan Council of Governments, is the only organization in Southeast Michigan that brings together all governments to develop regional solutions for both now and in the future. SEMCOG:

- Promotes informed decision making to improve Southeast Michigan and its local governments by providing insightful data analysis and direct assistance to member governments;
- Promotes the efficient use of tax dollars for infrastructure investment and governmental effectiveness;
- Develops regional solutions that go beyond the boundaries of individual local governments; and
- Advocates on behalf of Southeast Michigan in Lansing and Washington

Ann Arbor Concept Design

By Drummond Carpenter PLLC

© SEMCOG 2026

DRAFT

ABSTRACT

Preparation of this document is financed in part through grants from and in cooperation with the Michigan Department of Transportation with the assistance of the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration; and other federal and state funding agencies as well as local membership contributions and designated management agency fees.

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ANN ARBOR CONCEPT DESIGN

FRP Project Overview

SEMCOG's Flooding and Resilience Plan for Southeast Michigan provides a regional framework to mitigate flooding impacts across Southeast Michigan now and into the future, and build resilience within local communities to respond to flooding events. Data, studies, tools, planning and projects will feed into a Regional Plan to elevate priorities for future funding opportunities. A Flooding Task Force, made up of local experts and stakeholders, is helping to guide the work forward, identifying strategies and projects that will build resilience in our infrastructure systems.

A central component of the plan is the identification, selection, and conceptual planning of large-scale nature-based solutions (NbS) to reduce flooding. This aspect of the project uses a multi-phased approach, beginning with desktop GIS analysis to screen and prioritize candidate sites based on hydrologic feasibility, land use compatibility, flood storage potential, and proximity to known flooding issues. To complement the technical analysis, stakeholder engagement was incorporated throughout the NbS process. Collaboration with local governments, technical experts, and community stakeholders played a key role in aligning selected sites with regional resilience goals, local priorities, and technical feasibility.

NbS Concept Summary

The Ann Arbor Stormwater Park NbS concept presents a unique opportunity to address flooding, water quality, and environmental restoration objectives within the Allen Creek corridor, located within the Huron River watershed (Figure 1). Located on the vacant 721 N. Main Street property, the project seeks to transform an underutilized brownfield site into a multifunctional stormwater management system that provides flood storage, water quality treatment, ecological restoration, and community open space.

A primary objective of the concept is to reduce flooding associated with the Allen Creek drainage system while improving water quality and restoring ecological function. The project utilizes a combination of stormwater infrastructure, naturalized treatment features, and flood storage areas to manage runoff from multiple sources throughout the watershed.

Unlike traditional stormwater facilities, the Ann Arbor Stormwater Park is envisioned as a publicly accessible green infrastructure asset. The concept incorporates trail connections, overlook opportunities, educational features, and naturalized landscapes that support neighborhood connectivity, public engagement, and broader community initiatives, including the Allen Creek Greenway and North Main Street corridor.

By repurposing a vacant property within a highly constrained urban setting, the concept demonstrates how nature-based solutions can address infrastructure challenges while creating meaningful environmental and community benefits.

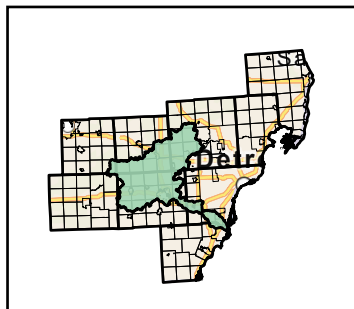
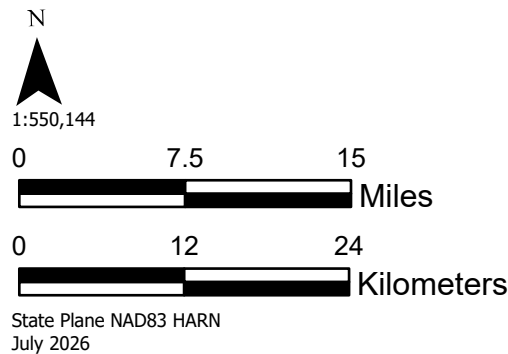
Figure 1- Huron River Watershed and Ann Arbor 721 NbS Concept Location



-  Ann Arbor NbS
-  Barton Pond Subwatershed
-  Huron Watershed



Southeast Michigan Council of Governments
1001 Woodward, Ave., Suite 1400, Detroit, Michigan 48226-1904
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Overview of Ann Arbor

Site Description

The Ann Arbor Stormwater Park site is located at 721 N. Main Street in the City of Ann Arbor and consists of approximately 6.5 acres of land within the historic Allen Creek corridor (Figure 2). The property is situated immediately north of downtown Ann Arbor and is surrounded by a mix of residential, institutional, commercial, and recreational land uses. Its location places the site in close proximity to established neighborhoods, the Ann Arbor Senior Center, and the planned Allen Creek Greenway and Treeline Trail corridors.

A defining characteristic of the property is its location directly above the enclosed Allen Creek Drain. The site also occupies a prominent position along North Main Street, making it one of the most visible redevelopment sites within the Allen Creek corridor. To the west, the site is bordered by an active railroad.

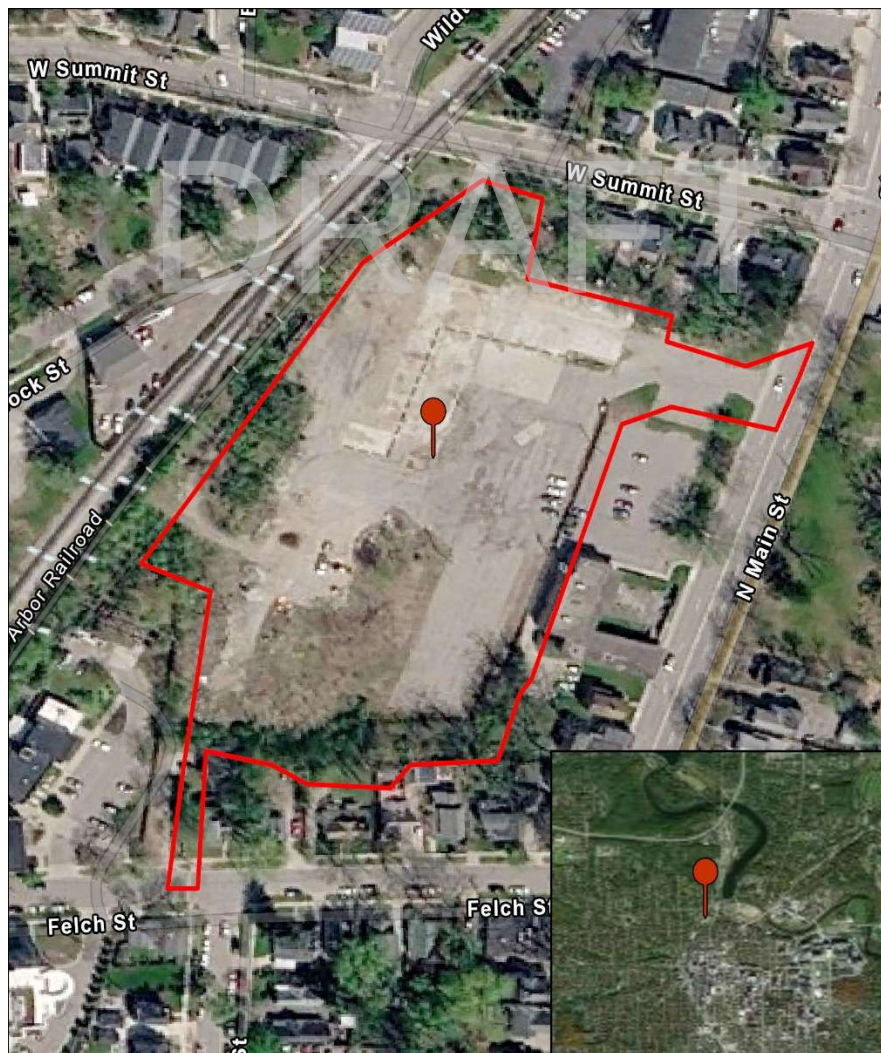


Figure 2 – Ann Arbor Site Location and Existing Layout

Property Usage

The 721 N. Main Street property has historically been utilized for municipal and industrial-related activities, including use by the City of Ann Arbor Department of Public Works (DPW). Over time, the site was developed with buildings, paved surfaces, utilities, and supporting infrastructure associated with these operations. Historical site activities and previous industrial uses have contributed to the environmental conditions currently present on the property and have influenced redevelopment planning efforts.

In recent years, the existing buildings and associated improvements have been removed, leaving the site largely vacant and underutilized. Current conditions consist of open space, dense vegetation, remnants of previous development, and limited informal access.

Today, the property functions primarily as vacant land with no active public use. The property is anticipated to play an important role in potential implementation of the Allen Creek Greenway and Treeline Trail initiatives. Future improvements at the site will need to consider opportunities to support both stormwater management objectives and broader community connectivity goals.

Description of Stormwater Characteristics

Allen Creek, once an open watercourse, now flows through an enclosed drainage system beneath much of the city, including the 721 N. Main Street property. During significant rainfall events, the Allen Creek system can become surcharged, contributing to localized flooding and increased hydraulic stress throughout the watershed and surrounding storm sewer network (Figure 3).

Several existing storm sewer systems convey runoff through and adjacent to the site, including infrastructure serving nearby residential neighborhoods, portions of the North Main Street corridor, and upstream areas of the Allen Creek watershed. These systems ultimately discharge to the Allen Creek drainage network and contribute to elevated flows during storm events.

The surrounding watershed is highly urbanized and characterized by extensive impervious surfaces, including roadways, parking areas, commercial properties, and residential development. These conditions generate rapid runoff during rainfall events, limiting opportunities for natural infiltration and detention. As a result, stormwater is conveyed primarily through enclosed drainage infrastructure with limited opportunities for storage or treatment under existing conditions.

A significant portion of the property is located within the Allen Creek floodplain and designated floodway, reflecting the site's historical role in conveying and storing floodwaters. While these conditions introduce additional hydraulic, regulatory, and permitting considerations, they also highlight the importance of the site within the broader Allen Creek drainage system.



Figure 3 - Stormwater System Surrounding the 721 NbS Site, based on the City's Allen Creek SWMM Model

Proposed NbS

The proposed NbS for the Ann Arbor Stormwater Park transforms the vacant 721 N. Main Street property into a multifunctional stormwater management and public open space system that addresses flooding, water quality, environmental restoration, and community connectivity within the Allen Creek corridor (Figure 4). The concept is designed to function in coordination with the existing enclosed Allen Creek Drain and surrounding storm sewer infrastructure, providing strategically located storage and treatment opportunities within a highly constrained urban watershed.

A central component of the concept is the creation of a network of surface storage areas, wetlands, and low-flow channels located above and adjacent to the existing Allen Creek Drain. These features are intended to provide temporary storage during storm events while restoring elements of the site's historical hydrologic function. The system creates opportunities to capture and detain stormwater within the Allen Creek floodplain, reducing peak flows and providing relief to portions of the downstream drainage system.



Figure 4 - Proposed NbS Concept Aerial View

In addition to Allen Creek storage, the concept incorporates multiple stormwater diversion and treatment elements that intercept runoff from surrounding infrastructure before it enters the drainage network. Proposed storm sewer diversions, bioswales, and underground storage components work together to capture runoff from adjacent streets and developed areas, distributing flows throughout the site for storage and treatment. This approach allows the project to address both localized drainage concerns and broader watershed-scale flooding objectives.

Water quality and environmental restoration are integrated throughout the concept. Naturalized treatment features, including wetlands, vegetated channels, bioswales, and open water areas,

provide opportunities for sediment settling, pollutant removal, and ecological enhancement. The use of varied water depths, native vegetation communities, and interconnected habitat features creates a more resilient landscape while supporting long-term stormwater management performance. Opportunities for enhanced treatment measures, including incorporation of natural filtration features, may be further evaluated during future design phases.

The Ann Arbor Stormwater Park is designed to function as a public-facing green infrastructure asset. The concept includes a network of trails, maintenance access routes, overlook opportunities, and educational features intended to reconnect the community with the historic Allen Creek corridor. These improvements support broader goals associated with the Allen Creek Greenway and Treeline Trail initiatives while creating opportunities for recreation, environmental education, and neighborhood connectivity. The proposed overlook platform serves as a focal point for viewing and interpreting the site's stormwater and ecological functions.

Collectively, these improvements transform an underutilized brownfield property into a multifunctional stormwater park that manages runoff from multiple sources, improves water quality, restores ecological function, and provides meaningful community benefits. By combining green infrastructure, flood storage, environmental restoration, and public access within a single coordinated system, the concept demonstrates a comprehensive approach to watershed resilience within a highly urbanized setting.

Landscaping and Planting

Landscaping and planting associated with the Ann Arbor Stormwater Park NbS are intended to support both stormwater management performance and ecological restoration within the historic Allen Creek corridor. The site's landscape framework (Figure 5) is organized around a series of distinct vegetation communities that respond to varying hydrologic conditions, ranging from permanently wet treatment features and low-flow channels to seasonally inundated flood storage areas and upland public spaces.



Figure 5 - Proposed Planting Plan

Native wetland, emergent, and riparian vegetation will be concentrated within the project's treatment wetlands, open water features, and restored channel corridors. These plant communities are intended to support water quality treatment, sediment capture, habitat creation, and stabilization of stormwater conveyance features while mimicking elements of the site's historic hydrologic function. Areas subject to periodic flooding will utilize floodplain-adapted species capable of tolerating fluctuating water levels and seasonal inundation.

Outside of the primary treatment features, the landscape transitions into a network of native meadow, prairie, and tree plantings that provide habitat diversity, visual interest, and long-term site resilience. These areas also support the project's trail network, overlook platform, educational elements, and other public-facing components while minimizing long-term maintenance demands. Existing vegetation that can be preserved and incorporated into the final design will be evaluated during future project phases to maintain established canopy where appropriate.

Given the site's history of industrial and municipal use, future planting design will also need to be coordinated with ongoing environmental investigation and any required remediation activities.

Plant selection and soil management strategies should support both ecological restoration goals and long-term compatibility with site redevelopment requirements.

Collectively, these landscaping and planting strategies transform the property from a vacant and underutilized site into a multifunctional stormwater park that improves water quality, restores ecological function, strengthens habitat connectivity, and enhances the public experience of the Allen Creek corridor.

Community and Social Benefits

The Ann Arbor Stormwater Park NbS provides community benefits that extend well beyond flood mitigation and stormwater management. By transforming a vacant and underutilized property within the historic Allen Creek corridor, the project creates opportunities for public open space, environmental education, neighborhood connectivity, and ecological restoration within a highly developed urban setting. The concept reintroduces visible water features, naturalized landscapes, and flood storage areas that help reconnect residents with watershed processes while improving the environmental character of the site.

A network of trails, overlook opportunities, and educational elements is proposed to encourage public use and interaction with the site. These improvements support broader community initiatives, including future Allen Creek Greenway and Treeline Trail connections, while improving access between surrounding neighborhoods and destinations along the North Main Street corridor. The proposed overlook platform serves as a focal point for viewing the restored landscape and interpreting the site's role in stormwater management, environmental restoration, and community resilience.

The project also represents a significant brownfield redevelopment and revitalization opportunity, converting a historically developed property into a long-term public asset. By integrating flood mitigation, habitat restoration, water quality treatment, and public access into a single coordinated project, the Ann Arbor Stormwater Park demonstrates how NbS implementation can support both watershed resilience and broader community goals within a constrained urban environment.

NbS Performance Metrics

The Ann Arbor Stormwater Park concept performs strongly across multiple NbS metrics by integrating flood mitigation, water quality improvement, ecological restoration, and community connectivity within a single project area. Unlike conventional stormwater infrastructure, the concept utilizes naturalized systems to manage runoff while creating environmental and social co-benefits.

From a flood resilience perspective, the concept increases available stormwater storage within the Allen Creek corridor and provides opportunities to reduce hydraulic stress on the existing drainage system during larger storm events. The project also incorporates multiple treatment pathways that support water quality improvement through sediment settling, vegetative filtration, and natural stormwater treatment processes.

The concept provides significant ecological value through establishment of wetland, riparian, prairie, and woodland plant communities within a previously developed site. These features increase habitat diversity, improve ecological connectivity, and contribute to restoration of environmental functions that have been lost through historic urban development.

A distinguishing characteristic of the project is its ability to combine environmental performance with public accessibility. The proposed trail network, overlook platform, and educational features allow the site to function as both green infrastructure and community open space, creating opportunities for public engagement with watershed and resilience initiatives. Collectively, the concept demonstrates a balanced approach to NbS by delivering measurable flood resilience outcomes while advancing water quality, habitat restoration, climate adaptation, and community connectivity objectives.

DRAFT

Capital Cost and Funding Opportunities

Conceptual Cost Estimate

Preliminary capital costs for implementation of the Ann Arbor Stormwater Park NbS are estimated at approximately \$5–7 million, resulting in a unit cost of roughly \$5.60 per gallon of storage. Major cost drivers include demolition of remaining site infrastructure, excavation and grading associated with flood storage and treatment features, storm sewer diversion and rerouting, underground storage facilities, and disposal of excavated materials.

Additional project components contributing to the overall cost include construction of low-flow channels, limestone cascades, treatment wetlands, outlet structures, and site access features such as the proposed pathway. Utility coordination, storm sewer modifications, and integration with the existing Allen Creek drainage infrastructure will also influence final project costs.

The property's location within the Allen Creek floodplain and floodway introduces additional design, permitting, and construction considerations that may affect cost development during future phases. Furthermore, previous environmental investigations have identified contamination associated with historical site uses. As a result, additional environmental assessment, management of impacted soils and groundwater, and potential remediation activities may be required as design advances.

Table 1: Conceptual Design and Construction Cost Estimate

	Unit	Qty.	Unit Price	Total Cost
Engineering Design (20%)	LS	1	\$840,000	\$840,000
Mobilization/Demobilization (5%)	LS	1	\$210,000	\$210,000
NbS				
Excavation and Disposal	CY	7,000	\$60	\$420,000
Grading	SY	6,500	\$16	\$104,000
Underground Detention	LS	1	\$200,000	\$200,000
Cascades	CY	500	\$750	\$375,000
Tree Clearing and Planting	LS	1	\$100,000	\$100,000
Low-Flow Channel	LF	900	\$150	\$135,000
Seed Mixes	AC	4	\$4,000	\$16,000
Native Wildflowers & Shrubs	SF	9,000	\$6	\$54,000
Reinforced Turf Path	SY	3,200	\$60	\$192,000
Civil/Site				
Existing Lot Demo	LS	1	\$720,000	\$720,000
Storm Sewer Reroutes	LS	1	\$350,000	\$350,000
Subtotal				\$3,716,000
Contingency (50%)				\$1,858,000
Total				\$5,574,000

Grant Readiness and Funding Opportunities

The Ann Arbor Stormwater Park concept benefits from several characteristics that strengthen its readiness for future grant funding. The project has been advanced through conceptual planning, stakeholder engagement, environmental assessment, and coordination with City staff, providing a strong foundation for future project development. The site is also publicly visible and located within a well-established planning corridor that has been the focus of ongoing discussions related to the Allen Creek Greenway, Treeline Trail, stormwater management, and community revitalization.

The project's multi-benefit approach positions it well for a diverse funding portfolio. Federal hazard mitigation programs, including FEMA's Building Resilient Infrastructure and Communities (BRIC) program, are well suited to support the flood storage, storm sewer improvements, and flood risk reduction components of the project. The National Fish and Wildlife Foundation's Southeast Michigan Resilience Fund and Michigan EGLE water quality programs provide strong opportunities to fund wetland restoration, native vegetation, stormwater treatment, and habitat enhancement elements. Recreational improvements such as trails, pedestrian connections, and park amenities align well with Michigan Department of Natural Resources recreation grant programs, while Great Lakes restoration and climate resilience initiatives offer additional opportunities to support ecological restoration and water quality improvements within the Huron River watershed. By combining multiple funding sources, the City can implement a comprehensive project that advances flood resilience, environmental stewardship, and community revitalization while maximizing the competitiveness of future grant applications.

Collectively, the combination of completed planning efforts, known site conditions, stakeholder engagement, and alignment with multiple funding priorities positions the Ann Arbor Stormwater Park concept as a strong candidate for future grant applications and phased implementation.

Operations & Maintenance Considerations

The Ann Arbor Stormwater Park NbS incorporates a series of interconnected stormwater management features that will require routine inspection and maintenance to support long-term performance. Key infrastructure elements include the low-flow channel system, limestone cascades, treatment wetlands, bioswales, underground detention facilities, storm sewer diversion structures, and outlet controls.

Maintenance activities will focus on preserving hydraulic function and water quality performance throughout the stormwater treatment train. Periodic inspection and sediment removal will likely be required within the low-flow channels, cascades, forebays, and wetland areas to maintain conveyance capacity and treatment effectiveness. Vegetation management will include monitoring establishment of native plant communities, controlling invasive species, and replacing plant material as needed to maintain ecological function.

The proposed underground detention systems will require periodic inspection and maintenance in accordance with manufacturer recommendations, including assessment of inlets, outlets, access structures, and accumulated sediment. Similarly, storm sewer diversion points, outlet structures, and conveyance features should be routinely evaluated to ensure proper operation during both frequent and larger storm events.

While the project incorporates a variety of NbS components, maintenance activities are generally consistent with those associated with treatment wetlands, green infrastructure systems, and public open space facilities. Establishing a long-term operations and maintenance plan will be an important component of future project development and implementation.

Potential Project Constraints and Conflicts

Implementation of the Ann Arbor Stormwater Park NbS will require coordination with several existing and planned features within the Allen Creek corridor. The site has a long history of municipal and industrial use, and previous environmental investigations have identified contamination that will require consideration during future design and construction activities.

The site is located within the Allen Creek floodplain and floodway and is traversed by several critical infrastructure components, including the enclosed Allen Creek Drain, sanitary sewer infrastructure, and storm sewer systems. Because Allen Creek functions as a county drain, future improvements may require coordination with the Washtenaw County Water Resources Commissioner and other regulatory agencies.

The project also exists within a rapidly evolving area of Ann Arbor where redevelopment, the Treeline Trail, Allen Creek Greenway planning efforts, and other public infrastructure initiatives are occurring simultaneously. While these activities may introduce additional coordination requirements, they also create opportunities to integrate flood resilience, environmental restoration, transportation, and community revitalization goals within a single project.

Future Design Considerations

Advancing the Ann Arbor Stormwater Park NbS from concept to implementation will require additional engineering, environmental, and stakeholder coordination efforts. Future work should include detailed hydrologic and hydraulic modeling, topographic surveying, geotechnical investigations, utility verification, and refinement of stormwater storage and conveyance features.

Additional environmental investigation and coordination with regulatory agencies will be necessary to further evaluate site contamination, develop appropriate soil and groundwater management strategies, and assess potential interactions between proposed stormwater features and existing environmental conditions.

Given the site's location within the Allen Creek floodplain and floodway, future design phases should evaluate floodplain impacts, permitting requirements, and opportunities to optimize flood storage while maintaining compliance with applicable regulations. Coordination with the Washtenaw County Water Resources Commissioner, City of Ann Arbor, utility providers, and other stakeholders will be important due to the presence of the Allen Creek Drain, existing utilities, and adjacent infrastructure.

Future planning efforts should consider how the stormwater park can be integrated with ongoing redevelopment, transportation, recreation, and greenway initiatives occurring within the North Main Street corridor. Particular attention should be given to coordination with the proposed Treeline Trail and Allen Creek Greenway, as the site is anticipated to play an important role in future trail implementation and community connectivity. Future design phases should evaluate trail alignment, user access, crossings, overlook opportunities, maintenance requirements, and potential interactions between recreational features and stormwater infrastructure to ensure both initiatives can be successfully integrated.

**SEMCOG Officers
2025-2026**

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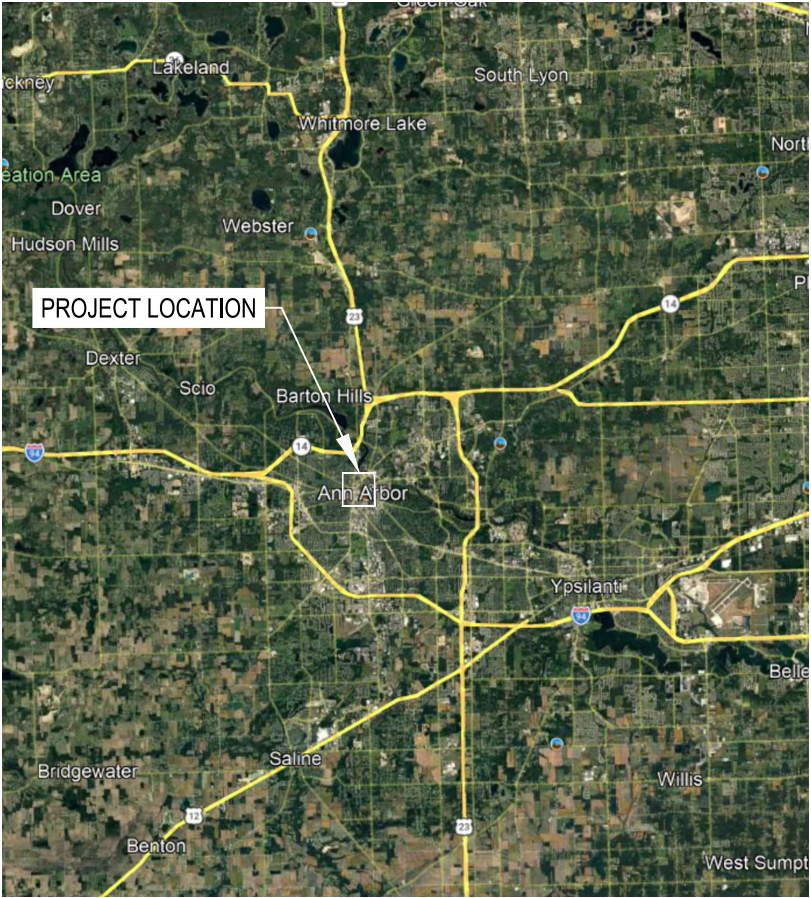
SEMCOG Flooding and Resilience Plan
Ann Arbor 721 NbS Concept
ANN ARBOR
WASHTENAW COUNTY, MI
HURON RIVER WATERSHED
JULY 2026

PREPARED BY:



801 W Big Beaver Rd.
Troy, Michigan 48084
(407)417-1220
www.drummondcarpenter.com

IN PARTNERSHIP WITH:



PROJECT LOCATION MAP
NOT TO SCALE



PROJECT VICINITY MAP
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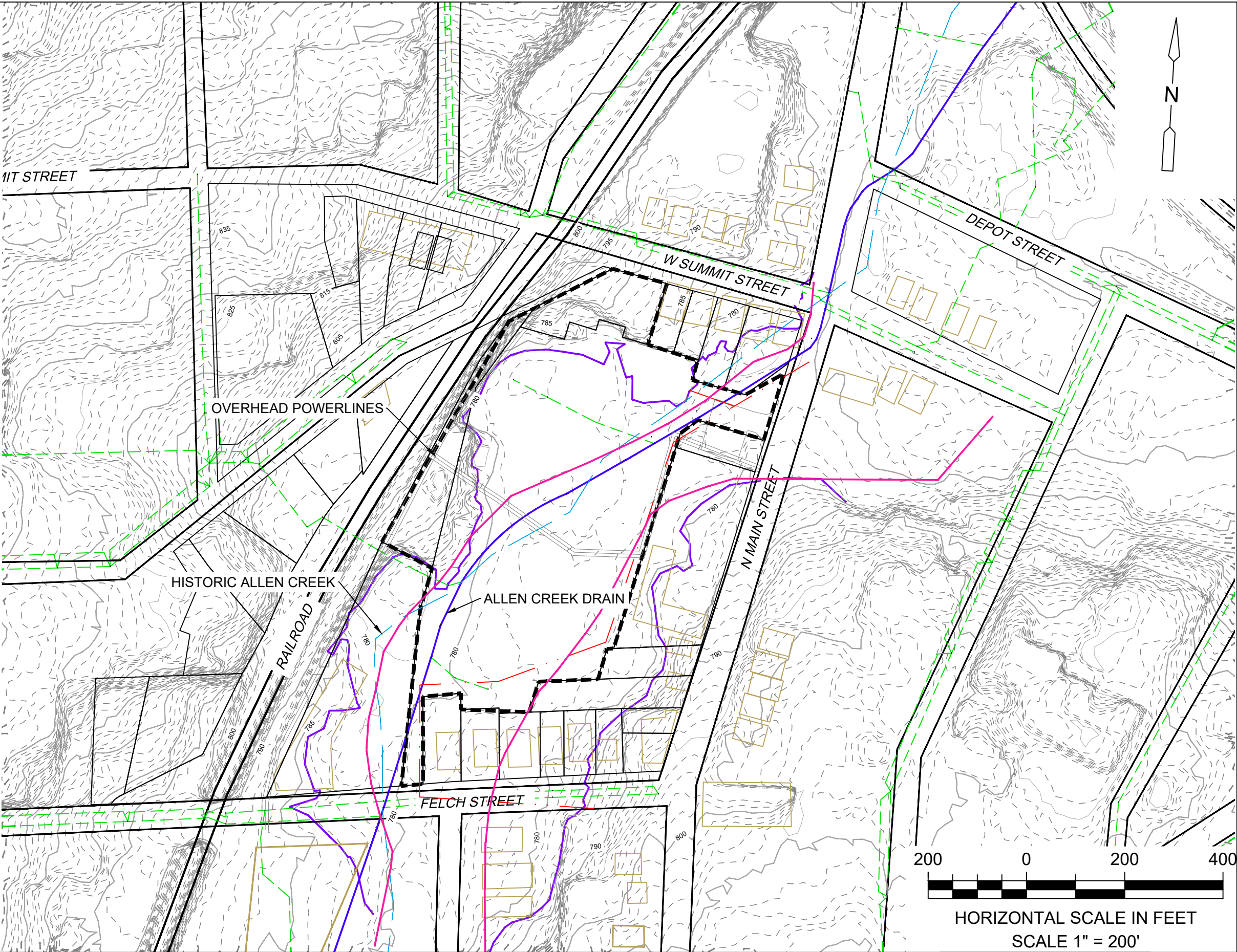


DRAWING INDEX	
SHEET NUMBER	TITLE
1	EXISTING CONDITIONS
2	PROPOSED CONDITIONS
3	SECTIONS
4	PLANTING PLAN
5	PLANTING DETAILS
6	DETAILS

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LEGEND:

- 100-YEAR FLOODPLAIN
- FEMA FLOODWAY
- SITE BOUNDARIES
- STORM SEWER
- HISTORIC ALLEN CREEK
- PARCEL BOUNDARIES
- BUILDINGS
- ALLEN CREEK DRAIN
- EXISTING SANITARY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR



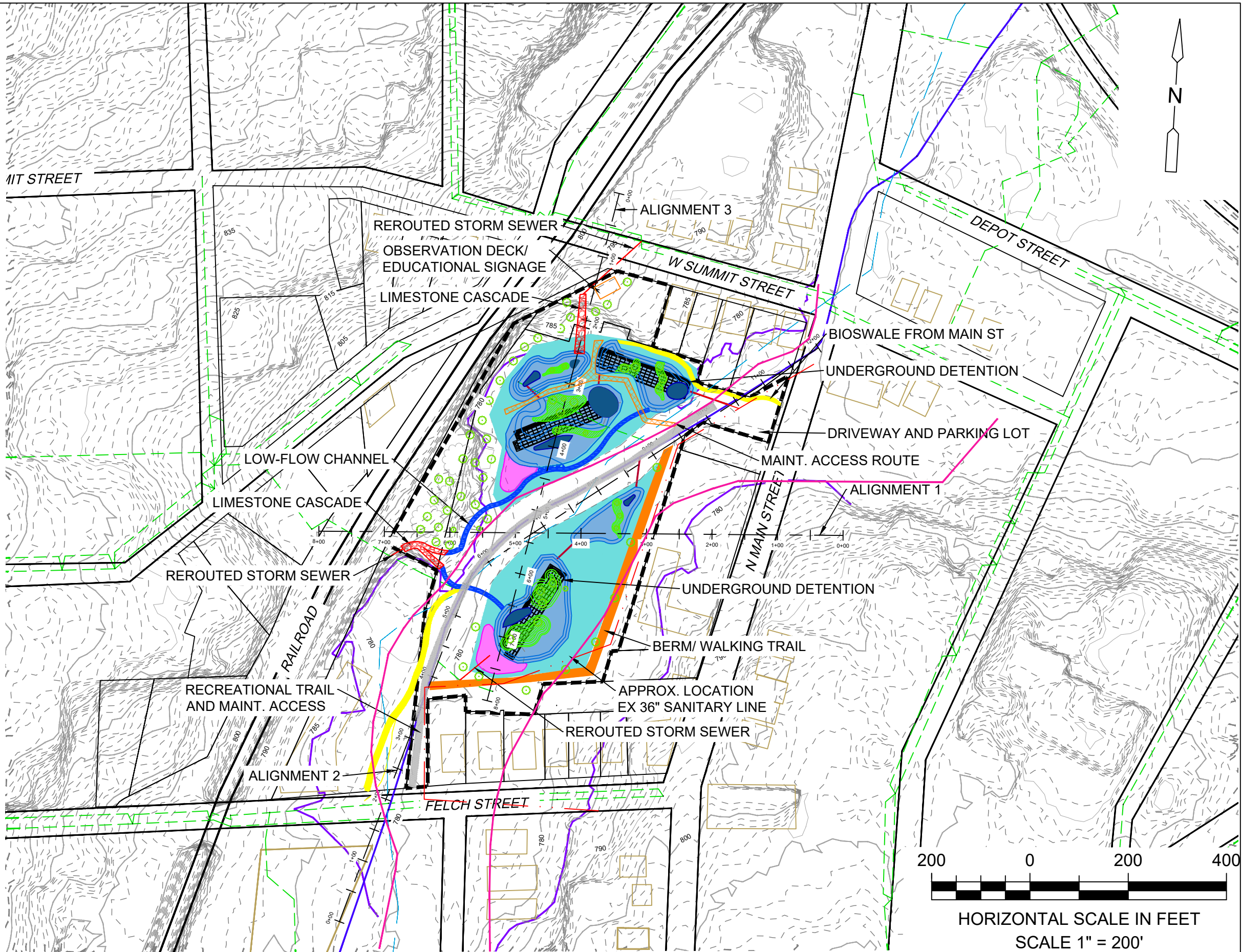
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DATE	BY	REVISIONS DESCRIPTION	EXISTING CONDITIONS	PROJECT NAME:			SHEET NO.
				SEMOG RESILIENCY			1 OF 6
				PROJECT NO.	DATE:		
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LEGEND:

- 100-YEAR FLOODPLAIN
- FEMA FLOODWAY
- SITE BOUNDARIES
- STORM SEWER
- HISTORIC ALLEN CREEK
- UNDERGROUND STORAGE CHAMBER
- TREES AND SHRUBS
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED CONTOUR
- PARCEL BOUNDARIES
- BUILDINGS
- ALLEN CREEK DRAIN
- PIPED CONNECTION
- PROPOSED LOW FLOW PIPE
- BASIN - LOW MARSH
- BASIN - DEEP MARSH
- WETLAND BENCH
- BIOSWALE
- CHANNEL
- CASCADE
- ISLAND
- FLOODPLAIN EXPANSION
- BERM
- PROPOSED GRAVEL PATH

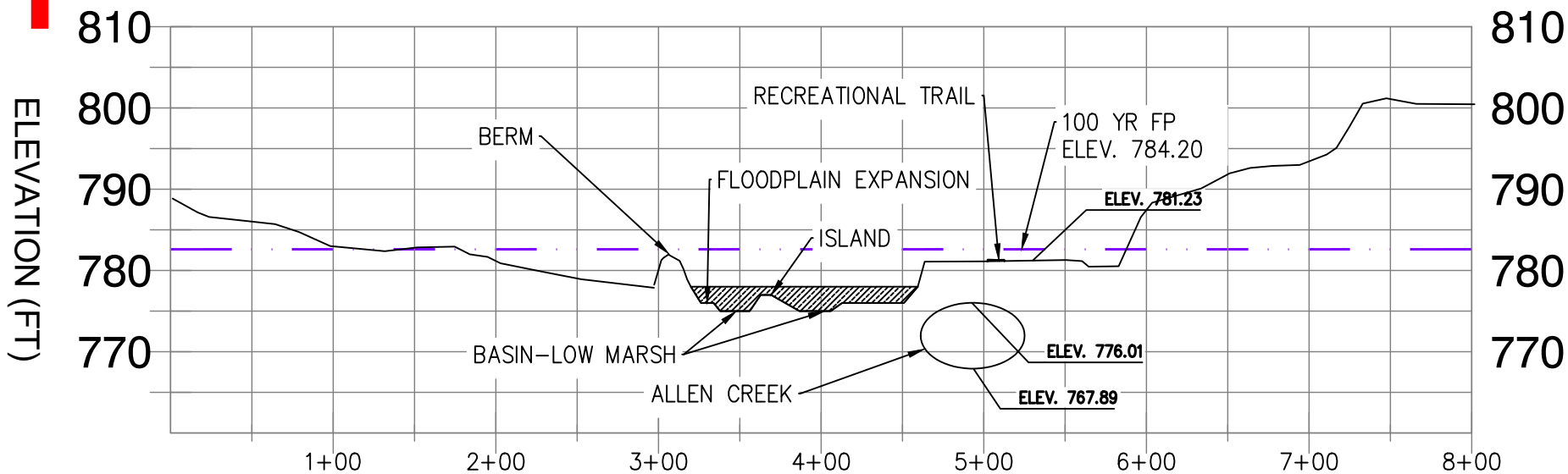
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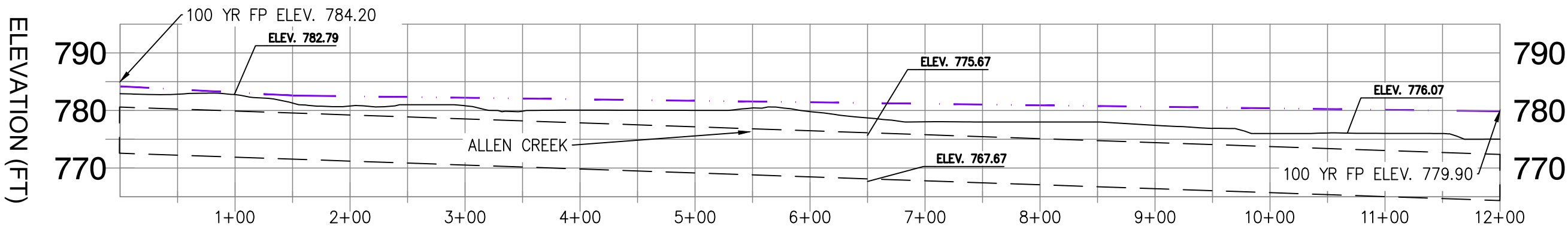
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									PROJECT NO.			DATE:		
									0399			07/13/2026		
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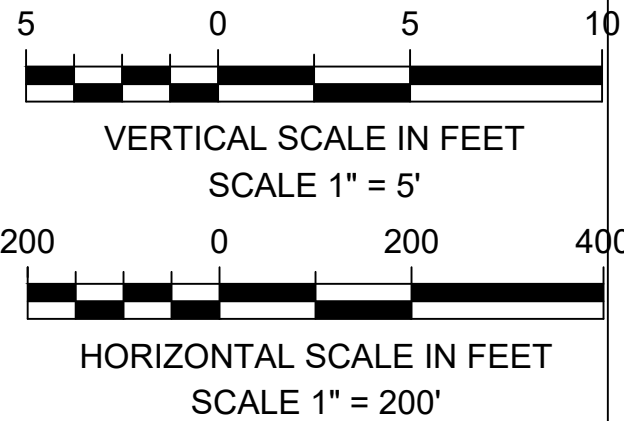
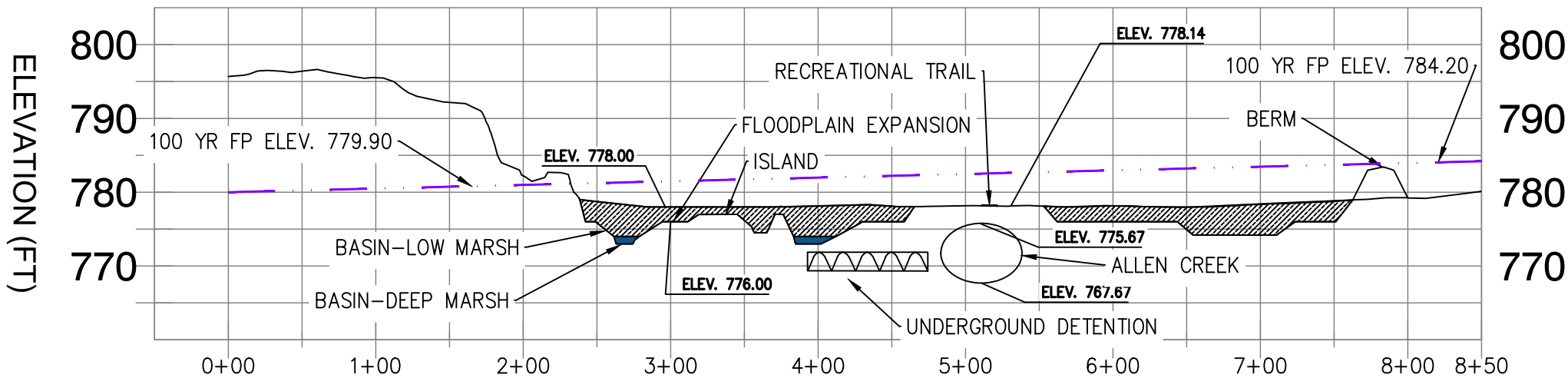
Alignment 1



Alignment 2



Alignment 3



DATE	BY	REVISIONS DESCRIPTION		SECTIONS	PROJECT NAME:			SHEET NO.
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WARRANTY PERIOD:

1. WARRANTY PERIOD: ENSURE THAT ALL TREES, SHRUBS, SEEDING, AND HERBACEOUS PLANTS INSTALLED UNDER THIS CONTRACT WILL BE HEALTHY AND IN FLOURISHING CONDITION OF ACTIVE GROWTH FOR THE WARRANTY PERIOD NOTED IN THE SPECIFICATIONS. THE CONTRACTOR SHALL RESPOND WITHIN TWO (2) WEEKS OF WRITTEN REQUESTS BY THE OWNER FOR REPLACEMENT OR REPAIR. IF THE CONTRACTOR FAILS TO RESPOND WITHIN THIS TIME, THE OWNER MAY PROCEED WITH REPLACEMENT WORK AND BILL THE CONTRACTOR.
2. ALL DELAYS IN COMPLETION OF PLANTING OPERATIONS WHICH EXTEND THE PLANTING INTO MORE THAN ONE PLANTING SEASON SHALL EXTEND THE WARRANTY PERIOD CORRESPONDINGLY.
3. REPLACEMENTS: AS SOON AS WEATHER CONDITIONS PERMIT, REPLACE, WITHOUT COST TO OWNER, ALL DEAD PLANTS AND ALL PLANTS NOT IN A VIGOROUS, THRIVING CONDITION, AS DETERMINED BY THE ENGINEER DURING AND AT THE END OF THE WARRANTY PERIODS.
4. PATCHY OR BARE AREAS (IN EXCESS OF 8 SQUARE FEET) WHERE SEED MIX FAILED TO CREATE SUFFICIENT DENSITY OF COVER SHALL BE RESEEDD BY HAND AT THE RECOMMENDED APPLICATION RATE AT NO ADDITIONAL COST TO OWNER.
5. INCORRECT MATERIALS: DURING WARRANTY PERIOD, REPLACE AT NO COST TO OWNER ALL PLANTS REVEALED AS BEING UNTRUE TO NAME. PROVIDE REPLACEMENTS OF A SIZE AND QUALITY TO MATCH THE PLANTED MATERIALS AT THE TIME THE MISTAKE IS DISCOVERED.
6. ALL PLANT STOCK SHALL BE WATERED BY THE CONTRACTOR TO ENSURE THE HEALTH AND VIGOR OF THE PLANTED MATERIALS. THE CONTRACTOR SHALL WATER AS NEEDED WHERE NATURAL RAINFALL IS <0.5 INCHES PER WEEK DURING AT LEAST THE FIRST 60 DAYS OF THE WARRANTY PERIODS. WATERING SHALL CONTINUE SO SEEDLINGS DO NOT DRY OUT ONCE WATERING HAS BEGUN. THE WATERING SHALL BE DONE FROM SURFACE METHODS AT A PRESSURE NOT TO EXCEED THE INFILTRATION RATE OF THE SOIL, LIMITING RUNOFF DURING THE WATERING PERIOD. EACH AREA WILL BE WATERED WITH SUFFICIENT WATER TO COMPLETELY SATURATE THE ROOT ZONE. THE CONTRACTOR SHALL INSPECT ALL PLANTS FOR INSECT INFESTATION AND DAMAGE.
7. EROSION SHALL BE REPAIRED BY THE CONTRACTOR.
8. PROTECTION FROM TRAFFIC AND EROSION IN NEWLY SEEDED AREAS AND THE MITIGATION AREAS IS THE RESPONSIBILITY OF THE CONTRACTOR. SAFETY FENCES AND/OR OTHER BARRIER METHODS WITH APPROPRIATE SIGNAGE MAY BE USED FOR ONE YEAR FROM COMPLETION OF CONSTRUCTION ACTIVITIES. ALL COSTS ASSOCIATED WITH THIS IS INCLUSIVE OF CONTRACTOR'S PRICING.
9. NOTIFY THE OWNER PRIOR TO AND FOLLOWING ANY MAINTENANCE ACTIVITY.
10. FINAL ACCEPTANCE OF WORK WILL BE SUBJECT TO ACCEPTANCE BY PROJECT MANAGER AND OWNER AT THE END OF WARRANTY PERIOD.

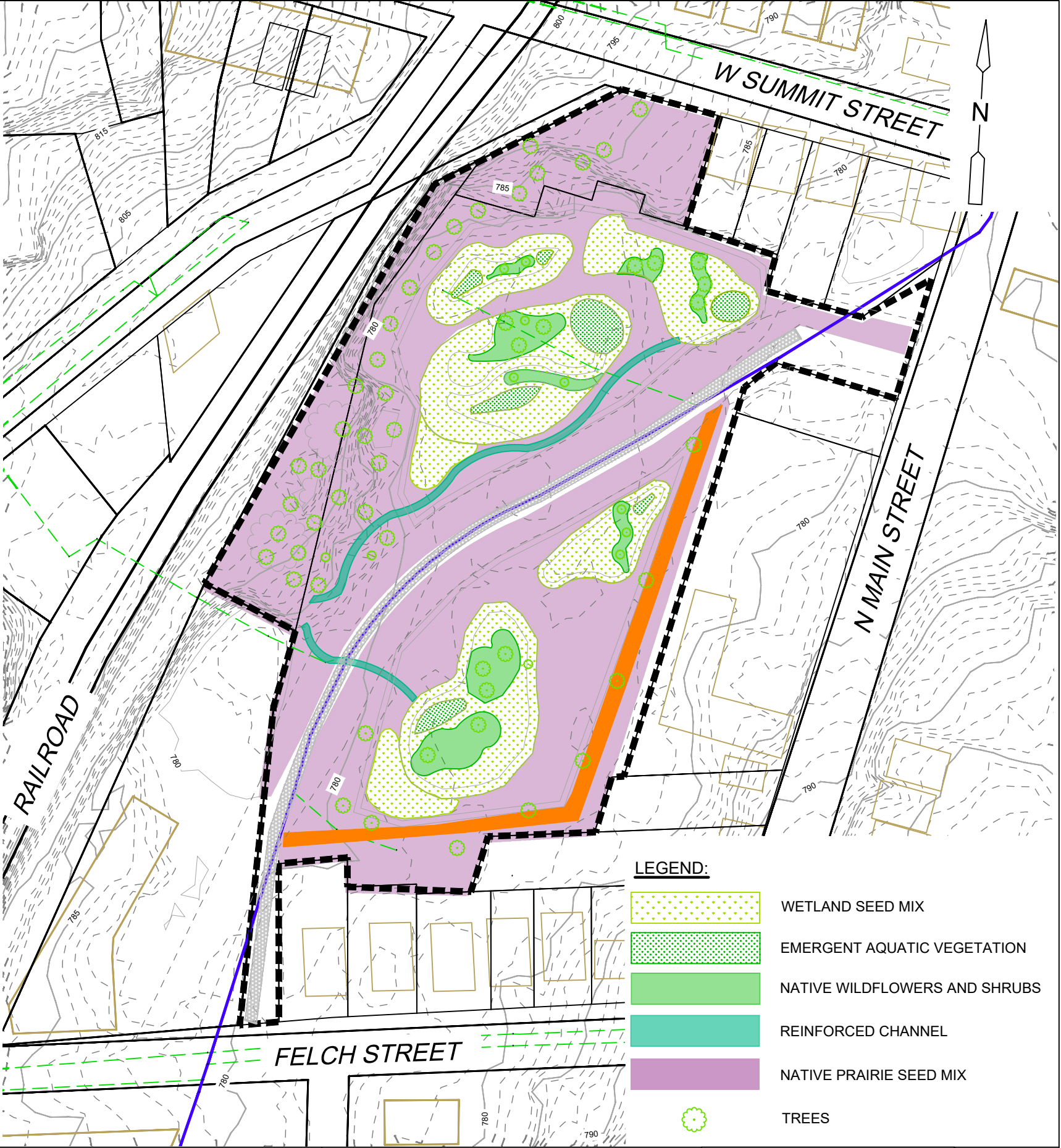
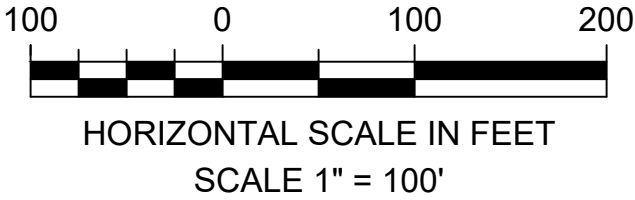
NATIVE PLANTINGS:

1. ALL PLANTS SHALL BE OF NATIVE PLANT MATERIAL OF GENOTYPES FROM THE NORTH CENTRAL STATES ONLY (IL, IN, IA, MI, OH), AND FROM A RECOGNIZED NURSERY OF THIS REGION. MICHIGAN SOURCES FOR SHRUBS, AND PLUGS SHALL BE LOCATED BEFORE BRANCHING OUT TO OTHER NORTH CENTRAL STATES. NATIVE PLANTINGS INCLUDE ALL SHRUBS AND PLUGS INSTALLED AS PART OF THIS PROJECT.
2. PLANTS SHALL BE NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES AND MUST MEET APPLICABLE REQUIREMENTS OF ICBN AND ICNCP. PLANTS SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS, OR LARVAE. PLANTS SHALL BE FREE OF KINKED, CIRCLING OR GIRDLING TRUNK SURFACE AND CENTER ROOTS, AND SHALL NOT BE ROOT-BOUND. RESPECT MAXIMUM STORAGE TIMES FOR PLANT STOCK.
3. NATIVE PLANTING AREAS SHALL BE INSTALLED AFTER MAY 24 (WHEN SOIL IS FREE OF FROST AND IN WORKABLE CONDITION), BUT BEFORE JUNE 30 OR AFTER AUG. 21 BUT BEFORE OCTOBER 30 OR AS APPROVED BY THE LANDSCAPE ARCHITECT.
4. FURNISH PLANT SPECIES AND SIZES AS INDICATED ON THE PLANS. PLANT STOCK SHALL BE TRUE TO THEIR NAME (GENUS AND SPECIES), AS SPECIFIED. CULTIVARS AND SPECIMENS SHALL NOT BE USED WITHOUT PRIOR APPROVAL BY LANDSCAPE ARCHITECT.
5. NATIVE PLANTINGS TO BE INSTALLED PER DETAILS.
6. REMOVE ALL CONTAINERS, TAGS AND PACKAGING MATERIAL AND DISPOSE OF LEGALLY OFF-SITE.
7. WATER PLANT STOCK IMMEDIATELY AFTER PLANTING SUCH THAT ROOT ZONE IS THOROUGHLY SOAKED. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP PLUGS ADEQUATELY WATERED, IF NECESSARY, TO ENSURE THEIR SURVIVAL.
8. IF EROSION CONTROL BLANKET IS NEEDED IN AREAS WHERE PLUGS ARE PRESENT, INSTALL EROSION CONTROL BLANKET AFTER SEEDING, BUT PRIOR TO PLANTING. EROSION CONTROL BLANKET SHALL BE INSTALLED USING THE MODERATE KINETIC ENERGY STAKING PATTERN PER SPECIFICATIONS USING BIODEGRADABLE STAKES.
9. MULCH FOR TREES AND SHRUBS SHALL BE NATURAL DOUBLE SHREDDED HARDWOOD.

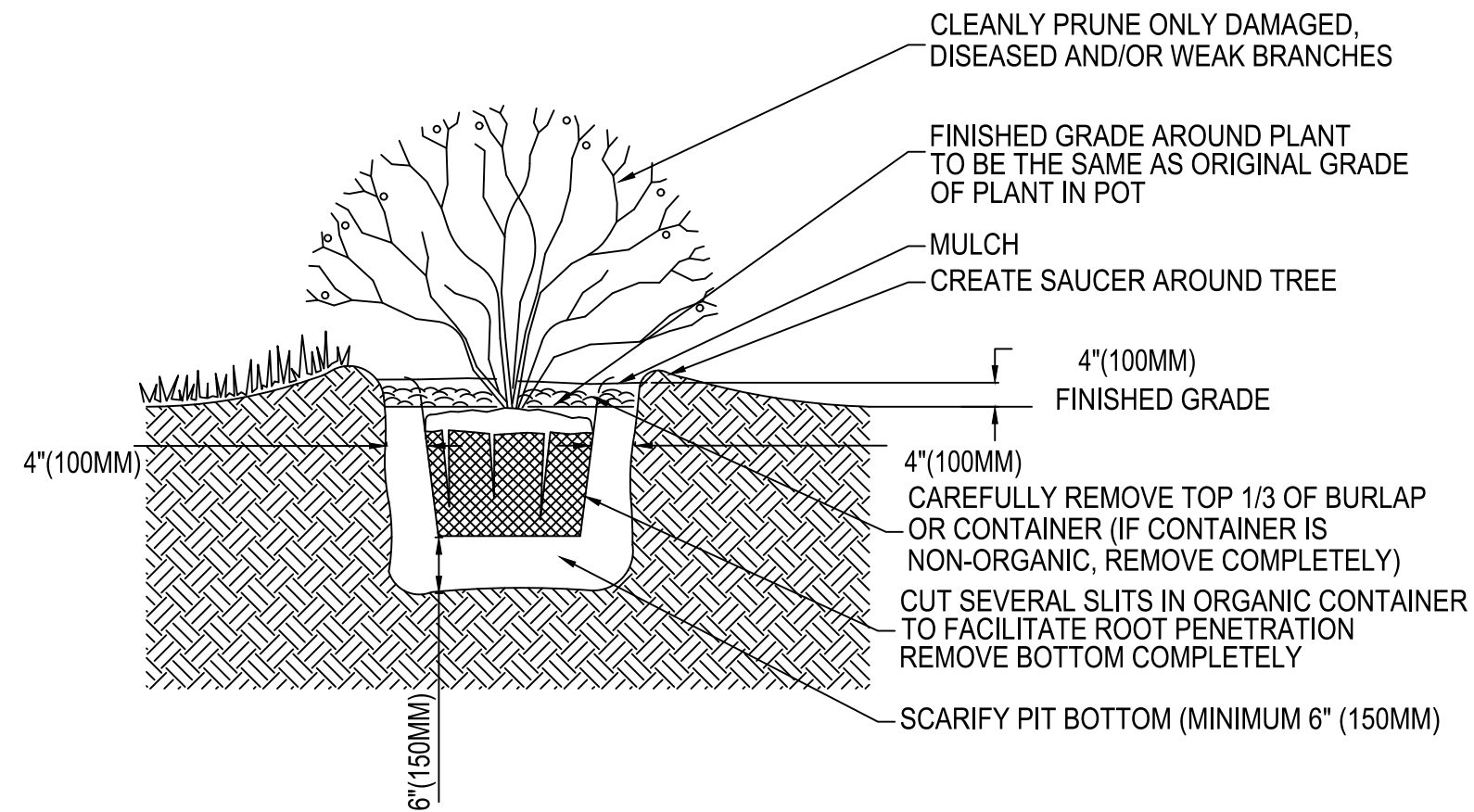
SEEDING:

1. SEED SHALL BE FRESH, CLEAN, NEW SEED OF NATIVE PLANT MATERIAL OF GENOTYPES FROM THE NORTH CENTRAL STATES ONLY (IL, IN, IA, MI, OH), AND FROM A RECOGNIZED NURSERY OF THIS REGION - REFER TO SPECIFICATIONS.
2. NATIVE SEED AREAS SHALL BE SEEDED AFTER MAY 1, (WHEN SOIL IS FREE OF FROST AND IN WORKABLE CONDITION), BUT BEFORE JUNE 30 OR AFTER OCTOBER 1, BUT BEFORE NOVEMBER 30 (OR PRIOR TO FREEZE-UP) OR AS APPROVED BY THE LANDSCAPE ARCHITECT.
3. SEEDBED PREPARATION: PRIOR TO SOWING NATIVE SEED, LIGHTLY SCARIFY UNGRADED AREAS SO THAT THE BED IS SMOOTH AND FREE OF LARGE CLUMPS. SEED BED SHALL BE FIRM, BUT NOT COMPACT. SEED IMMEDIATELY AFTER SCARIFYING AND ENSURE GOOD SOIL TO SEED CONTACT. DO NOT FERTILIZE.
4. DO NOT SOW SEED WHERE STANDING WATER IS PRESENT.
5. SOW NATIVE SEED AT A SPECIES RATE OF POUNDS PER ACRE INDICATED ON THE DRAWING AND PER SUPPLIER'S RECOMMENDATIONS. LIGHTLY RAKE TO INCORPORATE SEED INTO SOIL. DO NOT COVER SEED MORE THAN 1/4 INCH WITH SOIL.
6. CONTRACTOR SHALL REPAIR DAMAGED VEGETATION AND AERATE SOIL OVER ROOT ZONE OF NEGATIVELY IMPACTED VEGETATION. RE-SEED ALL DISTURBED AREAS TO PRE-EXISTING CONDITIONS.

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SHRUB AND TREE DETAIL - POTTED

NOT TO SCALE

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DATE	BY	REVISIONS	DESCRIPTION		PLANTING DETAILS	PROJECT NAME:			SHEET NO.
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