

# REQUEST FOR PROPOSAL

**RFP # 948**

## **ALLEN CREEK GREENWAY MASTER PLAN DEVELOPMENT SERVICES**

City of Ann Arbor  
Systems Planning Unit



**Due Date: Thursday, October 29, 2015  
by 2:00 p.m. (Local Time)**

Issued By:

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

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## **SECTION 1- GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor (herein described as the City) Systems Planning Unit is seeking the services of a consultant (herein described as the Consultant) to support the development of the Allen Creek Greenway Master Plan work effort.

### **BACKGROUND**

In August 2011, The Ann Arbor City Council passed a Resolution in Support of the Allen Creek Greenway (R-11-325). Shortly thereafter, staff from The City's Community Services Area and Public Services Area developed a draft scope of work for a "master plan approach" for the Allen Creek Greenway to include the North Main Corridor, 415 W. Washington and 721 N. Main Street.

The original scope of work had four primary tasks:

- Inventory of existing conditions/issues
- Development of planning objectives and option scenarios
- Prioritization of options
- Development of an implementation plan

The December 2014, the "Green the Way" report, prepared by the University of Michigan (UM) students, was well researched and will provide an excellent base for developing the Allen Creek Greenway Master Plan. The next steps will involve:

- Building on the community feedback collected by the UM students to include additional stakeholders (e.g., property owners along the route, City residents and park users, the Ann Arbor Railroad, Michigan Department of Transportation, the UM, the City Planning Commission, the City's Parks Advisory Commission, the City's Historic District Commission and the Downtown Development Authority);
- Analyzing land use, transportation, historic preservation and economic impacts, particularly in the context of the anticipated floodplain ordinance;
- Developing alternative scenarios and costs for consideration;
- Developing cost estimates for the preferred route and proposing funding options for construction and acquisition, and
- Identifying trail stewardship, potential operational approaches and estimated budgets, and risk management approaches.

On May 18, 2015, City Council passed a resolution to adopt the FY2016 budget which includes \$200,000 for consulting services for development of a master plan for the Allen Creek Greenway. The *Allen Creek Greenway Master Plan* (herein referred to as the "Master Plan") process will explore improvement options that balance the needs and desires of a variety of users and consider the significant resources within the study area. To develop this

plan, City of Ann Arbor staff is recommending a planning process that will engage stakeholders, community leaders and residents in shaping the scope, content and direction of the master plan.

### **STUDY AREA**

- *Allen Creek Greenway:* Argo Cascades to South State Street, primarily along Ann Arbor Railroad corridor (owned by WATCO).
- *415 West Washington Street:* a City owned, 2.52-acre site located on the south side of West Washington Street between First and Third Streets, within the Downtown Development Authority District and Old West Side Historic District.
- *North Main Corridor:*
  - 721 North Main Street: a City owned, 5.10-acre site located on the west side of North Main Street between Felch Street and West Summit Street.
  - N. Main Street and adjacent parks and amenities between M-14 and Summit Street
  - N. Main and Depot Street Intersection.

### **DESIRED QUALIFICATIONS**

The successful candidate will have excellent listening, speaking, facilitation, planning, graphics, and writing skills. The candidate must demonstrate a high level of ability in absorbing and synthesizing a significant amount of technical information from the Technical Advisory Committee and be able to translate broad, planning and technical concepts into laypersons' terms.

The candidate must also demonstrate the ability to synthesize/summarize large amounts of community input to determine the highest priority areas of concern and to present this information in a format that enables the Technical and Citizen Advisory Committees to move smoothly through the master planning process.

### **PROBABLE TIMELINE**

The work effort, which is expected to begin in February 2016, is expected to continue through December 2017 as shown in the anticipated timeline in Appendix B.

## **B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL**

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

All questions shall be submitted on or before Thursday, October 15, 2015, by 3:00 p.m., and should be addresses as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Connie Pulcifer, Systems Planner – cpulcifer@a2gov.org

RFP Process and HR Compliance questions shall be e-mailed to Colin Spencer - cspencer@a2gov.org

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

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

### **C. PRE-PROPOSAL MEETING**

There will be no pre-proposal meeting.

### **D. PROPOSAL FORMAT**

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

Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

### **E. SELECTION CRITERIA**

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed.

During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any consultants, the interviews will likely be held during the week of November 16, 2015. Consultant must be available on selected 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 consultant's response shall be documented and included as part of the final contract.

## **F. SEALED PROPOSAL SUBMISSION**

All proposals are due and must be delivered to the City Procurement Unit on, or before, **Thursday, October 29, 2015 by 2:00 p.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

### **Each respondent must submit in a sealed envelope**

- **one (1) original proposal,**
- **eight (8) additional proposal copies**
- **one (1) digital copy of the proposal on a flash drive, preferably in PDF format**

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

- **one (1) original of the fee proposal**

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

Proposals submitted must be clearly marked: "RFP No. 948 – Allen Creek Greenway Master Plan Development Services" and list the consultant's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

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

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the City.

**A proposal will be disqualified if:**

1. The fee proposal is not contained within a separate sealed envelope.
2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.

**G. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a consultant's 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 General Terms and Conditions is included as Appendix A. Those who wish to submit a proposal to the City are required to review the General Terms and Conditions carefully. **The City will not entertain changes to its General Terms and Conditions.**

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

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

**I. HUMAN RIGHTS REQUIREMENTS**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment E shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's

Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

#### **J. WAGE REQUIREMENTS**

The Attachments provided herein outline the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful consultant 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 consultant unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

#### **L. COST LIABILITY**

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

#### **M. PROPOSAL PROTEST**

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

## **N. SCHEDULE**

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

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	Thursday, October 15, 2015, 3:00 P.M
Proposal Due Date	Thursday, October 29, 2015, 2:00 P.M
Interviews (if needed)	Week of November 16, 2015
Selection	November 23-December 18, 2015
City Council Contract Authorization	Monday, February 1, 2016
Agreement Execution	Friday, February 12, 2016

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

## **O. IRS FORM W-9**

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

## **P. RESERVATION OF RIGHTS**

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

8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

## **SECTION II - SCOPE OF WORK**

The City is seeking a proposed work plan to develop a comprehensive Master Plan for the Allen Creek Greenway. Services, including but not limited to the following, are to be performed within the project budget limit of \$200,000. The proposed work plan shall be clear about what components of the following Master Plan Process can and cannot be achieved within the budget and/or associated timeline. Provide a clear list of additional services (beyond the \$200,000 budget limit) and associated costs, if required.

### **A. MASTER PLAN PROCESS:**

The Master Plan process encompasses four primary tasks.

#### **TASK 1: PROJECT INITIATION**

- Step 1. Review Existing Information & Introduce Project
- Step 2. Existing Conditions Analysis
- Step 3. Issues & Opportunities Analysis

#### **TASK 2: PLANNING OBJECTIVES & OPTIONS, IMPACT ANALYSIS & COST SCENARIOS**

- Step 1. Formulate Planning Objectives & Planning Option Scenarios
- Step 2. Impact Analysis and Cost Scenarios

#### **Task 3: MASTER PLAN RECOMMENDATIONS & STRATEGIES**

- Step 1. Prioritize Conceptual Level Planning Options
- Step 2. Develop Draft Recommendations & Strategies

#### **Task 4: MASTER PLAN DOCUMENTATION & ACTIONS**

- Step 1. Develop Draft Plan Documents
- Step 2. Develop Draft Implementation Plan
- Step 3. Prepare Final Draft Documentation
- Step 4. Master Plan Review & Adoption

### **B. PUBLIC ENGAGEMENT APPROACH**

The public engagement component of the Master Plan will engage the following groups over the course of the project:

- **Project Management Team**
  - Oversight Team
  - Project Manager
  - Consultant
- **Technical Advisory Committee**
  - Consisting of City staff and agencies
  - *Eight (8) meetings* (number of meetings based on planning steps described below)
- **Citizen Advisory Committee**
  - Consisting of representatives from the stakeholder groups

- Chosen to provide a diverse range of perspectives and to advise the planning process
- *Six (6) meetings*
- **Stakeholders**
  - Consisting of identified groups with a vested interest and knowledge to share about the Master Plan study area.
  - Includes representation from residential neighborhood groups; non-profit groups; environmental organizations; agencies; public groups; landowners; boards and commissions; and City units.
  - *Two or three (2 or 3) rounds of stakeholder group meetings and/or interviews*
- **Public/Community**
  - Consisting of any and all City residents, stakeholders and others interested in the Master Plan study area.
  - *Three (3) City-wide meetings*

The roles, responsibilities and specific engagement details for each of these groups are described below and diagramed on the Master Plan Team Structure in Appendix B.

### **1. Project Management Team**

The Project Management Team will consist of an Oversight Team from Public Services and Community Services leadership; a Project Manager and the Project Consultant. This group will be responsible for overall management of the project and will meet prior to the Technical Advisory Committee meetings.

Typical Project Management Team activities throughout the process include:

- Correspondence with involved groups and/or managing contact lists.
- Preparing agendas and meeting summaries for all meetings.
- Meeting logistics (space reservation, equipment provisioning).
- Advertising meeting and project events (i.e., press releases, newsletters, twitters, posters).
- Meeting facilitation and/or presentations.
- Drafting written content or text for report documents.
- Preparing graphic materials (i.e., maps, illustrations).
- Preparing content for public review (i.e., PowerPoint presentations, maps, handouts).
- Maintaining project webpage and documents.

### **2. Technical Advisory Committee**

The Technical Advisory Committee will consist of members of City staff and agencies working on or responsible for the development of the Master Plan. City units and agencies involved will include Planning; Systems Planning; Parks and Recreation; Safety Services; Finance; Natural Area Preservation; Field Operations; and, Washtenaw County Water Resources Commission (WCWRC). The Technical

Advisory Committee shall be responsible for providing technical guidance, resolving differences and for developing the content of the plan documents for eventual action by the Ann Arbor City Planning Commission and City Council.

Typically, the Technical Advisory Committee will meet prior to Citizen Advisory Committee meetings and/or stakeholders or City-wide meetings to review materials for presentation.

Typical Working Group activities throughout the process include:

- Determine final list of Citizen Advisory Committee candidates.
- Providing technical review and approving materials throughout the process.
- Review written content or text for planning documents.
- Review graphic materials (i.e., maps, illustrations).

### **3. Citizen Advisory Committee**

#### *Committee Size and Membership*

The Citizen Advisory Committee will consist of individuals who represent a broad spectrum of interests related to the Master Plan. Committee members will be selected from among the stakeholder groups after initial stakeholder focus group meetings are conducted during Task 1. Selection of committee members will strive for a balance of viewpoints while ensuring that all committee members are capable and committed to engaging in the entire process.

In the event that selected individuals are unable or unwilling to serve on the Citizen Advisory Committee, these individuals will continue to be engaged throughout the process as a stakeholder (see the Stakeholders section below).

#### *Role of the Citizen Advisory Committee*

The role of the Citizen Advisory Committee is to provide feedback on the scope, content, direction and recommendations of the plan, and provide guidance on the best approaches for engaging stakeholder groups and the broader public over the course of the project. The Citizen Advisory Committee will not be the principal decision-maker during the planning process

### **4. Stakeholders**

Stakeholders include a range of groups with an interest in or involvement with the Master Plan and whose input is important to the development and success of the plan outcome. The engagement methods for the stakeholders include focus groups and/or interviews designed to offer special opportunities to review and comment on plan documents and other materials at key stages in the process. Members of boards and commissions will be key stakeholders and will be informed about plan progress during major project milestones.

The stakeholder focus group meetings or interview sessions will be held prior to City-wide meetings so stakeholders can help focus content and key questions for the

meetings. Stakeholders will be notified and invited to City-wide meetings and may be asked to comment on posted materials or draft documents at specific points during the process.

*Stakeholder Groups and Member Organizations* (\* indicates a consideration for inclusion on the Technical Advisory Committee; \*\* indicates a consideration for inclusion on the Citizen Advisory Committee). This is not an all-inclusive list and other groups may be added.

#### City Units

- Field Operations\*
- Finance\*
- Historic Preservation Program\*
- Natural Area Preservation\*
- Parks and Recreation\*
- Planning\*
- Safety Services\*
- Systems Planning\*

#### Boards & Commissions

- Alt Committee
- Disabilities Commission
- Downtown Development Authority (DDA)\*\*
- Environmental Commission
- Historic District Commission (HDC)\*\*
- Land Acquisition Committee (LAC)
- Parks Advisory Commission (PAC)\*\*
- City Planning Commission (CPC)\*\*
- Public Art Commission (AAPAC)

#### Agencies/Public Groups

- Ann Arbor Area Transit Authority
- Michigan Department of Transportation
- University of Michigan\*\*
- Washtenaw Area Transportation Study
- Washtenaw County Parks and Recreation Commission\*

#### Private Companies

- Ann Arbor Railroad (WATCO)\*\*

#### Non-profit Groups/Environmental Organizations

- Allen Creek Greenway Conservancy\*\*
- Legacy Land Conservancy
- Allen Creek Watershed Group
- Ann Arbor Tree Conservancy

- Huron River Watershed Council (HWRC)
- Sierra Club
- Washtenaw Biking & Walking Coalition (WBWC)

#### Business Organizations/Commercial Neighborhoods

- Main Street Area Association
- Main Street Businesses
- North Main Street Businesses
- Ann Arbor Business & Convention Bureau
- Ann Arbor & Ypsilanti Chamber

#### Residential Neighborhood Groups/Citizens at Large

- Area residents and property owners including Water Hill residents (north of Miller; east of Brooks; south of Sunset; west of rail road tracks)\*\*
- Downtown Area Citizens Advisory Council\*\*
- North Central Property Owners Association\*\*
- Old West Side Association\*\*
- Spring-Brooks-Summit Neighborhood Assoc\*\*

### **5. Public/Community**

The general public may participate in the process through a series of City-wide meetings three (3) times during the course of the project. The City-wide meetings will typically last two (2) hours, using the first hour to present information or draft materials and the second hour for public comment or other feedback activities.

The public will also be invited to add their names to the City's e-mail notification system so they will be notified when new materials are posted on the City's project web site. Mailing lists can also be developed based on workshop sign-in sheets.

### **C. PLANNING STEPS**

The planning process will begin with the review of existing information and the formation of a stakeholder list and a Citizen Advisory Committee. The planning process will then involve establishing planning objectives; developing plan options, cost analyses; choosing preferred options, drafting recommendations, and implementing action strategies. The planning process may build upon the efforts of past planning studies.

The outline below describes the primary steps in the planning process and potential deliverables and public engagement methods. Refer to the attached schedule for the timing of each step.

## TASK 1: PROJECT INITIATION

### Step 1. Review Existing Information & Introduce Project

- a. Issue Notice of Intent to Plan  
Per Municipal Planning Act, PA 285 of 1931, Submit letter of *Notice of Intent to Plan* all adjoining jurisdictions, railroad companies and public utility companies.
- b. Review and document existing information and related documents (list of related documents included in Appendix B):
- c. Technical Advisory Committee Meeting #1
  - i. Discuss past planning efforts and determine information gaps.
  - ii. Finalize stakeholder analysis
  - iii. Develop stakeholder focus groups and convene round 1 meeting.
- d. Stakeholder Focus Groups round 1
  - i. Introduce project team.
  - ii. Discuss project process and schedule.
  - iii. Overview of past planning efforts
  - iv. Call for interest in Citizen Advisory Committee
- e. Form Citizen Advisory Committee
  - i. Form the Citizen Advisory Committee from available/willing invitees and other nominations; 12-18 individuals. Review Citizen Advisory Committee rules of operation and expectations.

### Step 2. Existing Conditions Analysis

- a. Document existing conditions from compiled studies/maps/reports.
- b. Document needs to fill gaps in existing information

### Step 3. Issues & Opportunities Analysis

- a. Document Issues & Opportunities
- b. Citizen Advisory Committee Meeting #1
  - i. Review committee rules of operation and expectations.
  - ii. Review the planning process with Citizen Advisory Committee members (this document).
  - iii. Share existing conditions analysis documentation
  - iv. Discuss issues & opportunities documentation.
- c. Citywide meeting #1—Informational Kickoff
  - i. Develop and distribute announcement/press release.
  - ii. Discuss past planning efforts
  - iii. Discuss and document project issues & opportunities
  - iv. Provide opportunities for additional public commenting such as a Citywide survey, social network tools and project webpage.

#### *Deliverables*

- Final stakeholder list with contact Information

- Final Citizen Advisory Committee list with written rules of operation & expectations
- *Draft Existing Conditions Analysis*
- *Draft Issues & Opportunities Analysis*
- Project Webpage
- Document Retrieval Systems

## **TASK 2: PLANNING OBJECTIVE & OPTIONS, IMPACT ANALYSIS & COST SCENARIOS**

### **Step 1. Formulate Planning Objectives & Planning Option Scenarios**

- a. Technical Advisory Committee Meeting #2
  - i. Review deliverables from Task 1
  - ii. Formulate planning objectives to form the basis of option scenarios. These may include:
    - *Beneficial use of Allen Creek Greenway, North Main Corridor, 415 W. Washington St., and 721 N. Main St.*
    - *Public greenway linkages including the Border-to-Border Trails*
    - *Entrance/gateway improvements*
    - *Huron River corridor connections*
    - *Flood risk mitigation*
    - *Environmental benefits*
    - *Historic preservation*
    - *Financial return*
    - *Other benefits*
  - iii. Formulate preliminary planning option scenarios
- b. Citizen Advisory Committee Meeting #2
  - i. Review, discuss and amend project planning objectives.
  - ii. Review, discuss and amend preliminary planning option scenarios.

### **Step 2. Impact Analysis and Cost Scenarios**

- a. Using the project planning objectives and planning option scenarios, develop conceptual-level planning options (graphically as well as written.)
- b. Analyze planning options impacts including:
  - i. Community impacts
  - ii. Economic impacts
  - iii. Flood mitigation
  - iv. Stormwater management
  - v. Anticipated floodplain ordinance impacts
  - vi. Housing impacts
  - vii. Historic preservation impacts
  - viii. Potential land acquisitions, easements, lease agreements
  - ix. Traffic impacts
  - x. Streetscape modifications

- xi. Railroad modifications
- xii. Management impacts and operational budgets
- xiii. Greenway stewardship
- xiv. Risk management approaches
- xv. Other implementation impacts
- c. Cost Scenarios
  - i. Develop conceptual level cost scenarios for each planning option taking into account all impacts listed above in Step 2, b.
- d. Technical Advisory Committee Meeting #3
  - i. Review conceptual level planning options
  - ii. Review planning options impacts
  - iii. Review cost scenarios
  - iv. Refine planning options and analysis based on Technical Advisory Committee input.
- e. Gap analysis and conceptual-level planning options refinement—based on planning option impact analysis and cost scenarios, refine planning options to address potential gaps between community goals and planning objectives.

*Deliverables*

- Technical Advisory Committee & Citizen Advisory Committee Meeting Summaries
- *Draft Conceptual Level Planning Objectives and Options*
- *Draft Planning Option Impact Analysis*
- *Draft Cost Scenarios*
- *Refined Conceptual Level Planning Options*
- Project Web Site Update

**TASK 3: MASTER PLAN RECOMMENDATIONS & STRATEGIES**

**Step 1. Prioritize Conceptual Level Planning Options**

- a. Develop a decision-making matrix with selection criteria to assist in prioritizing conceptual level planning options.
- b. Technical Advisory Committee Meeting #4
  - i. Review Conceptual Level Planning Options
  - ii. Review Planning Options Impacts
  - iii. Review Planning Options Cost Scenarios
  - iv. Using the decision-making matrix, discuss and prioritize draft planning options.
  - v. Discuss format for upcoming meetings.
- c. Citizen Advisory Committee Meeting #3
  - i. Review Conceptual Level Planning Options
  - ii. Review Planning Options Impacts
  - iii. Review Planning Options Cost Scenarios
  - iv. Using the decision-making matrix, discuss and prioritize draft planning options.

- v. Review content and approach for stakeholder focus groups round 2 and Citywide meeting #3.
- d. Conduct stakeholder focus groups/interviews round 2.
  - i. Review Conceptual Level Planning Options
  - ii. Review Planning Options Impacts
  - iii. Review Planning Options Cost Scenarios
  - iv. Using the decision-making matrix, discuss and prioritize draft planning options.
- e. City-Wide Meeting #3
  - i. Develop and distribute meeting announcement/press release.
  - ii. Bring planning options to the public-at-large for comment and prioritization preferences in a workshop setting.

**Step 2. Develop Draft Recommendations & Strategies**

- a. Technical Advisory Committee Meeting #5
  - i. Review stakeholder focus groups and Citywide prioritization exercises.
  - ii. Refine preferred planning options into draft recommendations, implementation strategies (including phasing), cost estimates and funding strategies, and operational and management strategies and funding. These will respond to identified issues and should be consistent with the project planning objectives.
- b. Citizen Advisory Committee Meeting #4
  - i. Review stakeholder focus groups and Citywide prioritization exercises.
  - ii. Review and amend draft planning recommendations and strategies.

*Deliverables*

- Meeting Summaries
- Decision-making Matrix
- Draft *Planning Options Priorities*
- Draft *Recommendations and Strategies*
- Project Web Site Update

**TASK 4: MASTER PLAN DOCUMENTATION & ACTIONS**

**Step 1. Develop Draft Plan Documents**

- a. Develop draft plan documents that will include:
  - i. Existing Conditions Analysis narrative
  - ii. Issues & Opportunities narrative
  - iii. Conceptual-level Planning Options—narrative and graphics.
  - iv. Planning Options Impacts Analysis—narrative and graphics
  - v. Planning Options Cost Scenarios
  - vi. Planning Options Priorities—narrative and graphics
  - vii. Recommendations and Strategies—narrative and graphics

- viii. Public Engagement Strategy narrative
- ix. Meeting Summaries
- x. References and appendices.

**Step 2. Develop Draft Implementation & Management Plan**

The implementation plan describes what type of work will be required for implementing and managing each planning strategy. Each line item might include (1) responsible parties, (2) time frame, (3) type of action needed.

- a. Technical Advisory Committee Meeting #6
  - i. Review draft recommendations and strategies text. Strengthen and suggest revisions as appropriate.
  - ii. Review draft implementation and management plan.
- b. Citizen Advisory Committee Meeting #5
  - i. Review draft recommendations and strategies text. Strengthen and suggest revisions as appropriate.
  - ii. Review draft implementation and management plan.

**Step 3. Prepare Draft Documentation**

- a. Technical Advisory Committee Meeting #7
  - i. Review draft document.
- b. Citizen Advisory Committee Meeting #6
  - i. Review draft document.
- c. Conduct stakeholder focus groups/interviews round 3 (optional).
  - i. Review draft plan documents with stakeholders to build support.
- d. Revise plan documents as needed based on comments received.
- e. City-Wide Meeting #3
  - i. Present and review draft plan through a City-wide public gathering or open house.
  - ii. Allow public to comment on the draft plan.
- f. Revise plan documents in coordination with comments received.
- g. Submit final-draft plan in a digital PDF and native formats.

**Step 4. Master Plan Review & Adoption**

- a. Receive approval from Technical Advisory Committee for distribution of final-draft plan.
- b. Send final-draft plan to adjoining jurisdictions, railroad companies and public utility companies for review and comment. With the exception of Washtenaw County, all review comments shall be received within 65 days. Washtenaw County comments shall be received within 95 days.
- c. Consider comments and prepare final plan for distribution.
  - i. Present final plan to City commissions including:
    - Energy Commission
    - Environmental Commission
    - Historic District Commission
    - Parks Advisory Commission

- d. Planning Commission public hearing and action (adoption consideration as an update to the City Master Plan).
- e. City Council public hearing and action (adoption consideration as an update to the City Master Plan.)

*Deliverables*

- Meeting Summaries
- Draft Recommendations and Strategies Document
- Final Master Plan Recommendations and Strategies Document
- Project Web Site Update

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

Consultants should organize Proposals into the following Sections:

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

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

#### **A. Professional Qualifications – 20 points**

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate 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 subconsultants. Qualifications and capabilities of any subconsultants 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 which 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 master plan development for the firm **and** the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the services is required with this section. A complete list of client references must be provided for similar

projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 40 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and individual person-hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements. Optional services are to be identified and described in detail.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also, include in the work plan all proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 10 points

1. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Fees for optional services are to be listed separately. Consultants 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.
2. The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Attachment A in Section IV of this RFP.

A. Authorized Negotiator

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

B. Attachments

Legal Status of Consultant, Living Wage Compliance Form, and the Contract Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

**PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C, based on 90 points) 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 consultants.
2. The committee then will schedule the interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to forty-five (45) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

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

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

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

## **PREPARATION OF PROPOSALS**

Proposals should be prepared providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the proposal.

Proposals should have no plastic bindings. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should be no more than 30 sheets (60 sides) excluding resumes and past project descriptions.

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

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

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

## **SECTION IV - ATTACHMENTS**

Attachment A: - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A  
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

- A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

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

\_\_\_\_\_, Date: \_\_\_\_\_,  
Signature

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_





**ATTACHMENT D**



<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
--

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 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.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other

\*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 the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
---	------	--

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

**ATTACHMENT E**  
**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/departments/City-clerk](http://www.a2gov.org/departments/City-clerk)

**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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the City's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at [aahumanrightscommission@gmail.com](mailto:aahumanrightscommission@gmail.com), or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**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.

**ATTACHMENT F**

**CITY OF ANN ARBOR LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016**

**\$12.81** per hour

If the employer provides health care benefits\*

**\$14.30** 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  
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

**APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
\_\_\_\_\_  
AND THE CITY OF ANN ARBOR  
FOR \_\_\_\_\_**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and \_\_\_\_\_

("Contractor") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

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

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means \_\_\_\_\_.  
Project name

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

A. The Contractor agrees to provide \_\_\_\_\_  
type of service

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

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

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

#### **IV. INDEPENDENT CONTRACTOR**

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

#### **V. COMPENSATION OF CONTRACTOR**

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

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

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

**X. ASSIGNMENT**

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

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance

notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

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

### **XIII. NOTICE**

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

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

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

City of Ann Arbor

\_\_\_\_\_  
(insert name of Administering Service Area Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 48103

### **XIV. CHOICE OF LAW AND FORUM**

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

### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

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

#### **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

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

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

#### **XVII. SEVERABILITY OF PROVISIONS**

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

#### **XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Type Name

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Type Name  
Service Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**

**EXHIBIT B  
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address 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 shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

## **NON-DISCLOSURE AGREEMENT**

BETWEEN \_\_\_\_\_ AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 (“City”) is the owner of certain confidential information relating to its stormwater, sanitary sewer and water main systems and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as “Confidential Information”).

Whereas, “[Click to Type Receiver]” (referred to as “Receiver”) is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the “[Click to Type Development]” .

Therefore, it is agreed this \_\_\_\_ day of “[Click to Type Month]” , “[Click to Type Month]” :

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver’s request for:

- “[Click to Type Items Requested]”

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as “need to know” in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as “need to know.”

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

"[Click to Type Applicant Name]"

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: "[Click to Type Name]"

Title: City Administrator

Title: "[Click to Type Title]"

Approved as to substance:

\_\_\_\_\_

Craig Hupy, P.E.

Public Services Area Administrator

Approved as to form:

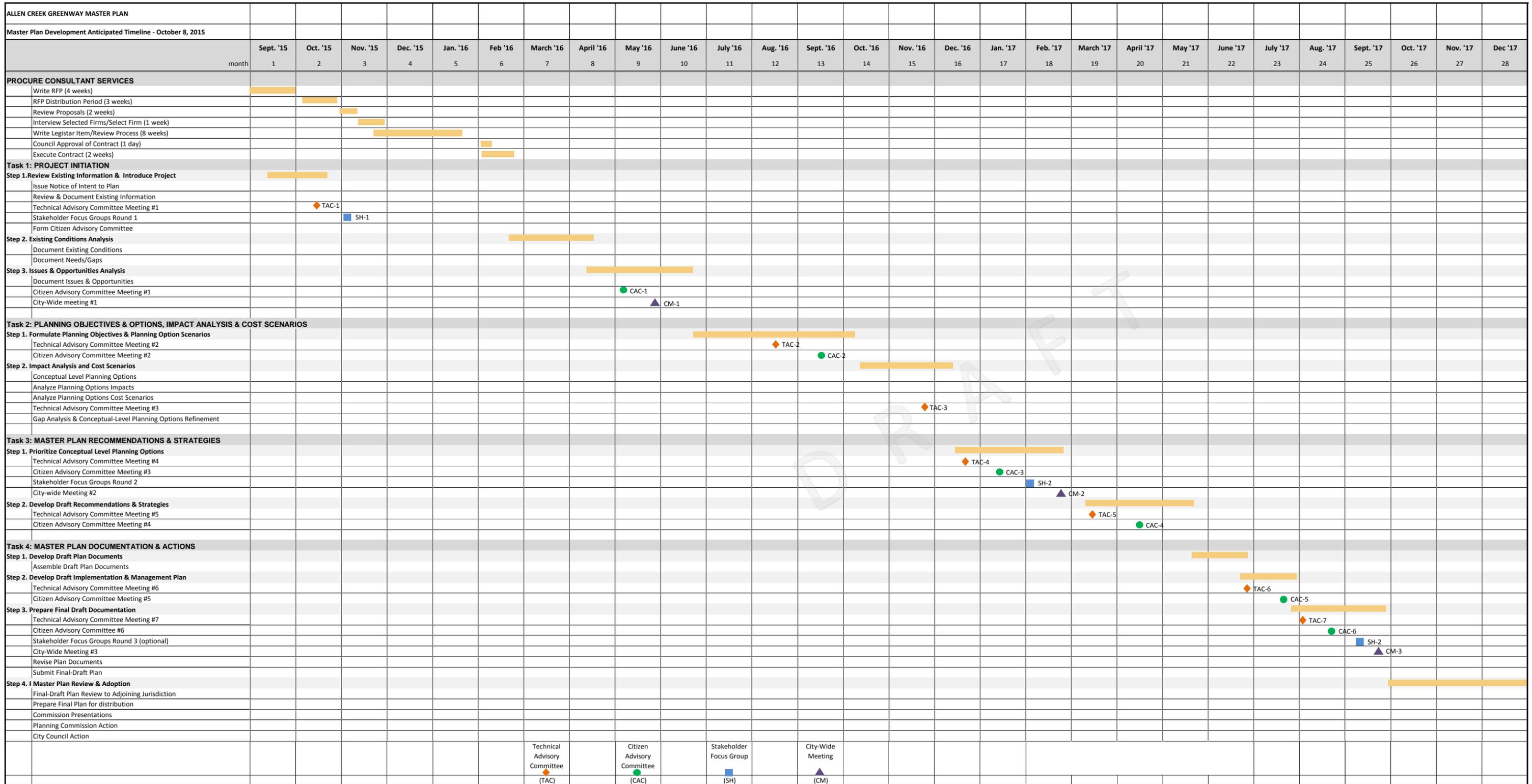
\_\_\_\_\_

Stephen K. Postema

City Attorney

**APPENDIX B:**

Allen Creek Greenway Master Plan Anticipated Timeline  
Allen Creek Greenway Master Plan Team Structure  
Allen Creek Greenway Related Documents



## Project Management Team

Oversight Team: (Cresson Slotten from Public Services & Colin Smith for Community Services)  
+  
Project Manager (Connie Pulcifer from Public Services, Systems Planning Unit)  
+  
Consultant (TBD)

## Advisory Committees

Technical  
Land Use  
Alt Trans  
Floodplain  
Parks  
Utilities  
Historic District  
Safety Services  
Washtenaw County  
Water Resources  
Commission  
Washtenaw County Parks  
and Recreation  
Huron-Clinton  
Metropolitan Authority  
(HCMA)

Citizen  
City Planning Commission  
Parks Advisory Commission  
Historic District Commission  
Downtown Development Authority  
Environmental Commission  
University of Michigan  
Ann Arbor Railroad  
Allen Creek Greenway Conservancy  
Neighborhood Representatives

## Other Stakeholders (partial list)

Neighborhood Representatives  
Businesses and Organizations  
Washtenaw Bicycling and Walking Coalition  
Michigan Department of Transportation  
Allen Creek Watershed Group  
Huron River Watershed Council  
Legacy Land Conservancy

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Capital Improvements Plan Documents</b>			<a href="http://www.a2gov.org/departments/systems-planning/capital-improvements/Pages/FY2016---2021-Capital-Improvements-Plan.aspx">http://www.a2gov.org/departments/systems-planning/capital-improvements/Pages/FY2016---2021-Capital-Improvements-Plan.aspx</a>
City of Ann Arbor FY2016-2021 Capital Improvements Plan: Transportation - Alternative Transportation	2014	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/AltTransDataSummary.pdf">http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/AltTransDataSummary.pdf</a>
City of Ann Arbor FY2016-2021 Capital Improvements Plan: Municipal Facilities - City Owned Buildings	2014	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/CityOwnedBldgDataSummary.pdf">http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/CityOwnedBldgDataSummary.pdf</a>
City of Ann Arbor FY2016-2021 Capital Improvement Plan: Municipal Facilities - Parks and Recreation	2014	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/ParksRecDataSummary.pdf">http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/ParksRecDataSummary.pdf</a>
City of Ann Arbor FY2016-2021 Capital Improvements Plan: Utilities - Stormwater Management	2014	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/StromwaterDataSummary.pdf">http://www.a2gov.org/departments/systems-planning/capital-improvements/Documents/FY2016-2021/StromwaterDataSummary.pdf</a>

<b>Greenway Documents</b>			
Allen Creek Greenway Preliminary Feasibility Study	2005	Stephen M. Ross School of Business at the University of Michigan (Student Report)	<a href="http://www.bus.umich.edu/MAP/AllenCreek/AllenCreek_FinalReport_v4.pdf">http://www.bus.umich.edu/MAP/AllenCreek/AllenCreek_FinalReport_v4.pdf</a>
The Allen Creek Greenway - Findings and Recommendations	2007	Allen Creek Greenway Task Force, City of Ann Arbor	<a href="http://www.a2gov.org/greenway/pages/allencreekgreenwayhome.aspx">http://www.a2gov.org/greenway/pages/allencreekgreenwayhome.aspx</a> <a href="http://www.a2gov.org/greenway/Documents/Final%20Report_low%20res.pdf">http://www.a2gov.org/greenway/Documents/Final%20Report_low%20res.pdf</a>
Visioning the Allen Creek Greenway: Designing a Path, Creating a Place	2012	School of Natural Resources and Environment at the University of Michigan (Student Report)	<a href="http://natureforcities.snre.umich.edu/wp-content/uploads/2012/11/Master-Plan-Ann-Arbors-Allen-Creek-Greenway.pdf">http://natureforcities.snre.umich.edu/wp-content/uploads/2012/11/Master-Plan-Ann-Arbors-Allen-Creek-Greenway.pdf</a>
Green the Way: Moving Forward on an Allen Creek Trail	2014	University of Michigan Urban and Regional Planning Program (Student Capstone Report)	<a href="http://taubmancollege.umich.edu/sites/default/files/files/mup/capstones/Green-the-Way-2014Capstone.pdf">http://taubmancollege.umich.edu/sites/default/files/files/mup/capstones/Green-the-Way-2014Capstone.pdf</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Planning Documents</b>			<a href="http://www.a2gov.org/departments/planning-development/planning/pages/city-master-Plan.aspx">http://www.a2gov.org/departments/planning-development/planning/pages/city-master-Plan.aspx</a>
City of Ann Arbor Parks & Recreation Open Space Plan 2011-2015	2011	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/PROS%202-22-11.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/PROS%202-22-11.pdf</a>
City of Ann Arbor Natural Features Master Plan	2004	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/NFMasterPlan_6-04.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/NFMasterPlan_6-04.pdf</a>
Recommended Vision & Policy Framework for Downtown Ann Arbor: Downtown Development Strategies Project	2006	Prepared by Calthorpe Associates and Strategic Economics for City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/a2d2/Documents/DevelopmentStrategiesReport_02-17-6.pdf#search=Recommend%20Vision%20Policy%20Framework%20for%20Downtown%20Ann%20Arbor%3A%20Downtown%20Development%20Strategies%20Project">http://www.a2gov.org/departments/planning-development/planning/a2d2/Documents/DevelopmentStrategiesReport_02-17-6.pdf#search=Recommend%20Vision%20Policy%20Framework%20for%20Downtown%20Ann%20Arbor%3A%20Downtown%20Development%20Strategies%20Project</a>
City of Ann Arbor Downtown Plan	2009	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/DowntownPlan_May09_Final.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/DowntownPlan_May09_Final.pdf</a>
City of Ann Arbor Master Plan: Land Use Element	2009	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Land_Use_Plan_Nov09.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Land_Use_Plan_Nov09.pdf</a>
Washtenaw County Brownfield Redevelopment Program Guide	2009	Washtenaw County	<a href="http://www.ewashtenaw.org/government/departments/community-and-economic-development/news/2014/community-and-economic-development/housing-and-community-infrastructure/wcbra/wcbra_administrative_documents/wcbra_program_guide_sep_09">http://www.ewashtenaw.org/government/departments/community-and-economic-development/news/2014/community-and-economic-development/housing-and-community-infrastructure/wcbra/wcbra_administrative_documents/wcbra_program_guide_sep_09</a>
City of Ann Arbor South State Street Corridor Plan	2013	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/SSSC%20PLAN%20August%202013.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/SSSC%20PLAN%20August%202013.pdf</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Planning Documents</b> (continued)			
City of Ann Arbor Sustainability Framework	2013	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Ann%20Arbor%20Sustainability%20Framework%20051313.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Ann%20Arbor%20Sustainability%20Framework%20051313.pdf</a>
The North Main Street - Huron River Corridor Vision for the Future	2013	City of Ann Arbor The North Main-Huron River Corridor Vision Task Force	<a href="http://www.a2gov.org/departments/planning-development/planning/pages/northmainhuronrivercorridorproject.aspx">http://www.a2gov.org/departments/planning-development/planning/pages/northmainhuronrivercorridorproject.aspx</a>
			<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/North%20Main/NMVF%20report%209-3-13_FINAL.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/North%20Main/NMVF%20report%209-3-13_FINAL.pdf</a>
NACTO Urban Street Design Guide	2013	National Association of City Transportation Officials	<a href="http://nacto.org/usdg">http://nacto.org/usdg</a>
Ann Arbor City Code Chapter 57: Land Use Control	N/A	City of Ann Arbor	<a href="https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITVZOPL_CH57SULAUSCO">https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITVZOPL_CH57SULAUSCO</a>
A2D2: Ann Arbor Discovering Downtown Recommendations	2007	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/a2d2/Pages/AnnArbo.aspx">http://www.a2gov.org/departments/planning-development/planning/a2d2/Pages/AnnArbo.aspx</a>
			<a href="http://www.a2gov.org/departments/planning-development/planning/a2d2/Pages/Resources.aspx">http://www.a2gov.org/departments/planning-development/planning/a2d2/Pages/Resources.aspx</a>
Downtown Ann Arbor Design Guidelines	2011	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Downtown%20Design%20Guidelines%2002-07-11.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Downtown%20Design%20Guidelines%2002-07-11.pdf</a>
North Main Street/Huron River Corridor Land Use Plan	1988	Prepared by Deardorff Design Resources/inc. for the City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/North%20Main%20Street-Huron%20River%20Corridor%20Land%20Use%20Plan%201988.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/North%20Main%20Street-Huron%20River%20Corridor%20Land%20Use%20Plan%201988.pdf</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Project Site Documents</b>			
Request for Proposal for the Acquisition and Redevelopment/Reuse of City-Owned Property 415 West Washington Street	2008	City of Ann Arbor	<a href="http://www.mitn.info/bids/attachments.asp?TN=110746&amp;GroupID=1077">http://www.mitn.info/bids/attachments.asp?TN=110746&amp;GroupID=1077</a>
Frequently Asked Questions 415 W. Washington Request for Proposals	2008	City of Ann Arbor	<a href="http://www.mitn.info/bids/attachments.asp?TN=110746&amp;GroupID=1077">http://www.mitn.info/bids/attachments.asp?TN=110746&amp;GroupID=1077</a>
Phase I Environmental Assessment: 721 North Main Street	2012	Prepared by Tetra Tech for City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/documents/721%20N%20Main/1%20ESA1%20pg%201-44.pdf">http://www.a2gov.org/departments/planning-development/planning/documents/721%20N%20Main/1%20ESA1%20pg%201-44.pdf</a>
721 North Main Street Existing Facility Assessment: Final Report	2013	Prepared by inForm Studio for City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/documents/north%20main/721nmainbuildingassessment-final.pdf">http://www.a2gov.org/departments/planning-development/planning/documents/north%20main/721nmainbuildingassessment-final.pdf</a>

<b>Transportation Documents</b>			
Rails-with-Trails: Lessons Learned	2002	US Department of Transportation	<a href="http://www.fhwa.dot.gov/environment/recreational_trails/publications/rwt/page00.cfm">http://www.fhwa.dot.gov/environment/recreational_trails/publications/rwt/page00.cfm</a>
City of Ann Arbor Transportation Master Plan Update	2009	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/pages/city-master-plan.aspx">http://www.a2gov.org/departments/planning-development/planning/pages/city-master-plan.aspx</a>
			<a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Non-Motorized%20Plan%20Update%202013.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Non-Motorized%20Plan%20Update%202013.pdf</a>
Ann Arbor Connector Feasibility Study: Final Report	2011	Prepared by URS for City of Ann Arbor, Ann Arbor Area Transportation Authority, University of Michigan and the DDA	<a href="http://www.aconnector.com/reports.html">http://www.aconnector.com/reports.html</a> <a href="http://www.aconnector.com/documents/feasibility-report.pdf">http://www.aconnector.com/documents/feasibility-report.pdf</a>
Ann Arbor Connector Website			<a href="http://aconnector.com/">http://aconnector.com/</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Transportation Documents</b> (continued)			
City of Ann Arbor Non-motorized Transportation Plan (with 2013 update)	2013	City of Ann Arbor	<a href="http://www.a2gov.org/departments/planning-development/planning/pages/city-master-plan.aspx">http://www.a2gov.org/departments/planning-development/planning/pages/city-master-plan.aspx</a> <a href="http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Non-Motorized%20Plan%20Update%202013.pdf">http://www.a2gov.org/departments/planning-development/planning/Documents/MasterPlans/Non-Motorized%20Plan%20Update%202013.pdf</a>
Ann Arbor Connector Preliminary Route Alternatives	2013	Ann Arbor Connector	<a href="http://aaconnector.com/presentations.html">http://aaconnector.com/presentations.html</a> <a href="http://aaconnector.com/documents/Alignment%20Displays%202013-11-14.pdf">http://aaconnector.com/documents/Alignment%20Displays%202013-11-14.pdf</a>
2040 Long Range Transportation Plan for Washtenaw County	2013	Washtenaw Area Transportation Study (WATS)	<a href="http://www.miwats.org/2040lrp/home">http://www.miwats.org/2040lrp/home</a>
America's Rails-with-Trails: A Resource for Planners, Agencies and Advocates on Trails Along Active Railroad Corridors	2013	Rails-to-Trails Conservancy	<a href="http://www.railstotrails.org/resource-library/resources/americas-rails-with-trails/">http://www.railstotrails.org/resource-library/resources/americas-rails-with-trails/</a> <a href="http://www.railstotrails.org/resourcehandler.ashx?id=2982">http://www.railstotrails.org/resourcehandler.ashx?id=2982</a>
Ann Arbor Station Environmental Review Site Tour Itinerary	2014	City of Ann Arbor	<a href="https://www.a2gov.org/departments/systems-planning/Transportation/Documents/AAS--Tour_Packet_9-15-2014_Combined.pdf">https://www.a2gov.org/departments/systems-planning/Transportation/Documents/AAS--Tour_Packet_9-15-2014_Combined.pdf</a>
Connecting our Communities: Summary Report for Evaluation of Downtown Ann Arbor North-South Commuter Rail (WALLY) Station Sites	2014	Prepared by Smithgroup JJR and Quandel Consultants for the Ann Arbor Area Transportation Authority	<a href="https://www.michigan.gov/documents/mdot/N-S_CommuterRail_AA_Report_2014_0701_low_res1_463580_7.pdf">https://www.michigan.gov/documents/mdot/N-S_CommuterRail_AA_Report_2014_0701_low_res1_463580_7.pdf</a>
North-South (Wally) Commuter Rail History and Status Report - June 2014	2014	Ann Arbor Area Transportation Authority	<a href="http://www.theride.org/Portals/0/Documents/5AboutUs/WALLY/2.5.2%20WALLY%20Status%20Report%20June%202014.pdf">http://www.theride.org/Portals/0/Documents/5AboutUs/WALLY/2.5.2%20WALLY%20Status%20Report%20June%202014.pdf</a>
WATS FY 2014-2017 Transportation Improvement Program	2014	Washtenaw Area Transportation Study (WATS)	<a href="http://www.miwats.org/tip">http://www.miwats.org/tip</a>
NACTO Urban Bikeway Design Guide	2014	National Association of City Transportation Officials	<a href="http://nacto.org/publication/urban-bikeway-design-guide/">http://nacto.org/publication/urban-bikeway-design-guide/</a>
Ann Arbor City Code Chapters 47-50: Streets and Sidewalks	N/A	City of Ann Arbor	<a href="https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITIVSTI">https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITIVSTI</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Transportation Documents (continued)</b>			
Required Clearances Near Railroad Tracks	N/A	MDOT	<a href="http://michigan.gov/documents/rcbook_55515_7.pdf">http://michigan.gov/documents/rcbook_55515_7.pdf</a>
WALLY Corridor and Surroundings Map	2013	Ann Arbor Area Transportation Authority	<a href="http://www.theride.org/Portals/0/Documents/5AboutUs/WALLY/WALLY_map_052113_11x17_crops.pdf">http://www.theride.org/Portals/0/Documents/5AboutUs/WALLY/WALLY_map_052113_11x17_crops.pdf</a>
Pedestrian Safety and Access Task Force Recommendations to City Council	2015	Pedestrian Safety and Access Task Force for City Council	<a href="http://www.a2gov.org/departments/systems-planning/Transportation/Documents/Pedestrian%20Safety%20Task%20Force/Pedestrian%20Safety%20and%20Access%20Task%20Force%20Final%20Recommendations.pdf">http://www.a2gov.org/departments/systems-planning/Transportation/Documents/Pedestrian%20Safety%20Task%20Force/Pedestrian%20Safety%20and%20Access%20Task%20Force%20Final%20Recommendations.pdf</a>
<b>Water Resources Documents</b>			
Allen's Creek Watershed Management Plan	2001	Allen's Creek Watershed Group	<a href="http://www.acwg.org/">http://www.acwg.org/</a>
City of Ann Arbor Flood Mitigation Plan	2007	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/sustainability/sustainability/pages/floodmitigation.aspx">http://www.a2gov.org/departments/systems-planning/sustainability/sustainability/pages/floodmitigation.aspx</a>
			<a href="http://www.a2gov.org/departments/systems-planning/Sustainability/sustainability/Documents/Floodplan%20Mitigation%20Plan_2007.pdf">http://www.a2gov.org/departments/systems-planning/Sustainability/sustainability/Documents/Floodplan%20Mitigation%20Plan_2007.pdf</a>
Planning Along the Huron: Huron River and Impoundment Management Plan	2009	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/sustainability/sustainability/pages/HRIMP.aspx">http://www.a2gov.org/departments/systems-planning/sustainability/sustainability/pages/HRIMP.aspx</a> <a href="http://www.a2gov.org/departments/systems-planning/Sustainability/sustainability/Documents/HRIMP_2009.pdf">http://www.a2gov.org/departments/systems-planning/Sustainability/sustainability/Documents/HRIMP_2009.pdf</a>
Middle Huron Stormwater Plan for Addressing Total Maximum Daily Loads	2010	Middle Huron Watershed Stormwater Advisory Group	<a href="http://www.hrwc.org/wp-content/uploads/2010/03/Middle_Huron_TMDL_plan_FINAL.pdf">http://www.hrwc.org/wp-content/uploads/2010/03/Middle_Huron_TMDL_plan_FINAL.pdf</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Water Resources Documents (continued)</b>			
Public Education Plan Template for Middle Huron Stormwater Advisory Groups Members Participating in the Watershed Municipal Stormwater Permit	2010	Huron River Watershed Council	<a href="http://www.a2gov.org/departments/systems-planning/water-resources/Stormwater-Permit/Documents/PEP%20Final%20with%20Table.pdf">http://www.a2gov.org/departments/systems-planning/water-resources/Stormwater-Permit/Documents/PEP%20Final%20with%20Table.pdf</a>
Public Participation Plan for the Middle Huron River Subwatershed (Washtenaw County)	2010	Huron River Watershed Council	<a href="http://www.wcroads.org/sites/default/files/pdf/Environmental-PDFs/Middle_Huron_PPP.pdf">http://www.wcroads.org/sites/default/files/pdf/Environmental-PDFs/Middle_Huron_PPP.pdf</a>
City of Ann Arbor 2011 Storm Water Management Program	2011	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/water-resources/Stormwater-Permit/Documents/2011_SWMP.pdf">http://www.a2gov.org/departments/systems-planning/water-resources/Stormwater-Permit/Documents/2011_SWMP.pdf</a>
Bacteria Reduction Implementation Plan for the Middle Huron River Watershed	2011	Middle Huron Watershed Stormwater Advisory Group	<a href="http://www.hrwc.org/wp-content/uploads/2009/10/Honey_Creek_WMP.pdf">http://www.hrwc.org/wp-content/uploads/2009/10/Honey_Creek_WMP.pdf</a>
Watershed Management Plan for the Huron River in Ann Arbor - Ypsilanti metropolitan Area	2011	Prepared by the Huron River Watershed Council for the Washtenaw County Drain Commissioner	<a href="http://www.ewashtenaw.org/government/drain_commissioner/project-status/huron_plan/hrwp.pdf">http://www.ewashtenaw.org/government/drain_commissioner/project-status/huron_plan/hrwp.pdf</a>
Allen Creek Berm: Feasibility of Flood Reduction and Pedestrian Options Technical Memorandum	2013	Prepared by OHM Advisors for City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/water-resources/Stormwater/stormwater-projects/Documents/Allen%20Creek%20Berm%20Study/2013-1216%20FINAL%20REPORT.pdf">http://www.a2gov.org/departments/systems-planning/water-resources/Stormwater/stormwater-projects/Documents/Allen%20Creek%20Berm%20Study/2013-1216%20FINAL%20REPORT.pdf</a>
Floodplain Management in Michigan: Quick Guide	2013	Michigan Department of Environmental Quality	<a href="http://michigan.gov/documents/deq/lwm-quickguide_202673_7.pdf">http://michigan.gov/documents/deq/lwm-quickguide_202673_7.pdf</a>
Rules and Guidelines: Procedures and Design Criteria for Stormwater Management Systems	2014	Washtenaw County Water Resources Commissioner	<a href="http://www.ewashtenaw.org/government/drain_commissioner/dc_webPermits_DesignStandards/dc_Rules/wcwr-c-rules-2014-08-06_book.pdf">http://www.ewashtenaw.org/government/drain_commissioner/dc_webPermits_DesignStandards/dc_Rules/wcwr-c-rules-2014-08-06_book.pdf</a>
Ann Arbor City Code Chapter 29: Sewer Rates	N/A	City of Ann Arbor	<a href="https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITIIUTSE_CH29WASESTRA">https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITIIUTSE_CH29WASESTRA</a>
Ann Arbor City Code Chapter 33: Stormwater System	N/A	City of Ann Arbor	<a href="https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITIIUTSE_CH33STSY">https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITIIUTSE_CH33STSY</a>

## Allen Creek Greenway Related Documents

Title	Year	Organization	URL
<b>Water Resources Documents</b> (continued)			
Ann Arbor City Code Chapter 63: Stormwater Management	N/A	City of Ann Arbor	<a href="https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITVZOPL_CH63STWAMASOE_RSECO">https://www.municode.com/library/mi/ann_arbor/codes/code_of_ordinances?nodeId=TITVZOPL_CH63STWAMASOE_RSECO</a>
Best Management Practices for Storm Water: A Developers' Guide for Ann Arbor	2005	City of Ann Arbor	<a href="http://www.a2gov.org/departments/systems-planning/water-resources/documents/developersguide_4-6-05.pdf">http://www.a2gov.org/departments/systems-planning/water-resources/documents/developersguide_4-6-05.pdf</a>
City of Ann Arbor Floodplain and Floodway Maps	2010	City of Ann Arbor	<a href="http://www.a2gov.org/services/data/pages/default.aspx">http://www.a2gov.org/services/data/pages/default.aspx</a>
FEMA new Flood Insurance Rate Maps (FIRM)	2012	FEMA	<a href="http://www.a2gov.org/departments/systems-planning/water-resources/floodplains/Pages/FloodplainMaps.aspx">http://www.a2gov.org/departments/systems-planning/water-resources/floodplains/Pages/FloodplainMaps.aspx</a>