

REQUEST FOR PROPOSAL

RFP # 20-29

PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES FOR NEW FIRE STATION 4

City of Ann Arbor
Fire Department



Due Date: September 15, 2020 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I - GENERAL INFORMATION

1. OBJECTIVE

The City of Ann Arbor is seeking the services of an agency (firm, nonprofit organization, private agency) qualifications and fee-based proposals for professional services from highly-qualified, architectural-engineering (AE) firms to ensure timely, fiscally responsible, and successful completion

The City of Ann Arbor ("City") seeks qualification proposals from highly qualified comprehensive design teams interested in providing programming, planning, design, and construction-phase services for the Fire Station No. 4 in Ann Arbor, Michigan. This new fire station will reuse the parcel that the current occupies: City of Ann Arbor parcel 09-12-02-209-017 (2415 South Huron Parkway, Ann Arbor, MI 48107). The City seeks design teams with highly qualified personnel with extensive experience and expertise having previously provided programming, planning, design, and construction-phase services for projects similar in purpose to this project.

The City invites interested and qualified architectural firms desiring to be considered as the designer for this project to submit a proposal identifying their qualifications and costs for providing the services required of this project. Firms considering this request for qualifications are encouraged to thoroughly review this document to familiarize themselves with the instructions, information, procedures, and requirements contained herein. Proposals must be prepared and submitted in accordance with the criteria and procedures established in this request for proposal.

Project Parameters

- This project involves the planning, design, and construction of a new fire station and directly related site improvements. Wetland assessment, space programming, and conceptual exterior design have already been completed and are included in this proposal.
 - A modern state-of-the-art fire station that will accommodate fire and emergency response vehicles, equipment and services for the next 50 years.
 - Address flood plain and wetland site challenges.
 - A building of high-quality design and civic architecture that enhances the surrounding neighborhood.
 - New landscaping and tree and bioretention plantings.
 - Enhancement or relocation of basketball court directly adjacent to new station.
 - Net-zero (or equivalent) for green building design.

Required work shall include:

- A. Prepare preliminary plans that embody the values of the community, needs of the department, and stays within budget.

- B. Preparing plans and specifications to replace the existing Fire Station No. 4. To include at minimum:
 - a. Gross square feet (building only) is approximately 11,800.
 - b. Accommodate six (6) career staff with gender neutral / private bunk rooms.
 - c. Two drive-through apparatus – 60’ deep.
 - d. Provide a magnetic exhaust system with tailpipe adaptors to remove products of combustion from the tailpipes of fire apparatus.
 - e. Provide rooms for turn-out gear storage and laundering, medical supplies, and spare fire hose storage.
 - f. Provide a work room/utility room for servicing tools, gear, and small engines
 - g. Provide a work-out facility to accommodate existing work-out equipment
 - h. Station alerting system.
 - i. Address flood plain and wetland site challenges.
- C. Prepare documents for the following services: Engineering, Architectural, and General Contracting.
- D. Attending commission meetings for site and plan approvals
- E. Prepare documents to secure all necessary permits.
- F. Attending a pre-bid conference with prospective bidders.
- G. Providing responses to contractors’ questions during the bidding phase and issuing
- H. Contract Addenda as necessary.
- I. Evaluation of received bids to determine conformance to bid requirements, contractors’ relevant experience, technical and financial capacity to perform the work.
- J. Recommendation of the lowest responsive, qualified bid.

2. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

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

All questions shall be submitted on or before September 1, 2020 at 10:00 a.m.,
and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Mike Kennedy,
Fire Chief – mkennedy@a2gov.org

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

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

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

3. PRE-PROPOSAL MEETING

A virtual pre-proposal meeting will be held:

WHEN: August 28, 2020 at 10:00 a.m.

WHERE: This meeting will be held virtually. Interested parties shall contact to Mike Kennedy. Fire Chief - MKennedy@a2gov.org

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 20-29. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

4. PROPOSAL FORMAT

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

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

5. SELECTION CRITERIA

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals.

The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of September 28, 2020**. Offeror must be available on these dates.

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

6. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before September 15, 2020 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

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

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

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

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

Proposals submitted must be clearly marked: **“RFP No.20-29 – PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES FOR NEW FIRE STATION 4”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

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

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

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

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

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

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

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

7. DISCLOSURES

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

8. TYPE OF CONTRACT

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

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

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

9. NONDISCRIMINATION

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

10. WAGE REQUIREMENTS

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

11. CONFLICT OF INTEREST DISCLOSURE

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

12. COST LIABILITY

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

13. DEBARMENT

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

N. PROPOSAL PROTEST

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

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

O. SCHEDULE

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

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Pre-Proposal Meeting	August 28, 2020 at 10:00 a.m.
Written Question Deadline	September 1, 2020 at 10:00 a.m.
Addenda Published (if needed)	On or before September 9, 2020
Proposal Due Date	Sept. 15, 2020 by 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of September 28, 2020
Selection/Negotiations	September/October 2020
Expected City Council Authorizations	October/November 2020

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.

2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

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

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

SECTION II - SCOPE OF SERVICES

1. Background

Fire Station No. 4 was constructed in 1966. The building has exceeded its 50-year useful life expectancy. The City has been working with an architectural and civil engineering firm to determine feasibility of reusing the current parcel that Fire Station No. 4 occupies: City of Ann Arbor parcel 09-12-02-209-017 (2415 South Huron Parkway, Ann Arbor, MI 48107).

This parcel is located in a flood plain and adjacent to wetlands. Based upon a conceptual site plan by the architectural firm and civil engineering report, it is understood this parcel can be reused for a new fire station. Both of these reports are located in the attachment section.

2. Project Design Scope

The project will consist of several engineering design components:

- A. Evaluate cost effectiveness of net-zero and / or LEED certification for each level of certification. There is a City directive that all new City buildings obtain at least LEED Silver certification.
- B. Complete Fire Station design including structural, mechanical, utility, electrical, HVAC and landscape site design

Each initial phase shall be completed and approved by the city prior to authorization to proceed with the subsequent phase.

3. Conceptual Design

The previous conceptual design and space programming work shall be incorporated into the design scope.

This phase consists of the data collection, survey and information collection suitable to complete conceptual drawings of the fire station construction. This information consists of – but is not limited to – equipment data, topographic survey of all project areas, previous feasibility studies, and soil borings (soil borings will be the responsibility of the firm). Facility layout and functional space within the station shall promote occupant quality of life while maintaining a safe and healthy environment. Layout should ensure flexibility with consideration given to future technology upgrades and future enhancements to changing nature of work. Layout shall accommodate for internal response times (firefighters ability to reach apparatus and ready to depart), and separate maintenance spaces from living area as much as reasonably possible. The firm shall prepare base drawings suitable for discussion and evaluation by city staff. Project architectural, design and constructability issues will be resolved in this phase-in conjunction.

4. Preliminary Design

Upon written authorization from the city, the consultant shall use the information and data collection in the conceptual design phase to develop preliminary engineering documents. Preliminary design shall include all topographic and property surveying of the area selected in the preliminary report as well as all subsurface soils testing and utility investigation.

Preliminary Design will include:

- Architectural/Engineering Drawings (85% complete)
- Mechanical/Structural Design
- Architectural/Site Plan Approval
- Conceptual Landscaping
- Review Agency Contact and Review
- Architectural Photo Rendering
- Final construction cost estimate

5. Final Design

Upon written authorization from the city, the consultant shall proceed with final design and specifications and preparation of bidding documents of the proposed facility.

Final design shall include:

- Engineering Plans (100% complete)
- Electrical/Mechanical Drawings
- Architectural Plans
- Landscape Plans
- Complete Permit Application Submittal
- Project Specifications (CSI Format)

6. Construction Phase

The consultant will be responsible to provide full-service construction-phase services as necessary to achieve a completed project of the highest quality, function, and performance. The following should be considered representative of the expectations and type of services anticipated to be provided by the consultant but should not be considered a complete and exhaustive list of all services:

- Assist in the bidding phases
- Attend pre-bid and pre-construction meetings
- Answer questions/clarifications during bidding
- Review and evaluate submittals, requests for information and change order requests.
- Inspect the construction site and actively participate in on-site construction meetings. Please include in your a proposal for number and frequency of meetings.
- Actively engage with the City in a manner encouraging and supporting collaboration, cooperation, open communication, and trust.

- Review of the work plan, as updated by the contractor, and presented to the City.
- Coordinate, conduct, and document regularly scheduled meetings with the Owner as required to facilitate and advance the construction process.
- Creation and distribution of meeting agendas, and timely issuance of comprehensive meeting minutes documenting processes, evaluations, and decisions.
- Advise the City regarding interpretations of contract documents and payments to contractors.
- Conduct and assist the City for substantial completion by preparing a punch list and conducting a final inspection
- Prepare as-built drawings upon completion of the project and provide four hard copies and one electronic set to the City

7. Fire Station Design

The fire station shall be designed as a stand-alone facility generally located at 2415 South Huron Parkway. The facility design must meet all current MIOSHA, NFPA, and all other applicable standards and codes required by state and local jurisdiction. The fire station will be designed with the following parameters:

- A. Gross square feet (building only) is approximately 11,800.
 - a. Administrative area: 2,900
 - b. Living quarters: 5,100
 - c. Apparatus and support: 3,800
- B. Accommodate six (6) career staff with gender neutral / private bunk rooms.
- C. Apparatus egress shall align with the current traffic signal at Platt Road and South Huron Parkway.
- D. Two apparatus bays: 60' deep, drive through with adequate space between doors, doors that provide effective response, vehicle exhaust system, compressed air and electrical drop lines, along with hot and cold water connections
- E. A building of high-quality design and civic architecture that enhances the surrounding neighborhood.
- F. Provide rooms and appropriate fixtures / shelving / lockers for turnout gear storage and laundering, medical supplies, and spare fire hose storage.
- G. Shall include turnout gear washer and dryer, gear lockers for turnout gear, separate washer and dryer for uniforms, interior furniture must also be accounted for.
- H. Provide a work room/utility room for servicing tools, gear, and small engines
- I. Provide a work-out facility to accommodate existing work-out equipment. New workout equipment does not need to be included in this proposal.
- J. Station alerting system.
- K. New landscaping and tree and bioretention plantings.
- L. Address flood plain and wetland site challenges.
- M. Enhancement or relocation of basketball court directly adjacent to new station.
- N. Building shall have fire suppression throughout.

- O. Net zero or LEED certification (U.S. Green Building Council) at level determined during conceptual design phase. There is a City directive that all new City buildings obtain at least LEED Silver certification.
- P. Please reference the building target space program in the attachments.

8. Design Criteria

The Consultant shall prepare plans and specifications which are consistent with standard design practice. Upon completion of the work the contractor shall provide the City two (2) bound copies of plans, specifications, and design notes indexed by appropriate discipline designation and one (1) electronic copy of the same. The following design criteria are described by technical discipline and shall be followed unless deviation is approved by the City.

- A. All design work shall consist of showing all new or modified, drives, curbs, sidewalks, fences, gates, structures, and removal or relocation of existing features where required. All grades shall be designed so as to blend in with the existing conditions to the maximum extent possible and address flood plan issues. Utilities shall be relocated or extended as required for the proposed work. Site drainage shall be provided as noted in the detailed level of effort for the project.
- B. The contractor shall be fully responsible for reviewing the soil borings and interpretation necessary to adequately design the proposed work.
- C. The contractor shall conduct all boundary, and property survey necessary for completing the work.
- D. City standards shall be followed for roadway and utility design where applicable as determined by the City Engineer.
- E. All design shall be compatible with current City, State and NFPA Standard Specifications.

9. Drawing Requirements

All drawings shall be prepared in a professional manner in accordance with the following criteria:

- A. The Engineer's Drafting Standards shall be used as the basis for drawing requirements unless otherwise directed by the City. The plans shall be designed in English units.
- B. Preliminary drawings may be prepared utilizing reproducible or Mylar. Drawing revisions, which are normally anticipated following review of preliminary plans, shall be performed by the contractor without additional compensation except for changes in scope.
- C. Final design drawings shall be done in erasable ink and include a Mylar cover sheet prepared by the contractor listing all drawings included.
- D. All tracings shall be approved by the City for final printing.
- E. Two bound sets of as built drawings, along with one electronic copy, shall be provided to the City upon completion of the new structure.

10. Specifications

All specifications shall be prepared in a professional manner in accordance with the following criteria:

- A. The City shall provide some standard guide technical specifications for editing by the contractor.
- B. All retyping of the specifications shall be accomplished by the contractor.
- C. Plans and Specifications - Prepare all plans and specifications to solicit bids for construction.

11. Responsibilities of the City

The City's representative will closely follow progress of the work and will provide the following:

- A. Execute overall project management functions.
- B. City and its representative will ensure compliance of all financial obligations.
- C. Transmit instructions, receive information, interpret and define the City policies and provide decisions in a timely manner.
- D. City will provide pertinent City records and/or information for use by the contractor.
- E. City will provide access to public lands as required by the contractor.
- F. Promptly notify the contractor when the representative observes or becomes aware of any deviation in the project.
- G. Review progress drawings and specifications and offer in writing decisions pertaining thereto in a timely fashion.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

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

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

A. Professional Qualifications – 20 points

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

B. Past involvement with Similar Projects – 30 points

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

C. Proposed Work Plan – 30 points

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

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

D. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. The fee proposal shall be broken down into phases with a clear understanding that the project may pause for an unknown period of time until funding becomes available.

Due to the uncertainty of construction funding, the fee proposal needs to include at minimum a breakdown of the following items.

1. Preliminary design – The fee proposal shall include the fee through completion of preliminary design.
2. Final design – The fee proposal shall include the fee through completion of final design. This also needs to include a pause point at the final design phase. The final design shall include site plan approval. The consultant is responsible to achieving site plan approval with the City.

If there is a pause in the project design while waiting for funding, please provide a set fee increase for the remaining professional services (after the pause point) if the project goes over a certain period of time.

3. Bidding and Construction phase – The fee proposal shall include the fee through completion of the construction phase.

E. Authorized Negotiator

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

F. Attachments

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

PROPOSAL EVALUATION

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

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

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

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

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

PREPARATION OF PROPOSALS

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

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

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

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

SECTION IV - ATTACHMENTS

Attachment A – Project Specific Attachments

(Conceptual exterior design, building target space program, draft site layout, wetland delineation report)

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

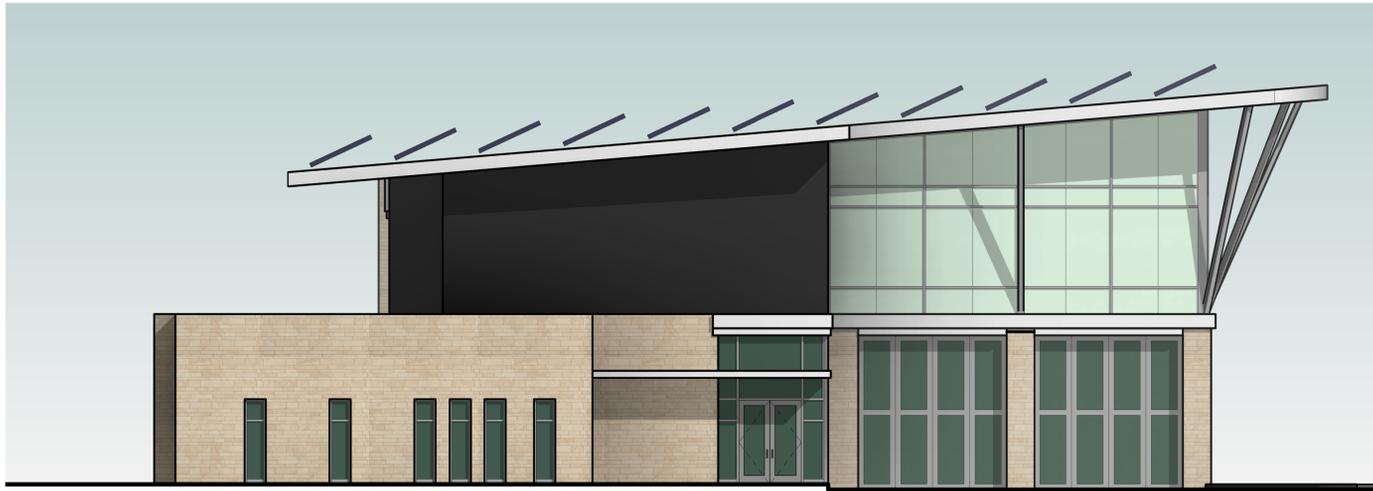
Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

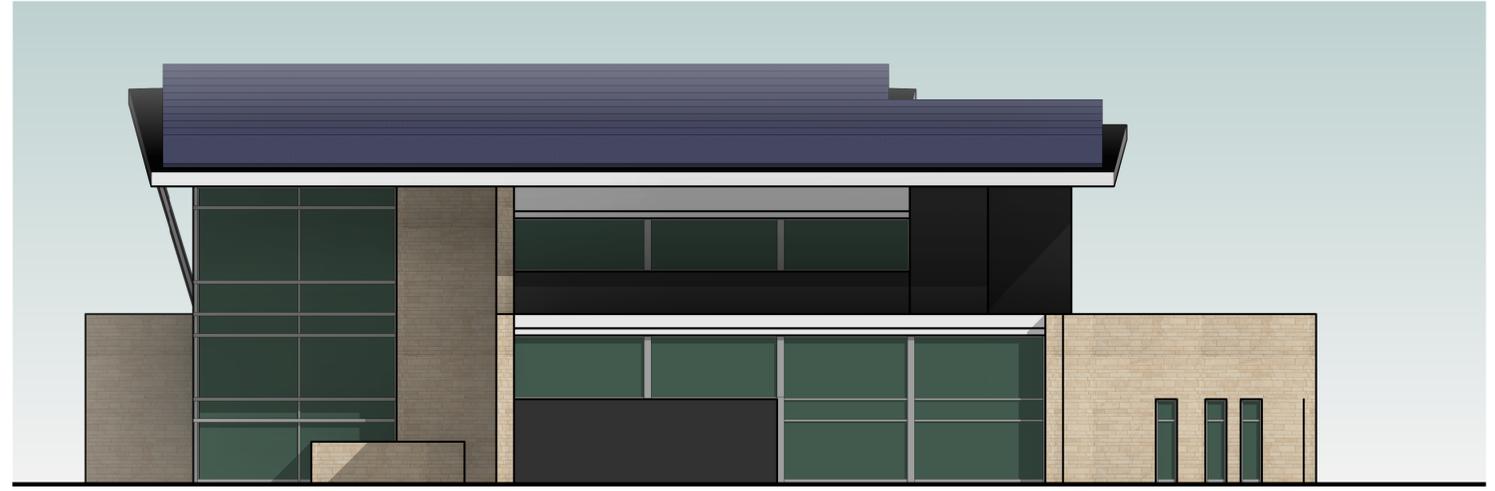
Attachment G – Living Wage Ordinance Poster

ATTACHMENT A
PROJECT SPECIFIC ATTACHMENTS

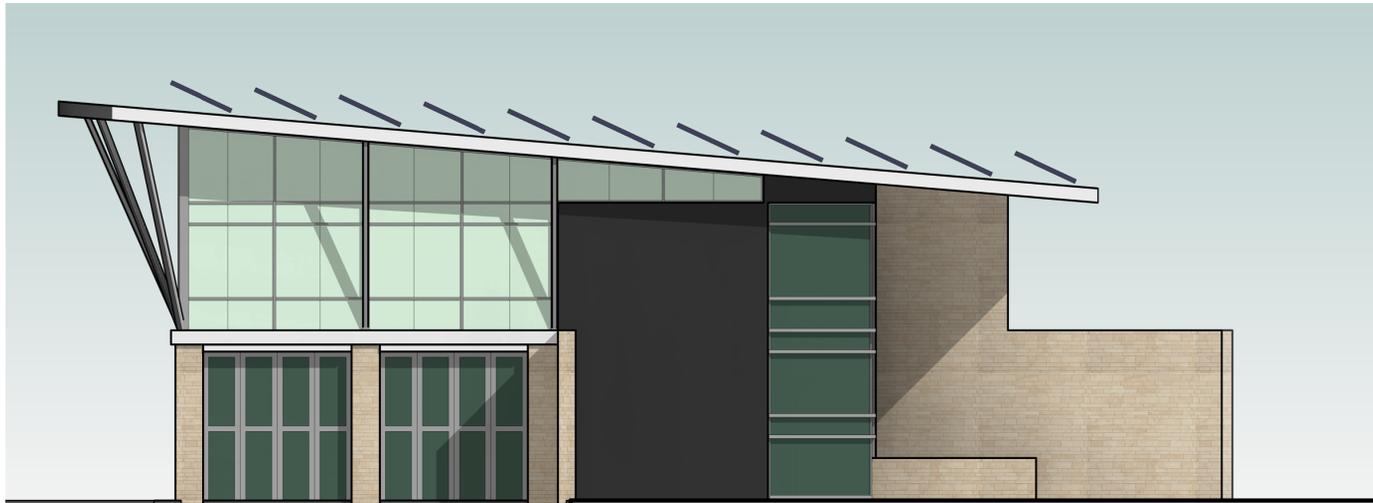
- Conceptual exterior design
- Building target space program
- Draft site layout
- Wetland delineation report



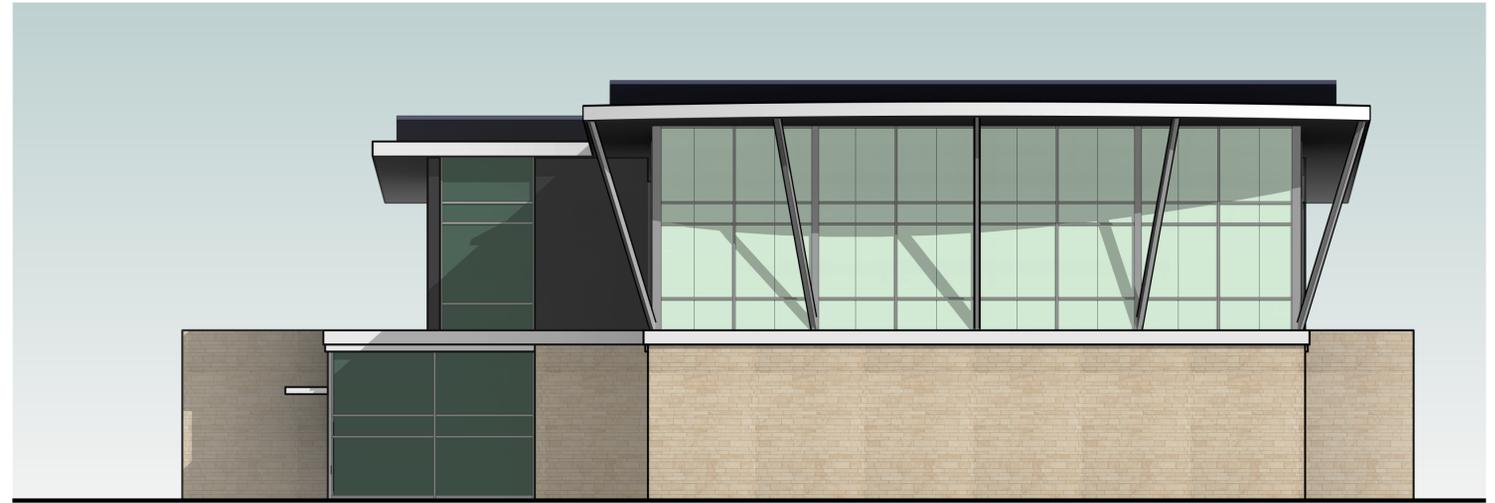
EAST ELEVATION



SOUTH ELEVATION



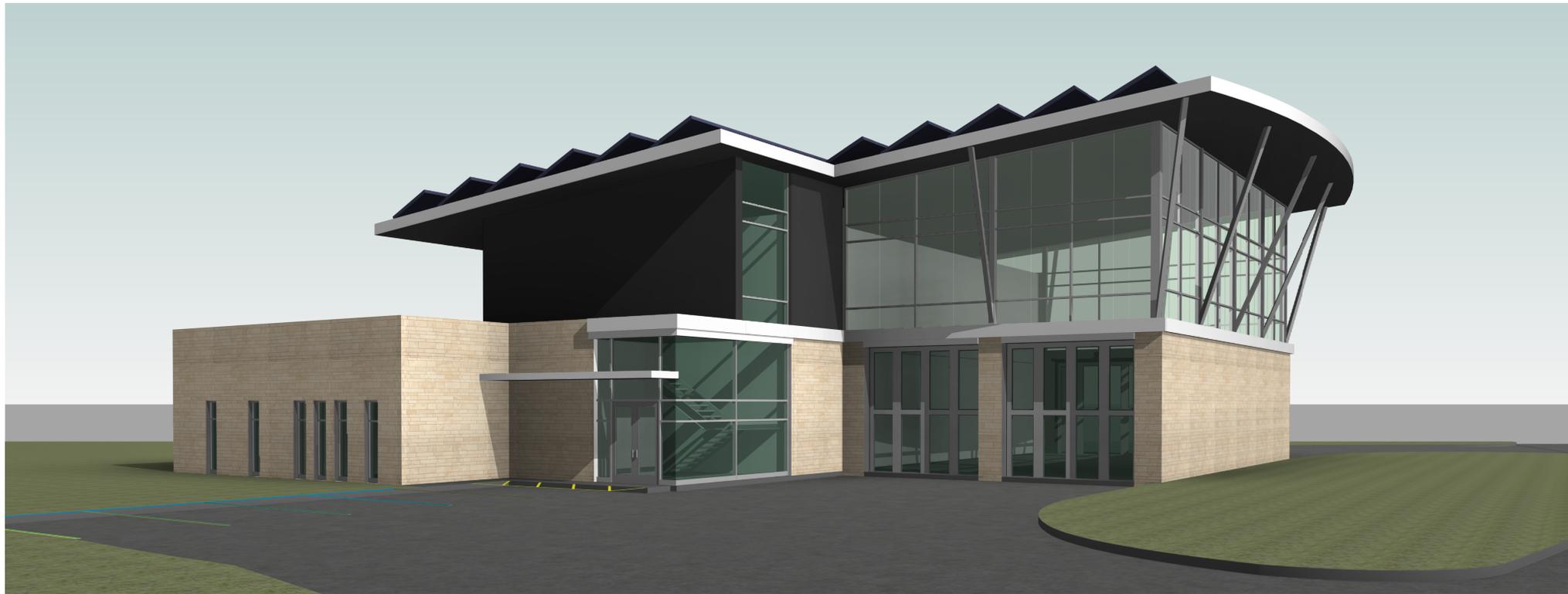
WEST ELEVATION



NORTH ELEVATION

ANN ARBOR FIRE DEPT. FIRE STATION 4

2019-003
02-07-2020



ANN ARBOR FIRE DEPT.
FIRE STATION 4

2019-003
02-07-2020

BUILDING TARGET SPACE PROGRAM

Summary

Fire Stations 3 & 4		Project #		2019-003
City of Ann Arbor, MI		Revised :		18-Oct-19
8-Oct-19				
Zone	Description	Program Range Square Feet	Target SF	Actual SF
100	Administrative	1,220 - 3,490	2,110	0
	Common Area	380 - 1,410	790	0
		1,600 - 4,900	2,900	0
200	Living Quarters	2,820 - 5,004	3,690	0
	Common Area	980 - 1,996	1,410	0
		3,800 - 7,000	5,100	0
300	Apparatus & Support	2,910 - 5,025	3,095	0
	Common Area	490 - 1,175	705	0
		3,400 - 6,200	3,800	0

Net Programmed Square Foot Area	6,950 - 13,519	8,895	0
% of Gross Area that is Common Space	21.02% - 25.31%	24.62%	
Common Area [1]	1,850 - 4,581	2,905	0
Gross Square Feet (Building only)	8,800 - 18,100	11,800	0

Ann Arbor Fire Stations 3 & 4 Target Space Program 3

BUILDING TARGET SPACE PROGRAM**Administrative****Fire Stations 3 & 4****Project #****2019-003****City of Ann Arbor, MI**

8-Oct-19

Revised :

18-Oct-19

Room	Description	Program Range Square Feet	Program Target Square Feet	Actual Square Feet
100	Entry Vestibule	40 - 80	80	
101	Lobby	100 - 300	200	
102	Public Toilets (two single fixture rooms)	110 - 120	120	
103	Conference (10-12)	0 - 240	220	
104	Training Room (20 - 40)	0 - 700	0	
105	Conference Room Storage	60 - 100	60	
106	Radio / Reports Room	120 - 160	160	
107	File Storage (files in room 106)	0 - 100	0	
108	Janitor's Closet & Supplies	0 - 50	0	
109	Outdoor Maintenance Equipment Storage	0 - 240	220	
110	Office	0 - 140	130	
111	Computer Server Room	0 - 120	0	
112	Stairs (2 levels, 2 locations)	640 - 960	760	
113	Elevator (2 levels, no machine room)	150 - 180	160	
114		-		
115		-		
116		-		
117		-		
118		-		
119		-		
120		-		
121		-		
122		-		
123		-		
124		-		
125		-		
126		-		
127		-		
128		-		
129		-		
130		-		
131		-		
132		-		
133		-		
134		-		
135		-		
136		-		
Net Programmed Square Foot Area		1,220 - 3,490	2,110	0
% of Gross Area that is Common Space		26.00% - 29.00%	28.00%	
Common Area [1]		380 - 1,410	790	0
Gross Square Feet (Building only)		1,600 - 4,900	2,900	

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Ann Arbor Fire Stations 3 & 4 Target Space Program 3

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Page 2 of 5

BUILDING TARGET SPACE PROGRAM

Living Quarters

Fire Stations 3 & 4 Project # 2019-003
 City of Ann Arbor, MI
 8-Oct-19 Revised : 18-Oct-19

Room	Description	Program Range Square Feet	Program Target Square Feet	Actual Square Feet
200	Kitchen (big enough for 2 cooks)	200 - 280	280	
201	Dining room (6 - 8)	120 - 200	175	
202	Day Room (6 big chairs)	250 - 350	260	
203	Toilet / Shower / Lavatory (2 - 3 single user)	240 - 400	340	
204	Exercise (10 - 16 machines/weights)	600 - 800	750	
205	Library / Reports	0 - 120	0	
206	Bunk Room (6 Gender Neutral / Private)	480 - 800	520	
207	Lieutenant's Bunk / toilet / Shower	0 - 180	0	
208	Janitor's Closet	30 - 50	50	
209	Supplies / Laundry	40 - 120	75	
210	Mechanical (Geothermal, Sprinkler, HWH)	200 - 600	450	
211	Electrical, Batteries, Phone & Computer	120 - 240	180	
212	Employee Entrance Vestibule	40 - 64	50	
213	Unisex Wardrobe Lockers & Bedding (20-21)	500 - 800	560	
214		-		
215		-		
216		-		
217		-		
218		-		
219		-		
220		-		
221		-		
222		-		
223		-		
224		-		
225		-		
226		-		
227		-		
228		-		
229		-		
230		-		
231		-		
232		-		
233		-		
234		-		
235		-		
236		-		
Net Programmed Square Foot Area		2,820 - 5,004	3,690	0
% of Gross Area that is Common Space		26.00% - 29.00%	28.00%	
Common Area [1]		980 - 1,996	1,410	0
Gross Square Feet (Building only)		3,800 - 7,000	5,100	

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Ann Arbor Fire Stations 3 & 4 Target Space Program 3

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Page 3 of 5

BUILDING TARGET SPACE PROGRAM**Apparatus & Support**

Fire Stations 3 & 4

Project #

2019-003

City of Ann Arbor, MI

8-Oct-19

Revised :

18-Oct-19

Room	Description	Program Range Square Feet	Program Target Square Feet	Actual Square Feet
300	Apparatus Room (2 bays - 60' deep)	2,300 - 2,600	2,300	
301	Turn-out-gear (24 sets) Plus Extra on Shelves	220 - 300	250	
302	Active Equipment Storage	80 - 120	80	
303	Breathing Air Compressor and/or O2 Tanks	0 - 160	0	
304	Hose Storage (1 rack - 8 ft long)	70 - 100	80	
305	Hose Tower	0 - 300	0	
306	Extractor, Turnout Gear Dryer, Hang-Up	60 - 140	130	
307	Blood Born Pathogens	0 - 80	0	
308	EMS Storage	20 - 80	50	
309	Decon Shower/Lav/Toilet	110 - 140	140	
310	Storage Mezzanine	0 - 600	0	
311	Janitor's Sink / Supplies / Emergency Shower	50 - 75	65	
312	Mezzanine Access Stair	0 - 90	0	
313	Generator (outside or inside)	0 - 240	0	
314		-		
315		-		
316		-		
317		-		
318		-		
319		-		
320		-		
321		-		
322		-		
323		-		
324		-		
325		-		
326		-		
327		-		
328		-		
329		-		
330		-		
331		-		
332		-		
333		-		
334		-		
335		-		
336		-		
Net Programmed Square Foot Area		2,910 - 5,025	3,095	0
% of Gross Area that is Common Space		14.00% - 19.00%	18.00%	
Common Area [1]		490 - 1,175	705	0
Gross Square Feet (Building only)		3,400 - 6,200	3,800	

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Ann Arbor Fire Stations 3 & 4 Target Space Program 3

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Page 4 of 5

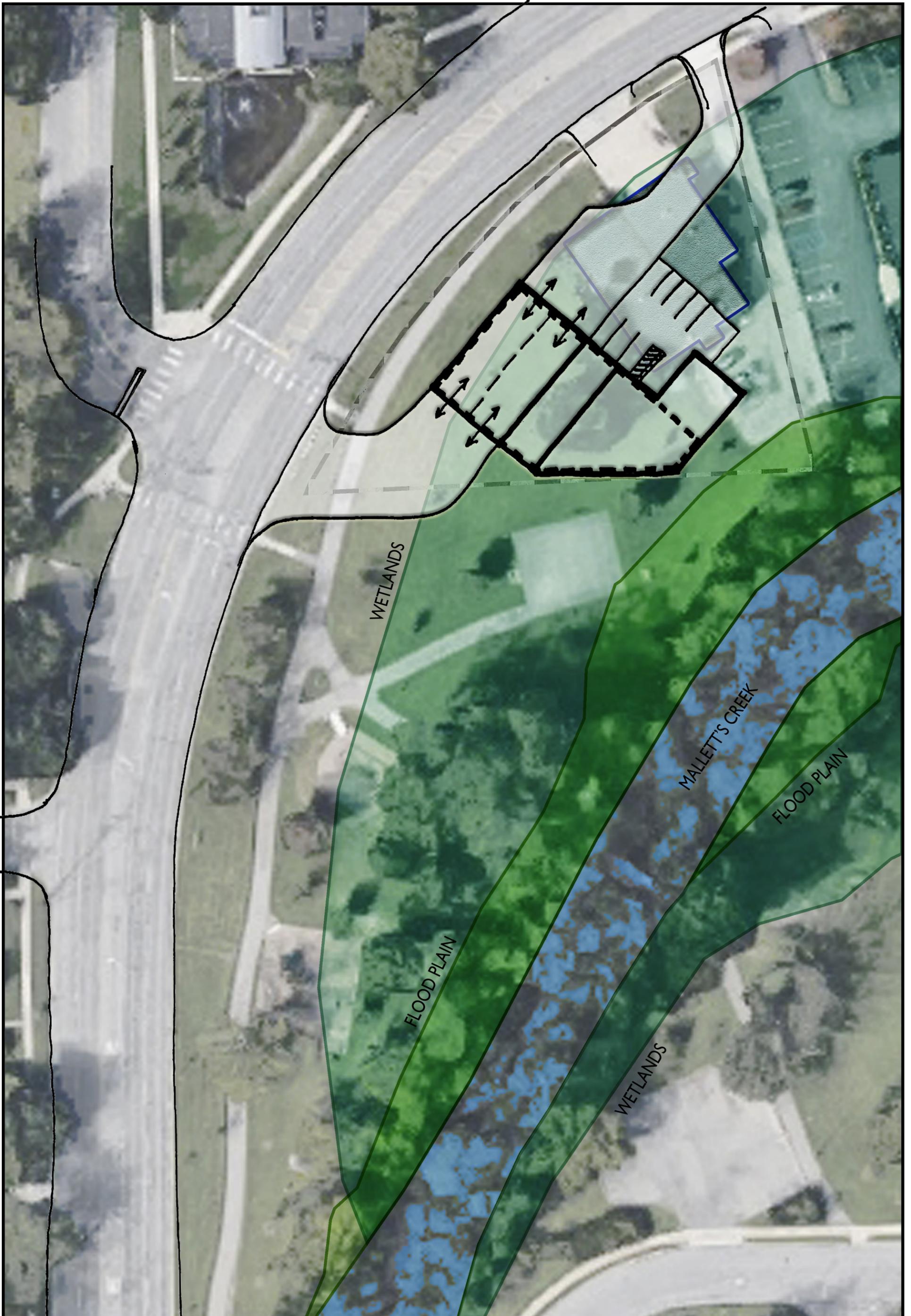
BUILDING TARGET SPACE PROGRAM

Footnotes

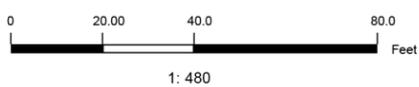
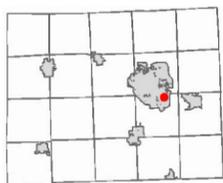
Fire Stations 3 & 4	Project #	2019-003
City of Ann Arbor, MI		
8-Oct-19	Revised :	18-Oct-19

8-Oct-19

[1] Hallways, walls, mechanical space and any non-programmed areas.



OPT 5



NOTE: Parcels may not be to scale.
 The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.



LOCATION MAP
NOT TO SCALE

EXISTING LEGEND

PRELIMINARY WETLAND LINE

NOTES

1. DRAWING BASED FROM SCALED WILLIAMS ARCHITECTS OPT 9 DRAWING DATED 10/24/2019.
2. PRELIMINARY WETLAND LINE FROM SME WETLAND DELINEATION PERFORMED NOVEMBER 9, 2019.



Orientation

Scale
GRAPHIC SCALE: 1" = 20'

Project
**ANN ARBOR FIRE STATIONS
3 AND 4**

Project Location
**SCHEFFLER PARK &
VETERANS PARK
ANN ARBOR, MI**

Sheet Name
SCHEFFLER SITE EXHIBIT

Engineer's Seal

Revisions

REV	ISSUED FOR	DATE	BY



Know what's below.
Call before you dig.
Min. Three Days prior to digging

Date
12/05/2019

SME Project No.
082911.00

Project Manager:
KMA

Designer:
SBW

CADD:
SBW

Checked By:
KMA

Sheet No.
EX - 4

DRAFT

WARNING!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.

DRAWING NOTES: SCALE DERIVED IS MEANT FOR 24" x 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE PAPER.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME
© 2019

Dec 05, 2019 - 12:48pm - sarah.wildfire LOCATION: I:\sme-inc\p\WP\082911.00\CAD\DWG\SSP\A\WP\082911.00-Scheffler and Veterans Park.dwg
 PLOT DATE:



The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

January 9, 2020

Mr. Mike Kennedy, Fire Chief
Ann Arbor Fire Department
111 North Fifth Avenue
Ann Arbor, Michigan 48104

Via E-mail: mkenedy@a2gov.org (PDF File)

Re: Wetland Delineation Report - Scheffler Park
Ann Arbor Fire Station No. 4 - Scheffler Park Wetland Services
Ann Arbor, Washtenaw County, Michigan
SME Project No. 083133.00

Dear Mr. Kennedy:

SME performed a wetland reconnaissance site visit on November 9, 2019 to collect vegetation and soil data and ascertain the hydric conditions before winter conditions set in on November 11, 2019. A final wetland site investigation was completed on December 7, 2019 by SME to delineate the preliminary wetland boundary at the Ann Arbor Fire Station No. 4 location (Site), which is approximately 0.60 acres in size and located in southeast Ann Arbor (See Figure 1 – *Site Location*). As part of this work, one riparian wetland, considered by SME to be regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) was located on the southern portion of the site. The wetland follows the riparian corridor of a regulated perennial stream, Chalmers Drain (aka Mallets Creek). The northwest side of the wetland corridor adjacent to the property was delineated for approximately 250 linear feet from the near the northeast property boundary southward extending into Scheffler Park. The delineated boundary was flagged on-site and located using a professional survey-grade Global Positioning System unit (GPS).

SUPPORTING DATA

The following data was used to support the wetland delineation and subsequent regulatory status determination:

- The United States Geological Survey (USGS) Ann Arbor East, Michigan 7.5' Quadrangle Maps
- Soil Survey of Washtenaw County
- National Wetland Inventory Map (NWI)
- EGLE Wetlands Map Viewer web site (See Figure 2 – *Wetlands Inventory Data*)
- Digital aerial photographs

The reviewed data indicated an existing riparian wetland adjacent to a perennial stream, Chalmers Drain (A.K.A Mallets Creek) on the southern portion of the property.

The United States Department of Agriculture (USDA): Soil Survey of Washtenaw County specifies the Site is encompassed by sloan silt loam (0-2 % slopes) which occurs on elongated alluvial flood plains of streams and rivers (See Figure 3 – *SSURGO Soils*). This soil is defined as having a high water table, high water capacity, moderate permeability and therefore very poorly drained with slow runoff rendering it susceptible to flooding. Sloan silt loam is registered on the list Hydric Soils of Michigan.

FINDINGS

SME investigated the property for the presence of wetlands based on MCL 324 Part 303, Wetlands Protection. The delineation protocol used by SME for this delineation is based on the US Army Corps of Engineers' Wetland Delineation Manual (1987), the Regional Supplement to the Corps of Engineer Wetland Delineation Manual: Midwest Region, and the United States Department of Agriculture's Field Indicators of Hydric Soils in the United States. Wetland boundaries were determined using vegetation, soils, and hydrologic indicators. One wetland with an associated perennial stream was located on the Site (See Figure 4 – *Delineated Wetland*).

Please note the National Wetlands Inventory is an approximate location of the wetland boundaries in order to give an idea of where wetlands may be located. The maps are typically created from coarse elevation data from older USGS quad maps coupled with the 1950s-70s soil survey data. Based on this older data, the maps provide a starting point for wetland delineation. It is worth noting that EGLE was aware that many wetlands are missed and wanted to increase the awareness of where wetlands could be located so the soil data with soil series groups that were classified as hydric soils were added to the US Fish and Wildlife Service (USFWS) National wetlands inventory maps. This created the EGLE's Michigan Final Wetlands Inventory (FWI), which can be found in Figure 2. Consequently, EGLE wetland extent is only this large because of the soil type tending to be hydric. Hydric soils do not define a wetland, hydrology and vegetation and enough percentage of hydric indicators constitute a wetland by US Army Corps of Engineer definition.

WETLAND

The existing wetland is a riparian forested and scrub-shrub wetland heavily influenced by the flow regime of Chalmers Drain, and by the poorly drained hydric soil complex that encompasses the Site.

Dominant vegetation found within the wetland include creeping bentgrass (*agrostis stolonifera*), glossy buckthorn (*frangula alnus*), green ash (*fraxinus pennsylvanica*), and eastern cottonwood (*populus deltoides*). Soils within the wetland were comprised of clayey silt loams considered hydric due to the presence of the hydric soil criteria of a sandy redox, and depleted matrix. Indicators of wetland hydrology observed within the wetland included water-stained leaves, oxidized rhizospheres in living roots, geomorphic position, the FAC-neutral test, and potential evidence of spring saturation from aerial imagery.

Dominant vegetation observed within the upland adjacent to the wetland include creeping bentgrass (*agrostis stolonifera*), common blackberry (*rubus allegheniensis*), white oak (*quercus alba*), chinkapin oak (*quercus muehlenbergii*), red pine (*pinus resinosa*), and Japanese honeysuckle (*lonicera japonica*). Soils in the upland adjacent to the wetland were also comprised of clayey silt loams, but did not exhibit indicators of hydric soils. At the time of the visits, no indicators of wetland hydrology were observed.

It is SME's opinion that this wetland is regulated by EGLE under Part 303 because it is greater than five (5) acres in size and is directly connected to a regulated perennial stream.

WETLAND MARKING

Wetland boundaries were marked in the field with pink flagging attached to white pin flags. The flagging was stamped "WETLAND BOUNDARY" and numbered A1-A24. All flags and sampling points were located with a professional survey-grade GPS.

SUMMARY

Based upon the data, criteria, and evidence noted above, it is SME's professional opinion that the Site includes a wetland connected to a perennial stream, both regulated by EGLE. However, EGLE has the final authority on the extent of regulated wetlands, lakes, and streams in the State of Michigan.

It should be noted that the City of Ann Arbor also enforces a Wetland, Tree and Woodland Preservation ordinance, which may be applicable to future development on the property. A 25 foot wetland buffer is required per the City and should be considered by the professionals planning any improvements adjacent to this wetland.

Attached is Figure 4, showing the delineated wetland boundary, wetland flag locations, and soil sampling locations. Also attached are a photo log with representative photographs of the Site and soil profiles, and the US Army Corps of Engineers (USACE) Midwest Region Wetland Data Forms.

Thank you for the opportunity to assist you with this project. Please let us know if we can be of any further assistance in moving your project forward.

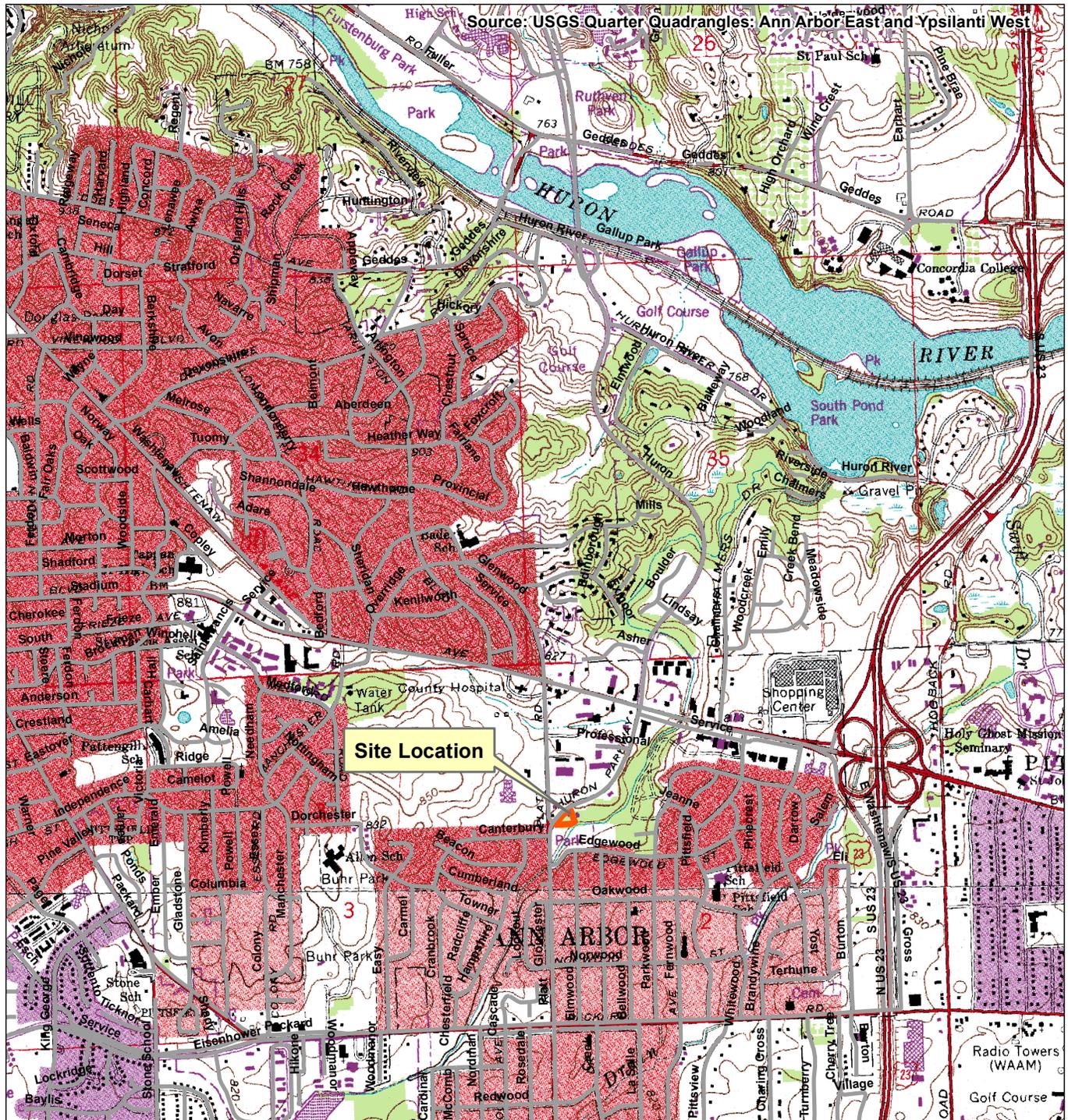
Sincerely,

SME

Fredd R. Ziobron, PS
Project Consultant

Matthew T. Gates
Senior Staff Specialist

Attachments: Figure 1: Site Location
Figure 2: Wetlands Inventory Data
Figure 3: SSURGO Soils
Figure 4: Delineated Wetland
Figure 5: Parcel Map
Attachment 1: Photo Log
Attachment 2: Wetland Data Forms



 Approximate Project Location

No.	Revision	Date	12/10/19
	Drawn By		MTG
	Designed by		
	Scale		1" = 400'
	Project No.		083313.00

SITE LOCATION

Ann Arbor Fire Station 4
2415 S Huron Pkwy.
Ann Arbor, MI 48104

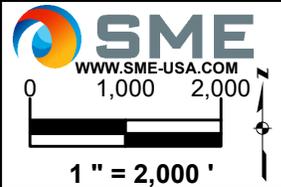
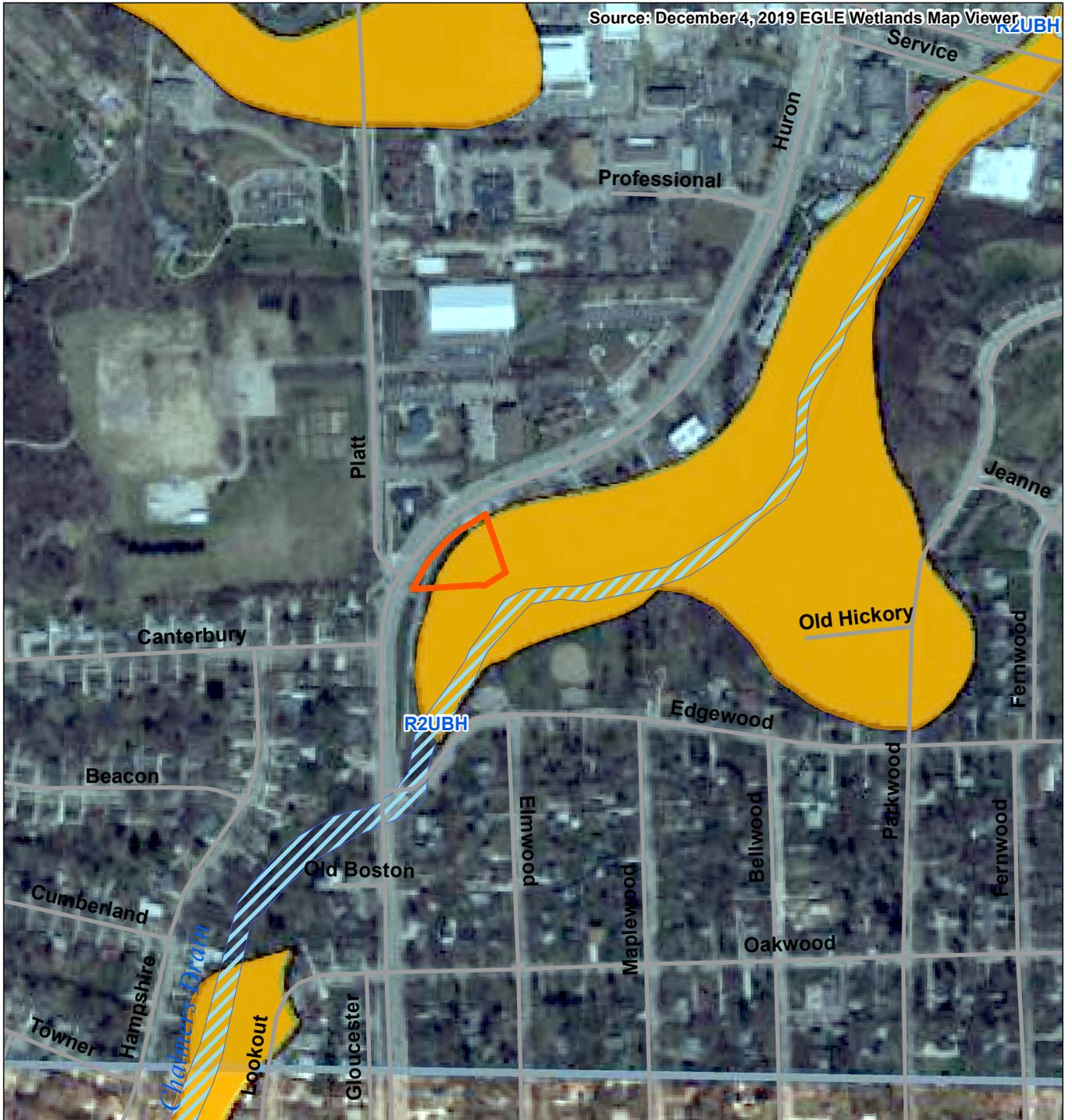


Figure No. 1



- Approximate Project Location
- USFWS National Wetlands Inventory
- R2UBH - Riverine Lower Perennial Unconsolidated Bottom, Permanently Flooded
- EGLE Part 303 Final Wetlands Inventory
- Soil areas which include wetland soils.

No.	Revision Date	Date	12/10/19
		Drawn By	MTG
		Designed by	
		Scale	1" = 400'
		Project No.	083313.00

WETLANDS INVENTORY DATA

Ann Arbor Fire Station 4
2415 S Huron Pkwy.
Ann Arbor, MI 48104

SME
WWW.SME-USA.COM

1" = 400'

Figure No. 2

Source: 2018 National Agriculture Imagery Program



Approximate Project Location

SSURGO Soils

BnB 1 Boyer loamy sand, 1 - 6 % slopes

BnC - Boyer loamy sand, 6 - 12 % slopes

MdA - Matherton sandy loam, 0 - 4 % slopes

MoC - Morley loam, 6 - 12% slopes

Pe - Pewamo clay loam, 0-2% slopes

So - Sloan silt loam, 0-1 % slopes

StB - St. Clair clay loam, 2-6% slopes

StC - St. Clair clay loam, 6-12% slopes

No.	Revision	Date	12/10/19
	Drawn By	MTG	
	Designed by		
	Scale	1" = 200'	
	Project No.	083313.00	

SSURGO SOILS

**Ann Arbor Fire Station 4
2415 S Huron Pkwy.
Ann Arbor, MI 48104**

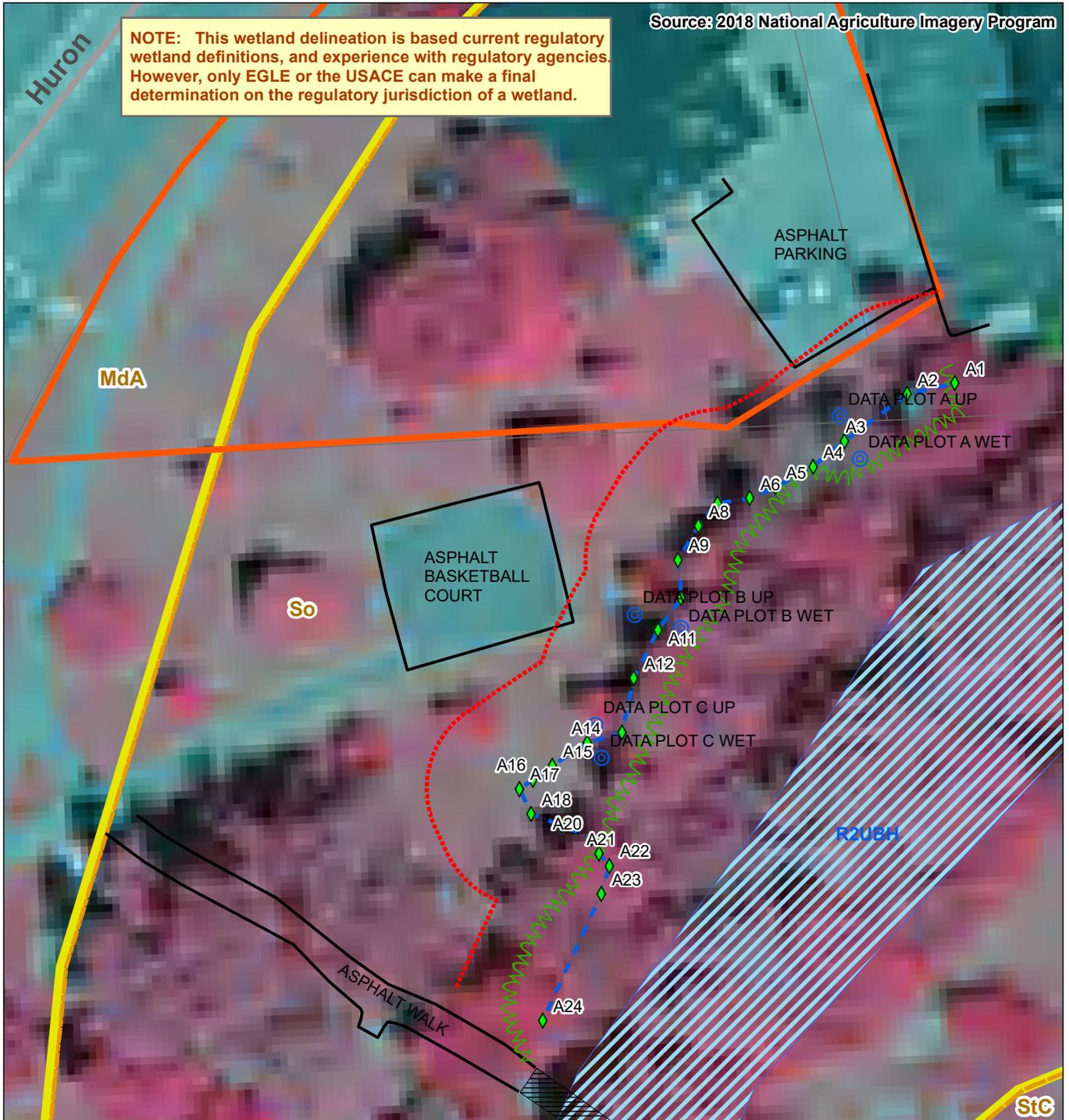


1" = 200'

Figure No. 3

Source: 2018 National Agriculture Imagery Program

NOTE: This wetland delineation is based current regulatory wetland definitions, and experience with regulatory agencies. However, only EGLE or the USACE can make a final determination on the regulatory jurisdiction of a wetland.



Legend

- ◆ Wetland Delineation Flags
- ⊙ Sampling Locations
- Delineated Wetland Boundary
- 25-Foot Wetland Buffer
- Tree line
- Edge of Asphalt
- EGLE Final Wetlands Inventory
- SSURGO Soil Survey
- Approximate Project Location
- National Wetlands Inventory

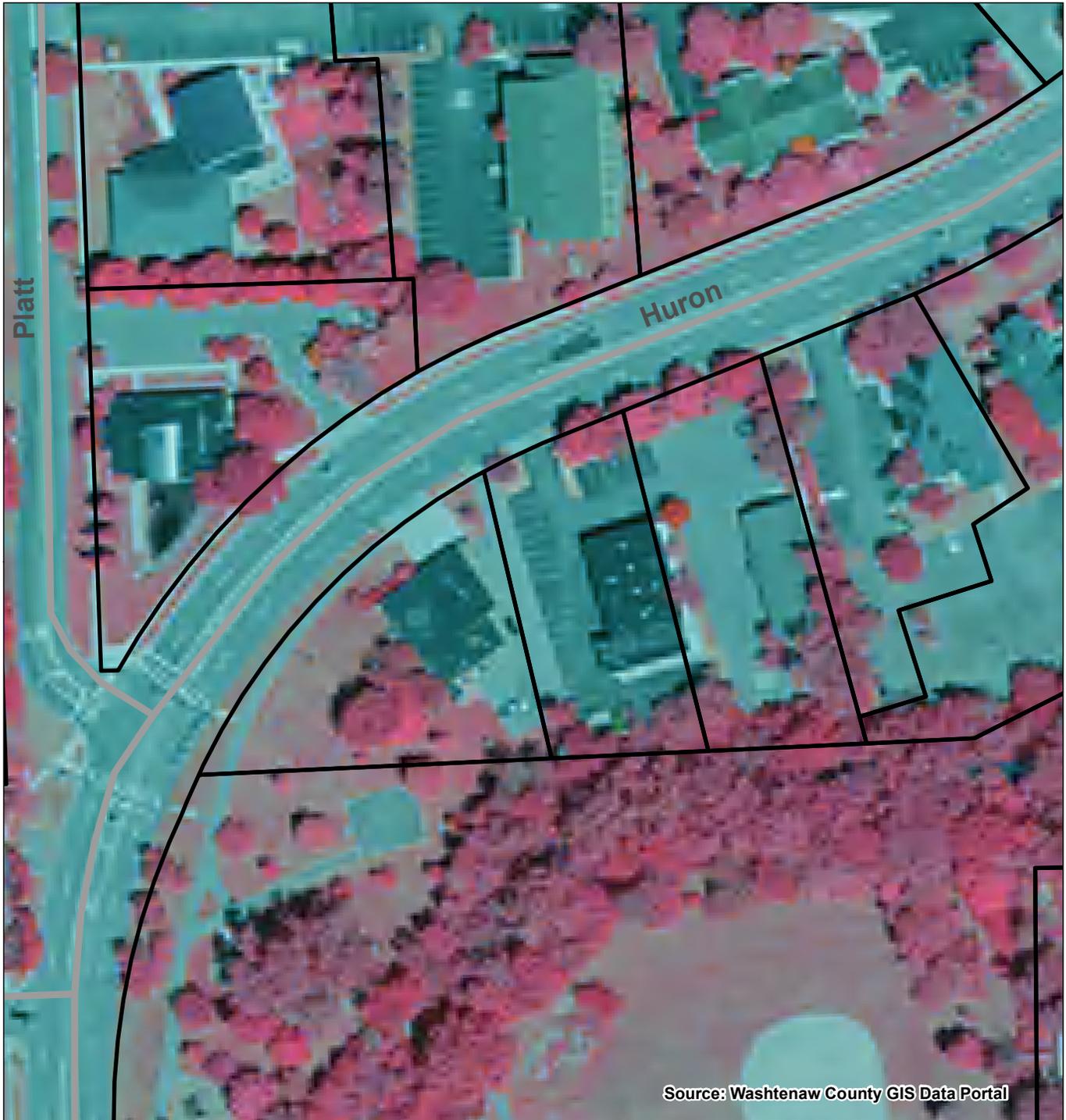
No.	Revision	Date	Date
			12/10/19
		Drawn By	MTG
		Designed by	
		Scale	1" = 40'
		Project No.	083313.00

DELINEATED WETLAND

**Ann Arbor Fire Station 4
2415 S Huron Pkwy.
Ann Arbor, MI 48104**

1" = 40'

Figure No. 4



Legend

 Washtenaw County Tax Parcels

No.	Revision Date	Date	1/7/2020
		Drawn By	MTG
		Designed by	
		Scale	1" = 40'
		Project No.	083313.00

Tax Parcel Map

**Ann Arbor Fire Station 4
2415 S Huron Pkwy.
Ann Arbor, MI 48104**

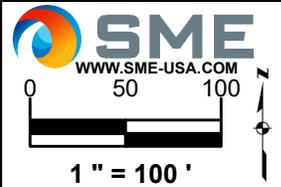


Figure No. 5



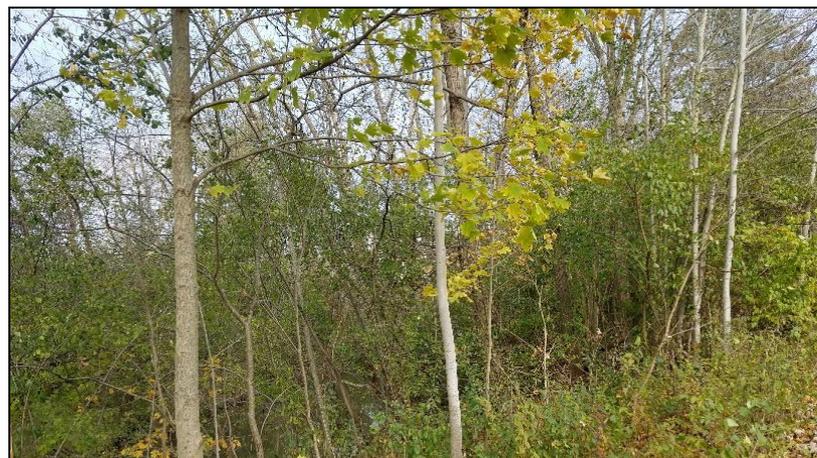
Riparian Wetland/Upland Transition Area –Facing N-NE



Riparian Wetland/Upland Transition Area –Facing N-NE



Riparian Wetland Transition Area –Facing S-SW



Riparian Wetland Interior–Facing NW



Prepared by:

Prepared For:

City of Ann Arbor Fire Station 4

2415 S Huron Pkwy.
Ann Arbor, MI 48104

Wetland Delineation Site
Photographs

November-December, 2019



Plot A1-Wetland



Plot B1-Wetland



Plot C1-Wetland



Plot A2_Upland



Plot B2_Upland



Plot C2_Upland



Prepared by:

Prepared For
City of Ann Arbor Fire Station 4

2415 S Huron Pkwy.
Ann Arbor, MI 48104

Wetland Delineation
Soil Sampling Profile Photographs
November-December, 2019

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Ann Arbor Fire Station 4 at Scheffer Park City/County: Ann Arbor/Washtenaw Sampling Date: Nov 9th, 2019
 Applicant/Owner: City of Ann Arbor Fire Department State: MI Sampling Point: A1-Wetland
 Investigator(s): Matt Gates Section, Township, Range: T3S; R6E, Section 2
 Landform (hillside, terrace, etc.): Riverine Terrace and streambank Local relief (concave, convex, none): concave
 Slope (%): 5 to 18 Lat: 42° 15' 8.696" N Long: 83° 41' 56.726" W Datum: WGS 84
 Soil Map Unit Name: LRR-M, MLRA 111B Midwest NWI classification: NWI-R2UBH, MI FWI - Hydric Soil

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation X, Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>x</u> No <u> </u> Hydric Soil Present? Yes <u>x</u> No <u> </u> Wetland Hydrology Present? Yes <u>x</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
---	--

Remarks:
 The NW delineated edge of this riparian wetland exists on low gradient terrace approximately 8 feet above the normal high water mark of the adjacent stream before dropping at 18% slope to the stream. The terrace is un-natural mowed and maintained lawn grass

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30X30 FT</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u><i>Pinus resinosa</i></u>	15	Yes	FACU	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>7</u> (A) Total Number of Dominant Species Across All Strata: <u>9</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>77.8%</u> (A/B)
2. <u><i>Fraxinus pennsylvanica</i></u>	15	Yes	FACW	
3. <u><i>Quercus bicolor</i></u>	8	No	FACW	
4. <u><i>Prunus serotina</i></u>	10	No	FACU	
5. <u><i>Acer rubrum</i></u>	5	No	FAC	
53 =Total Cover				
Sapling/Shrub Stratum (Plot size: <u>5X18 FT</u>)				
1. <u><i>Lonicera japonica</i></u>	15	Yes	FACU	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
2. <u><i>Rhamnus cathartica</i></u>	15	Yes	FAC	
3. <u><i>Fraxinus pennsylvanica</i></u>	12	Yes	FACW	
4. <u><i>Frangula alnus</i></u>	12	Yes	FACW	
5. <u><i>Ulmus americana</i></u>	8	No	FACW	
62 =Total Cover				
Herb Stratum (Plot size: <u>5X18 FT</u>)				
1. <u><i>Agrostis stolonifera</i></u>	40	Yes	FACW	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2. <u><i>Carex intumescens</i></u>	8	No	FACW	
3. <u><i>Mitella nuda</i></u>	10	No	FACW	
4. <u><i>Cinna latifolia</i></u>	8	No	FACW	
5. <u><i>Frangula alnus</i></u>	15	Yes	FACW	
6. <u><i>Agrimonia parviflora</i></u>	5	No	FACW	
7. <u><i>Rubus allegheniensis</i></u>	10	No	FACU	
8. _____				
9. _____				
10. _____				
96 =Total Cover				
Woody Vine Stratum (Plot size: <u>30X30 FT</u>)				
1. <u><i>Toxicodendron radicans</i></u>	5	Yes	FAC	Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>
2. _____				
5 =Total Cover				

Remarks: (Include photo numbers here or on a separate sheet.)
 Due to the upland/wetland transition occurring over mowed and maintained park lawn, the herbaceous and shrub vegetation plots were 5x18 ft rectangular and placed perpendicular from the stream heading downslope from the terrace into the riparian woodland.

SOIL

Sampling Point: A1-Wetland

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-5	10YR 3/4	100						
5-11	10YR 4/2	90	7.5YR 6/8	10	C	PL		Prominent redox concentrations
11-18	10YR 5/1	75	7.5YR 6/8	25	C	M		Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:			Indicators for Problematic Hydric Soils³:		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)			
<input type="checkbox"/> Histic Epipedon (A2)	<input checked="" type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Dark Surface (S7)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)				
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input checked="" type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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Remarks:
This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:		
<u>Primary Indicators (minimum of one is required; check all that apply)</u>		<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input checked="" type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input checked="" type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	
Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	
Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	
(includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
A slight change in color from light (wetland) to dark (upland) is evident from the the April 23rd, 2019 Google Earth Aerial that roughly follows the the delineated upland/wetland boundary. This may indicate saturation near the surface for a significant portion of the growing season, although the NW side of the wetland lies on a terrace approx. 8 feet above the ordinary high water mark of the adjacent stream.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Ann Arbor Fire Station 4 at Scheffer Park City/County: Ann Arbor/Washtenaw Sampling Date: Nov 9th, 2019
 Applicant/Owner: City of Ann Arbor Fire Department State: MI Sampling Point: A2-UPLAND
 Investigator(s): Matt Gates Section, Township, Range: T3S; R6E, Section 2
 Landform (hillside, terrace, etc.): Riverine Terrace and streambank Local relief (concave, convex, none): concave
 Slope (%): 5 to 18 Lat: 42° 15' 8.696" N Long: 83° 41' 56.726" W Datum: WGS 84
 Soil Map Unit Name: LRR-M, MLRA 111B Midwest NWI classification: NWI-R2UBH, MI FWI - Hydric Soil

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation X, Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
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Remarks:
 The NW delineated edge of this riparian wetland exists on low gradient terrace approximately 8 feet above the normal high water mark of the adjacent stream before dropping at 18% slope to the stream. The terrace is un-natural mowed and maintained lawn grass

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30X30 FT</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.	<u><i>Pinus resinosa</i></u>	<u>8</u>	Yes	FACU	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>8</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>25.0%</u> (A/B)
2.	<u><i>Liriodendron tulipifera</i></u>	<u>5</u>	Yes	FACU	
3.	<u> </u>				
4.	<u> </u>				
5.	<u> </u>				
		<u>13</u>	=Total Cover		
Sapling/Shrub Stratum	(Plot size: <u>5X18 FT</u>)				
1.	<u><i>Lonicera japonica</i></u>	<u>5</u>	Yes	FACU	Prevalence Index worksheet: Total % Cover of: <u> </u> Multiply by: <u> </u> OBL species <u> </u> x 1 = <u> </u> FACW species <u> </u> x 2 = <u> </u> FAC species <u> </u> x 3 = <u> </u> FACU species <u> </u> x 4 = <u> </u> UPL species <u> </u> x 5 = <u> </u> Column Totals: <u> </u> (A) <u> </u> (B) Prevalence Index = B/A = <u> </u>
2.	<u><i>Juniperus virginiana</i></u>	<u>5</u>	Yes	FACU	
3.	<u><i>Fraxinus pennsylvanica</i></u>	<u>3</u>	No	FACW	
4.	<u><i>Rhamnus cathartica</i></u>	<u>5</u>	Yes	FAC	
5.	<u> </u>	<u>8</u>	Yes		
		<u>26</u>	=Total Cover		
Herb Stratum	(Plot size: <u>5X18 FT</u>)				
1.	<u><i>Agrostis stolonifera</i></u>	<u>65</u>	Yes	FACW	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2.	<u><i>Elymus virginicus</i></u>	<u>10</u>	No	FACW	
3.	<u><i>Mitella nuda</i></u>	<u>5</u>	No	FACW	
4.	<u> </u>				
5.	<u> </u>				
6.	<u> </u>				
7.	<u> </u>				
8.	<u> </u>				
9.	<u> </u>				
10.	<u> </u>				
		<u>80</u>	=Total Cover		
Woody Vine Stratum	(Plot size: <u>30X30 FT</u>)				
1.	<u> </u>	<u>5</u>	Yes		Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>
2.	<u> </u>				
		<u>5</u>	=Total Cover		

Remarks: (Include photo numbers here or on a separate sheet.)
 Due to the upland/wetland transition occurring over mowed and maintained park lawn, the herbaceous and shrub vegetation plots were 5x18 ft rectangular and placed perpendicular from the stream heading downslope from the terrace into the riparian woodland.

SOIL

Sampling Point: A2-UPLAND

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 4/4	100						
4-12	10YR 3/4	100						
12-16	10YR 4/2	95	10YR 6/3	5	C	M		Faint redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Red Parent Material (F21)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Very Shallow Dark Surface (F22)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
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Remarks:
 This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:	Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
 A slight change in color from light (wetland) to dark (upland) is evident from the the April 23rd, 2019 Google Earth Aerial that roughly follows the the delineated upland/wetland boundary. This may indicate saturation near the surface for a significant portion of the growing season, although the NW side of the wetland lies on a terrace approx. 8 feet above the ordinary high water mark of the adjacent stream.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Ann Arbor Fire Station 4 at Scheffer Park City/County: Ann Arbor/Washtenaw Sampling Date: Nov 9th, 2019
 Applicant/Owner: City of Ann Arbor Fire Department State: MI Sampling Point: B1-Wetland
 Investigator(s): Matt Gates Section, Township, Range: T3S; R6E, Section 2
 Landform (hillside, terrace, etc.): Riverine Terrace and Bank Local relief (concave, convex, none): concave
 Slope (%): 1 to 18 Lat: 42° 15' 8.252" N Long: 83° 41' 57.371" W Datum: WGS 84
 Soil Map Unit Name: LRR-M, MLRA 111B NWI classification: NWI-R2UBH, MI FWI - Hydric Soil

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation X, Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>x</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
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Remarks:

The NW delineated edge of this riparian wetland exists on low gradient terrace approximately 8 feet above the normal high water mark of the adjacent stream before dropping at 18% slope to the stream. The terrace is un-natural mowed and maintained lawn grass.

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30X30 FT</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>6</u> (A) Total Number of Dominant Species Across All Strata: <u>7</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>85.7%</u> (A/B)
1. <u>Quercus bicolor</u>		15	Yes	FACW	
2. <u>Quercus alba</u>		8	No	FACU	
3. <u>Acer rubrum</u>		10	No	FAC	
4. <u>Fraxinus pennsylvanica</u>		15	Yes	FACW	
5. <u>Populus deltoides</u>		10	No	FAC	
		58	=Total Cover		
Sapling/Shrub Stratum	(Plot size: <u>5X18 FT</u>)				Prevalence Index worksheet: Total % Cover of: <u> </u> Multiply by: <u> </u> OBL species <u> </u> x 1 = <u> </u> FACW species <u> </u> x 2 = <u> </u> FAC species <u> </u> x 3 = <u> </u> FACU species <u> </u> x 4 = <u> </u> UPL species <u> </u> x 5 = <u> </u> Column Totals: <u> </u> (A) <u> </u> (B) Prevalence Index = B/A = <u> </u>
1. <u>Frangula alnus</u>		20	Yes	FACW	
2. <u>Rhamnus cathartica</u>		15	Yes	FAC	
3. <u>Salix nigra</u>		10	No	OBL	
4. <u>Acer rubrum</u>		15	Yes	FAC	
5. <u> </u>					
		60	=Total Cover		
Herb Stratum	(Plot size: <u>5X18 FT</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>Agrostis stolonifera</u>		50	Yes	FACW	
2. <u>Rubus allegheniensis</u>		20	Yes	FACU	
3. <u>Elymus virginicus</u>		10	No	FACW	
4. <u>Agrimonia parviflora</u>		5	No	FACW	
5. <u>Aster Sp.</u>		5	No		
6. <u> </u>					
7. <u> </u>					
8. <u> </u>					
9. <u> </u>					
10. <u> </u>					
		90	=Total Cover		
Woody Vine Stratum	(Plot size: <u>30X30 FT</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>
1. <u>Vitis riparia</u>		4	No	FACW	
2. <u> </u>					
		4	=Total Cover		

Remarks: (Include photo numbers here or on a separate sheet.)

Due to the upland/wetland transition occurring over mowed and maintained park lawn, the herbaceous and shrub vegetation plots were 5x18 ft rectangular and placed perpendicular from the stream heading downslope from the terrace into the riparian woodland.

SOIL

Sampling Point: B1-Wetland

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR 3/4	100					Loamy/Clayey	
3-7	10YR 5/3	90	N 5/	10	C	PL	Loamy/Clayey	Prominent redox concentrations
7-10	10YR 4/2	85	N 5/	10	D	M	Loamy/Clayey	Depletions
10-12	10YR 4/2	80	7.5YR 6/8	20	C	PL/M	Loamy/Clayey	Prominent redox concentrations
12-18	10YR 5/2	70	7.5YR 6/6	30	C	PL/M	Loamy/Clayey	Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

- ? Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes No Depth (inches): _____
 Water Table Present? Yes No Depth (inches): _____
 Saturation Present? Yes No Depth (inches): _____
 (includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

A slight change in color from light (wetland) to dark (upland) is evident from the the April 23rd, 2019 Google Earth Aerial that roughly follows the the delineated upland/wetland boundary. This may indicate saturation near the surface for a significant portion of the growing season, although the NW side of the wetland lies on a terrace approx. 8 feet above the ordinary high water mark of the adjacent stream.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Ann Arbor Fire Station 4 at Scheffer Park City/County: Ann Arbor/Washtenaw Sampling Date: Nov 9th, 2019
 Applicant/Owner: City of Ann Arbor Fire Department State: MI Sampling Point: B2-UPLAND
 Investigator(s): Matt Gates Section, Township, Range: T3S; R6E, Section 2
 Landform (hillside, terrace, etc.): Riverine Terrace and Bank Local relief (concave, convex, none): concave
 Slope (%): 1 to 18 Lat: 42° 15' 8.252" N Long: 83° 41' 57.371" W Datum: WGS 84
 Soil Map Unit Name: LRR-M, MLRA 111B NWI classification: NWI-R2UBH, MI FWI - Hydric Soil

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation X, Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
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Remarks:
 The NW delineated edge of this riparian wetland exists on low gradient terrace approximately 8 feet above the normal high water mark of the adjacent stream before dropping at 18% slope to the stream. The terrace is un-natural mowed and maintained lawn grass.

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30X30 FT</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u><i>Pinus resinosa</i></u>		5	Yes	FACU	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>40.0%</u> (A/B)
2. <u><i>Quercus alba</i></u>		5	Yes	FACU	
3. <u> </u>					
4. <u> </u>					
5. <u> </u>					
		10	=Total Cover		
Sapling/Shrub Stratum	(Plot size: <u>5X18 FT</u>)				
1. <u><i>Acer rubrum</i></u>		5	Yes	FAC	Prevalence Index worksheet: Total % Cover of: <u> </u> Multiply by: <u> </u> OBL species <u> </u> x 1 = <u> </u> FACW species <u> </u> x 2 = <u> </u> FAC species <u> </u> x 3 = <u> </u> FACU species <u> </u> x 4 = <u> </u> UPL species <u> </u> x 5 = <u> </u> Column Totals: <u> </u> (A) <u> </u> (B) Prevalence Index = B/A = <u> </u>
2. <u> </u>					
3. <u> </u>					
4. <u> </u>					
5. <u> </u>					
		5	=Total Cover		
Herb Stratum	(Plot size: <u>5X18 FT</u>)				
1. <u><i>Agrostis stolonifera</i></u>		70	Yes	FACW	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2. <u><i>Rubus allegheniensis</i></u>		20	Yes	FACU	
3. <u><i>Poa pratensis</i></u>		10	No	FAC	
4. <u> </u>					
5. <u> </u>					
6. <u> </u>					
7. <u> </u>					
8. <u> </u>					
9. <u> </u>					
10. <u> </u>					
		100	=Total Cover		
Woody Vine Stratum	(Plot size: <u>30X30 FT</u>)				
1. <u> </u>					Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>
2. <u> </u>					
			=Total Cover		

Remarks: (Include photo numbers here or on a separate sheet.)
 Due to the upland/wetland transition occurring over mowed and maintained park lawn, the herbaceous and shrub vegetation plots were 5x18 ft rectangular and placed perpendicular from the stream heading downslope from the terrace into the riparian woodland.

SOIL

Sampling Point: B2-UPLAND

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-10	10YR 3/4	100					Loamy/Clayey	
10-16	10YR 4/3	97	10YR 6/2	3	D	M	Loamy/Clayey	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:			Indicators for Problematic Hydric Soils³:		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Dark Surface (S7)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)				
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
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Remarks:
This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:		
<u>Primary Indicators (minimum of one is required; check all that apply)</u>		<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	
Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <u>X</u>
Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____	
Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____	
(includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
A slight change in color from light (wetland) to dark (upland) is evident from the the April 23rd, 2019 Google Earth Aerial that roughly follows the the delineated upland/wetland boundary. This may indicate saturation near the surface for a significant portion of the growing season, although the NW side of the wetland lies on a terrace approx. 8 feet above the ordinary high water mark of the adjacent stream.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Ann Arbor Fire Station 4 at Scheffer Park City/County: Ann Arbor/Washtenaw Sampling Date: Nov 9th, 2019
 Applicant/Owner: City of Ann Arbor Fire Department State: MI Sampling Point: C1-Wetland
 Investigator(s): Matt Gates Section, Township, Range: T3S; R6E, Section 2
 Landform (hillside, terrace, etc.): Riverine Terrace and Bank Local relief (concave, convex, none): concave
 Slope (%): 1 to 18 Lat: 42° 15' 7.909" N Long: 83° 41' 57.656" W Datum: WGS 84
 Soil Map Unit Name: LRR-M, MLRA 111B NWI classification: NWI-R2UBH, MI FWI - Hydric Soil

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation X, Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>x</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
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Remarks:
 The NW delineated edge of this riparian wetland exists on low gradient terrace approximately 8 feet above the normal high water mark of the adjacent stream before dropping at 18% slope to the stream. The terrace is un-natural mowed and maintained lawn grass.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30X30 FT</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Populus deltoides</u>	10	Yes	FAC	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>8</u> (A) Total Number of Dominant Species Across All Strata: <u>10</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>80.0%</u> (A/B)
2. <u>Ulmus americana</u>	8	No	FACW	
3. <u>Fraxinus pennsylvanica</u>	10	Yes	FACW	
4. <u>Acer rubrum</u>	15	Yes	FAC	
5. <u> </u>	43	=Total Cover		
Sapling/Shrub Stratum (Plot size: <u>5X18 FT</u>)				
1. <u>Frangula alnus</u>	15	Yes	FACW	Prevalence Index worksheet: Total % Cover of: <u> </u> Multiply by: <u> </u> OBL species <u> </u> x 1 = <u> </u> FACW species <u> </u> x 2 = <u> </u> FAC species <u> </u> x 3 = <u> </u> FACU species <u> </u> x 4 = <u> </u> UPL species <u> </u> x 5 = <u> </u> Column Totals: <u> </u> (A) <u> </u> (B) Prevalence Index = B/A = <u> </u>
2. <u>Lonicera japonica</u>	10	Yes	FACU	
3. <u>Acer saccharum</u>	10	Yes	FACU	
4. <u>Populus deltoides</u>	8	No	FAC	
5. <u>Fraxinus pennsylvanica</u>	5	No	FACW	
Herb Stratum (Plot size: <u>5X18 FT</u>)				
1. <u>Agrostis stolonifera</u>	35	Yes	FACW	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u>X</u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2. <u>Fraxinus pennsylvanica</u>	15	Yes	FACW	
3. <u>Acer saccharum</u>	10	No	FACU	
4. <u>Cinna latifolia</u>	5	No	FACW	
5. <u>Agrimonia parviflora</u>	10	No	FACW	
6. <u>Mitella nuda</u>	7	No	FACW	
7. <u> </u>				
8. <u> </u>				
9. <u> </u>				
10. <u> </u>	82	=Total Cover		
Woody Vine Stratum (Plot size: <u>30X30 FT</u>)				
1. <u>Vitis riparia</u>	4	Yes	FACW	Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>
2. <u>Toxicodendron radicans</u>	2	Yes	FAC	
6 =Total Cover				

Remarks: (Include photo numbers here or on a separate sheet.)
 Due to the upland/wetland transition occurring over mowed and maintained park lawn, the herbaceous and shrub vegetation plots were 5x18 ft rectangular and placed perpendicular from the stream heading downslope from the terrace into the riparian woodland.

SOIL

Sampling Point: C1-Wetland

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 3/4	100					Loamy/Clayey	
6-10	10YR 4/3	100					Loamy/Clayey	
10-16	10YR 4/2	85	10YR 5/8	15	C	PL/M	Loamy/Clayey	Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes No Depth (inches): _____
 Water Table Present? Yes No Depth (inches): _____
 Saturation Present? Yes No Depth (inches): _____
 (includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

A slight change in color from light (wetland) to dark (upland) is evident from the the April 23rd, 2019 Google Earth Aerial that roughly follows the the delineated upland/wetland boundary. This may indicate saturation near the surface for a significant portion of the growing season, although the NW side of the wetland lies on a terrace approx. 8 feet above the ordinary high water mark of the adjacent stream.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Ann Arbor Fire Station 44 at Scheffer Park City/County: Ann Arbor/Washtenaw Sampling Date: Nov 9th, 2019
 Applicant/Owner: City of Ann Arbor Fire Department State: MI Sampling Point: C2-UPLAND
 Investigator(s): Matt Gates Section, Township, Range: T3S; R6E, Section 2
 Landform (hillside, terrace, etc.): Riverine Terrace and Bank Local relief (concave, convex, none): concave
 Slope (%): 1 to 18 Lat: 42° 15' 7.909" N Long: 83° 41' 57.656" W Datum: WGS 84
 Soil Map Unit Name: LRR-M, MLRA 111B NWI classification: NWI-R2UBH, MI FWI - Hydric Soil

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation X, Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
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Remarks:
 The NW delineated edge of this riparian wetland exists on low gradient terrace approximately 8 feet above the normal high water mark of the adjacent stream before dropping at 18% slope to the stream. The terrace is un-natural mowed and maintained lawn grass.

VEGETATION – Use scientific names of plants.

Tree Stratum	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Quercus muehlenbergii</u>	<u>10</u>	Yes	FACU	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50.0%</u> (A/B)
2. <u>Acer rubrum</u>	<u>3</u>	Yes	FAC	
3. <u> </u>				
4. <u> </u>				
5. <u> </u>				
<u>13</u> =Total Cover				
Sapling/Shrub Stratum	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u> </u>				Prevalence Index worksheet: Total % Cover of: <u> </u> Multiply by: <u> </u> OBL species <u> </u> x 1 = <u> </u> FACW species <u> </u> x 2 = <u> </u> FAC species <u> </u> x 3 = <u> </u> FACU species <u> </u> x 4 = <u> </u> UPL species <u> </u> x 5 = <u> </u> Column Totals: <u> </u> (A) <u> </u> (B) Prevalence Index = B/A = <u> </u>
2. <u> </u>				
3. <u> </u>				
4. <u> </u>				
5. <u> </u>				
<u> </u> =Total Cover				
Herb Stratum	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Agrostis stolonifera</u>	<u>65</u>	Yes	FACW	Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
2. <u>Rubus allegheniensis</u>	<u>20</u>	Yes	FACU	
3. <u>Hieracium aurantiacum</u>	<u>5</u>	No	UPL	
4. <u> </u>				
5. <u> </u>				
6. <u> </u>				
7. <u> </u>				
8. <u> </u>				
9. <u> </u>				
10. <u> </u>				
<u>90</u> =Total Cover				
Woody Vine Stratum	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u> </u>				Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>
2. <u> </u>				
<u> </u> =Total Cover				

Remarks: (Include photo numbers here or on a separate sheet.)
 Due to the upland/wetland transition occurring over mowed and maintained park lawn, the herbaceous and shrub vegetation plots were 5x18 ft rectangular and placed perpendicular from the stream heading downslope from the terrace into the riparian woodland.

SOIL

Sampling Point: C2-UPLAND

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 3/4	100					Loamy/Clayey	
6-10	10YR 4/3	100					Loamy/Clayey	
10-16	10YR 4/3	95	7.5YR 6/8	5	C	M	Loamy/Clayey	Faint redox concentration

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:			Indicators for Problematic Hydric Soils³:		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Iron-Manganese Masses (F12)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (F21)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Dark Surface (S7)	<input type="checkbox"/> Very Shallow Dark Surface (F22)			
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)				
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)				
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)				
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	<input type="checkbox"/> Redox Depressions (F8)				

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):	Hydric Soil Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Type: _____		
Depth (inches): _____		

Remarks:
 This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:		
<u>Primary Indicators (minimum of one is required; check all that apply)</u>		<u>Secondary Indicators (minimum of two required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:				Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Surface Water Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches): _____		
Water Table Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches): _____		
Saturation Present? (includes capillary fringe)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches): _____		

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
 A slight change in color from light (wetland) to dark (upland) is evident from the the April 23rd, 2019 Google Earth Aerial that roughly follows the the delineated upland/wetland boundary. This may indicate saturation near the surface for a significant portion of the growing season, although the NW side of the wetland lies on a terrace approx. 8 feet above the ordinary high water mark of the adjacent stream.

**ATTACHMENT B
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

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

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

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

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

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT E

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021

\$13.91 per hour

If the employer provides health care benefits*

\$15.51 per hour

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

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

ENFORCEMENT

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

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

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

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

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

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

(2020 PSA Auto AI over \$25,000 Rev. 1)

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____ ("Contractor"), a(n) _____, with its address at _____ (State where organized) _____ (Partnership, Sole Proprietorship, or Corporation). City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____.
Project name

II. DURATION

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

III. SERVICES

A. The Contractor agrees to provide _____

Type of service

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

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

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

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

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

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

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

VII. COMPLIANCE REQUIREMENTS

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

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

VIII. WARRANTIES BY THE CONTRACTOR

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

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

notice of such non-appropriation.

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

XII. REMEDIES

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

XIII. NOTICE

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

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

sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Type Name
Mike Kennedy, Fire Chief

Tom Crawford, Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.