

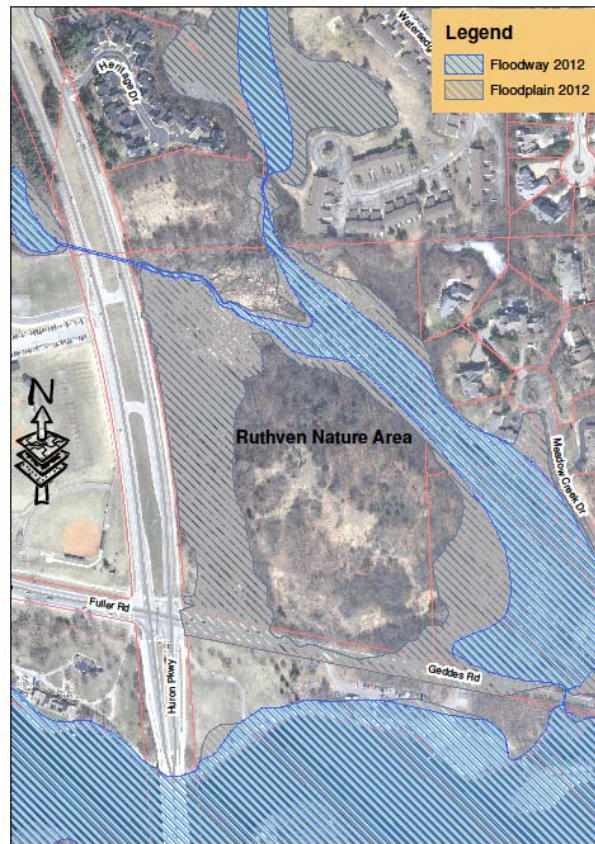
REQUEST FOR PROPOSAL

Study and Design Recommendations
for the

Management of Millers Creek Sediment Accumulation

RFP -812

February 06, 2012



City of Ann Arbor
Public Services Area
Systems Planning Unit
City Hall, 301 East Huron Street
Ann Arbor, Michigan 48107-8647

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SECTION I
GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide professional recommendations for management of Millers Creek sediment accumulation.

B. ISSUING OFFICE

The RFP is issued by the City of Ann Arbor, Procurement Unit. All questions regarding this bid process must be addressed to Procurement Unit via email Lnewton@a2gov.org.

Questions regarding proposal content may be directed to Jerry Hancock, Stormwater and Floodplain Programs Coordinator via email JHancock@a2gov.org on or before February 29, 2012, at 3:00 p.m.

C. QUESTIONS AND ADDITIONAL INFORMATION

A pre-proposal meeting will be held.

WHEN: February 16, 2012 at 1:30 – 3:00 PM

WHERE: City Hall Building, 4th Floor Conference Room
301 East Huron Street
Ann Arbor, Michigan 48107

It is highly recommended that consultants attend the meeting.

D. PROPOSALS

One (1) original and six (6) copies of the proposal should be submitted. The information included therein should be as concise as possible. The total submittal should not be more than 25 pages, with material on two sides, not including required attachments.

Provide two (2) copies of the Proposal fees in a separate sealed envelope at the same time.

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 submitter. The proposal must be signed in ink by an official authorized to bind the submitter to its provisions. Each proposal must remain valid for at least ninety days from the due date of this RFP.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. The evaluation will be completed by a selection committee from City staff and possibly members of the community.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top applicants, 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 in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City of Ann Arbor chooses to interview any applicants, the interviews will be held on March 20, 2012 between 8:00 AM and 12:00 PM. Applicants will be expected to be available on this date

F. CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by Systems Planning, not less than seven days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to A2gov.org and MITN and it shall be the bidder's responsibility to ensure they have received all addendums before submitting a bid. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

G. SEALED PROPOSAL RECEIPT

All proposals must be received by the Procurement Office on the Fifth Floor of City Hall located at 301 E. Huron Street, P.O. Box 8647, on or before, **Tuesday March 6, 2012, by 11:00 am**. Prospective submitters are responsible for the timely receipt of their proposal. Late proposals will not be considered.

H. 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 submitter's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

I. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. **The City will not entertain changes to the standard Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any and 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.

J. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

K. SCHEDULE

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

L. 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 bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Bidders.
4. The City reserves the right not to consider any Proposal, which 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 bidder 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 Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II

BACKGROUND AND SCOPE OF WORK

BACKGROUND

Millers Creek, located in the northeast portion of the City of Ann Arbor, has a 2.4 square mile watershed and is the smallest named tributary to the Huron River. In 2002, work on a study of the Millers Creek watershed began as a result of flooding and bank erosion on Pfizer's Ann Arbor campus (now U of M Property). The study resulted in the creation of the Millers Creek Improvement Plan. A Stormwater Management Model (SWMM) was created to simulate Millers Creek, its watershed and associated storm sewer. SWMM was used to estimate flow, velocity, water surface elevation, width, total area, hydraulic radius and shear stress for design recurrence interval events. Chapters from the Millers Creek Improvement Plan include Background, Methods, Model Evaluation, Existing Conditions, Improvement Plan, Alternatives Evaluation, and Improvement Plan Implementation. To access the entire Millers Creek Improvement Plan visit <http://wiki.mtri.org/display/milcreek/Improvement+Plan>.

The 2004 Millers Creek Improvement Plan mostly focuses on recommendations to reduce flow and erosion within the entire watershed such as bank stabilization, private detention basins, tree plantings, and paving of several gravel parking lots and roads. There are also several recommendations that the City could implement such as infrastructure repairs and a bioswale within the Huron Parkway right-of-way. Very few of the recommendation indicate what to do with the sediment that has accumulated in the lower reach of the creek where the stream slope flattens out to allow sediment accumulation. However, there is one sediment management recommendation in an area upstream of Ruthven Nature Area on the Huron High School property. See Attachment B for further information on this site.

Recently, within the Ruthven Nature Area, the course of Millers Creek has changed its location. Extremely flashy flows and a steep creek bed in the upper reaches of Millers Creek have caused a large amount of sediment to be deposited within the creek's original channel in the lower reach of Millers Creek. Due to the large amount of sediment accumulation within the creek, flow is being diverted from its usual path north of the Ruthven kame to enter the Huron River through an alternate route down the west side of the kame. This pathway diverts flow away from the intended 60-inch culvert westward to enter an alternative 24-inch culvert under Geddes Road. The increased flow through the 24-inch culvert has caused flooding along Geddes Road. The flooding has been extensive enough to overtop Geddes Road about 7 times in the last two years. Three of those instances caused the City to temporarily close Geddes Road.

The January 2, 1992 flood maps do not contain data on Millers Creek. FEMA recently completed a floodplain study that includes HEC models of Millers Creek. The new flood maps will become effective April 3, 2012.

Currently the City of Ann Arbor attempting to get permits to remove sediment from Ruthven Nature Area in order to direct flow to the former open channel and re-connect the stream with its wetland ecosystem until a permanent management plan is in place. This work is expected to take

place in the winter 2012 if permits are issued. The project would remove 457 cubic yards of accumulated sediment in the former channel and place 85 cubic yards of boulders to armor 270 feet of the ditch bank. The eroded stream bank would be restored with topsoil, mulch blanket, and seed within 15 feet of the top of bank or less, as needed to keep stream bank stabilization boulders in place. Excess sediment will be dewatered in –situ and will be hauled by truck to an upland location on City property.

See Attachment C for further information on the temporary Millers Creek sediment removal.

SCOPE OF WORK

We are now seeking proposals from qualified, professional engineering, consulting firms to perform the necessary tasks to complete both a study and design recommendations for Management of Millers Creek Sediment Accumulation. The recommendations should address all areas of sediment accumulation in the lower reach of Millers Creek, with particular focus on Ruthven Nature Area and the surrounding storm sewer system. The study should also re-evaluate the previous recommendations for erosion control within City owned right-of-way found in the Millers Creek Improvement Plan.

All recommendations shall be in accordance with the applicable City of Ann Arbor Public Services Standards Specifications, Low Impact Development (LID) Manual for Michigan, ADA Accessibility Standards, City of Ann Arbor Code of Ordinances and any other relevant standards.

The following overview outlines the major or critical elements of the work:

Task 1 Baseline Determination and Information Gathering

- Review recommendations from the Millers Creek Improvement Plan and determine which recommendations are feasible for the City to implement that may still be beneficial.
- Determine annual sediment load for the entire Millers Creek system. Provide detailed description of how annual sediment load will be calculated.
- Describe techniques for determining the current baseline conditions of sediment accumulation in the lower reaches of Millers Creek.
- Describe any model(s) (SWMM, HEC-RAS, HEC-HMS, etc.) and how they will be used in the analysis.
- Provide detailed information on the timeline for Millers Creek plan review, annual sediment load calculation, and baseline determination.
- Describe within the timeline how the City’s proposed temporary sediment removal effort will relate to all other items in Task 1.

Task 2 Management Options

- Provide recommendations for management of Millers Creek sediment accumulation in the form of three option sets. Each option set should include system wide recommendations and lower reach recommendations. In addition to overall sediment

- For each recommendation, list any possible environmental impacts.
- Firms may consider, as part of their overall management plan, the feasibility of making Ruthven Nature Area more accessible to pedestrians and bicyclists, such as maintenance vehicle routes disguised as pedestrian and bicycle paths.

Task 3 Cost Estimates and Prioritization of Options

- Provide planning level cost estimates for each option set as well as each individual task within the option set.
- Identify all permits that will be necessary for each option set as well as each individual recommendation.
- Prioritize option sets with the best possible solutions first.
- Provide three complete copies of the Management of Millers Creek Sediment Report and any supporting documentation, in addition to a complete electronic submission.

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

1. Develop complete, detailed, and accurate study and design recommendation plans to complete Management of Millers Creek Sediment Accumulation.
2. The City of Ann Arbor is able to provide 2 foot contour maps of the sites. The Consultant shall supplement the available topographic material with any needed field surveys that they wish to conduct in order to make informed recommendations. If any additional survey work is conducted by the Consultant it shall be in accordance with the City of Ann Arbor Public Services Area's Standards and its Geodetic Control Manual. If the consultant includes survey work in their proposal, a budget amount for the gathering of survey data and a description of what it believes the needed tasks and associated person-hours and costs are should be provided.
2. The Consultant shall attend a minimum of four meeting with a technical team (staff from the City of Ann Arbor, Washtenaw County, and the Huron River Watershed Council). This is to include a kick-off meeting, a meeting at the completion of baseline determination and information gathering, a meeting after the development of options, and a meeting after cost estimates and prioritization of options are completed. The consultant shall prepare and distribute meeting minutes for these meetings.
4. The consultant shall attend one focus group meeting. The members of the focus group will be determined by the technical team. The focus group is likely to include Ruthven Nature Area stewards and users, Ann Arbor Public Schools, and property owners adjacent to the lower reaches of Millers Creek. This meeting should take place following the first meeting

with the technical team and prior to the first public meeting. The consultant shall prepare and distribute meeting minutes for this meeting.

5. The consultant shall attend a minimum of two public meetings. This is to include a meeting after baseline determination and information gathering are complete and a meeting after cost estimates and prioritization of options is finalized. The consultant shall prepare and distribute meeting minutes for these meetings.
6. If this RFP does not include all items the proposer deems necessary to design the envisioned projects, please identify those additional items in the Work Plan.

SECTION III

MINIMUM INFORMATION REQUIRED

A. PROFESSIONAL QUALIFICATIONS - 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number 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 individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any subconsultants shall be included.
3. State history of 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 - 25 points

The written proposal must include a list of specific experience with stormwater and sediment management projects. Indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is appropriate with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN - 35 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. FEE PROPOSAL - 20 points

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the proposer-suggested project elements and proposer-suggested contingencies, if any. The consultants selected to be interviewed 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 proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. The Professional Services Agreement is included in Section IV of this RFP.

Fee proposals will only be opened for the firms that are going to be interviewed. Unopened fee proposals will be returned to those who were not selected to be interviewed, after the completion of the selection process.

E. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top applicants, 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 in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City of Ann Arbor chooses to interview any applicants, the interviews will be held on March 20, 2012. Applicants will be expected to be available on this date.

F. INTERVIEW

The consultant selection committee will evaluate each proposal by the above-described criteria (A through C) and point system, to identify top applicants. After top firms have been determined, the committee will evaluate criterion D for each of the highest ranked firms and re-evaluate criterion C based upon knowledge of the fee proposals for those firms. The City will then determine which, if any, firms will be interviewed. The committee may contact references to verify material submitted by the proposers. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The selection committee will then contact the firms that have been selected for interviews. The interviews will be held on March 20, 2012 between 8:00 AM and 12:00 PM. Applicants will be expected to be available on this date. The selected firms will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal. The interviews may include up to twenty-five minutes of presentation by the consultants, followed by approximately twenty minutes of questions and answers. The consultant's interview committee shall consist of no more than three representatives directly involved in the Proposer's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The interviews may be recorded by the selection committee.

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 not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

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

SECTION IV

ATTACHMENT A

AGREEMENT BETWEEN

**AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48107 ("City"), and _____

_____ ("Consultant") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

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

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

Project means _____.
Project name; File and Subfile No.

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional _____ (type of service) services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add

to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any

subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

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

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other

insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions 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 and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.

- B. Living Wage. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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) and specified in Exhibit D; 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. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D.

VII. WARRANTIES BY THE CONSULTANT

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

- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

- D. The Consultant 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.

VIII. 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.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

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

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

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

XIV. CONFLICT OF INTEREST

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

XV. 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.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

FOR THE CITY OF ANN ARBOR

By _____
Type name

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Interim Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

EXHIBIT D
LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of

such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.

- (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$11.83 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.19 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

1:816. Employees Covered.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:817. Exemptions.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their

entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.

- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
 - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
 - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

1:818. Monitoring and Enforcement.

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall

be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.

- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

* * * * *

1:821. Other Provisions.

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

* * * * *

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
 - (a) A bona fide training program;
 - (b) A summer or youth employment program;
 - (c) A work study, volunteer/public service, or internship program.

* * * * *

→ RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.83 per hour

if the employer provides health care benefits*

\$13.19 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:***

**Linda Newton, Procurement Officer
734/794-6576 or lnewton@a2gov.org LW-1**

**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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- _____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2011.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

OR

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Questions about this form? Please contact: Procurement Office: 734/794-6576

**EXHIBIT E
INSTRUCTIONS FOR CONTRACTORS**

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec./Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

ATTACHMENT B

RECOMMENDATION FOR SEDIMENT MANAGEMENT ON HURON HIGH SCHOOL PROPERTY

Focus Area # 12

Huron High School Wetland Reach

This improvement area is a critical location. As demonstrated earlier in the Existing Conditions chapter, with the active stream down cutting and channel widening from Hubbard to Glazier, significant amounts of stream bank and stream bed material in this reach are settling out in the Huron High School area. The highly mobile but extensive deposits at the High School, in the culvert under Huron Parkway and at the Huron High School sampling site corroborate this picture (See Figure 8.6). The culvert under the Parkway is nearly half full. However, the deposits cannot simply be jetted out because these sediments are also the stream bed. Sediments could be captured at three possible locations upstream of the Huron Parkway culvert. This should help to "starve" the stream of sediment in this area. At a minimum, it should keep the culvert from filling in further. It is possible that this starving technique could naturally displace some of the sediment in the culvert and the reach downstream. The improvements in this area include:

- a) Installation of a new baffle box at the inlet to the Huron High School channel reach. This structure will have a weir that directs low flows to the existing channel. High flows will be partially re-directed in the northwesterly direction up and through the existing wetland and some would continue to be directed down the main channel.
- b) The wetland itself could be slightly re-contoured to effectively deal with the higher flows and sediment loads and enhanced with additional native plantings.
- c) A downstream sediment trap could also be installed just above the culvert under Huron Parkway.

The full Millers Creek Watershed Improvement Plan Can be accessed at:

<http://wiki.mtri.org/display/milcreek/Improvement+Plan>



Figure 8.6 Sediment Deposition near the Huron High School Sampling Site

ATTACHMENT C

TEMPORARY MILLERS CREEK SEDIMENT REMOVAL

MILLERS CREEK SEDIMENT REMOVAL

Item 2 - Project Description

The project will remove sediment within the banks of the former open channel as shown in the attached drawings, for a distance sufficient to establish positive flow rates (325 feet). The amount of sediment to be removed is an average depth of 2 feet in the first 245 feet east of Huron Parkway, and average depth of 0.75 feet for the remaining distance, for a total of 457 cubic yards. The south bank of the channel will be armored with 85 cubic yards of boulders for the first 170 feet east of Huron Parkway. The eroded stream bank will be restored with topsoil, mulch blanket, and seed within 15 feet of the top of bank or less, as needed to keep stream bank stabilization boulders in place. Existing trees and other vegetation will be preserved as much as is practical during the work, and disturbed areas will be revegetated with native plant seed. During the project, silt fence and silt curtain will be phased and maintained as needed to control off-site sediment movement. Excess sediment will be dewatered in-situ and will be hauled by truck to an upland location on City property.



Item 4 - Project Purpose, Intended Use, and Alternatives Considered

This project will remove sediment from Millers Creek and repair stream bank erosion that occurred when the creek bypassed its channel due to a sediment dam. The project will prevent damage to a nearby under-sized (24-inch) culvert, direct storm flow to the former open channel and properly-sized (60-inch) culvert, and protect public safety by preventing road flooding in the vicinity of the 24-inch culvert. Maintenance dredging of this area will probably be required every 20 years, in the absence of off-site projects to prevent stream bank erosion on upstream properties, because of the amount of erosion and sediment.



The previously-ditched Millers Creek is not a County drain, and is not on a regular maintenance schedule. The 48 inch culvert under Huron Parkway, upstream of the sediment dam, passes large storm flows and sediment loads, and the grades downstream of the culvert are flat, causing the sediment to fall out quickly. Sediment deposition in this area is due to unchecked erosion upstream, on land not owned by the City. Despite the sedimentation, the channel had enough slope to direct water to the east, into the wetlands at the Ruthven Nature Area, until major storms in 2009 eroded the south bank of the



channel, and stream flow bypassed into the woods. There is no longer any base flow in the original channel to the east, and all of the flow goes to the south to a 24-inch culvert under Geddes Road.

The existing conditions are negatively affecting storm water infrastructure, public safety, and the environment. The upstream 48-inch culvert is two-thirds full of standing water. As sediment continues to be deposited in the culvert, there is a risk of structural failure of the culvert and Huron Parkway Boulevard, a major traffic artery. In addition, Millers Creek has been redirected by the sediment dam to a 24-inch culvert under Geddes Road, as opposed to the 60-inch culvert that exists for the main channel. The 24-inch culvert at Geddes is at risk of failure, as is the road itself, due to the uncontrolled flows. Water over the road puts motorists and bus commuters at risk, and Geddes is the designated route from US-23 to the University of Michigan hospital, further contributing to public risk and inconvenience. The environmental effects of the current condition include:

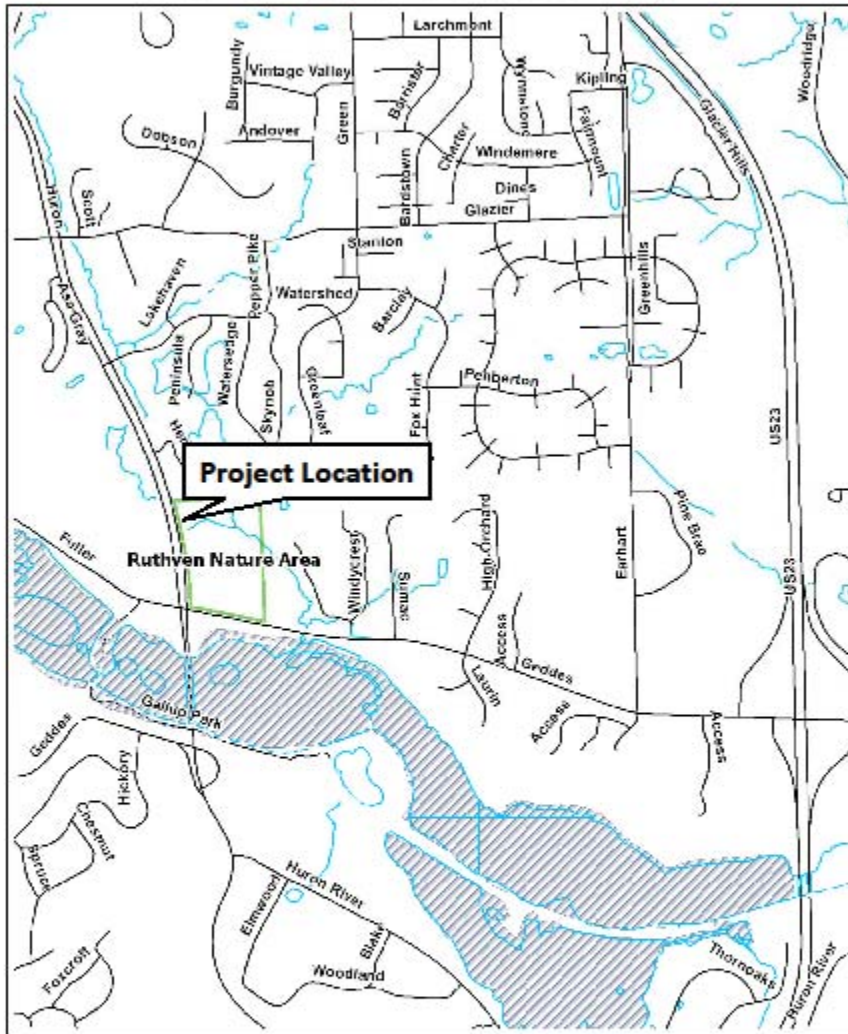
- sedimentation and erosion in the woods,
- drying-out of the wetlands that were along the former open channel, and
- sediment input directly to the Huron River now that Millers Creek no longer goes through a large, well-established wetland system before entering the river.

A lesser amount of dredging and stream bank stabilization was considered as an alternative to the attached proposal. However, the channel bottom topography is flat throughout the proposed work area, and any less dredging would be ineffective to restore positive drainage into the former channel. In addition, the stream has continued to erode new places along the bank, such that the full 170 feet of stabilization will be required in order to keep the stream in its former channel.

Item 12 – Wetland Impacts

No dredging or fill is proposed outside the stream bank stabilization project area. An equipment access route through wetlands is required in order to remove sediment from the stream and to bring in boulders. The project will be completed while the ground is frozen, to minimize rutting and soil disturbance in wetlands. The area will be restored with topsoil, native seed, and mulch blanket.

Ruthven Nature Area Location Map

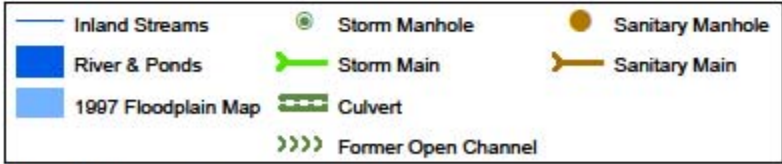


0 1,200 2,400 3,600 4,800 Feet

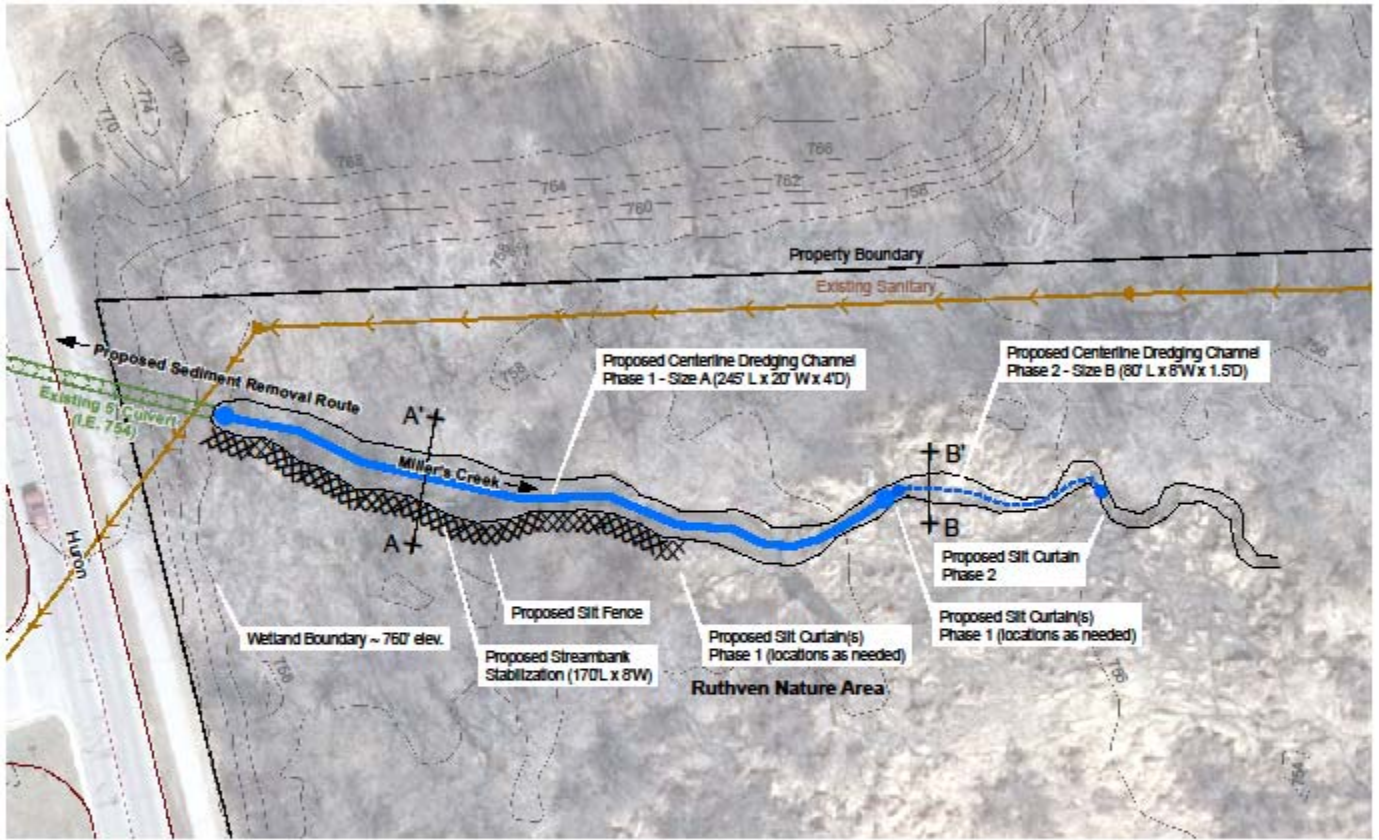
— Rivers and Streams
 // Floodplain



Site Location Map
 Millers Creek Sediment Removal
 Applicant: City of Ann Arbor
 Waterway: Millers Creek
 City: Ann Arbor
 County: Washtenaw
 Sheet 1 of 5
 Date: November 2011



Overall Site Plan
Millers Creek Sediment Removal
Applicant: City of Ann Arbor
Waterway: Millers Creek
City: Ann Arbor
County: Washtenaw
Sheet 2 of 5
Date: November 2011



Scale 1" = 40'

2009 Aerial Photography
Elevation Datum NAVD 1988

- Legend**
- × - × SESC
 - ▭ - ▭ Culvert
 - Contours 2ft
 - Sanitary Manhole
 - Sanitary Line

Plan View Detail
 Millers Creek Sediment Removal
 Applicant: City of Ann Arbor
 Waterway: Millers Creek
 City: Ann Arbor
 County: Washtenaw
 Sheet 3 of 5
 Date: November 2011

AGENCY USE	Previous USACE Permit or File Number	Date Received	Land and Water Management Division, MDEQ File Number	AGENCY USE
	USACE File Number		Pre-application Number or Marina Operating Permit Number	
	District Office		Fee received \$	

Read instructions pages i - iii. All of the following boxes below must be checked and information provided for the application to be processed:

- All items in Sections 1 through 9 are completed
- Items in Sections 10 through 21 that apply to the project are completed
- Dimensions, volumes and calculations are provided
- Reproducible location map, site plan(s), cross sections and photographs are provided, one set must be black and white on 8 1/2 by 11 inch paper.
- List any additional attachments, tables, etc.:
- Date project was staked
- Application fee is attached
- All requested supplementary attachments (➔) are included

1 PROJECT LOCATION INFORMATION					
• Refer to your property's legal description for the Township, Range, and Section information, and your property tax bill for your Property Tax Identification Number(s).					
Site location Address (road, if no street address)	Zip Code	Township Name(s)	Township(s)	Range(s)	Section(s)
401 Huron Parkway (Ruthven Nature Area)	48105	Ann Arbor	2 S	6 E	26
City/Village	County(ies)	Property Tax Identification Number(s)			
Ann Arbor	Washtenaw	09-09-26-304-001			
Name of Waterbody	Project Name or Job Number	Subdivision/Plat	Lot Number	Private Claim	
Millers Creek	Sediment Removal				
Project types (check all that apply)	<input type="checkbox"/> private building addition	<input checked="" type="checkbox"/> public government new building or structure	<input type="checkbox"/> industrial building renovation or restoration	<input type="checkbox"/> commercial river restoration	<input type="checkbox"/> multi-family single-family
	<input type="checkbox"/> project is receiving federal transportation funds	<input checked="" type="checkbox"/> other (explain)	sediment removal & streambank armor		
The proposed project is on, within, or involves (check all that apply)					
<input type="checkbox"/> a stream	<input type="checkbox"/> a pond (less than 5 acres)	<input type="checkbox"/> a Great Lake or Section 10 Waters	<input type="checkbox"/> a natural river	<input type="checkbox"/> a new marina	
<input type="checkbox"/> a river	<input type="checkbox"/> a channel/canal	<input type="checkbox"/> a designated high risk erosion area	<input type="checkbox"/> a dam	<input type="checkbox"/> a structure removal	
<input checked="" type="checkbox"/> a ditch or drain	<input type="checkbox"/> an inland lake (5 acres or more)	<input type="checkbox"/> a designated critical dune area	<input checked="" type="checkbox"/> a wetland	<input type="checkbox"/> a utility crossing	
<input type="checkbox"/> a roadway area	<input type="checkbox"/> a 100-year floodplain	<input type="checkbox"/> a designated environmental area	<input type="checkbox"/> 500 feet of an existing waterbody		
2 DESCRIBE PROPOSED PROJECT AND ASSOCIATED ACTIVITIES, AND THE CONSTRUCTION SEQUENCE AND METHODS (attached additional sheets)					
Written Summary of All Proposed Activities. <i>Re-connect Millers Creek with Ruthven Nature Area wetlands by removing 457 c.y. of sediment plug from 325 feet of ditch, with an equipment access route through wetlands. Place 85 c.y. of boulders to armor 170 feet of ditch bank. Stabilize with mulch blanket and seed. See attached project description and photographs.</i>					
Construction Sequence and Methods. <i>Install silt curtain downstream of work area in phases as the work progresses. Dewater existing sediment in-situ by cutting 4 foot wide channel through sediment plug during low-flow conditions. Remove remaining sediment via truck to an off-site upland location, place boulders on ditch bank, install topsoil, seed and erosion control matting.</i>					
3 APPLICANT, AGENT/CONTRACTOR, AND PROPERTY OWNER INFORMATION					
Owner/Applicant (individual or corporate name) <i>City of Ann Arbor, Field Operations</i>		Agent/Contractor (firm name and contact person)			
Mailing Address <i>1831 Traver Rd</i>		Address			
City <i>Ann Arbor</i>	State <i>MI</i>	Zip Code <i>48105</i>	City	State	Zip Code
Daytime Phone Number with Area Code <i>734-794-6627</i>	Cell Phone Number <i>734-223-1224</i>	Daytime Phone Number with Area Code		Cell Phone Number	
Fax <i>734-997-1072</i>	E-mail <i>ltreemore-spears@a2gov.org</i>	Fax		E-mail	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Is the applicant the sole owner of all property on which this project is to be constructed and all property involved or impacted by this project?					
➔ If no, attach letter(s) of authorization from all owners. A letter signed by each property owner authorizing the agent/contractor/other owner to act on his or her behalf or a copy of easements or right-of-ways must be provided. If multiple property owners, also attach a list of all owners along with their names, mailing addresses, and telephone numbers. If the applicant is a corporation, a corporate officer must provide written document authorizing any agent/contractor listed above to act on its behalf. A letter of authorization must be provided from an owner receiving dredge spoils on their property, or where access through their property is required.					
Property Owner's Name (if different from applicant)		Mailing Address			
Daytime Phone Number with Area Code	Cell Phone Number	City	State	Zip Code	
-	-	-	-	-	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Is there a MDEQ conservation easement or other easement, deed restriction, lease, or other encumbrance upon the property in the project area?					
➔ If yes, attach a copy.					



4 PROPOSED PROJECT PURPOSE, INTENDED USE, AND ALTERNATIVES CONSIDERED (Attach additional sheets if necessary)			
<p>Purpose/Intended Use: The purpose must include any new development or expansion of an existed land use. <i>Prevent damage to nearby culverts due to the sediment plug and its associated flooding, direct storm flow to the former open channel, re-connect the stream with its wetland system, and protect public safety. See attached description and photos.</i></p> <p>Alternatives: Include a description of alternatives considered to avoid or minimize resource impacts. Include factors such as, but not limited to, alternative construction technologies; alternative project layout and design; and alternative locations. For utility crossings, include both alternative routes and alternative construction methods. <i>Removal of a smaller amount of sediment was considered, but the proposed amount is the minimum necessary to maintain adequate stream flow to transport sediment beyond the existing erosion zone, due to the lack of slope along the channel bottom. See attached description.</i></p>			
5 LOCATING YOUR PROJECT SITE			
<p>➔ Attach a black and white, legible copy of a map that clearly shows the site location and road from the nearest major intersection, and includes a north arrow.</p> <p>Is there an access road to the project? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, type of road, check all that apply) <input type="checkbox"/> private <input checked="" type="checkbox"/> public <input checked="" type="checkbox"/> improved <input type="checkbox"/> unimproved</p> <p>Name of roads at closest main intersection <i>Huron Parkway</i> and <i>Geddes</i></p> <p>Directions from main intersection <i>North 1,000 feet to creek crossing</i></p> <p>Style of house or other building on site <input type="checkbox"/> ranch <input type="checkbox"/> 2-story <input type="checkbox"/> cape cod <input type="checkbox"/> bi-level <input type="checkbox"/> cottage/cabin <input type="checkbox"/> pole barn <input checked="" type="checkbox"/> none <input type="checkbox"/> other (describe)</p> <p>Color _____ Color of adjacent property house and/or buildings _____ House number _____ Street name _____</p> <p>Fire lane number _____ Lot number _____ Address is visible on <input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> mailbox <input type="checkbox"/> sign <input type="checkbox"/> other (describe)</p> <p>How can your site be identified if there is no visible address? <i>Millers Creek goes through a large culvert under Huron Parkway</i></p> <p>Provide directions to the project site, with distances from the best and nearest visible landmark and waterbody <i>along Millers Creek to the east 325 feet</i></p> <p>Does the project cross the boundaries of two or more political jurisdictions? (City/Township, Township/Township, County/County, etc.)</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ➔ If Yes, list jurisdictions: _____</p>			
6 List all other federal, interstate, state, or local agency authorizations required for the proposed activity, including all approvals or denials received.			
Agency	Type approval	Identification number	Date applied Date approved / denied If denied, reason for denial
<i>N/A</i>			
7 COMPLIANCE			
If a permit is issued, date activity will commence (M/D/Y) <i>1/15/2012</i>		Proposed completion date (M/D/Y) <i>2/28/2012</i>	
Has any construction activity commenced or been completed in a regulated area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Were the regulated activities conducted under a MDEQ permit? <input type="checkbox"/> No <input type="checkbox"/> Yes	
➔ If Yes, identify the portion(s) underway or completed on drawings or attach project specifications and give completion date(s) (M/D/Y) <i>/ /</i>		If Yes, list the MDEQ permit number	
Are you aware of any unresolved violations of environmental law or litigation involving the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, explain)			
8 ADJACENT/RIPARIAN AND IMPACTED OWNERS (Attach additional sheets if necessary)			
<ul style="list-style-type: none"> Complete information for all adjacent and impacted property owners and the lake association or established lake board, including the contact person's name. If you own the adjacent lot, provide the requested information for the first adjacent parcel that is not owned by you. 			
Property Owner's Name	Mailing Address	City	State Zip Code
<i>SEE ATTACHED</i>			
Name of <input type="checkbox"/> Established Lake Board <input type="checkbox"/> or Lake Association and the Contact Person's name, phone number, and mailing address <i>N/A</i>			
9 APPLICANT'S CERTIFICATION READ CAREFULLY BEFORE SIGNING			
<p>I am applying for a permit(s) to authorize the activities described herein. I certify that I am familiar with the information contained in this application; that it is true and accurate; and, to the best of my knowledge, that it is in compliance with the State Coastal Zone Management Program. I understand that there are penalties for submitting false information and that any permit issued pursuant to this application may be revoked if information on this application is untrue. I certify that I have the authority to undertake the activities proposed in this application. By signing this application, I agree to allow representatives of the MDEQ, USACE, and/or their agents or contractors to enter upon said property in order to inspect the proposed activity site and the completed project. I understand that I must obtain all other necessary local, county, state, or federal permits and that the granting of other permits by local, county, state, or federal agencies does not release me from the requirements of obtaining the permit requested herein before commencing the activity. I understand that the payment of the application fee does not guarantee the issuance of a permit.</p>			
<input type="checkbox"/> Property Owner <input type="checkbox"/> Agent/Contractor <input type="checkbox"/> Corporation/Public Agency – Title	Printed Name	Signature	Date (M/D/Y)
			<i>/ /</i>



10 PROJECTS IMPACTING WETLANDS OR FLOODPLAINS OR LOCATED ON AN INLAND LAKE OR STREAM OR A GREAT LAKE			
<ul style="list-style-type: none"> Check boxes A through M that may be applicable to your project and provide all the requested information. If your project may affect wetlands, also complete Section 12. If your project may impact regulated floodplains, also complete Section 13. To calculate volume in cubic yards (cu yd), multiply the average length in feet (ft) times the average width (ft) times the average depth (ft) and divide by 27. Some projects on the Great Lakes require an application for conveyance prior to Joint Permit Application completeness. 			
<ul style="list-style-type: none"> Provide a cross-section and overall site plan showing existing lakes, streams, wetlands, and other water features; existing structures; and the location of all proposed structures, land change activities and soil erosion and sedimentation control measures. Review Appendix B and EZ Guides for completing site-specific drawings. Provide tables for multiple impact areas or multiple activities and provide fill and excavation/dredge calculations. 			
Water Level Elevation			
On a Great Lake use IGLD 85 <input type="checkbox"/> surveyed <input type="checkbox"/> converted from observed still water elevation. On inland waters, <input type="checkbox"/> NGVD 29 <input type="checkbox"/> NAVD 88 <input type="checkbox"/> other			
Observed water elevation (ft) _____ date of observation (M/D/Y) _____			
A. PROJECTS REQUIRING FILL (See All Sample Drawings)			
<ul style="list-style-type: none"> Attach both overall site plan and cross-section views to scale showing maximum and average fill dimensions. 			
(Check all that apply) <input type="checkbox"/> floodplain fill <input type="checkbox"/> wetland fill <input type="checkbox"/> riprap <input type="checkbox"/> seawall, bulkhead, or revetment <input type="checkbox"/> bridge or culvert			
<input type="checkbox"/> boat launch <input type="checkbox"/> off-shore swim area <input type="checkbox"/> beach sanding <input type="checkbox"/> boatwell <input type="checkbox"/> crib dock <input type="checkbox"/> other			
Fill dimensions (ft)		Total fill volume (cu yd)	Maximum water depth in fill area (ft)
length	width	maximum depth	
Type of clean fill <input type="checkbox"/> pea stone <input type="checkbox"/> sand <input type="checkbox"/> gravel <input type="checkbox"/> wood chips		Will filter fabric be used under proposed fill?	
<input type="checkbox"/> other		<input type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, type)	
Source of clean fill <input type="checkbox"/> on-site, <input checked="" type="checkbox"/> If on-site, show location on site plan. <input type="checkbox"/> commercial <input type="checkbox"/> other, <input checked="" type="checkbox"/> If other, attach description of location.			
Fill will extend _____ feet into the water from the shoreline and upland _____ feet out of the water.		Fill volume below OHWM (cu yd)	
B. PROJECTS REQUIRING DREDGING OR EXCAVATION (For dredging projects see Sample Drawing 7, for excavation see other applicable Sample Drawings)			
<ul style="list-style-type: none"> Attach both overall site plan and cross-section views to scale showing maximum and average dredge or excavation dimensions and dredge disposal location. Refer to www.michigan.gov/jointpermits for disposal requirements and authorization. 			
(Check all that apply) <input type="checkbox"/> floodplain excavation <input type="checkbox"/> wetland dredge or draining <input type="checkbox"/> seawall, bulkhead, or revetment			
<input type="checkbox"/> navigation <input type="checkbox"/> boat well <input type="checkbox"/> boat launch <input checked="" type="checkbox"/> other <i>remove sediment due to erosion</i>			
Total dredge/excavation volume (cu yd) 457	Dimensions length 245 width 20 depth 2	Dredge/excavation volume below OHWM (cu yd) 457	Method and equipment for dredging excavator and truck
Has proposed dredge material been tested for contaminants? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Dredged or excavated spoils will be placed <input type="checkbox"/> on-site <input checked="" type="checkbox"/> off-site.	
<input checked="" type="checkbox"/> If Yes, provide test results with a map of sampling locations.		<input checked="" type="checkbox"/> Provide detailed disposal area site plan and location map.	
Has this same area been previously dredged? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, date and permit number: prior/ to/ 1940/		aerial photo interpretation	
If Yes, are you proposing to enlarge the previously dredged area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Is long-term maintenance dredging planned? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, when and how much? every 20 years unless upstream erosion is stopped.			
C. PROJECTS REQUIRING RIPRAP (See Sample Drawings 2, 3, 8, 12, 14, 17, 22, and 23. Others may apply)			
Riprap waterward of the <input type="checkbox"/> shoreline OR <input checked="" type="checkbox"/> ordinary high water mark	Dimensions (ft) length 170 width 9 depth 1.5	Volume (cu yd) 85	
Riprap landward of the <input type="checkbox"/> shoreline OR <input type="checkbox"/> ordinary high water mark	Dimensions (ft) length _____ width _____ depth _____	Volume (cu yd) _____	
Type of riprap <input type="checkbox"/> field stone <input checked="" type="checkbox"/> angular rock <input type="checkbox"/> other	Will filter fabric be used under proposed riprap? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, type) non-woven		
D. SHORE PROTECTION PROJECTS (See Sample Drawings 2, 3, and 17) Complete Sections 10A, B, and/or C above, as applicable.			
(check all that apply) <input type="checkbox"/> riprap - length (ft) _____ <input type="checkbox"/> seawall/bulkhead - length (ft) _____ <input type="checkbox"/> revetment - length (ft) _____		Distances of project from both property lines (ft)	
E. DOCK - PIER - MOORING PILINGS - ROOFS (See Sample Drawing 10)			
Dock Type <input type="checkbox"/> open pile <input type="checkbox"/> filled <input type="checkbox"/> crib	Permanent Roof? <input type="checkbox"/> No <input type="checkbox"/> Yes Mounted on		
Seasonal support structure? <input type="checkbox"/> No <input type="checkbox"/> Yes	Maximum Dimensions: length _____ width _____ height _____		
Proposed structure dimensions (ft) length _____ width _____	Dimensions of nearest adjacent structures (ft) length _____ width _____		
F. BOAT WELL (See EZ Guides)			
Type of sidewall stabilization <input type="checkbox"/> wood <input type="checkbox"/> steel <input type="checkbox"/> concrete <input type="checkbox"/> vinyl <input type="checkbox"/> riprap <input type="checkbox"/> other			
Boat well dimensions (ft) length _____ width _____ depth _____		Number of boats	
Volume of backfill behind sidewall stabilization (cu yd)		Distances of boat well from adjacent property lines (ft)	
G. BOAT LAUNCH (See EZ Guide) (check all that apply) <input type="checkbox"/> new <input type="checkbox"/> existing <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> commercial <input type="checkbox"/> replacement			
Proposed overall boat launch dimensions (ft) length _____ width _____ depth _____		Type of material <input type="checkbox"/> concrete <input type="checkbox"/> wood <input type="checkbox"/> stone <input type="checkbox"/> other	
Existing overall boat launch dimensions (ft) length _____ width _____ depth _____		Boat launch dimensions (ft) below ordinary high water mark length _____ width _____ depth _____	
Distances of launch from both property lines (ft)		Number of adjacent Skid piers	Skid pier dimensions (ft) length _____ width _____
H. BOAT HOIST (See EZ Guide)			
(Check all that apply) <input type="checkbox"/> seasonal <input type="checkbox"/> permanent <input type="checkbox"/> cradle <input type="checkbox"/> side lifter <input type="checkbox"/> other		located on <input type="checkbox"/> seawall <input type="checkbox"/> dock <input type="checkbox"/> bottomlands	



10 Continued - PROJECTS IMPACTING WETLANDS OR FLOODPLAINS OR LOCATED ON AN INLAND LAKE OR STREAM OR A GREAT LAKE					
I. BOARDWALKS AND DECKS IN <input type="checkbox"/> WETLANDS - OR - <input type="checkbox"/> FLOODPLAINS (See Sample Drawings 5 and 6. Provide table if necessary)					
Boardwalk <input type="checkbox"/> on pilings <input type="checkbox"/> on fill		Dimensions (ft) length width		Deck <input type="checkbox"/> on pilings <input type="checkbox"/> on fill	
				Dimensions (ft) length width	
J. INTAKE PIPES (See Sample Drawing 16) OUTLET PIPES (See Sample Drawing 22)					
Type <input type="checkbox"/> headwall <input type="checkbox"/> end section <input type="checkbox"/> pipe		If outlet pipe, discharge is to <input type="checkbox"/> wetland <input type="checkbox"/> inland lake <input type="checkbox"/> stream, drain, or river <input type="checkbox"/> Great Lake <input type="checkbox"/> other			
Dimensions of headwall OR end section (ft) length width depth		Number of pipes		Pipe diameters and invert elevations	
K. MOORING AND NAVIGATION BUOYS (See EZ Guide for Sample Drawing)					
<ul style="list-style-type: none"> Provide an overall site plan showing the distances between each buoy, distances from the shore to each buoy, and depth of water at each buoy in feet. Provide cross-section drawing(s) showing anchoring system(s) and dimensions. 					
Number of buoys		Boat Lengths		Type of anchor system	
				Purpose of buoy <input type="checkbox"/> mooring <input type="checkbox"/> navigation <input type="checkbox"/> swimming	
Dimensions of buoys (ft) width height swing radius chain length		Do you own the property along the shoreline? <input type="checkbox"/> No <input type="checkbox"/> Yes Attach Authorization Letter from the property owner(s), if No above.			
L. FENCES IN WETLANDS, STREAMS, OR FLOODPLAINS (No Sample Drawing available)					
<ul style="list-style-type: none"> Provide an overall site plan showing the proposed fencing through wetlands, streams, or floodplains. Provide drawing of fence profile showing the design, dimension, post spacing, board spacing, and distance from ground to bottom of fence. 					
(check all that apply) <input type="checkbox"/> wetlands <input type="checkbox"/> streams <input type="checkbox"/> floodplains		Total length (ft) of fence through wetlands streams floodplains		Fence height (ft)	
				Fence type and material	
M. OTHER - e.g., structure removal or construction, breakwater, aerator, fish shelter, and structural foundations in wetlands or floodplains					
11 EXPANSION OF AN EXISTING OR CONSTRUCTION OF A NEW LAKE OR POND (See Sample Drawings 4 and 15)					
Which best describes your proposed waterbody use (check all that apply)					
<input type="checkbox"/> wildlife <input type="checkbox"/> stormwater retention basin <input type="checkbox"/> recreation <input type="checkbox"/> wastewater basin <input type="checkbox"/> other					
Water source for lake/pond					
<input type="checkbox"/> groundwater <input type="checkbox"/> natural springs <input type="checkbox"/> Inland Lake or Stream <input type="checkbox"/> stormwater runoff <input type="checkbox"/> pump <input type="checkbox"/> sewage <input type="checkbox"/> other					
Location of the lake/basin/pond					
<input type="checkbox"/> floodplain <input type="checkbox"/> wetland <input type="checkbox"/> upland					
Maximum dimensions (ft) length width depth		Spoils will be placed <input type="checkbox"/> onsite <input type="checkbox"/> offsite outside of wetland and floodplain <input type="checkbox"/> other			
		<ul style="list-style-type: none"> Provide a Detailed Disposal Area Site Plan with location map, address and disposal dimensions Provide a Letter of Authorization from off site disposal site owner Provide elevations and cross sections for outlets and/or emergency. Complete Section 10J. 			
Maximum Area: <input type="checkbox"/> acres <input type="checkbox"/> sq ft					
Will project involve construction of a dam, dike, outlet control structure, or spillway? <input type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, complete Section 17)					
12 ACTIVITIES THAT MAY IMPACT WETLANDS (See Sample Drawings 8 & 9, and complete sections 10 A and 10 B for dredge or excavation as applicable)					
<ul style="list-style-type: none"> For information on the MDEQ's Wetland Identification Program (WIP) visit www.michigan.gov/deqwetlands or call 517-373-1170. Complete the wetland dredge and wetland fill dimension information below for each impacted wetland area. Attach tables for multiple impact areas or activities Label the impacted wetland areas on a site plan, drawn to scale or with dimensions. Attach at least one cross-section for each wetland dredge and/or fill area. If dredge/excavation material will be disposed of on site, show the location on site plan and include soil erosion and sedimentation control measures. 					
(check all that apply) <input type="checkbox"/> fill (Section 10A) <input type="checkbox"/> dredge or excavation (Section 10B) <input type="checkbox"/> boardwalk or deck (Section 10I) <input type="checkbox"/> dewatering <input type="checkbox"/> fences (Section 10L)					
<input type="checkbox"/> bridges and culverts (Section 14) <input type="checkbox"/> draining surface water <input type="checkbox"/> stormwater discharge <input type="checkbox"/> restoration <input checked="" type="checkbox"/> other <i>equipment access route</i>					
wetland dredge/excavation dimensions <i>n/a</i>		maximum length (ft) maximum width (ft)		dredge/excavation area <input type="checkbox"/> acres <input type="checkbox"/> sq ft	
wetland fill dimensions <i>n/a</i>		maximum length (ft) maximum width (ft)		fill area <input type="checkbox"/> acres <input type="checkbox"/> sq ft	
Total wetland dredge/excavation area <input type="checkbox"/> acres <input type="checkbox"/> sq ft <i>n/a</i>		Total wetland dredge/excavation volume (cu yd) <i>n/a</i>		Total wetland fill area <input type="checkbox"/> acres <input type="checkbox"/> sq ft <i>n/a</i>	
				Total wetland fill volume (cu yd) <i>n/a</i>	
The proposed project will be serviced by: <input type="checkbox"/> public sewer <input type="checkbox"/> private septic system		If septic system, has an application for a permit been made to the County Health Department? <input type="checkbox"/> No <input type="checkbox"/> Yes		If Yes, has a permit been issued? <input type="checkbox"/> No <input type="checkbox"/> Yes	
<ul style="list-style-type: none"> Show system on plans Supply data sheets. 				<ul style="list-style-type: none"> Provide a copy. 	
Has a professional wetland delineation been conducted for this parcel? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<ul style="list-style-type: none"> Provide a copy of the delineation. Supply data sheets. 				Applicant purchased property <input checked="" type="checkbox"/> before OR <input type="checkbox"/> after October 1, 1980.	
Is there a recorded MDEQ easement on the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, provide the easement number)					
Has the MDEQ conducted a wetland assessment for this parcel? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, provide a copy of assessment or WIP number)					
Describe the wetland impacts, the proposed use or development, and any alternatives considered: <i>temporary use for equipment access. See attached.</i>					
Does the project impact more than 1/3 acre of wetland? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
<ul style="list-style-type: none"> If Yes, submit a Mitigation Plan that includes the type and amount of mitigation proposed. For more information go to www.michigan.gov/deqwetlands 					
Describe how impacts to waters of the United States will be avoided and minimized: <i>Use silt fence & silt curtain until vegetation is re-established.</i>					
Describe how impact to waters of the United States will be compensated. OR Explain why compensatory mitigation should not be required for the proposed impacts.					
Is any grading or mechanized land clearing proposed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			Has any of the proposed grading or mechanized land clearing been completed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
<ul style="list-style-type: none"> Show locations on submitted site plan. 			<ul style="list-style-type: none"> Show labeled locations on site plan. 		