REQUEST FOR PROPOSAL

RFP# 2026-06

NORTH MAIN STREET ALLEY STUDY

City of Ann Arbor

Downtown Development Authority

Due Date: December 9, 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 provide planning services for an alley feasibility study of North Main Street, within the DDA's boundary. The aim is to develop strategies and design standards for alley development for the residential blocks immediately surrounding North Main; the area between Kingsley St to the south, N 4th Ave to the east, Depot St to the north, and the railroad tracks to the west.

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 **November 16, 2026, at 4:00 p.m. (local time), and** should be addressed as follows:

- Scope of Work/Proposal questions, emailed to DDA@a2dda.org
- Email Subject Line: RFP #2026-06 North Main Street Alley Study

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

No pre-proposal meeting will be held for the RFP. Please see the question/clarification process above for general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective 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 **December 15-17, 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 December 9, 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. 2026-06 – North Main Street Alley Study"** and list the bidder's name and address.

Proposals must be addressed and delivered to:

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

If sending proposals via the US Postal Service, they must be addressed and delivered to:

- Downtown Development Authority
- Attn: Amber Miller
- Kerrytown Market and Shops
- 407 N. 5th Ave.
- 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 or DDA 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
Written Question Deadline	November 16, 2026, 4:00 p.m.
Addenda Published (if needed)	Week of November 16, 2026
Proposal Due Date	December 9, 2026, 3:00 p.m.
Tentative Interviews (if needed)	December 15-17
Selection and Negotiations	December 18-22
Expected DDA Board Authorizations	January 6th
Expected City Council Authorizations	N/A

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 ’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

The Downtown Development Authority (DDA) is a component unit of the City created in 1982 to address complex challenges and advance corresponding public improvements downtown. The DDA uses tax increment financing to further the goal of economic growth and vibrancy while creating equitable public spaces, advancing affordable housing and climate neutrality goals, and improving access to a downtown that serves the whole community.

Alleys in the DDA and Study Area

The City of Ann Arbor's Downtown Development Authority (DDA) district includes public and private alleys, covering roughly 1.5 miles as shown in Figure 1. However, there are no existing alleys in the study area, shown in Figure 2.

Figure 1. Existing Alleys in the DDA Boundary

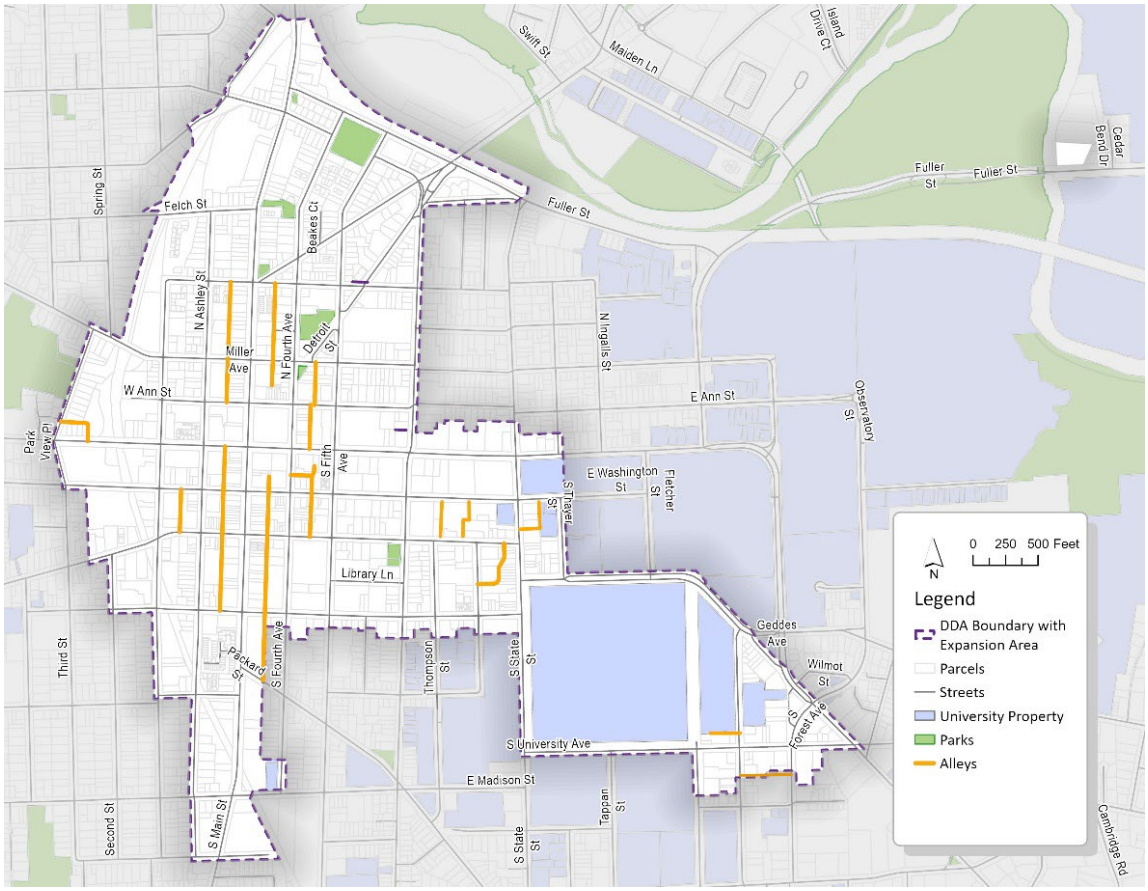
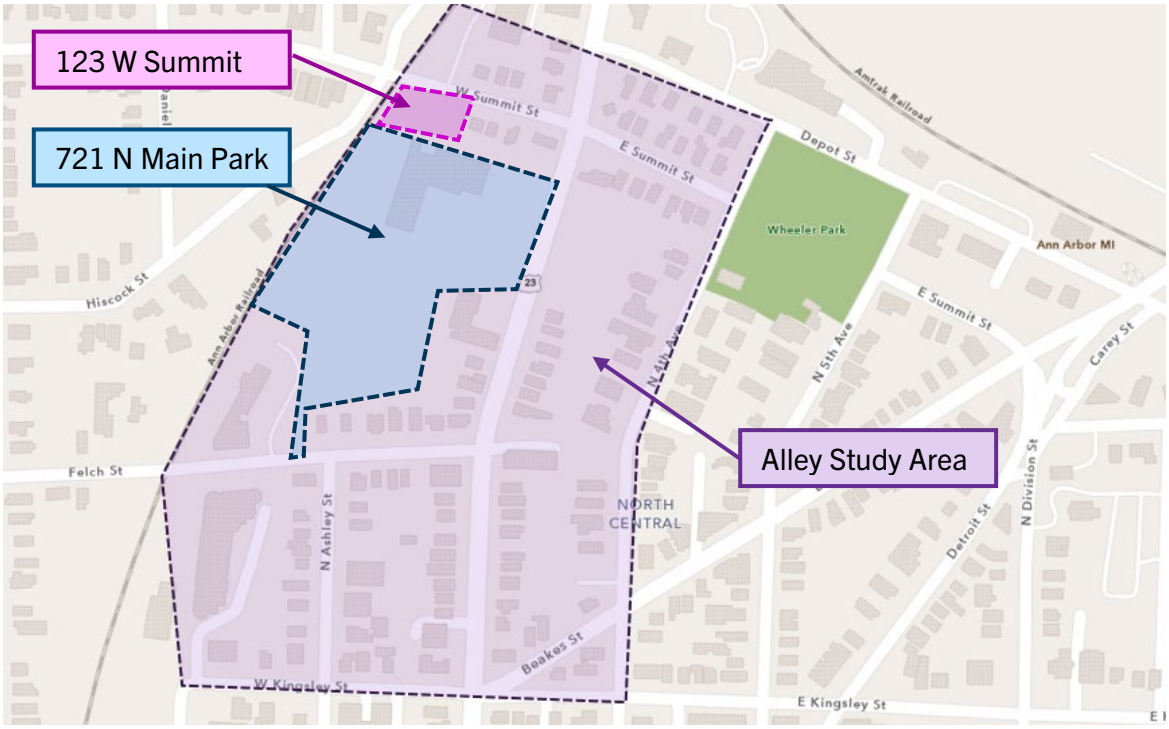


Figure 2. North Main Street Alley Study Area



Project Impetus

The impetus for the North Main Street Alley Study comes from various overlapping efforts: the North Main Street project (design and reconstruction), the 721 North Main Street Stormwater Park and Trails (design-engineering), the City of Ann Arbor's recently adopted Comprehensive Plan, and the DDA Amended Development Plan (2026-2055).

The 2026 *North Main Street Transportation Study* is moving into the design-engineering phase, with construction scheduled for the portion between Huron and Depot Streets in 2029 & 2030. The reconstruction project will create a more pedestrian-focused corridor, extending the downtown context north to Depot Street. The *721 North Main Street Project* is focused on converting an old City-owned maintenance yard into a stormwater park. A component of the project will explore solid waste and site access for the adjacent properties on Felch, N. Main, and Summit, including the Ann Arbor Housing Commission's 123 W. Summit Street property.

The 2026 *Comprehensive Plan* specified the N Main Street corridor as a Transition Area, which is "a mixed-use area with a flexible blend of residential, commercial, and industrial employment spaces meant to support moderate to higher-density housing to enhance walkability, encourage transit use and strengthen commercial activity within key nodes and corridors." The Comprehensive Plan does not guarantee that the area will change, but it opens the possibility of higher-density developments along N Main. Unlike many traditional, near downtown neighborhoods, these blocks

were developed without alley access. The next step in the Comprehensive Plan process is to begin a zoning code rewrite, which is kicking off in fall 2026.

The common goal across efforts is to encourage future development consistent with a traditional downtown – mixed uses, comfortable sidewalks, a consistent street wall, and limited curb cuts on frontage streets. The North Main Street Alley Study was initiated to study how alley access could be provided if/as redevelopment occurs. As downtown evolves, the DDA and City want to create the mechanisms and infrastructure to enable alley access and discourage side-lot solid waste storage and parking.

In April 2026, the Ann Arbor City Council voted to amend the *DDA Development and TIF Plan*, extending the DDA TIF capture to 2055. With this amendment, the northern DDA boundary shifted from Kingsley Street to just north of Depot Street. The Plan identifies the need for alley creation and maintenance as well as future funding to help with implementation.

Solid Waste

Alleys are the preferred location for solid waste collection in downtown Ann Arbor. A number of solid waste challenges arise when mixed-use buildings and new development do not have alley access. Without adequate alley access, solid waste must be staged and collected within a property's boundary; due to the size and turning requirements for solid waste vehicles, two curb cuts or a turnaround area are required to avoid solid waste trucks reversing into busy pedestrian and vehicle travel ways. Wide driveways are needed to accommodate the larger vehicle and its turn radius. Wider and more frequent driveways can increase safety hazards and degrade the downtown experience. In rare circumstances, downtown solid waste staging and collection takes place in the right-of-way; however, large-scale curbside collection on N Main Street is not possible.

Accommodating solid waste site-by-site rather than through a cohesively planned shared alley reduces space for the building footprint, natural features, and amenities. Creating alley space for solid waste collection simplifies operations, provides more space for housing and retail, and improves the overall experience.

Plans and Studies

Previous plans and studies:

- Solid Waste Resources Management Plan (2019)
- 2023 New Approach to Economic Development Report
- 123 W. Summit Affordable Housing Analysis (lot split from 721 N. Main) (2024)
- Downtown Area Circulation Study (2025)
- Comprehensive Plan 2050 (2026)
- Ann Arbor DDA Development and TIF Plan (2026-2055)

- Ann Arbor Stormwater 721 N Main Park Conceptual Design (2026, underway)
- North Main Street Transportation Study (2026, underway)
- Michigan Planning and Zoning Enabling Act

Street and solid waste design resources:

- DDA Street Design Manual
- Public Services Standard Specifications
- Unified Development Code (will undergo updates soon, per Comprehensive Plan)
- Downtown Design Guidelines

Existing Conditions Data

- Aerial Photography
- City Utility Systems
- Historical Soil Boring Records
- Existing Zoning Layer
- City Parcel Layer
- Floodway and Floodplain Layer

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 Downtown Development Authority (DDA) is seeking a highly qualified consultant or consultant team to provide planning services for an alley feasibility study of North Main Street, within the DDA's boundary. The aim is to develop strategies and design standards for alley development for the blocks immediately surrounding North Main: between Kingsley St to the south, N 4th Ave to the east, Depot St to the north, and the railroad tracks to the west.

Phase 1 Objectives – Strategies for Alley Development

- Understand the city's options to move service and parking access off of N Main to discourage curb cuts on N. Main Street if/as redevelopment occurs.
- Create a suite of regulatory (zoning, cross access agreements, easements, etc.) and non-regulatory strategies (property acquisition) for alley development in the study area.

Phase 2 Objectives – General Design Standards for Alley Development

- Create design standards (materials, width, overhead clearance, lighting etc.) for future alleys in the study area. Build on the standards in the Downtown Street Design Manual and the North Main Street Transportation Study Concepts.
- Identify incremental implementation strategies that can be used as development occurs.

C. REQUIREMENTS/SCOPE OF WORK

Project Management

The Offeror (lead consultant) shall manage all aspects of the project, including the work of all sub-consultants and project coordination with all affected agencies. The Project Manager must ensure the timely and effective delivery of the project, as well as provide oversight and detailed, thorough, and comprehensive review and recommendations for acceptance by the DDA of all project deliverables.

- Coordinate all elements of the project 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.
- Coordinate all elements with coordinating projects – notably the North Main Street efforts and zoning code rewrite.
- Schedule regular meetings with the staff resource group. This is to include a kick-off meeting in which all affected parties will be contacted and invited to attend. Prepare and distribute meeting minutes for all meetings.

Public Engagement

Broad public engagement is not anticipated. Internal and external, targeted stakeholder meetings are expected to be included.

Phase 1 - Strategies for Alley Development

<u>Objectives</u>

- Understand the city's options to move service and parking access off of N Main to discourage curb cuts on N. Main Street if/as redevelopment occurs.
- Create a suite of regulatory (zoning, cross access agreements, easements, etc.) and non-regulatory strategies (property acquisition) for alley development in the study area.

<u>Engagement</u>

- Engage with City service areas, particularly Planning, Transportation, Emergency Services, and Solid Waste, to understand development potential and site access needs and constraints in the project area.

- Engage with property owners and developers to understand considerations for consolidated and shared access.

Data Collection and Existing Conditions Analysis

- Develop an overall assessment of the existing conditions, including the future development potential and access needs for solid waste and on-site parking. Review existing materials as needed.
- Research and summarize best-practice case studies for how alleys or cross-lot access has been established in other cities.
- Summarize barriers to alley creation in the project area, including local and state regulations.

Strategy Toolkit

- Recommend ways that the City and DDA can adapt policies, adopt new strategies, and create design standards to accommodate alleys in the future. Tailor the strategies for the City and DDA to prepare for changes along the N Main corridor.
    - Policy strategies – ordinance changes, private development design guidelines/regulatory changes, etc.
    - Infrastructure strategies - creating new alleys, updating our street design manual, etc.
- Demonstrate toolkit feasibility through a series of case studies, whereby theoretical new developments are proposed in the study area. Assess alley feasibility with scenarios that include incremental development and existing uses. Ensure alley requirements do not inhibit development potential (i.e. development is still feasible with resulting lot depths and widths).

Phase 2 Objectives – General Design Standards for Alley Development

Objectives

- Create design standards (materials, width, overhead clearance, lighting etc.) for future alleys in the study area. Build on the standards in the Downtown Street Design Manual and the North Main Street Transportation Study Concepts.
- Identify incremental implementation strategies that can be used as development occurs.

Engagement

- Engage with City service areas on the proposed design standards to ensure they do not impede operations for service delivery (e.g. Fire, Solid Waste, Stormwater, etc.) or policy goals (e.g. Planning, Transportation)

Design Development

- Develop a set of general physical design standards for future alleys in the project area, including:
    - Width
    - Material
    - Drainage
    - Solid waste accommodations
    - Curb cut turning radii
    - Property access configurations (how private drives/properties would connect to the alley)
    - Street access configurations (how the alley would connect to public roads and/or layout if a dead-end is proposed)
- Incorporate maintenance considerations into the design standards.
- Refine the case study scenarios developed in Phase 1 to include design standards and reassess feasibility before finalizing.
- Format the design standards for inclusion in the Downtown Street Design Manual.

Implementation Plan

- Develop a clear and concise implementation plan which includes goals, strategies, and action items, as well as responsible City service units, and general level of financial investment (if any) for each action.
- Articulate how incremental implementation can be achieved as development occurs – specify how design standards and specific regulatory strategies could be applied piecemeal on a site-by-site basis.
- Identify ongoing maintenance obligations for any future alleys and provide recommendations to the DDA and City of Ann Arbor.

Alley creation and consolidated site access is a new consideration and process for the DDA and City. Additional or modified scope considerations are welcome.

D. ANTICIPATED TIMELINE/SCHEDULE

The North Main Street Alley Study shall be completed concurrently with the coordinating Main Street design and zoning efforts and conclude by December 2027.

E. PERMITS

No permits are required for this study.

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. Proposals shall separate the fee for Phase 1 and Phase 2, which reflects the fact that conducting Phase 2 is dependent on the outcome of Phase 1.

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 DDA 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 website 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 and Poster.

Attachment D – Living Wage Declaration of Compliance Form.

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – N Main Street High Level Alley Concepts

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_.

[Insert Contractor name here.]	
By:	/AA_CLM_Signature1/
Name:	
Title:	
Date:	/AA_CLM_DateSigned1/

Ann Arbor DDA	
By:	/AA_CLM_Signature4/
Name:	Amber Miller
Title:	Capital Projects Manager
Date:	/AA_CLM_DateSigned4/
By:	/AA_CLM_Signature4/
Name:	Maura Thompson
Title:	Director
Date:	/AA_CLM_DateSigned4/
By:	/AA_CLM_Signature4/
Name:	
Title:	Ann Arbor DDA Attorney
Date:	/AA_CLM_DateSigned4/

ATTACHMENT B – LEGAL STATUS OF RESPONDENT

ATTACHMENT C
LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it 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 Bid, is authorized to execute contracts.

NOTE: 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 in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

_____

_____

_____

_____

_____

* An individual, whose signature with address, is affixed to this Bid: __ _____
(initial here)

Authorized Official

_____ **Date** _____**,** 202_

(Print) Name _____ Title _____

Company:

_____

Address:

_____

Contact Phone ( ) _____ Fax ( ) _____

Email _____

ATTACHMENT C – NON-DISCRIMINATION ORDINANCE DECLARATION OF COMPLIANCE FORM AND 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.

CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

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

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

The Contractor agrees:

(a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, 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

_____
Signature of Authorized Representative Date

_____
Print Name and Title

_____
Address, City, State, Zip

_____
Phone/Email Address

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

ATTACHMENT D – LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE FORM AND POSTER

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

The Contractor or Grantee agrees:

(a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as $17.42/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 $19.42/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
LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2026 - ENDING APRIL 29, 2027

$17.42 per hour
If the employer provides health care benefits*

$19.42 per hour
If the employer does **NOT** provide health care benefits*

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

ENFORCEMENT

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

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

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

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

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

ATTACHMENT E – VENDOR CONFLICT OF INTEREST DISCLOSURE 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**

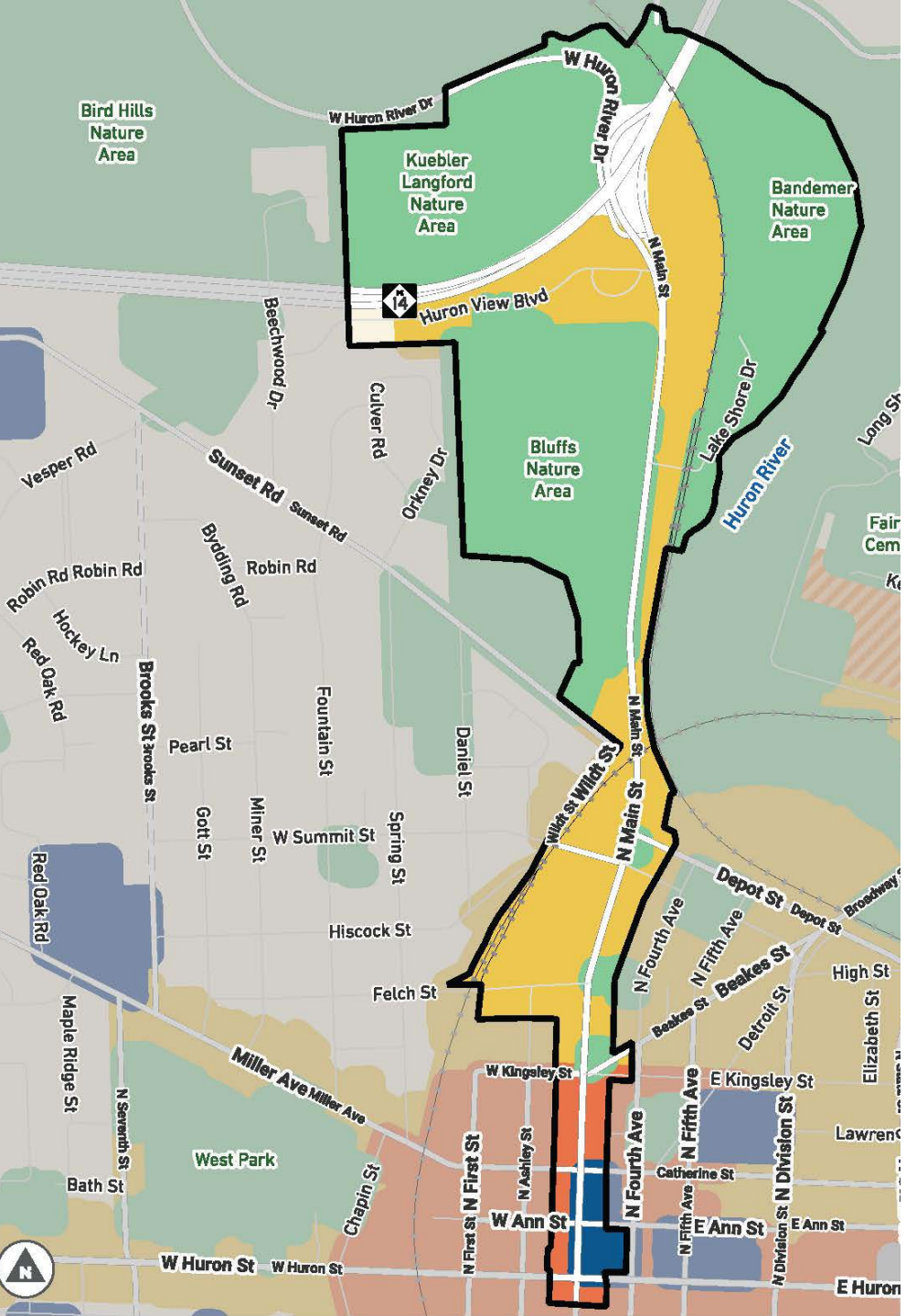
Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT F – N MAIN STREET – HIGH LEVEL ALLEY CONCEPTS

Alleys and Access Roads

03

Vision Zero
NORTH MAIN
Transportation Study



Future Land Use

Residential

Transition

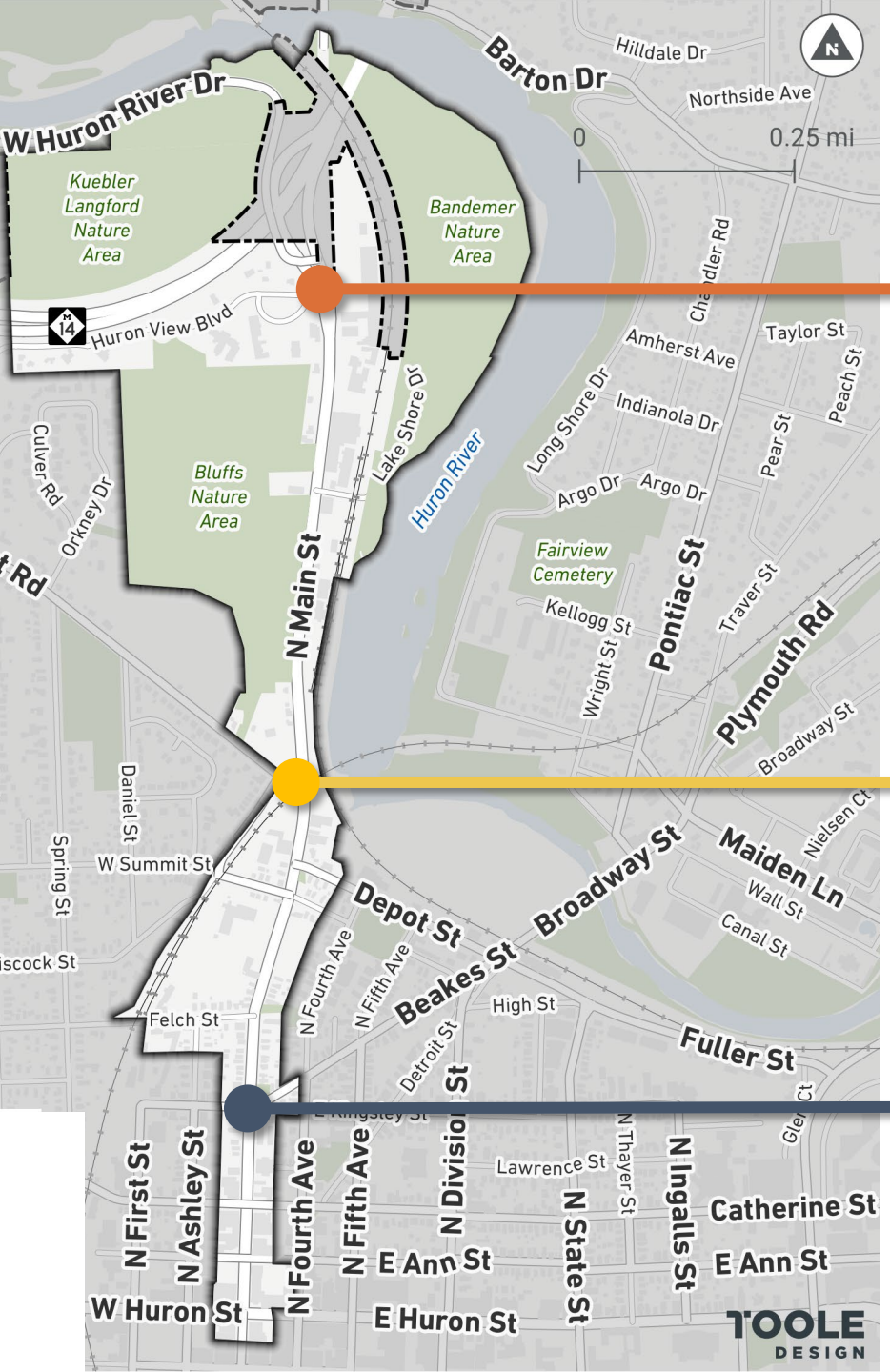
Residential or Transition

Hub

Public

Parks, Open Space, Recreation

Other



Character Areas

River North

Area Observation

Light industrial with potential

Gateway to Ann Arbor (first impression)

Needs Safer crossing(s) / connectivity

Depot

Area Observation

Community Node

Opportunity for higher density development

Downtown

Area Observation

Remains mostly unchanged – potential for infill development

Enhanced streetscape

Transition

Primary Uses / Buildings:

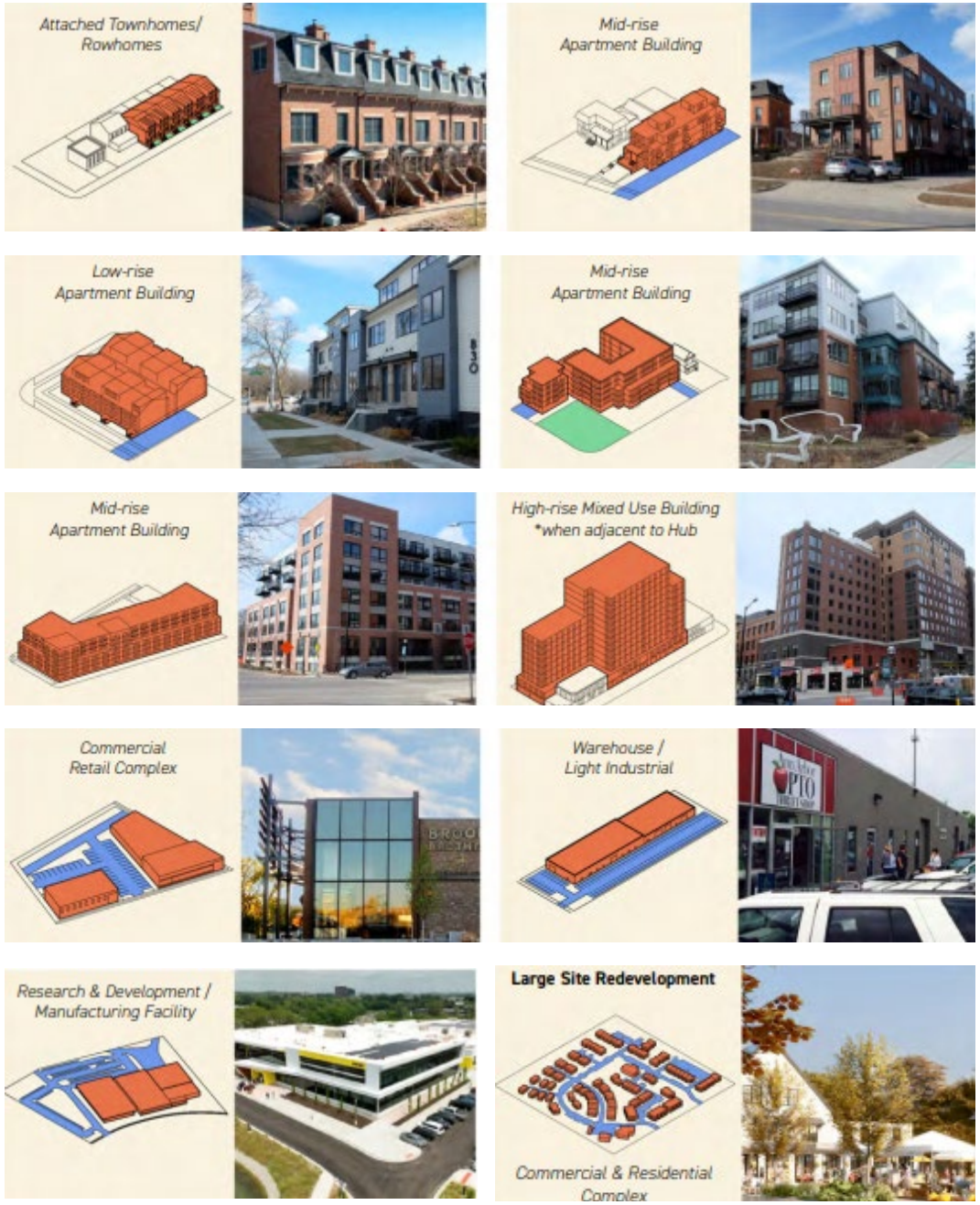
- Attached houses
- Townhouses
- Stacked flats[2] / Apartments
- University of Michigan related housing
- Office
- Commercial
- Industrial *(uses that do not create nuisances or hazards)*
- Attached houses

Form & Site Considerations:

- Building height dynamic relative to proximity to the Residential or Hub categories
- Zoning districts, nuisance ordinances, permitted uses and performance standards should be reviewed and revised to permit the appropriate and a safe integration of a wide variety of businesses into the Transition category.
- Site design and access management

Corridor Location(s):

- North of Kingsley & Depot



Hub

Primary Uses / Buildings:

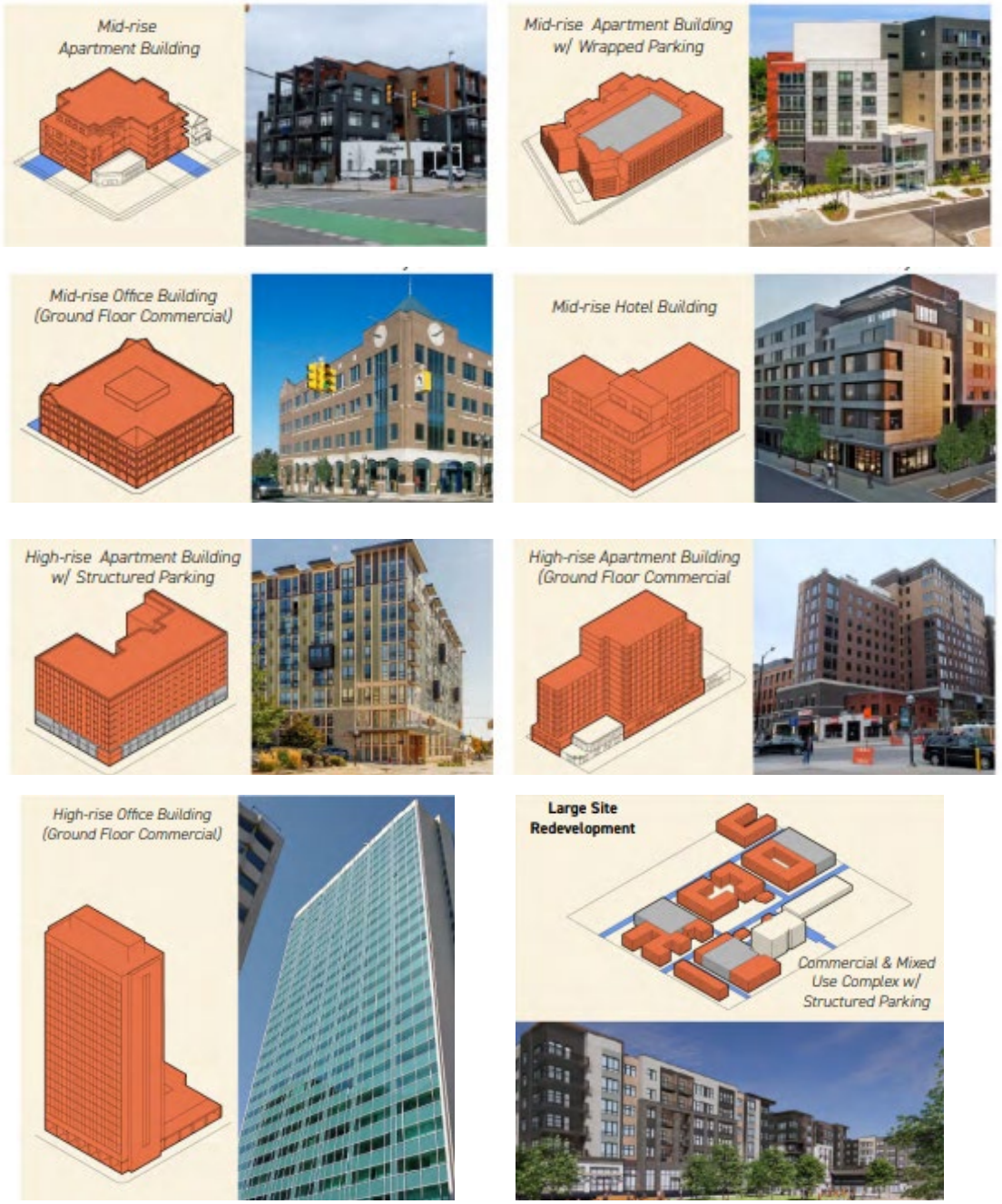
- High density residential
- University of Michigan – related housing
- Office
- Commercial
- Industrial *(uses that do not create nuisance or hazards)*

Form & Site Considerations:

- Tallest, most intensive development potential in the city
- Curb Management

Corridor Location(s):

- Downtown



Comprehensive Plan Alignment

- **1.2** - Diversify the types of housing through a "missing middle" housing strategy and universal design
- **5.2 -** Encourage a wide-range of businesses by offering flexibility in land use and regulations in key locations
- **9.1 –** Develop a context-based street typology decision-making process to design streets appropriately for expected use density.



Access and Opportunities

Grid Retrofit

N. Main / Huron River

Streets / Drives

Promenades / Alleys

Trail Connection

Multimodal Intersections / Roundabouts

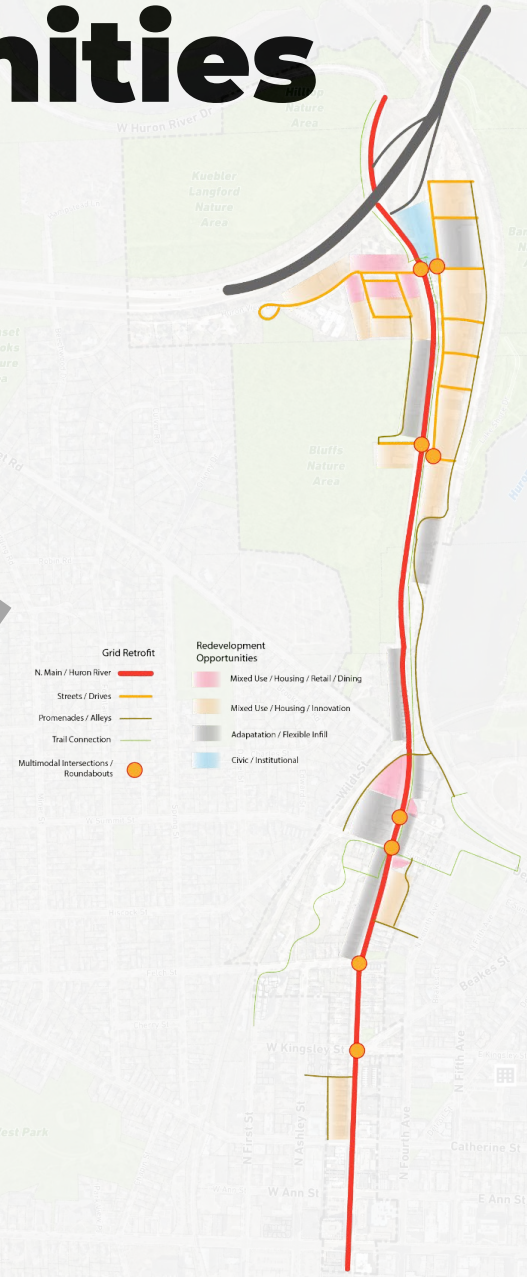
Redevelopment Opportunities

Mixed Use / Housing / Retail / Dining

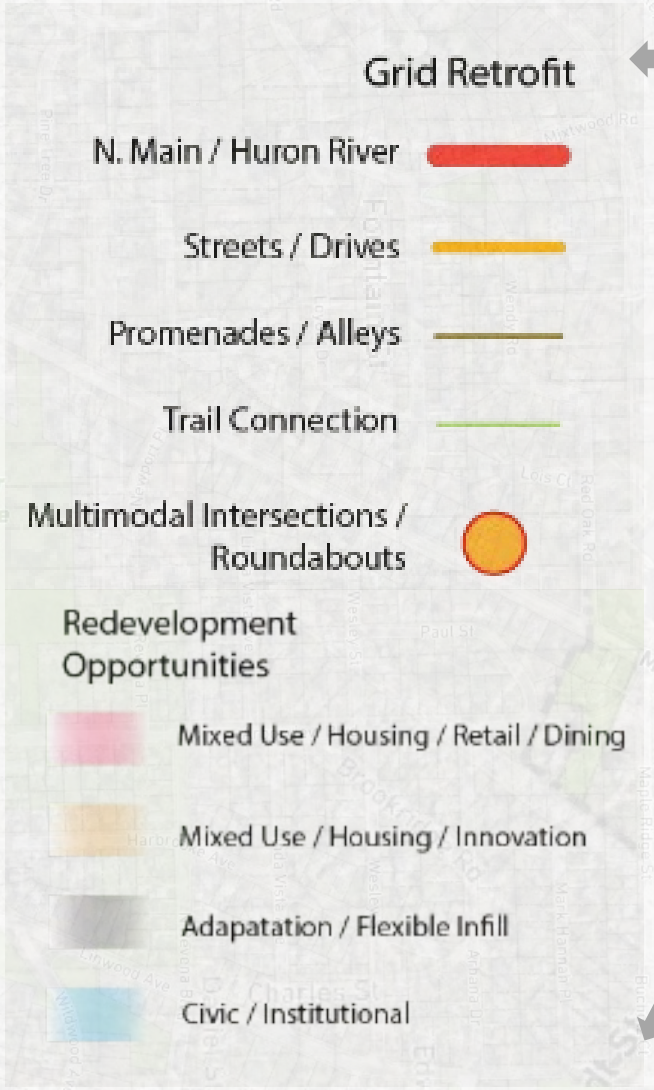
Mixed Use / Housing / Innovation

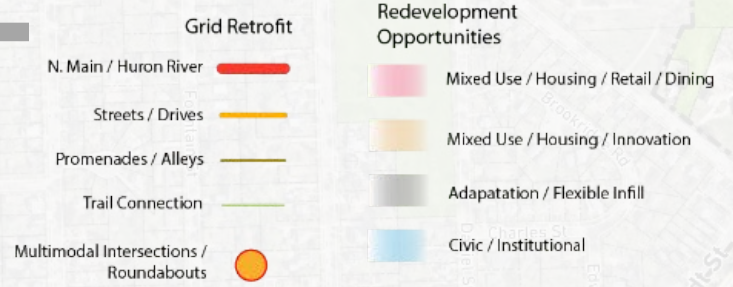
Adapatation / Flexible Infill

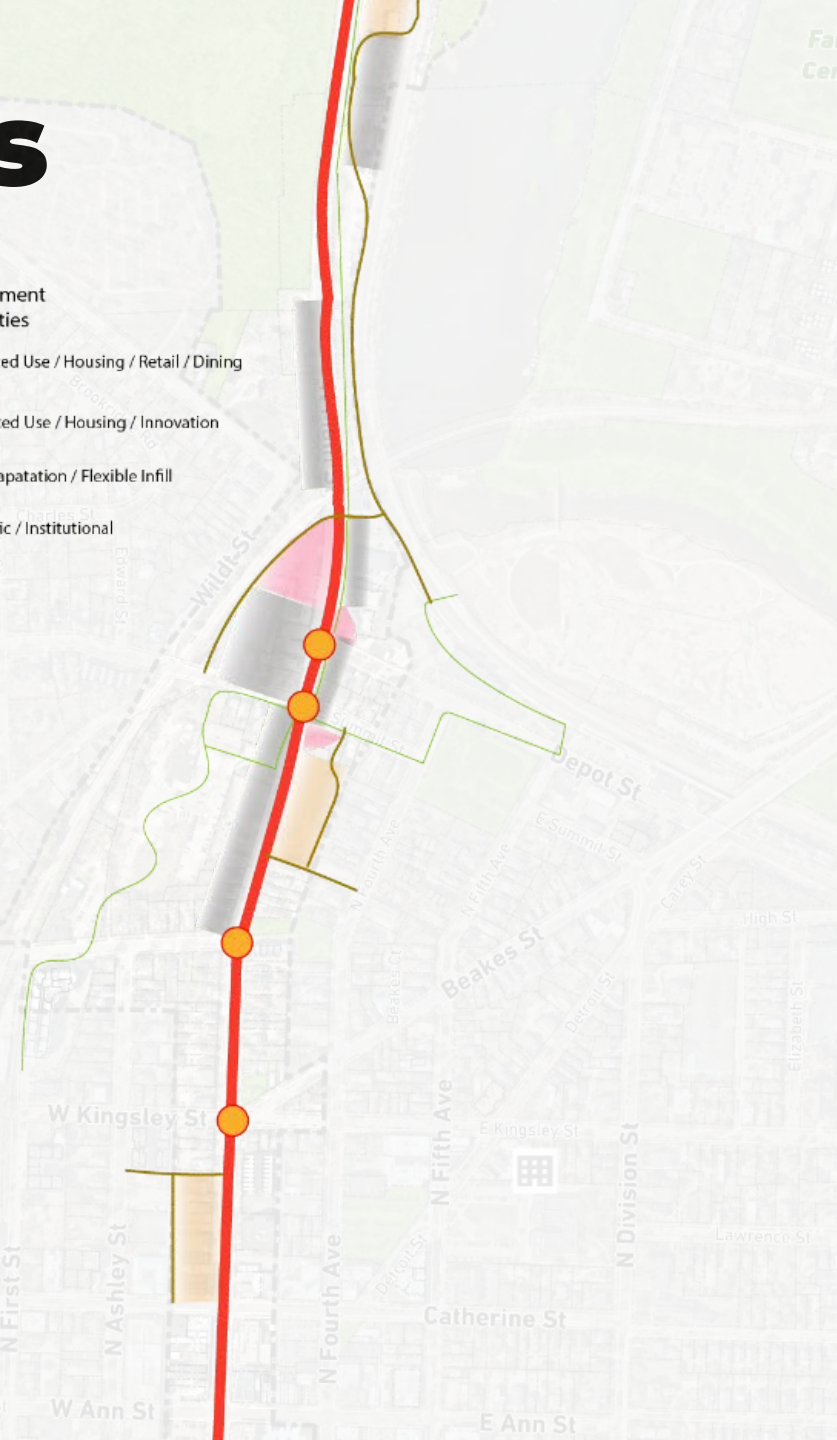
Civic / Institutional



Access and Opportunities







04

Precedent Imagery

Vision Zero
NORTH MAIN
Transportation Study

Alleys / Promenades









