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Faye Alexander Nelson
President & CEO

February 26, 2007

Ms. Julie Bennett
Assistant Trust Manager
Great Lakes Fishery Trust
600 W. St. Joseph, Suite 10
Lansing, MI 48933

Dear Ms. Bennett:

Enclosed is the final report from the Detroit RiverFront Conservancy to the Great Lakes Fishery Trust for the *Detroit RiverWalk Fishing Access* grant. Included in the report are a narrative of what was accomplished, photographs of the completed project and the GLFT sign, and a financial report. Also included are pertinent supporting documents.

I am pleased to report that just over 75% of the East Riverfront project is complete, which includes the plazas at Gabriel Richard Park and at the foot of Rivard Street, as well as significant additional segments of the RiverWalk. We are looking forward to welcoming the public to the renewed Detroit Riverfront this spring.

The Great Lakes Fishery Trust has assisted us in providing safe and accessible fishing sites to anyone who visits the riverfront. We are most grateful.

Sincerely,


Leonard P. Marszalek, AIA
Chief Operating Officer

cc: Faye Nelson, DRFC President & CEO

Great Lakes Fishery Trust

GLFT Project #2005.692

Final Report

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Detroit RiverFront Conservancy
Great Lakes Fishery Trust Grant #2005-692
Final Report
For the Period 11/1/2005 – 12/31/2006

For the past two years, the Detroit RiverFront Conservancy (DRFC) has been involved in the construction of the East Riverfront project along the Detroit River, which consists of a 3.5 mile walkway, two of four planned plazas and pavilions, landscaping and utilities. The project is over 75% complete, with plazas and pavilions at the foot of Rivard Street and the Gabriel Richard Park due to open in spring 2007. The East Riverfront project will transform the near east side of the Detroit riverfront and will engage, involve and benefit the nearby community.

One of the most important aspects of the riverfront transformation is providing access to a portion of the Detroit River that has been inaccessible in the past due to the property's industrial usage. It is an important goal of the Conservancy to create not only access to the water, but also to provide residents and visitors with a venue from which to pursue water-based recreation: near-shore fishing.

This report addresses the progress made by the DRFC in the area of the construction of a fishing venue at the Gabriel Richard Park on the Detroit River.

FISHING THE DETROIT RIVER

Early after its inception, the Conservancy met with several groups of Detroit residents to determine what kind of waterfront would facilitate community revitalization. While the design and facilities of the project were discussed, it was also clear from the feedback from the groups that fishing was a major recreational pastime practiced on the river. While many anglers fish from boats, the majority of fishing occurs from the shore where not enough sites exist for successful angling.

The Detroit River is home to over sixty species of fish; many are targets of anglers for both sport and consumption. One spot, the Gabriel Richard Park, is a site for species of fish that migrate at various seasons or have permanent habitation in the Detroit River. Several fish are popular with anglers: walleye, muskellunge, smallmouth bass, white bass, rock bass, freshwater drum, yellow perch, white perch, white sucker and channel catfish.

Catching fish from the river continues year-round, but special interest is the spring run of walleye, which is stocked as part of the DNR's Lake Erie / Lake St. Clair management program. From mid-May to mid-June, fishing in the Detroit River was estimated in 2000 to be 274,000 angler hours and 74,500 walleye harvested. It is clear, however, that anglers fish the Detroit River from shore year-round. Recent

studies indicate that hundreds of thousands of the above-mentioned fish are caught in the Detroit River each year.

Several of the above-mentioned species are commonly caught at the Gabriel Richard Park site, including:

Species	Months
Steelhead	March-April
Walleye	March-April
White Bass	May-July
Perch	May-August
Smallmouth Bass	May-August
Salmon	Sept-Nov

Experienced fishers find that most walleye and smallmouth are caught with night crawlers pinned to crawler harnesses or stand-up jigs. Hopkins spoons, tipped with minnows or fished clean, also rate. For perch, fish minnows or shrimp on a spreader or slider rig are successful baits. Locals like Hot ‘n Tots and other cranks in orange or fluorescent colors for salmon. A few anglers fish spawn, which should attract browns and steelhead.

DESIGN

With all this in mind, the Conservancy determined that the Gabriel Richard Park would be the most logical place for a near-shore fishing venue. The park already has a reputation for being an excellent fishing spot, and its location is convenient to neighboring residents - immediately east of the MacArthur Bridge to Belle Isle. Construction of the Gabriel Richard Park plaza and pavilion began in late 2005.

Once it was determined that a fishing venue was a desired attribute of the East RiverWalk, it was also decided that simply providing a site for fishing would not be enough; creating a place for fish to live and spawn in safety was also important. To that end, a place to encourage fish spawning was included in the design of the riverwalk at Gabriel Richard Park. As a result, contractors dredged, redistributed 295 cubic yards of existing riprap and placed an additional 100 cubic yards of riprap along the shoreline in order to improve the fishing habitat in that section of the Riverwalk.

Two fishing areas have been constructed on the eastern and western-most points of the park as part of the riverfront promenade. To accommodate the maximum number of anglers at any one time, they have an arc design (conforming to the overall shape of the pedestrian walkway), and are directly connected to the pedestrian path above by both steps and ramps. Benches and several fishing rod

holders were installed at the lowered guardrail posts in the fishing areas to for the benefit of both able and handicapped anglers.

The plaza and pavilion are located mid-way between the two fishing areas. The riverwalk plaza is approximately 950 feet in length overall and varies in width, measuring about 50 feet at its widest point. The pavilion includes a building for two concession stands and utilities. A tensile structure canopy for shelter from the sun is located adjacent to the building. The promenade is of concrete pavers and colored concrete construction and includes benches and lighting. Guardrails, ramps and steps provide access to the fishing areas. On the plaza, two butterfly gardens and interactive water feature are available, as are a bicycle rack and an automatic public toilet.

ACCESSIBILITY

Access to the plaza is available from the north and west by foot, bicycle and wheelchair. Visitors traveling to the plaza by public transportation have a 600 foot walk from Jefferson Avenue at the north side of the park to the western fishing site. In the spring of 2007, visitors traveling by car will have parking available in a lot located in the north-east corner of the park (accessible from Jefferson Avenue). The lot will provide parking for the handicapped. The distance from the parking area to the eastern fishing site is approximately 600 feet.

Both Jefferson Avenue and the parking lot are connected to the plaza by sidewalks. All paths and walkways in the park, on the promenade and at the fishing platforms are barrier-free and are universally accessible. All lighting and security measures will be in place and fully operational by spring, 2007.

The ramps from the pedestrian path to the lower fishing decks were designed with an accessible slope and meet ADAAG and State of Michigan design standards for users with challenged and wheeled mobility. Each deck is twelve feet wide and 200 feet long, providing ample space for numerous anglers. The overall accessibility design has been reviewed by the Michigan Paralyzed Veterans of America.

EDUCATION

Because the riverwalk is a continuous ribbon extending along the shoreline, interpretive signage, educational opportunities and programming and other key instructional elements will be available to all who visit. For instance, the TriCentennial State Park has a stormwater reclamation program (built with funds from the Michigan Department of Environmental Quality) that serves as an instructional tool on natural resource management. Similarly, visitors who walk to the eastern point of the RiverWalk will encounter educational signage about fishing and the fish habitats in the river.

VISITORS TO THE VENUE

People engaged in near-shore fishing who visit the Gabriel Richard Park will find a pleasant, angler-friendly venue with clean, secure conveniences at their disposal. While the park has no camping facilities, visitors from out of town will find numerous accommodations and dining establishments at various price points along Jefferson Avenue.

SUMMARY

Because of this grant from the Great Lakes Fishery Trust, the Detroit RiverFront Conservancy has been able to design and build an area along the Detroit Riverfront that welcomes anglers, provides a viable habitat for fish and encourages the sport of near-shore fishing. For the first time in years, the river is accessible to residents and visitors, able and handicapped, anglers and non-fishers alike. Both the local community and visitors to the area will benefit from this endeavor for years to come.



West Fishing Platform as viewed from the MacArthur Bridge facing east



East Fishing Platform
viewed facing west



West Fishing Platform
viewed facing west



West Fishing Platform
stairs



Funding Support Provided by
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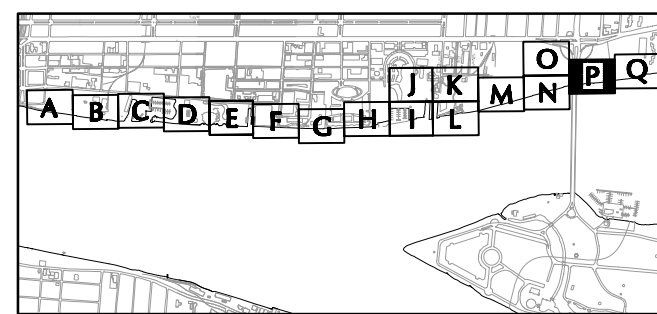
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100% Const. Doc.-Areas F-J	6	05/31/05
Bidding Documents	7	07/18/05
Bulletin 4	1	11/15/05
Bulletin 19	19	03/06/06
Bulletin 26	26	05/01/06
Bulletin 28	28	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Layout Plan -
Area P

Scale 1"=30'

Drawing Number

L-03.16

Project Number 24380.000

SEE SHEET L-03.17 - AREA Q

SEE SHEET L-03.15 - AREA O

SEE SHEET L-03.14 - AREA N

LEGEND

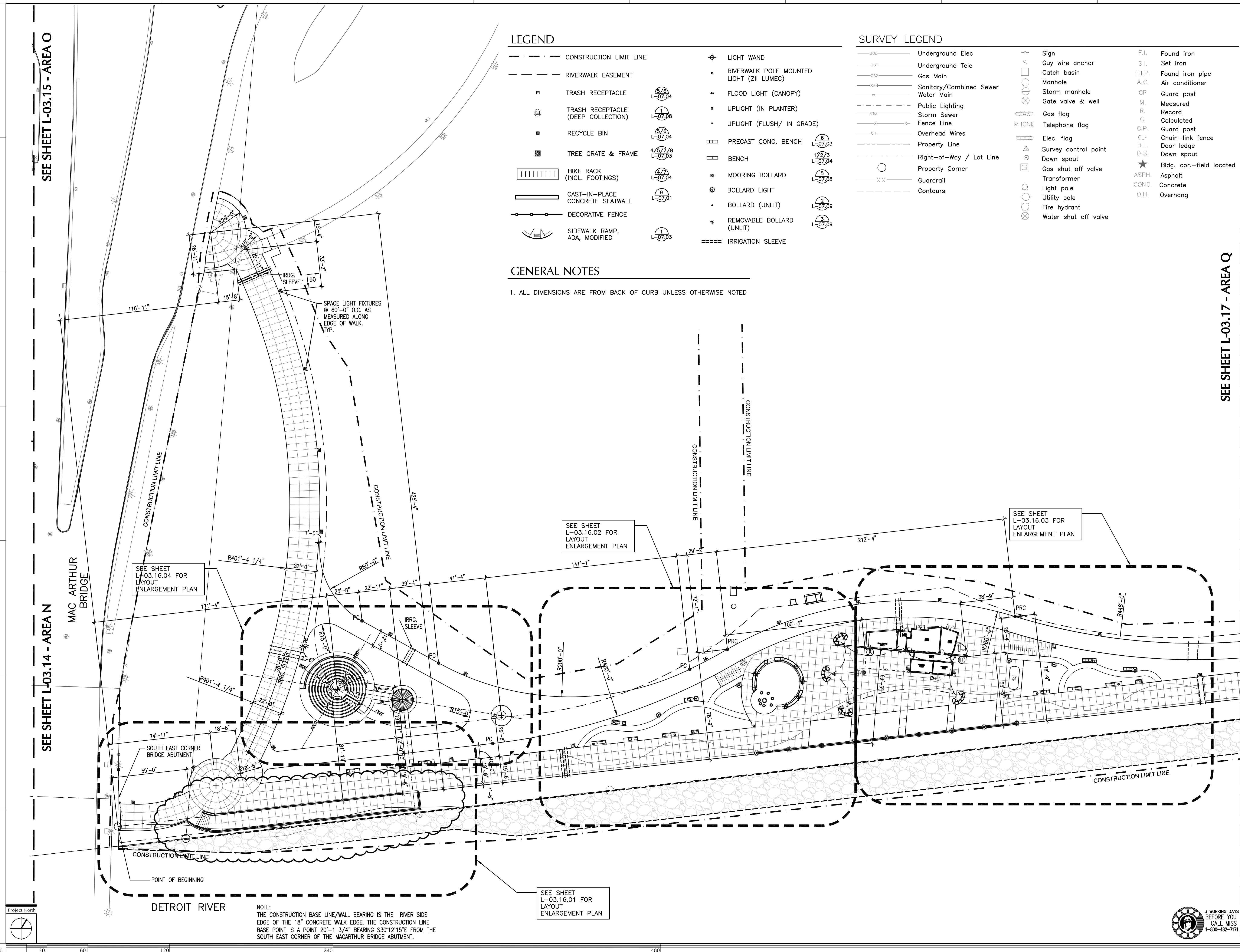
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|--|--|
| --- CONSTRUCTION LIMIT LINE | ⊕ LIGHT WAND |
| - - - RIVERWALK EASEMENT | • RIVERWALK POLE MOUNTED LIGHT (ZII LUMEC) |
| □ TRASH RECEPTACLE (L-07.04) | ⊕ FLOOD LIGHT (CANOPY) |
| ⊕ TRASH RECEPTACLE (DEEP COLLECTION) (L-07.08) | ■ UPLIGHT (IN PLANTER) |
| ■ RECYCLE BIN (L-07.04) | • UPLIGHT (FLUSH/ IN GRADE) |
| ⊕ TREE GRATE & FRAME (L-07.03) | ▬ PRECAST CONC. BENCH (L-07.03) |
| ▬ BIKE RACK (INCL. FOOTINGS) (L-07.04) | ▬ BENCH (L-07.04) |
| ▬ CAST-IN-PLACE CONCRETE SEATWALL (L-07.01) | ■ MOORING BOLLARD (L-07.08) |
| ▬ DECORATIVE FENCE (L-07.03) | ⊕ BOLLARD LIGHT (L-07.09) |
| ▬ SIDEWALK RAMP, ADA, MODIFIED (L-07.03) | • BOLLARD (UNLIT) (L-07.09) |
| | • REMOVABLE BOLLARD (UNLIT) (L-07.09) |
| | ▬ IRRIGATION SLEEVE |

SURVEY LEGEND

- | | | |
|---------------------------------|----------------------------|----------------------------|
| --- Underground Elec | ⊕ Sign | F.I. Found iron |
| --- Underground Tele | ⊕ Guy wire anchor | S.I. Set iron |
| --- GAS Main | ⊕ Catch basin | F.I.P. Found iron pipe |
| --- SAN Sanitary/Combined Sewer | ⊕ Manhole | A.C. Air conditioner |
| --- Water Main | ⊕ Storm manhole | GP Guard post |
| --- Public Lighting | ⊕ Gate valve & well | M. Measured |
| --- Storm Sewer | ⊕ GAS Gas flag | R. Record |
| --- Fence Line | ⊕ TELEPHONE Telephone flag | C. Calculated |
| --- Overhead Wires | ⊕ Elec. flag | G.P. Guard post |
| --- Property Line | ⊕ Survey control point | CLF Chain-link fence |
| --- Right-of-Way / Lot Line | ⊕ Down spout | D.L. Door ledge |
| --- Property Corner | ⊕ Gas shut off valve | D.S. Down spout |
| --- Guardrail | ⊕ Transformer | ★ Bldg. cor.-field located |
| --- Contours | ⊕ Light pole | ASPH. Asphalt |
| | ⊕ Utility pole | CONC. Concrete |
| | ⊕ Fire hydrant | O.H. Overhang |
| | ⊕ Water shut off valve | |

GENERAL NOTES

1. ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED



SEE SHEET L-03.16.04 FOR LAYOUT ENLARGEMENT PLAN

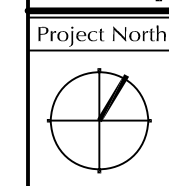
SEE SHEET L-03.16.02 FOR LAYOUT ENLARGEMENT PLAN

SEE SHEET L-03.16.03 FOR LAYOUT ENLARGEMENT PLAN

SEE SHEET L-03.16.01 FOR LAYOUT ENLARGEMENT PLAN

NOTE:
THE CONSTRUCTION BASE LINE/WALL BEARING IS THE RIVER SIDE EDGE OF THE 18" CONCRETE WALK EDGE. THE CONSTRUCTION LINE BASE POINT IS A POINT 20'-1 3/4" BEARING S30°12'15"E FROM THE SOUTH EAST CORNER OF THE MACARTHUR BRIDGE ABUTMENT.

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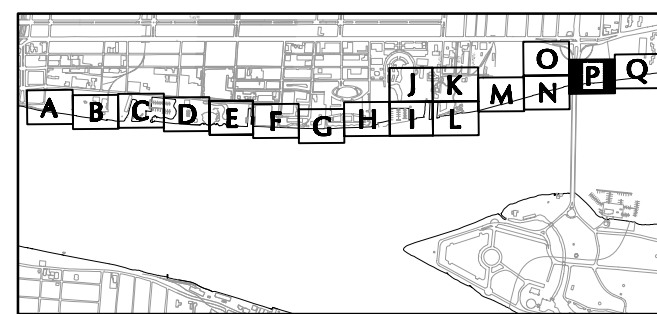
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Seals and Signatures

Key Plan



Drawing Title

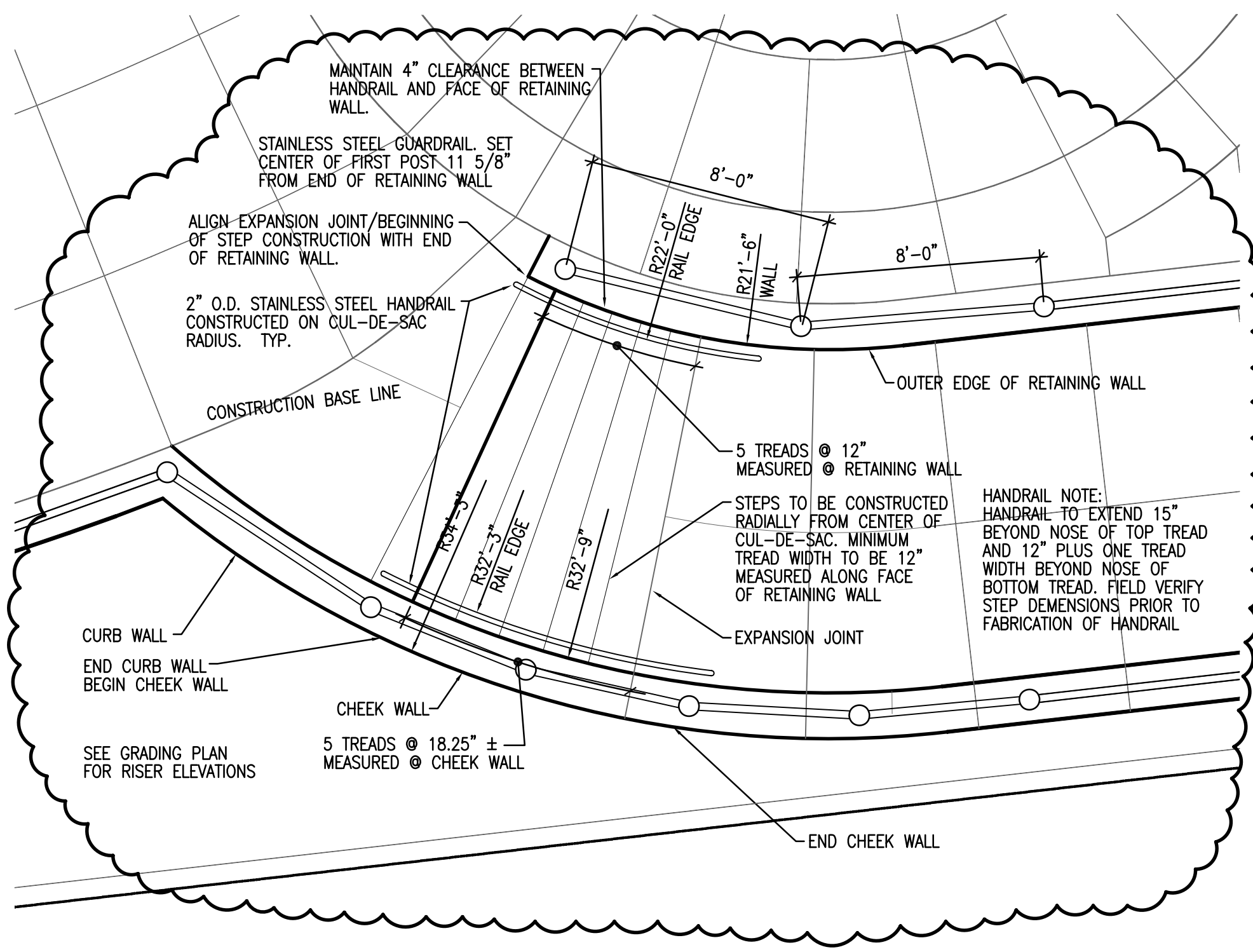
Layout
Enlargement-
Area P

Scale 1"=10'

Drawing Number

L-03.16.01

Project Number 24380.000



2 ENLARGED PLAN - WEST FISHING PLATFORM STEPS
L-03.16.01 ENLARGED PLAN SCALE 1" = 4'-0"

SURVEY LEGEND

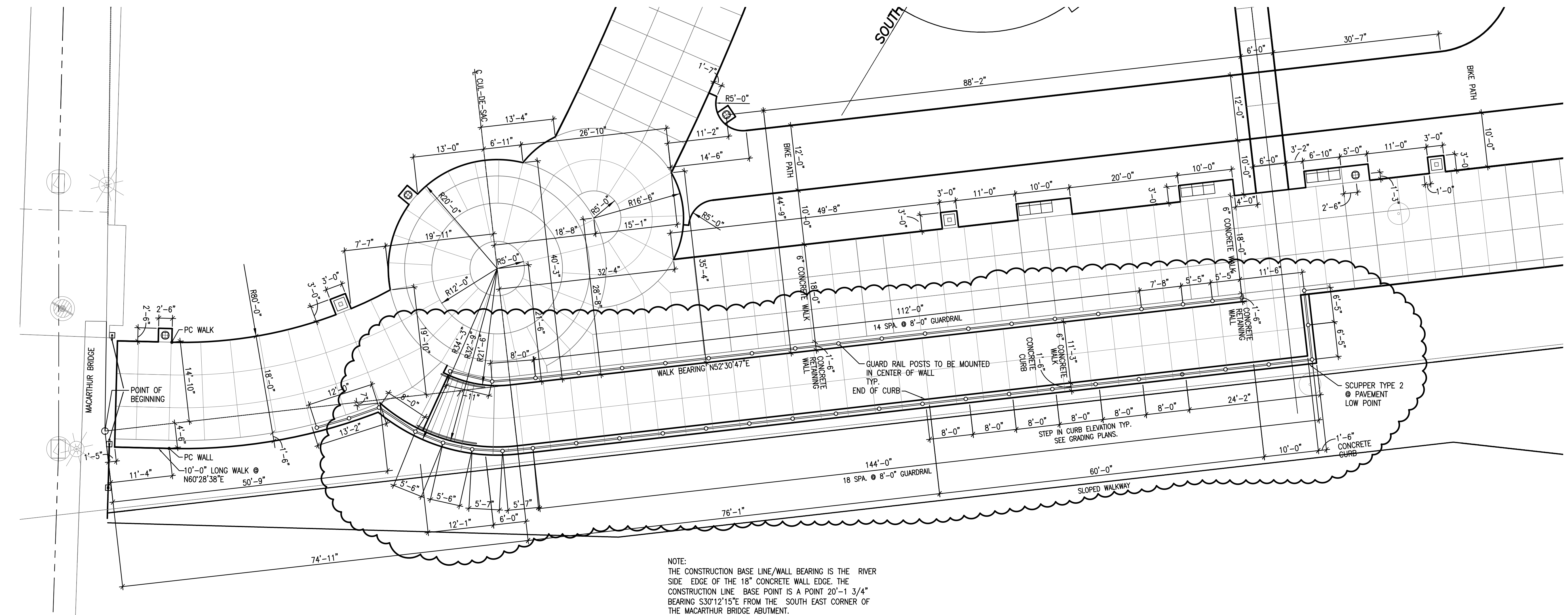
Underground Elec	Sign	F.I.	Found iron
Underground Tele	Guy wire anchor	S.I.	Set iron
Gas Main	Catch basin	F.I.P.	Found iron pipe
Sanitary/Combined Sewer	Manhole	A.C.	Air conditioner
Water Main	Storm manhole	GP	Guard post
Public Lighting	Gate valve & well	M.	Measured
Storm Sewer	Gas flag	R.	Record
Fence Line	Telephone flag	C.	Calculated
Overhead Wires	Elec. flag	G.P.	Guard post
Property Line	Survey control point	OLF	Chain-link fence
Right-of-Way / Lot Line	Down spout	D.L.	Door ledge
Property Corner	Gas shut off valve	D.S.	Down spout
Guardrail	Transformer	★	Bldg. cor.-field located
Contours	Light pole	ASPH.	Asphalt
	Utility pole	CONC.	Concrete
	Fire hydrant	O.H.	Overhang
	Water shut off valve		

LEGEND

CONSTRUCTION LIMIT LINE	⊕	LIGHT WAND
RIVERWALK EASEMENT	•	RIVERWALK POLE MOUNTED LIGHT (ZII LUMEC)
TRASH RECEPTACLE	•	FLOOD LIGHT (CANOPY)
TRASH RECEPTACLE (DEEP COLLECTION)	•	UPLIGHT (IN PLANTER)
RECYCLE BIN	•	UPLIGHT (FLUSH/ IN GRADE)
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CAST-IN-PLACE CONCRETE SEATWALL	▢	MOORING BOLLARD
DECORATIVE FENCE	▢	BOLLARD LIGHT
SIDEWALK RAMP, ADA, MODIFIED	▢	BOLLARD (UNLIT)
	•	REMOVABLE BOLLARD (UNLIT)
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1 ENLARGED PLAN - GABRIEL RICHARD WEST CUL-DE-SAC AREA
L-03.16.01 ENLARGED PLAN

SCALE 1" = 10'-0"



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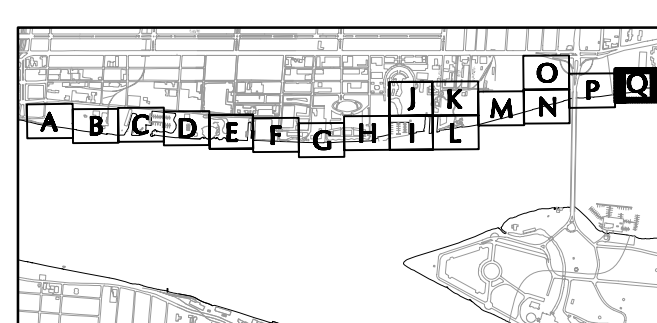
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Key Plan



Drawing Title

Layout Plan -
Area Q

Scale 1"=30'

Drawing Number

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SURVEY LEGEND

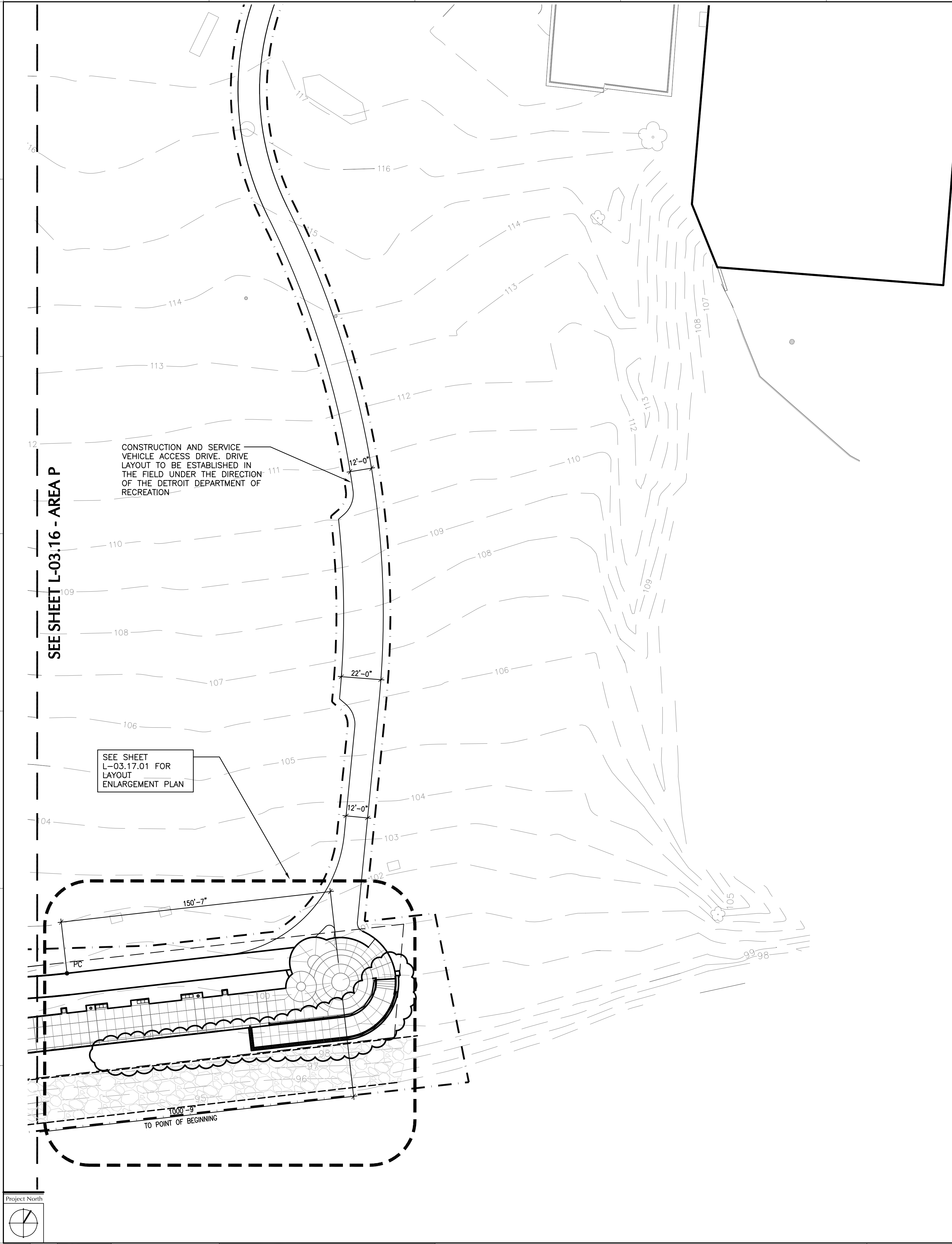
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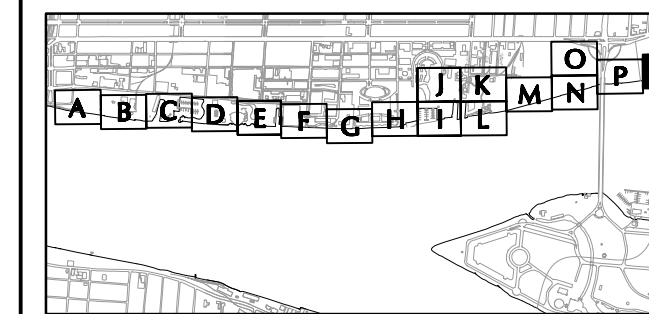
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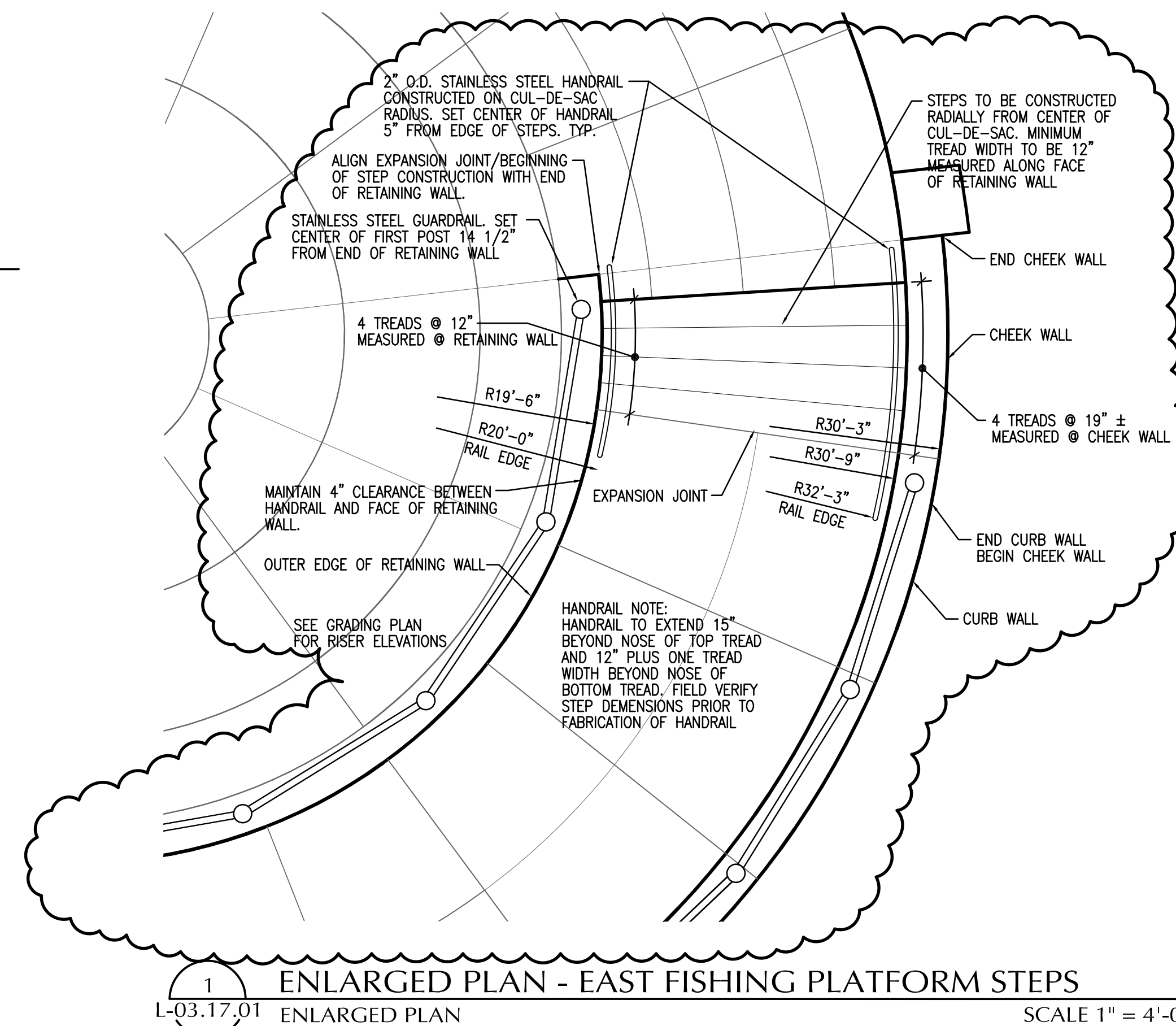
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	Water shut off valve	O.H.	Overhang

LEGEND

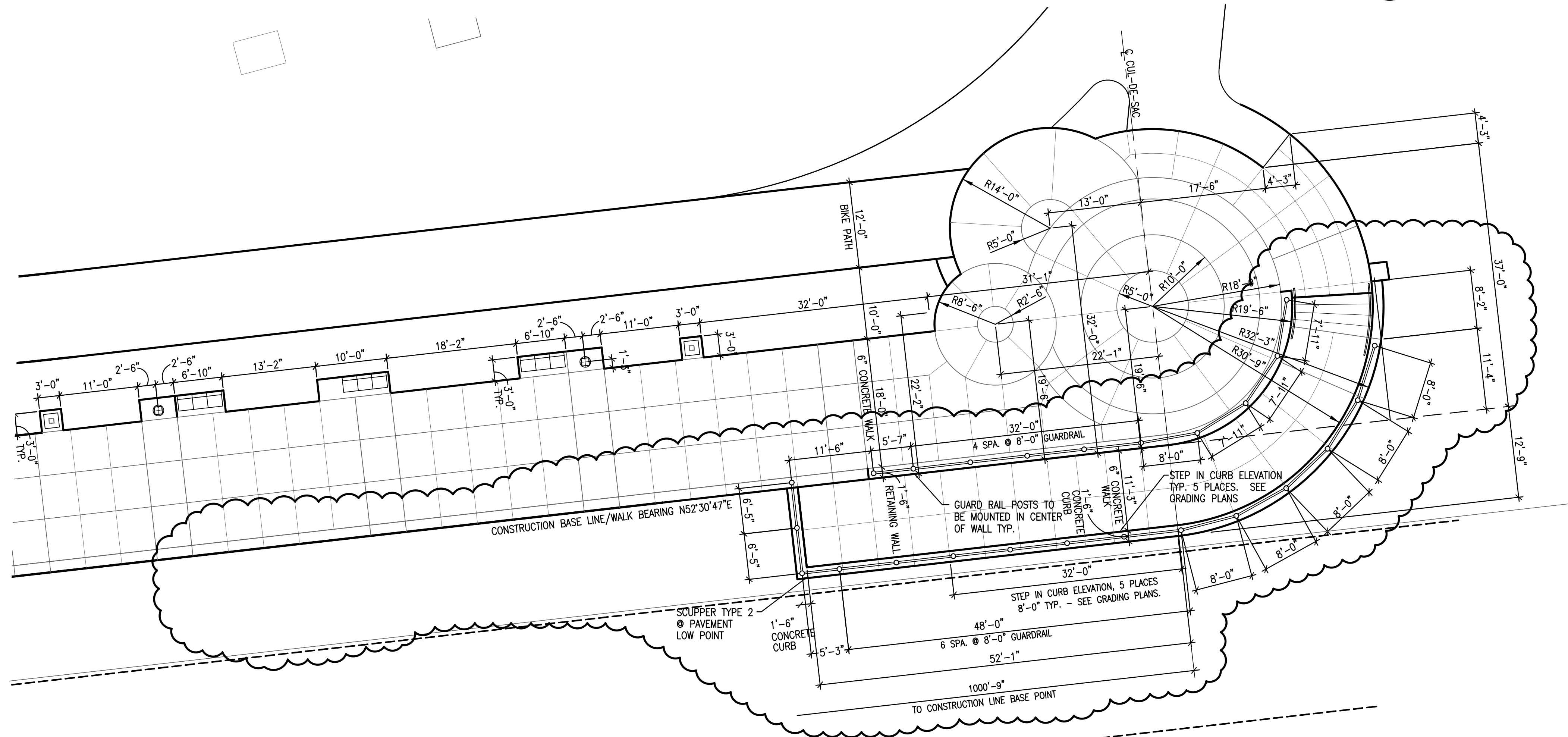
----- CONSTRUCTION LIMIT LINE	○ LIGHT WAND
----- RIVERWALK EASEMENT	● RIVERWALK POLE MOUNTED LIGHT (ZII LUMEC)
□ TRASH RECEPTACLE L-07.04	◆ FLOOD LIGHT (CANOPY)
○ TRASH RECEPTACLE (DEEP COLLECTION) L-07.08	■ UPLIGHT (IN PLANTER)
□ RECYCLE BIN L-07.04	• UPLIGHT (FLUSH/ IN GRADE)
▣ TREE GRATE & FRAME 4/5/7/8 L-07.03	▤ PRECAST CONC. BENCH L-07.03
▩ BIKE RACK (INCL. FOOTINGS) L-07.04	□ BENCH L-07.04
▬ CAST-IN-PLACE CONCRETE SEATWALL L-07.01	■ MOORING BOLLARD L-07.08
--- DECORATIVE FENCE L-07.03	○ BOLLARD LIGHT L-07.09
▬ SIDEWALK RAMP, ADA, MODIFIED L-07.03	• BOLLARD (UNLIT) L-07.09
	○ REMOVABLE BOLLARD (UNLIT) L-07.09
	▬ IRRIGATION SLEEVE

GENERAL NOTES

1. ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED

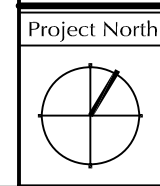


1 ENLARGED PLAN - EAST FISHING PLATFORM STEPS
L-03.17.01 ENLARGED PLAN SCALE 1" = 4'-0"



1 ENLARGED PLAN - GABRIEL RICHARD EAST CUL-DE-SAC AREA
L-03.17.01 ENLARGED PLAN

SCALE 1" = 10'-0"





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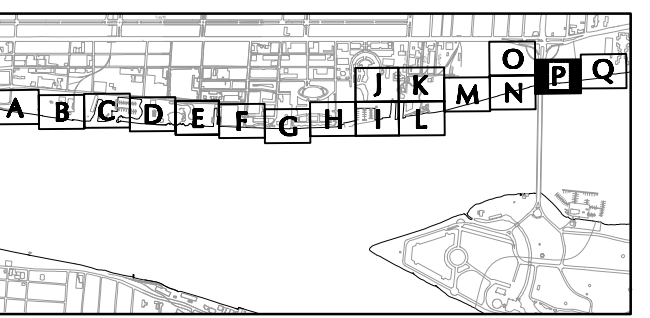
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100% Const. Doc.-Areas F-J	6	05/31/05
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Addendum 1	▲	08/11/05
Bulletin 4	□	11/15/05
Bulletin 19	□	03/06/06
Bulletin 26	□	05/01/06
Bulletin 28	□	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Material Plan -
Area P

Scale 1"=30'

Drawing Number

L-04.16

Project Number 24380.000



3 WORKING DAYS
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LEGEND

[Symbol]	TYPE 1- 6" COLORED CONC. (LIMESTONE- C-20)	[Symbol]	TRASH RECEPTACLE
[Symbol]	TYPE 2- 6" COLORED CONC. (COACHELLA SAND- C-15)	[Symbol]	TRASH RECEPTACLE (DEEP COLLECTION)
[Symbol]	TYPE 3- 6" COLORED CONC. (CHARCOAL- C-24)	[Symbol]	RECYCLE BIN
[Symbol]	TYPE 4- 6" COLORED CONC. (CHICORY SPICE- 1078)	[Symbol]	TREE GRATE & FRAME
[Symbol]	TYPE 5- 6" COLORED CONC. (ETRUSCAN TILE- 1015)	[Symbol]	BIKE RACK (INCL. FOOTINGS)
[Symbol]	TYPE 1- 8" COLORED CONC. (LIMESTONE- C-20)	[Symbol]	CAST-IN-PLACE CONCRETE SEATWALL
[Symbol]	TYPE 2- 8" COLORED CONC. (COACHELLA SAND- C-15)	[Symbol]	BRICK SEATWALL
[Symbol]	TYPE 3- 8" COLORED CONC. (CHARCOAL- C-24)	[Symbol]	DECORATIVE FENCE
[Symbol]	CONCRETE UNIT PAVERS (REFER TO ENLARGEMENT PLANS FOR COLOR)	[Symbol]	LIGHT WAND
[Symbol]	GRANITE PAVEMENT	[Symbol]	RIVERWALK POLE MOUNTED LIGHT
[Symbol]	BITUMINOUS PAVEMENT (BIKE PATH)	[Symbol]	FLOOD LIGHT (CANOPY)
[Symbol]	DEEP STRENGTH BITUMINOUS PAVEMENT	[Symbol]	UP LIGHT (IN LANDSCAPE AREA)
[Symbol]	AGGREGATE PVMT (GARDEN PATH)	[Symbol]	UP LIGHT (FLUSH/ IN GRADE)
[Symbol]	STABILIZED EARTH DRIVE	[Symbol]	PRECAST CONC. BENCH
[Symbol]	6" CONCRETE PAVEMENT (NO COLOR)	[Symbol]	BENCH
[Symbol]	8" CONCRETE PAVEMENT (NO COLOR)	[Symbol]	MOORING BOLLARD (REFER TO RIVER EDGE REPAIR & MOD. PLANS)
[Symbol]		[Symbol]	BOLLARD LIGHT
[Symbol]		[Symbol]	BOLLARD (NO LIGHT)
[Symbol]		[Symbol]	REMOVABLE BOLLARD (NO LIGHT)
[Symbol]		[Symbol]	SIDEWALK RAMP, ADA, MODIFIED
[Symbol]		[Symbol]	RIVERWALK EASEMENT

SURVEY LEGEND

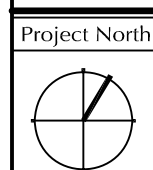
[Symbol]	Underground Elec	[Symbol]	Sign	[Symbol]	F.I.	Found iron
[Symbol]	Underground Tele	[Symbol]	Guy wire anchor	[Symbol]	S.I.	Set iron
[Symbol]	Gas Main	[Symbol]	Catch basin	[Symbol]	F.I.P.	Found iron pipe
[Symbol]	Sanitary/Combined Sewer Water Main	[Symbol]	Manhole	[Symbol]	A.C.	Air conditioner
[Symbol]	Public Lighting	[Symbol]	Storm manhole	[Symbol]	GP	Guard post
[Symbol]	Storm Sewer	[Symbol]	Gate valve & well	[Symbol]	M.	Measured
[Symbol]	Fence Line	[Symbol]	Gas flag	[Symbol]	R.	Record
[Symbol]	Overhead Wires	[Symbol]	Telephone flag	[Symbol]	C.	Calculated
[Symbol]	Property Line	[Symbol]	Elec. flag	[Symbol]	G.P.	Guard post
[Symbol]	Right-of-Way / Lot Line	[Symbol]	Survey control point	[Symbol]	CLF	Chain-link fence
[Symbol]	Property Corner	[Symbol]	Down spout	[Symbol]	D.L.	Door ledge
[Symbol]	Guardrail	[Symbol]	Gas shut off valve	[Symbol]	D.S.	Down spout
[Symbol]	Contours	[Symbol]	Transformer	[Symbol]	★	Bldg. cor.-field located
[Symbol]		[Symbol]	Light pole	[Symbol]	ASPH.	Asphalt
[Symbol]		[Symbol]	Utility pole	[Symbol]	CONC.	Concrete
[Symbol]		[Symbol]	Fire hydrant	[Symbol]	O.H.	Overhang
[Symbol]		[Symbol]	Water shut off valve			

SEE SHEET L-04.15 - AREA O

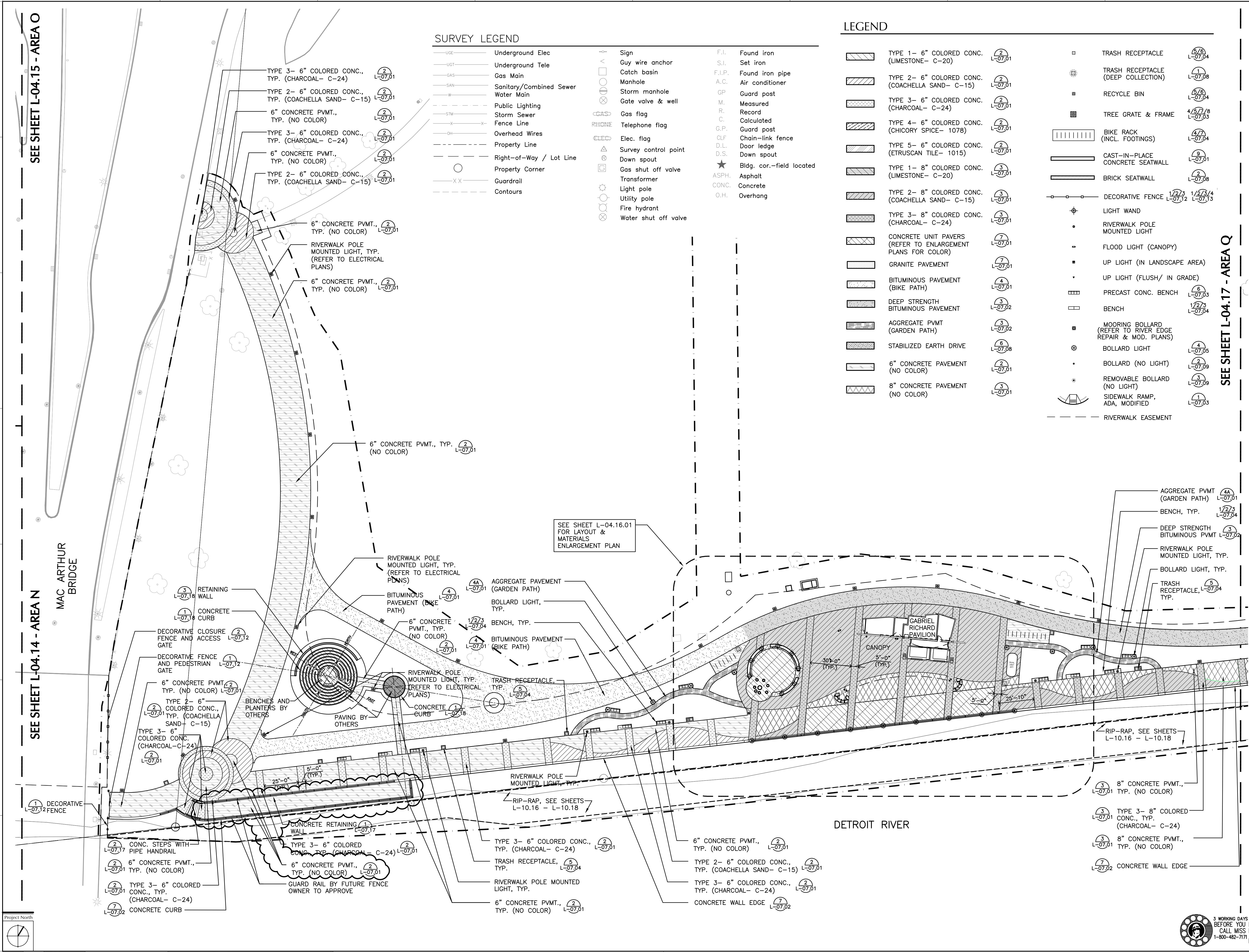
SEE SHEET L-04.14 - AREA N

SEE SHEET L-04.17 - AREA Q

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0 30 60 120 240 480



SEE SHEET L-04.16.01 FOR LAYOUT & MATERIALS ENLARGEMENT PLAN

RIP-RAP, SEE SHEETS L-10.16 - L-10.18

RIP-RAP, SEE SHEETS L-10.16 - L-10.18

DETROIT RIVER

GABRIEL RICHARD PAVILION

8" CONCRETE PVMT., TYP. (NO COLOR)

TYPE 3- 8" COLORED CONC., TYP. (CHARCOAL- C-24)

8" CONCRETE PVMT., TYP. (NO COLOR)

CONCRETE WALL EDGE

6" CONCRETE PVMT., TYP. (NO COLOR)

TYPE 2- 6" COLORED CONC., TYP. (COACHELLA SAND- C-15)

TYPE 3- 6" COLORED CONC., TYP. (CHARCOAL- C-24)

CONCRETE WALL EDGE

TYPE 3- 6" COLORED CONC., TYP. (CHARCOAL- C-24)

TRASH RECEPTACLE, TYP.

RIVERWALK POLE MOUNTED LIGHT, TYP.

6" CONCRETE PVMT., TYP. (NO COLOR)

CONC. STEPS WITH PIPE HANDRAIL

6" CONCRETE PVMT., TYP. (NO COLOR)

TYPE 3- 6" COLORED CONC., TYP. (CHARCOAL- C-24)

CONCRETE CURB

TYPE 3- 6" COLORED CONC., TYP. (CHARCOAL- C-24)

6" CONCRETE PVMT., TYP. (NO COLOR)

GUARD RAIL BY FUTURE FENCE OWNER TO APPROVE

RETAINING WALL

CONCRETE CURB

DECORATIVE CLOSURE FENCE AND ACCESS GATE

DECORATIVE FENCE AND PEDESTRIAN GATE

6" CONCRETE PVMT. TYP. (NO COLOR)

TYPE 2- 6" COLORED CONC., TYP. (COACHELLA SAND- C-15)

TYPE 3- 6" COLORED CONC. (CHARCOAL- C-24)

BENCHES AND PLANTERS BY OTHERS

PAVING BY OTHERS

CONCRETE CURB

RIVERWALK POLE MOUNTED LIGHT, TYP. (REFER TO ELECTRICAL PLANS)

TRASH RECEPTACLE, TYP.

BITUMINOUS PAVEMENT (BIKE PATH)

6" CONCRETE PVMT., TYP. (NO COLOR)

AGGREGATE PAVEMENT (GARDEN PATH)

BOLLARD LIGHT, TYP.

BENCH, TYP.

RIVERWALK POLE MOUNTED LIGHT, TYP. (REFER TO ELECTRICAL PLANS)

BITUMINOUS PAVEMENT (BIKE PATH)

6" CONCRETE PVMT., TYP. (NO COLOR)

BITUMINOUS PAVEMENT (BIKE PATH)

TRASH RECEPTACLE, TYP.

CONCRETE CURB

RIVERWALK POLE MOUNTED LIGHT, TYP. (REFER TO ELECTRICAL PLANS)

TRASH RECEPTACLE, TYP.

AGGREGATE PAVEMENT (GARDEN PATH)

BOLLARD LIGHT, TYP.

BENCH, TYP.

BITUMINOUS PAVEMENT (BIKE PATH)

6" CONCRETE PVMT., TYP. (NO COLOR)

AGGREGATE PAVEMENT (GARDEN PATH)



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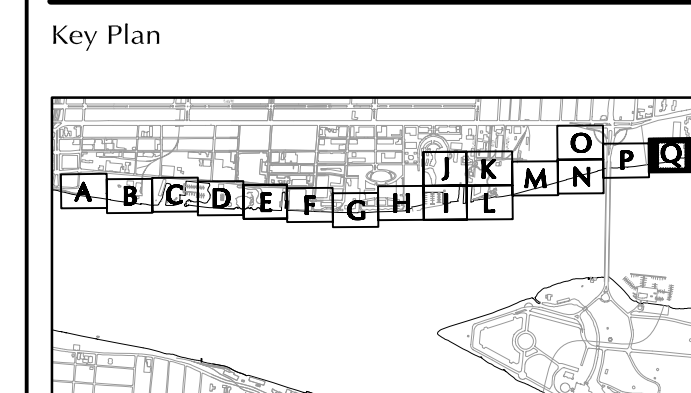
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Addendum 1	△	08/11/05
Bulletin 4	□	11/15/05
Bulletin 19	□	03/06/06
Bulletin 28	□	05/31/06

Seals and Signatures



Drawing Title
Material Plan - Area Q

Scale
 1"=30'

Drawing Number
L-04.17

Project Number
 24380.000

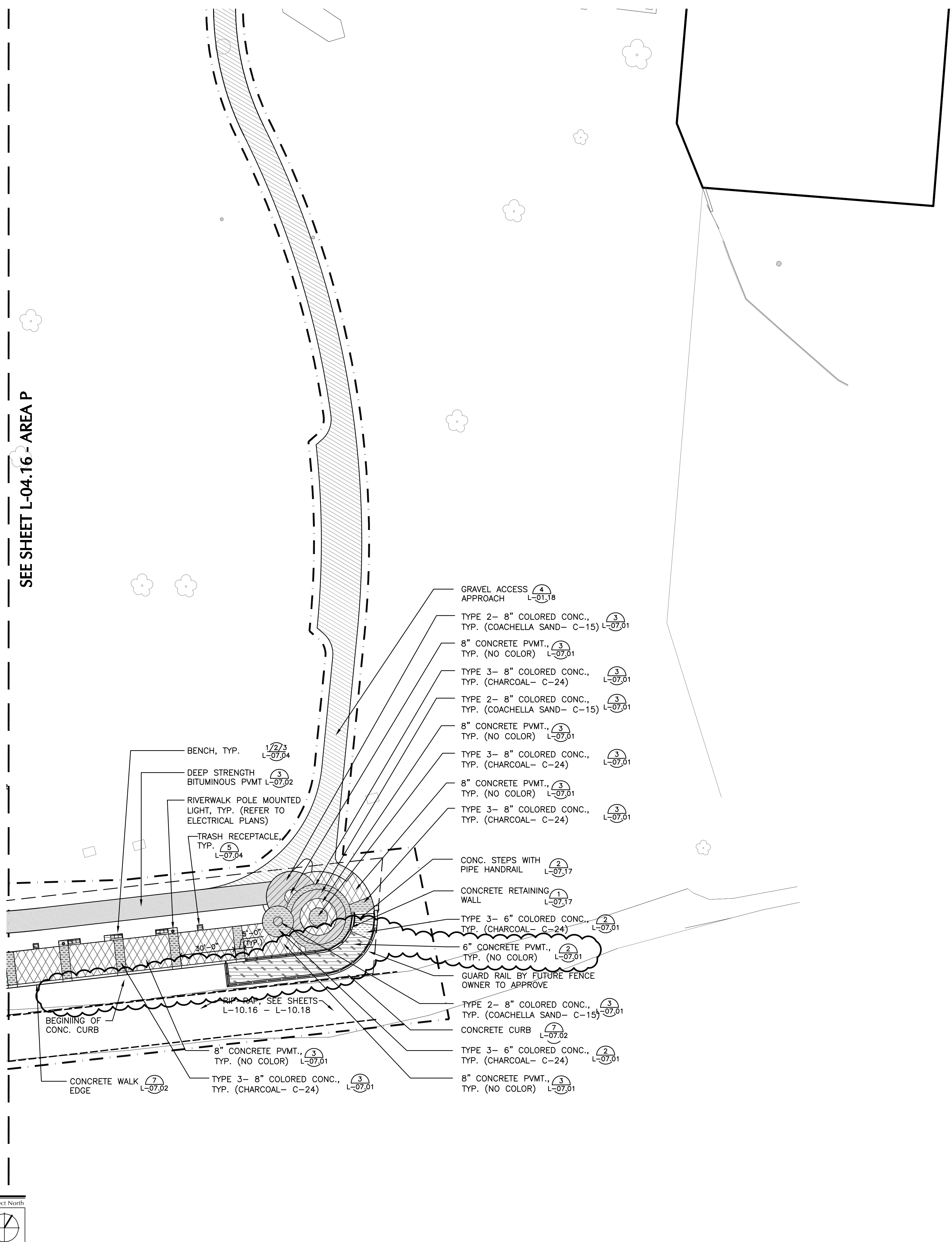
LEGEND

	TYPE 1- 6" COLORED CONC. (LIMESTONE- C-20)		TRASH RECEPTACLE	
	TYPE 2- 6" COLORED CONC. (COACHELLA SAND- C-15)		TRASH RECEPTACLE (DEEP COLLECTION)	
	TYPE 3- 6" COLORED CONC. (CHARCOAL- C-24)		RECYCLE BIN	
	TYPE 4- 6" COLORED CONC. (CHICORY SPICE- 107B)		TREE GRATE & FRAME	
	TYPE 5- 6" COLORED CONC. (ETRUSCAN TILE- 1015)		BIKE RACK (INCL. FOOTINGS)	
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	TYPE 2- 8" COLORED CONC. (COACHELLA SAND- C-15)		BRICK SEATWALL	
	TYPE 3- 8" COLORED CONC. (CHARCOAL- C-24)		DECORATIVE FENCE	
	CONCRETE UNIT PAVERS (REFER TO ENLARGEMENT PLANS FOR COLOR)		LIGHT WAND	
	GRANITE PAVEMENT		RIVERWALK POLE MOUNTED LIGHT	
	BITUMINOUS PAVEMENT (BIKE PATH)		FLOOD LIGHT (CANOPY)	
	DEEP STRENGTH BITUMINOUS PAVEMENT		UP LIGHT (IN LANDSCAPE AREA)	
	AGGREGATE PVMT (GARDEN PATH)		UP LIGHT (FLUSH/ IN GRADE)	
	STABILIZED EARTH DRIVE		PRECAST CONC. BENCH	
	6" CONCRETE PAVEMENT (NO COLOR)		BENCH	
	8" CONCRETE PAVEMENT (NO COLOR)		MOORING BOLLARD (REFER TO RIVER EDGE REPAIR & MOD. PLANS)	
			BOLLARD LIGHT	
			BOLLARD (NO LIGHT)	
			REMOVABLE BOLLARD (NO LIGHT)	
			SIDEWALK RAMP, ADA, MODIFIED	
			RIVERWALK EASEMENT	

SURVEY LEGEND

	Underground Elec		Sign		Found iron
	Underground Tele		Guy wire anchor		Set iron
	Gas Main		Catch basin		Found iron pipe
	Sanitary/Combined Sewer Water Main		Manhole		Air conditioner
	Public Lighting		Storm manhole		Guard post
	Storm Sewer		Gate valve & well		Measured
	Fence Line		Gas flag		Record
	Overhead Wires		Telephone flag		Calculated
	Property Line		Elec. flag		Guard post
	Right-of-Way / Lot Line		Survey control point		Chain-link fence
	Property Corner		Down spout		Door ledge
	Guardrail		Gas shut off valve		Down spout
	Contours		Transformer		Bldg. cor.-field located
			Light pole		Asphalt
			Utility pole		Concrete
			Fire hydrant		Overhang
			Water shut off valve		

SEE SHEET L-04.16 - AREA P





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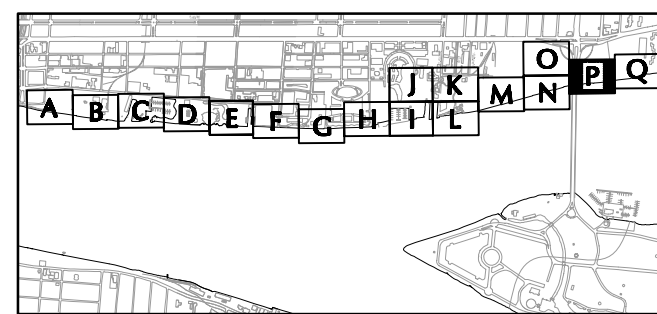
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Bulletin 4	□	11/15/05
Bulletin 13	□	01/24/06
Bulletin 26	□	05/01/06
Bulletin 28	□	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Grading Plan -
Area P

Scale 1"=30'

Drawing Number

L-05.16

Project Number 24380.000

LEGEND

- Proposed Contour
- Existing Contour
- Proposed Spot
- Existing Spot
- Temp. Cons Easement/
Construction Limit Line
- RiverWalk Easement
(at fence line)

GRADING NOTES:

- Elevations in City of Detroit Datum (CCD) (CCD + 479.76 = NGVD29)
- All construction shall be done in accordance with the City of Detroit standard specifications for paving and related construction.
- Refer to utility drawings for drainage structure (manholes, catch basins, etc.) and underdrain information.

SURVEY LEGEND

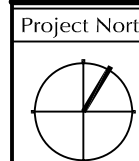
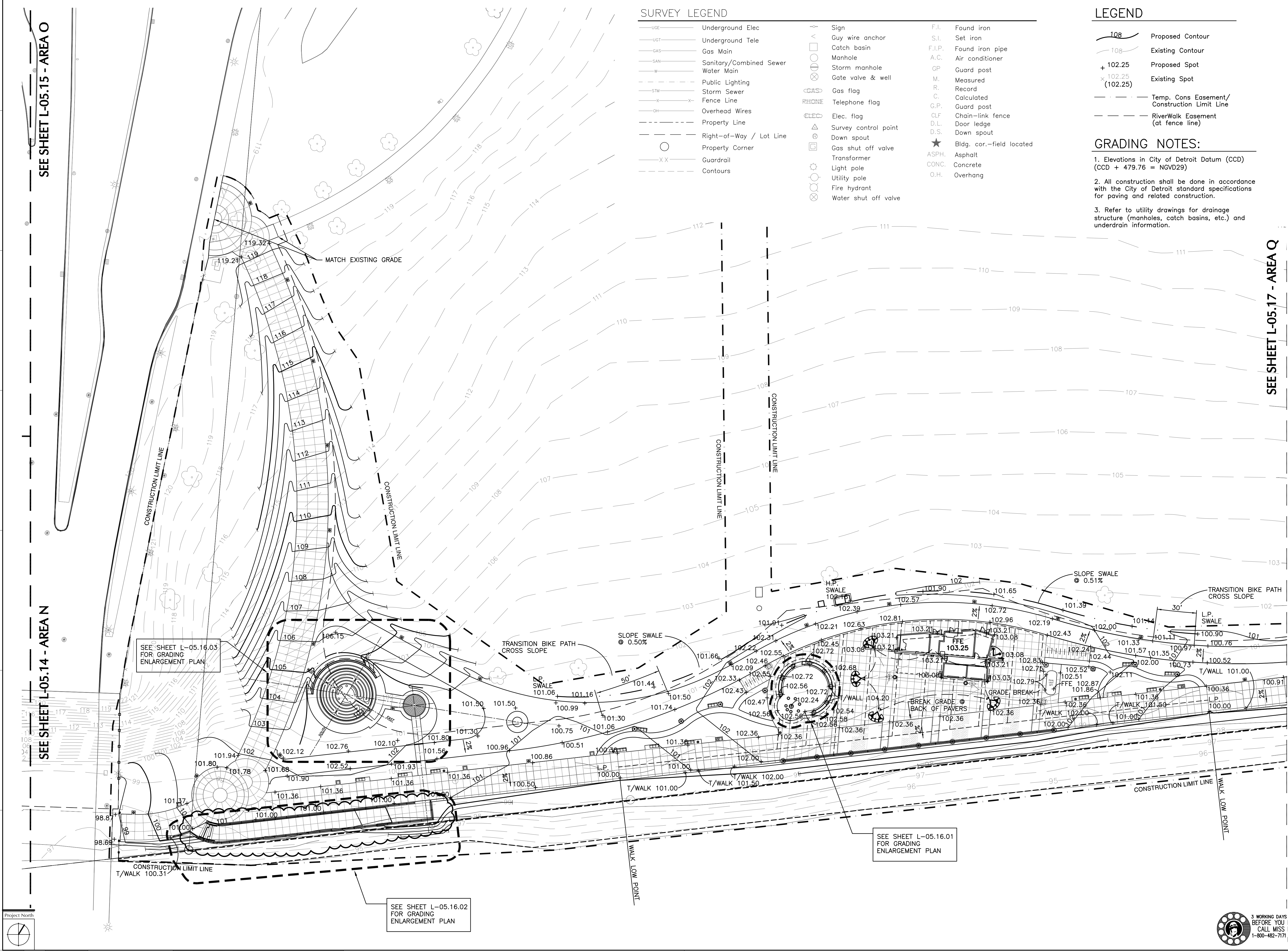
- Underground Elec
- Underground Tele
- Gas Main
- Sanitary/Combined Sewer
Water Main
- Storm Sewer
- Fence Line
- Overhead Wires
- Property Line
- Right-of-Way / Lot Line
- Property Corner
- Guardrail
- Contours
- Sign
- Guy wire anchor
- Catch basin
- Manhole
- Storm manhole
- Gate valve & well
- Gas flag
- Telephone flag
- Elec. flag
- Down spout
- Gas shut off valve
- Transformer
- Light pole
- Utility pole
- Fire hydrant
- Water shut off valve
- F.I. Found iron
- S.I. Set iron
- F.I.P. Found iron pipe
- A.C. Air conditioner
- GP Guard post
- R. Record
- C. Calculated
- G.P. Guard post
- CLF Chain-link fence
- D.L. Door ledge
- D.S. Down spout
- ★ Bldg. cor.-field located
- ASPH. Asphalt
- CONC. Concrete
- O.H. Overhang

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SEE SHEET L-05.15 - AREA O

SEE SHEET L-05.14 - AREA N

SEE SHEET L-05.17 - AREA Q





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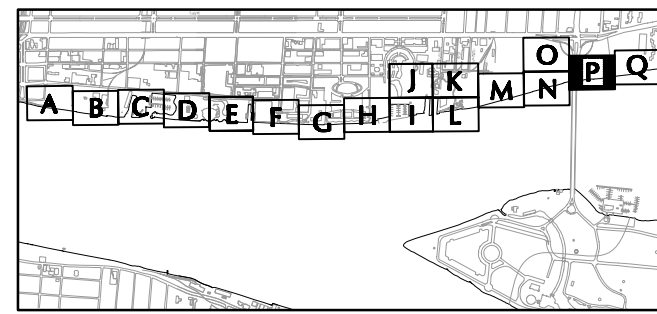
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Bulletin 13	13	01/24/06
Bulletin 28	28	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Grading
Enlargement-
Area P

Scale 1"=10'

Drawing Number

L-05.16.02

Project Number 24380.000



SURVEY LEGEND

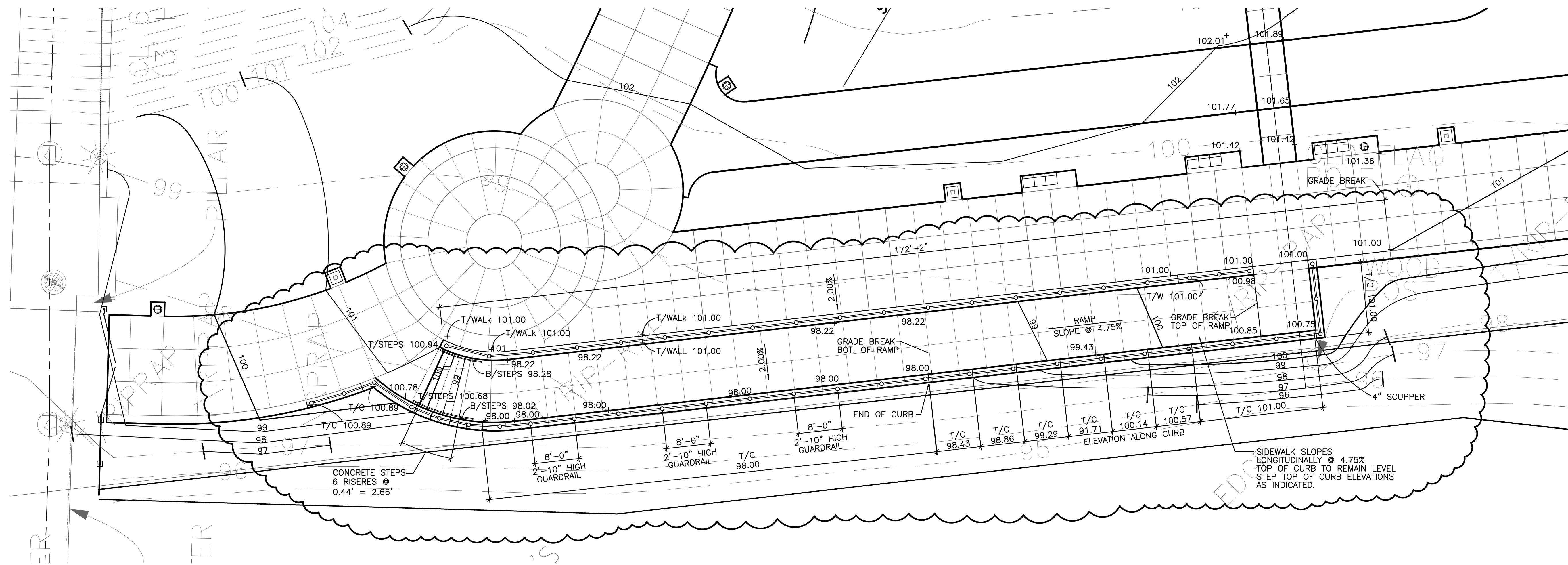
—	Underground Elec	—	Sign	F.I.	Found iron
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—	Sanitary/Combined Sewer	—	Manhole	A.C.	Air conditioner
—	Water Main	—	Storm manhole	GP	Guard post
—	Public Lighting	—	Gate valve & well	M.	Measured
—	Storm Sewer	—	Gas flag	R.	Record
—	Fence Line	—	Telephone flag	C.	Calculated
—	Overhead Wires	—	Elec. flag	G.P.	Guard post
—	Property Line	—	Survey control point	CLF	Chain-link fence
—	Right-of-Way / Lot Line	—	Down spout	D.L.	Door ledge
—	Property Corner	—	Gas shut off valve	D.S.	Down spout
—	Guardrail	—	Transformer	★	Bldg. cor.—field located
—	Contours	—	Light pole	ASPH.	Asphalt
			Utility pole	CONC.	Concrete
			Fire hydrant	O.H.	Overhang
			Water shut off valve		

LEGEND

—108—	Proposed Contour
-108-	Existing Contour
+ 102.25	Proposed Spot
× 102.25 (102.25)	Existing Spot
—	Temp. Cons Easement/ Construction Limit Line
—	RiverWalk Easement (at fence line)

GRADING NOTES:

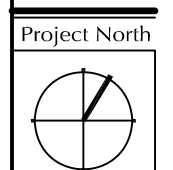
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1 ENLARGED PLAN - GABRIEL RICHARD WEST CUL-DE-SAC AREA
L-05.16.02 ENLARGED PLAN

SCALE 1" = 10'-0"

FILE:P:\24380\000\CAD\CD-PH2-100%\sheet\L-05.16.02-grad.dwg USER:jgreene DATE:Jun, 01 2006 TIME: 08:31 am





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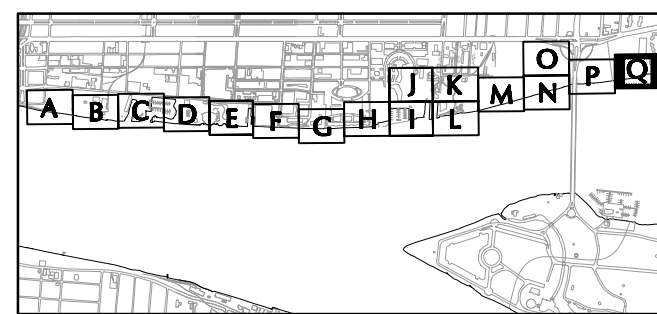
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Bulletin 28	2	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Grading Plan -
Area Q

Scale 1"=30'

Drawing Number

L-05.17

Project Number 24380.000



LEGEND

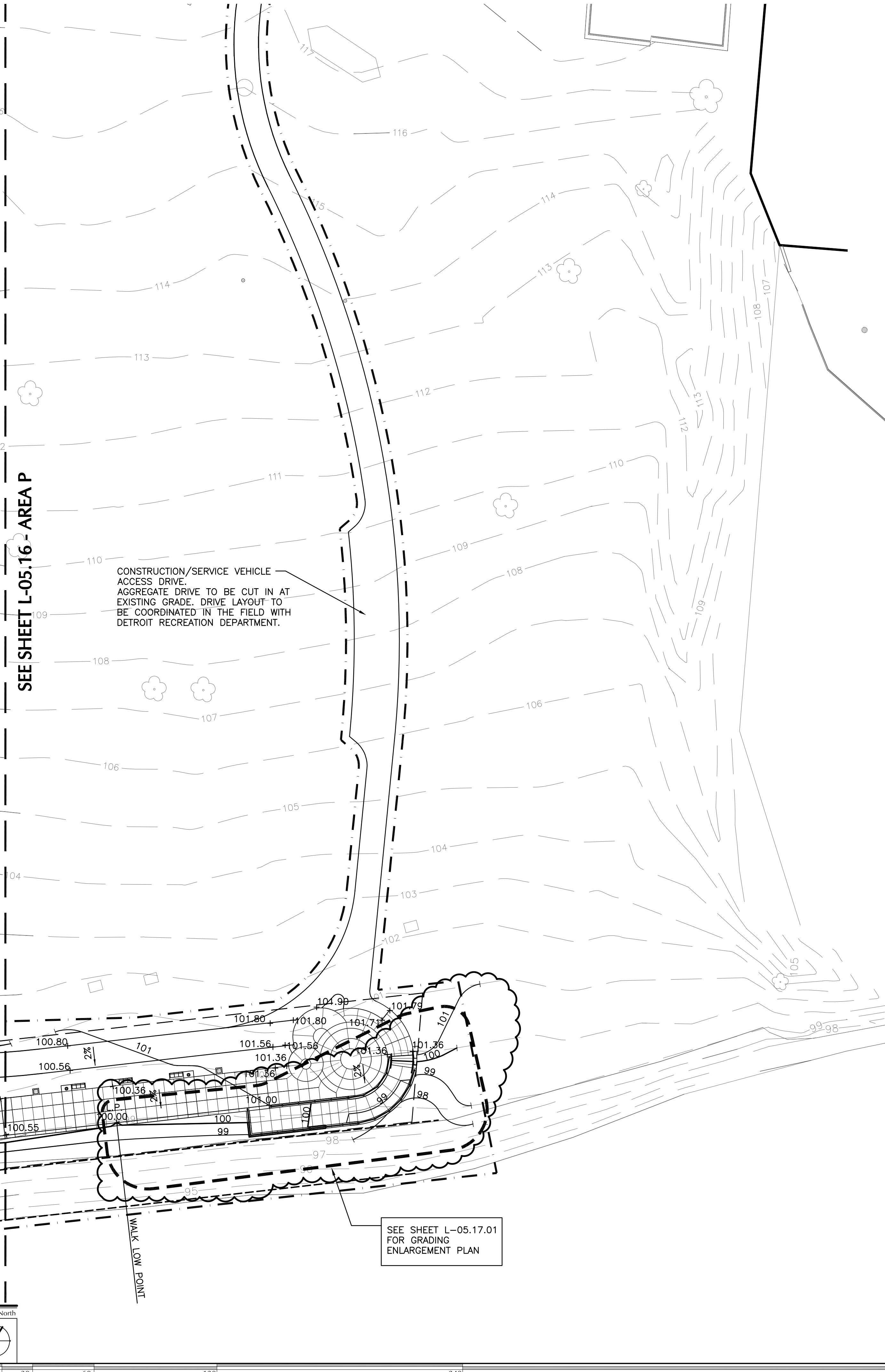
- 108 Proposed Contour
- 108 Existing Contour
- + 102.25 Proposed Spot
- x 102.25 (102.25) Existing Spot
- Temp. Cons Easement/
Construction Limit Line
- RiverWalk Easement
(at fence line)

GRADING NOTES:

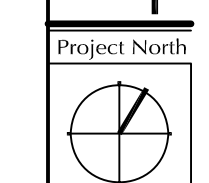
- Elevations in City of Detroit Datum (CCD)
(CCD + 479.76 = NGVD29)
- All construction shall be done in accordance
with the City of Detroit standard specifications
for paving and related construction.
- Refer to utility drawings for drainage
structure (manholes, catch basins, etc.) and
underdrain information.

SURVEY LEGEND

- Underground Elec
- Underground Tele
- Gas Main
- Sanitary/Combined Sewer
- Water Main
- Public Lighting
- Storm Sewer
- Fence Line
- Overhead Wires
- Property Line
- Right-of-Way / Lot Line
- Property Corner
- Guardrail
- Contours
- Sign
- Guy wire anchor
- Catch basin
- Manhole
- Storm manhole
- Gate valve & well
- Gas flag
- Telephone flag
- Elec. flag
- Survey control point
- Down spout
- Gas shut off valve
- Transformer
- Light pole
- Utility pole
- Fire hydrant
- Water shut off valve
- Found iron
- Set iron
- Found iron pipe
- Air conditioner
- Guard post
- Measured
- Record
- Calculated
- Guard post
- Chain-link fence
- Door ledge
- Down spout
- Bldg. cor.-field located
- ASPH. Asphalt
- CONC. Concrete
- O.H. Overhang



FILE:P:\24380\000\CAD-05-GRAD-100%\sheet\L-05-GRAD\L-05.17-grad.dwg USER:jgreene DATE:Jun, 01 2006 TIME: 06:28 am



0 30 60 120 240 480



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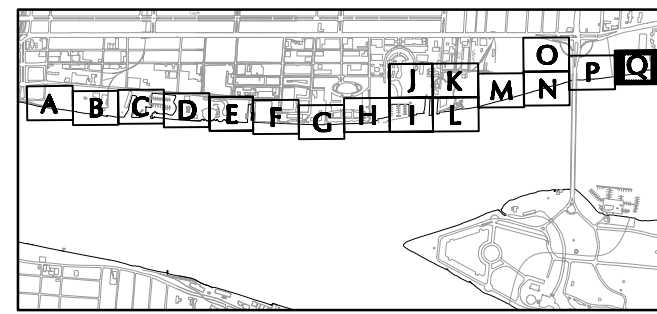
In collaboration with:

Wade-Trim
SmithGroup
Ken Greenberg
Giffels Webster
Delta Fountains
NTH Consultants
Madison Madison
Somat Engineering
Nicolson Associates
Graber & Associates
Tucker Young Jackson Tull
Gemellaro System Integration

Issued for	Rev	Date
50% Design Development	0	01/27/04
100% Design Development	1	04/20/04
50% Construction Documents	2	10/25/04
100% Construction Doc.-Rivard	3	04/05/05
100% Construction Doc.-GR	4	04/12/05
100% Const. Doc.-Rivard & GR	5	05/23/05
100% Const. Doc.-Areas F-J	6	05/31/05
Bidding Documents	7	07/18/05
Bulletin 4	8	11/15/05
Bulletin 28	9	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Grading
Enlargement-
Area Q

Scale 1"=5'

Drawing Number

L-05.17.01

Project Number 24380.000

SURVEY LEGEND

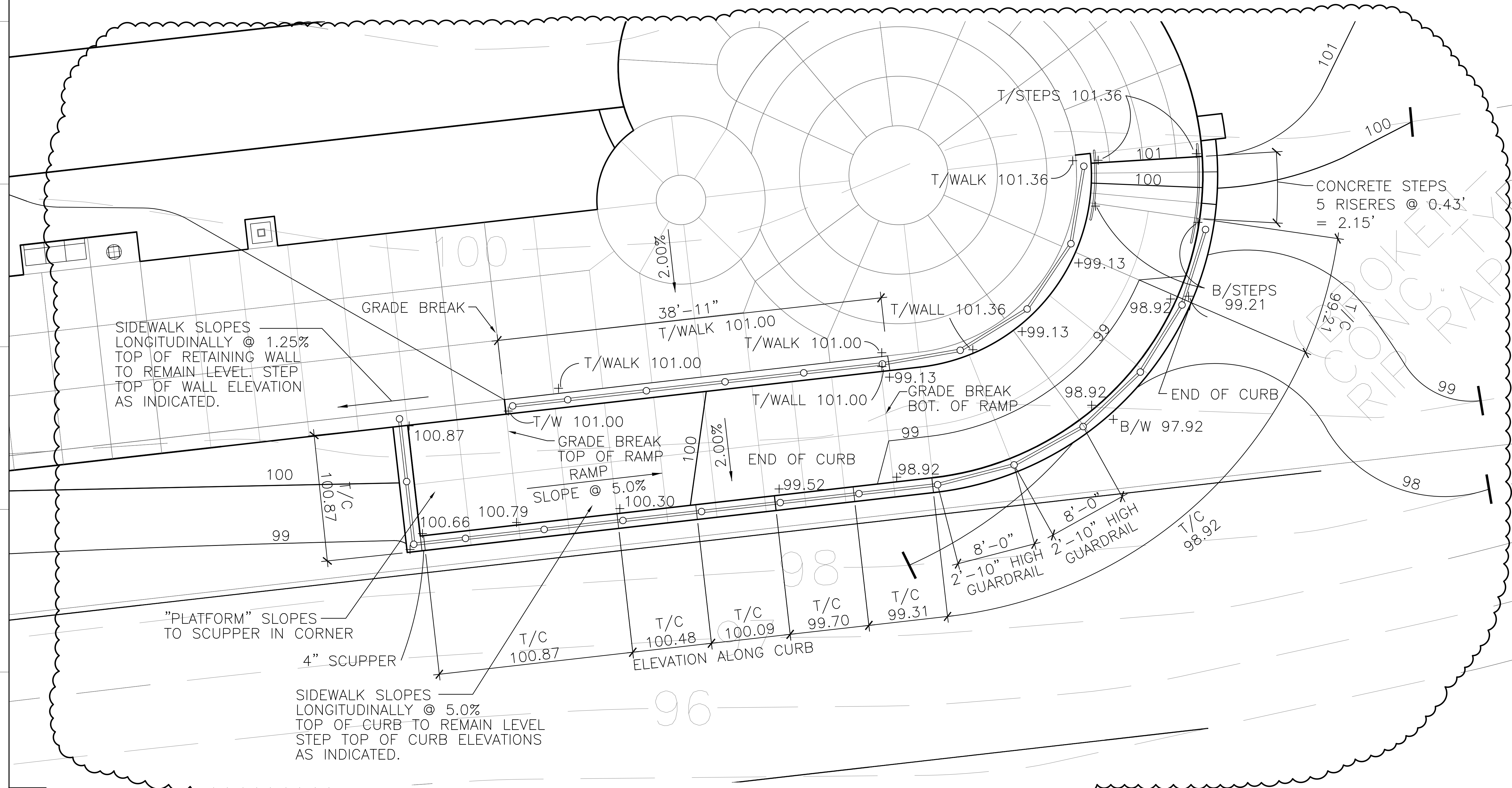
Underground Elec	Sign	F.I.	Found iron
Underground Tele	Guy wire anchor	S.I.	Set iron
Gas Main	Catch basin	F.I.P.	Found iron pipe
Sanitary/Combined Sewer	Manhole	A.C.	Air conditioner
Water Main	Storm manhole	GP	Guard post
Public Lighting	Gate valve & well	M.	Measured
Storm Sewer	Gas flag	R.	Record
Fence Line	Telephone flag	C.	Calculated
Overhead Wires	Elec. flag	G.P.	Guard post
Property Line	Survey control point	CLF	Chain-link fence
Right-of-Way / Lot Line	Down spout	D.L.	Door ledge
Property Corner	Gas shut off valve	D.S.	Down spout
Guardrail	Transformer	★	Bldg. cor.-field located
Contours	Light pole	ASPH.	Asphalt
	Utility pole	CONC.	Concrete
	Fire hydrant	O.H.	Overhang
	Water shut off valve		

LEGEND

	Proposed Contour
	Existing Contour
	Proposed Spot
	Existing Spot
	Temp. Cons Easement/ Construction Limit Line
	RiverWalk Easement (at fence line)

GRADING NOTES:

- Elevations in City of Detroit Datum (CCD)
(CCD + 479.76 = NGVD29)
- All construction shall be done in accordance with the City of Detroit standard specifications for paving and related construction.
- Refer to utility drawings for drainage structure (manholes, catch basins, etc.) and underdrain information.



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SCALE 1" = 5'-0"



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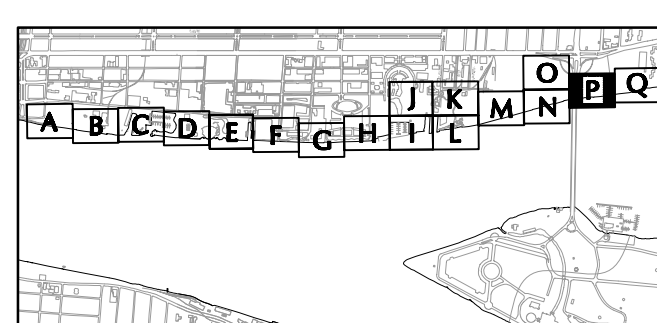
In collaboration with:

Wade-Trim
SmithGroup
Ken Greenberg
Giffels Webster
Delta Fountains
NTH Consultants
Madison Madison
Somat Engineering
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Graber & Associates
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Bidding Documents	7	07/18/05
Bulletin 4	11	11/15/05
Bulletin 26	16	05/01/06
Bulletin 28	18	05/31/06

Seals and Signatures

Key Plan



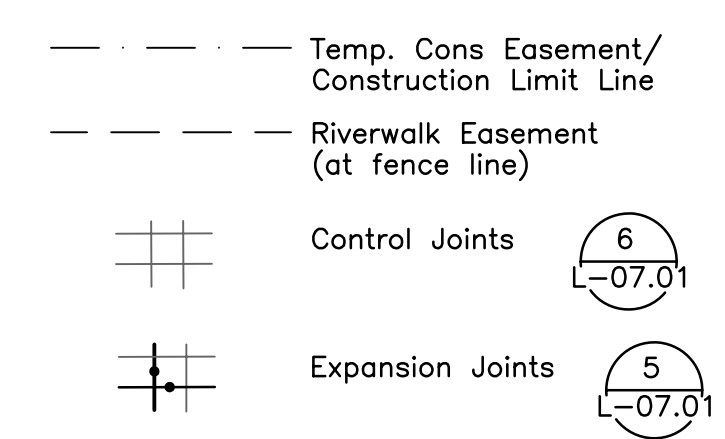
Drawing Title
Jointing Plan - Area P

Scale
1"=30'

Drawing Number

L-06.16
Project Number
24380.000

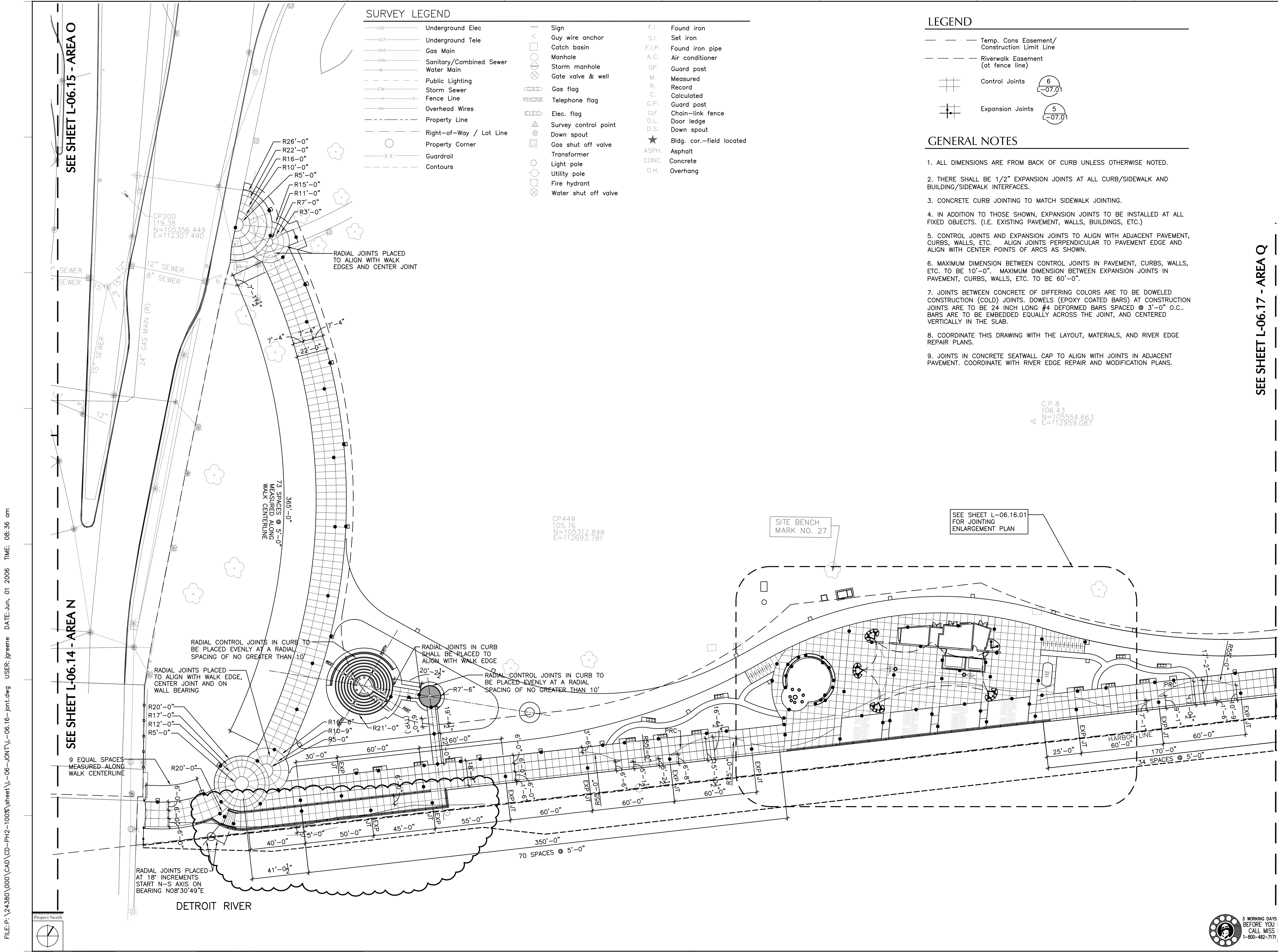
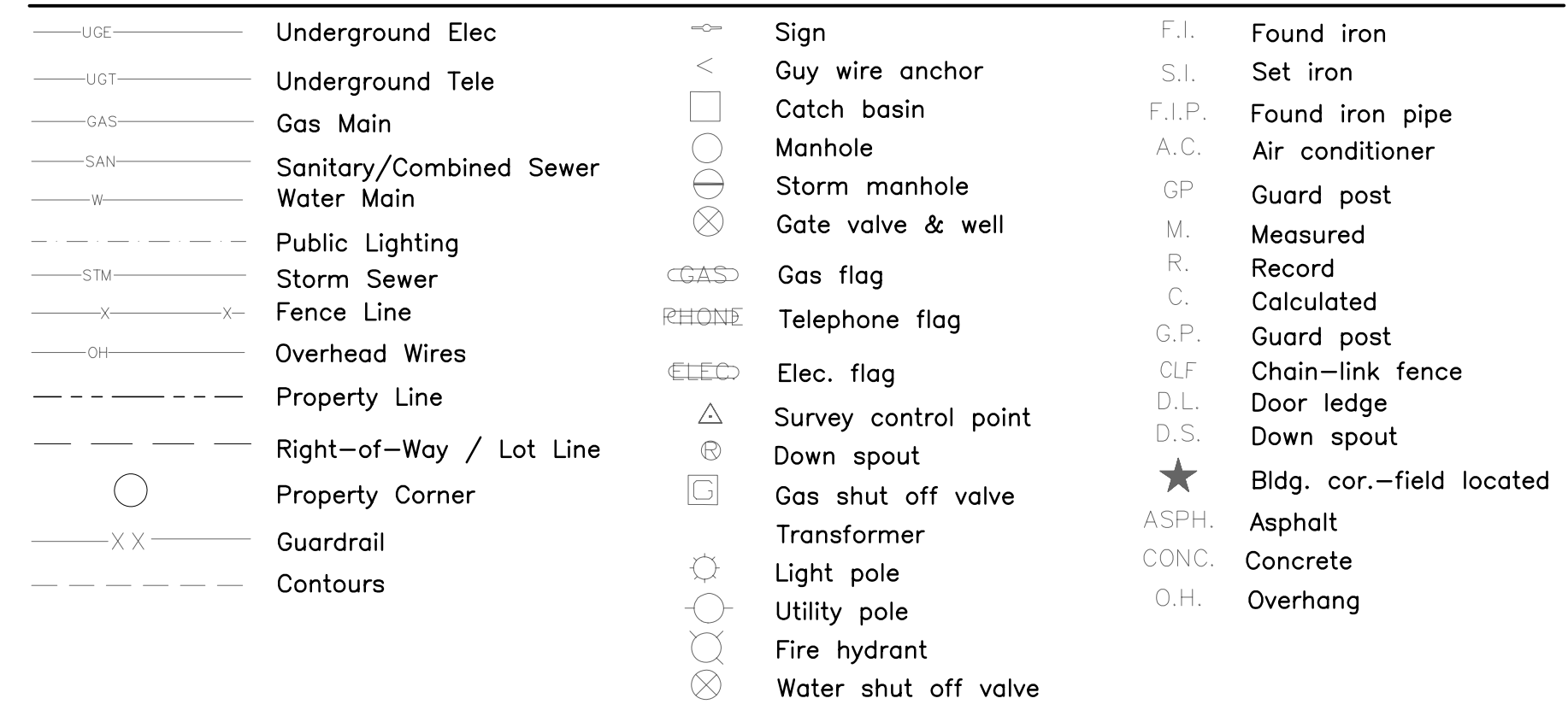
LEGEND



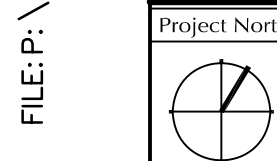
GENERAL NOTES

- ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
- THERE SHALL BE 1/2" EXPANSION JOINTS AT ALL CURB/SIDEWALK AND BUILDING/SIDEWALK INTERFACES.
- CONCRETE CURB JOINTING TO MATCH SIDEWALK JOINTING.
- IN ADDITION TO THOSE SHOWN, EXPANSION JOINTS TO BE INSTALLED AT ALL FIXED OBJECTS. (I.E. EXISTING PAVEMENT, WALLS, BUILDINGS, ETC.)
- CONTROL JOINTS AND EXPANSION JOINTS TO ALIGN WITH ADJACENT PAVEMENT, CURBS, WALLS, ETC. ALIGN JOINTS PERPENDICULAR TO PAVEMENT EDGE AND ALIGN WITH CENTER POINTS OF ARCS AS SHOWN.
- MAXIMUM DIMENSION BETWEEN CONTROL JOINTS IN PAVEMENT, CURBS, WALLS, ETC. TO BE 10'-0". MAXIMUM DIMENSION BETWEEN EXPANSION JOINTS IN PAVEMENT, CURBS, WALLS, ETC. TO BE 60'-0".
- JOINTS BETWEEN CONCRETE OF DIFFERING COLORS ARE TO BE DOWELED CONSTRUCTION (COLD) JOINTS. DOWELS (EPOXY COATED BARS) AT CONSTRUCTION JOINTS ARE TO BE 24 INCH LONG #4 DEFORMED BARS SPACED @ 3'-0" O.C.. BARS ARE TO BE EMBEDDED EQUALLY ACROSS THE JOINT, AND CENTERED VERTICALLY IN THE SLAB.
- COORDINATE THIS DRAWING WITH THE LAYOUT, MATERIALS, AND RIVER EDGE REPAIR PLANS.
- JOINTS IN CONCRETE SEATWALL CAP TO ALIGN WITH JOINTS IN ADJACENT PAVEMENT. COORDINATE WITH RIVER EDGE REPAIR AND MODIFICATION PLANS.

SURVEY LEGEND



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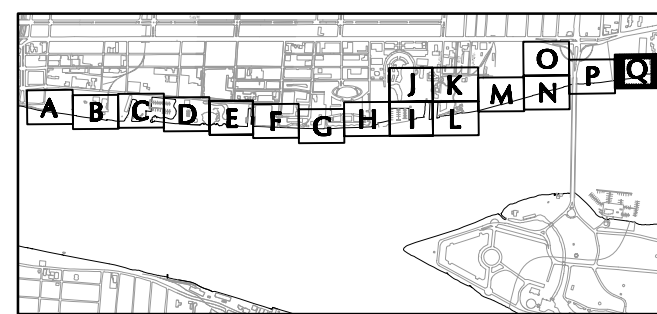
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100% Const. Doc.-Areas F-J	6	05/31/05
Bidding Documents	7	07/18/05
Addendum 1	▲	08/11/05
Bulletin 4	■	11/15/05
Bulletin 28	■	05/31/06

Seals and Signatures

Key Plan



Drawing Title

Jointing Plan -
Area Q

Scale 1"=30'

Drawing Number

L-06.17

Project Number 24380.000



SURVEY LEGEND

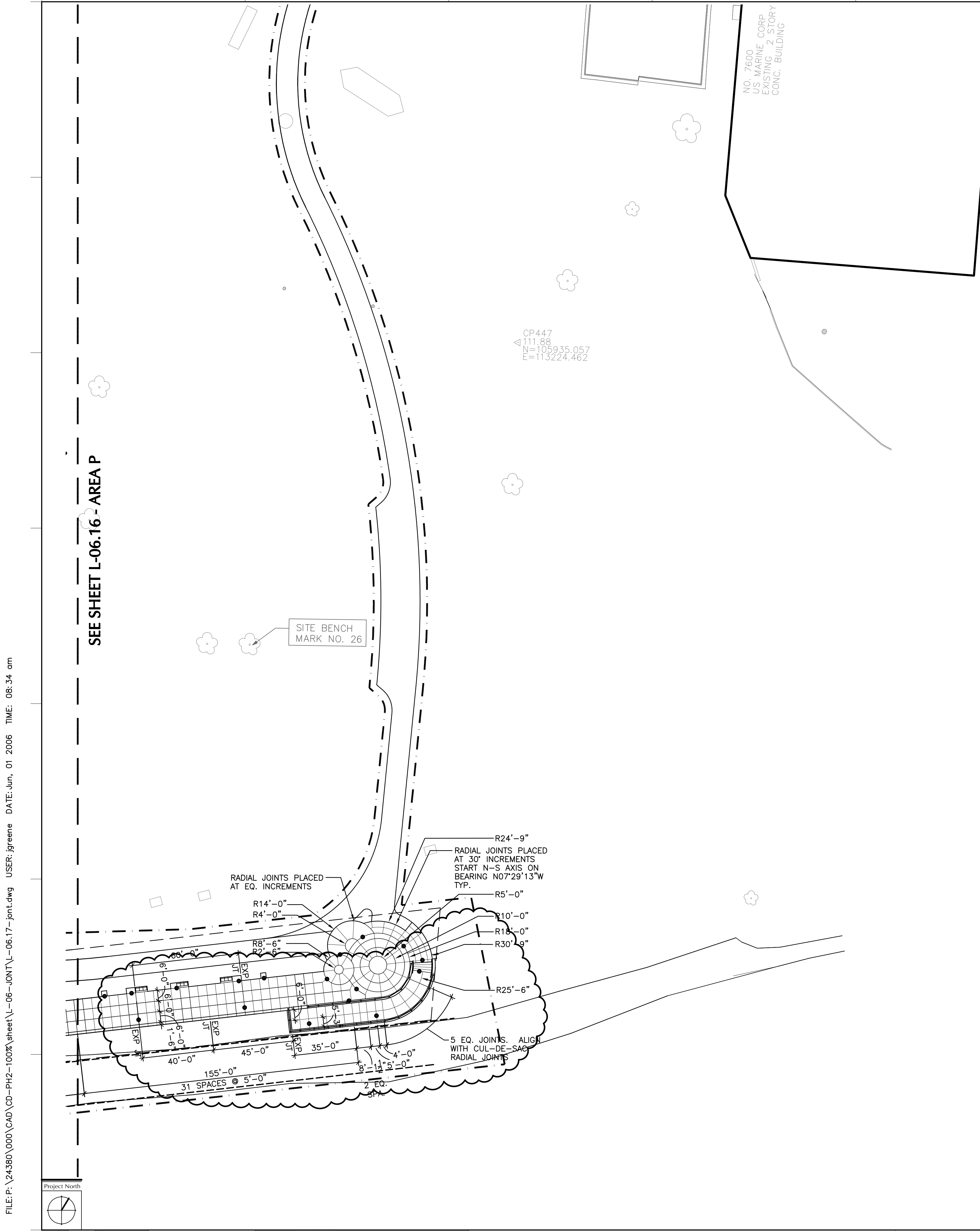
— UGE —	Underground Elec	—	Sign	F.I.	Found iron
— UGT —	Underground Tele	—	Guy wire anchor	S.I.	Set iron
— GAS —	Gas Main	—	Catch basin	F.I.P.	Found iron pipe
— SAN —	Sanitary/Combined Sewer	—	Manhole	A.C.	Air conditioner
— W —	Water Main	—	Storm manhole	GP	Guard post
—	Public Lighting	—	Gate valve & well	M.	Measured
— STM —	Storm Sewer	—	Gas flag	R.	Record
— X —	Fence Line	—	Telephone flag	C.	Calculated
— OH —	Overhead Wires	—	Elec. flag	G.P.	Guard post
—	Property Line	—	Survey control point	CLF	Chain-link fence
—	Right-of-Way / Lot Line	—	Down spout	D.L.	Door ledge
—	Property Corner	—	Gas shut off valve	D.S.	Down spout
— XX —	Guardrail	—	Transformer	★	Bldg. cor.—field located
—	Contours	—	Light pole	ASPH.	Asphalt
		—	Utility pole	CONC.	Concrete
		—	Fire hydrant	O.H.	Overhang
		—	Water shut off valve		

LEGEND

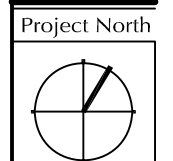
—	Temp. Cons Easement/ Construction Limit Line
—	Riverwalk Easement (at fence line)
—	Control Joints
—	Expansion Joints

GENERAL NOTES

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- COORDINATE THIS DRAWING WITH THE LAYOUT, MATERIALS, AND RIVER EDGE REPAIR PLANS.
- JOINTS IN CONCRETE SEATWALL CAP TO ALIGN WITH JOINTS IN ADJACENT PAVEMENT. COORDINATE WITH RIVER EDGE REPAIR AND MODIFICATION PLANS.
- COORDINATE THIS PLAN WITH THE LAYOUT, MATERIALS, RIVER EDGE REPAIR AND MODIFICATION PLAN, AND WITH THE JOINTING PLAN L-06.01.
- FOR GRANITE AND CONCRETE UNIT PAVER JOINTING REFER TO MATERIAL PLAN ENLARGEMENT SHEETS L-04.01.02 THRU L-04.01.06.



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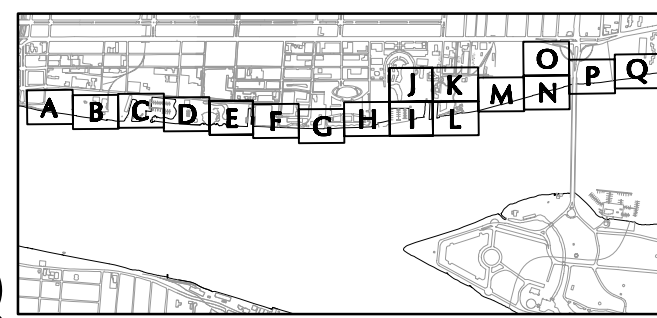
In collaboration with:

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Madison Madison
Somat Engineering
Nicolson Associates
Graber & Associates
Tucker Young Jackson Tull
Gemellaro System Integration

Issued for	Rev	Date
Bulletin 4	4	11/15/05
Bulletin 28	28	05/31/06

Seals and Signatures

Key Plan



Drawing Title

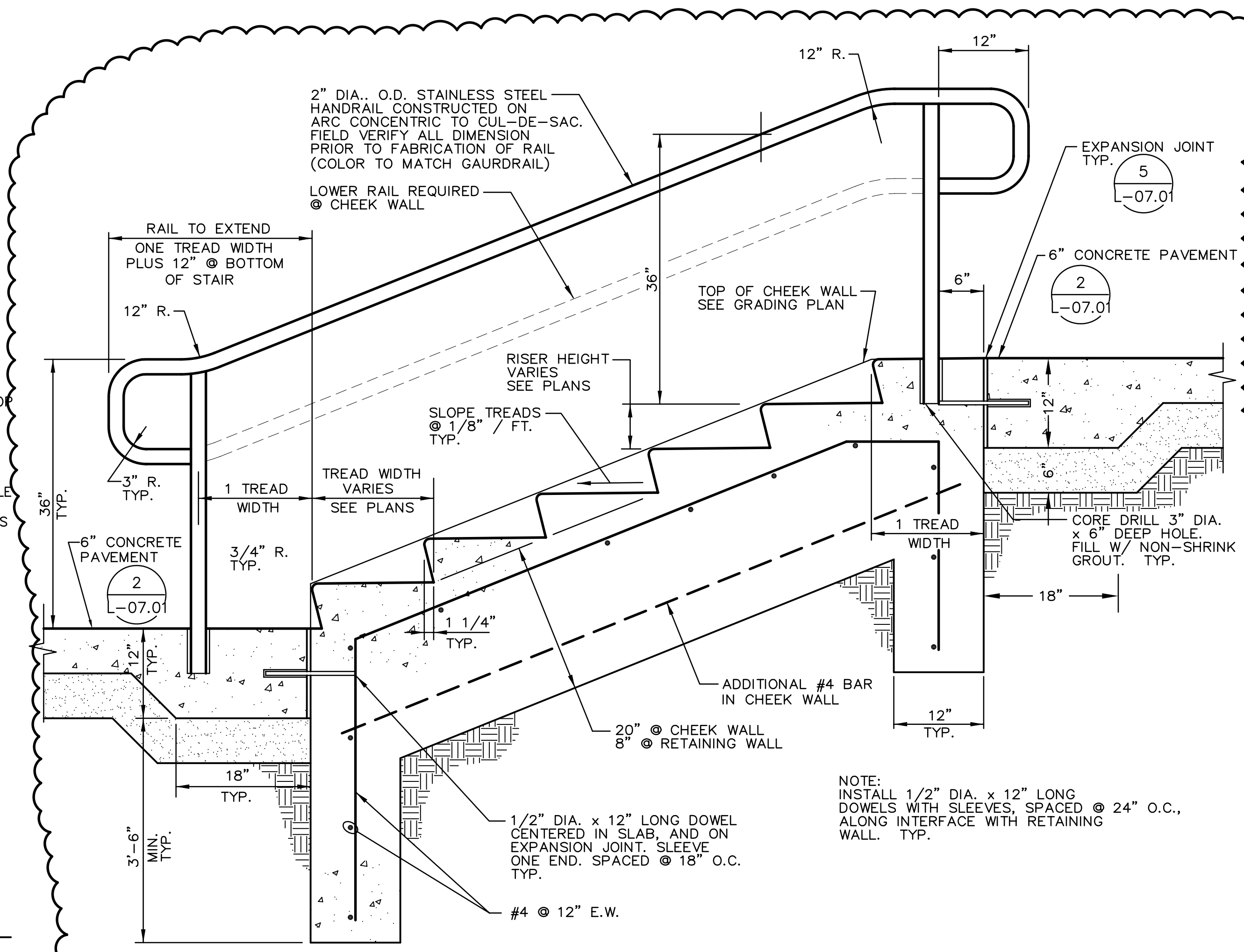
Site Details

Scale AS SHOWN

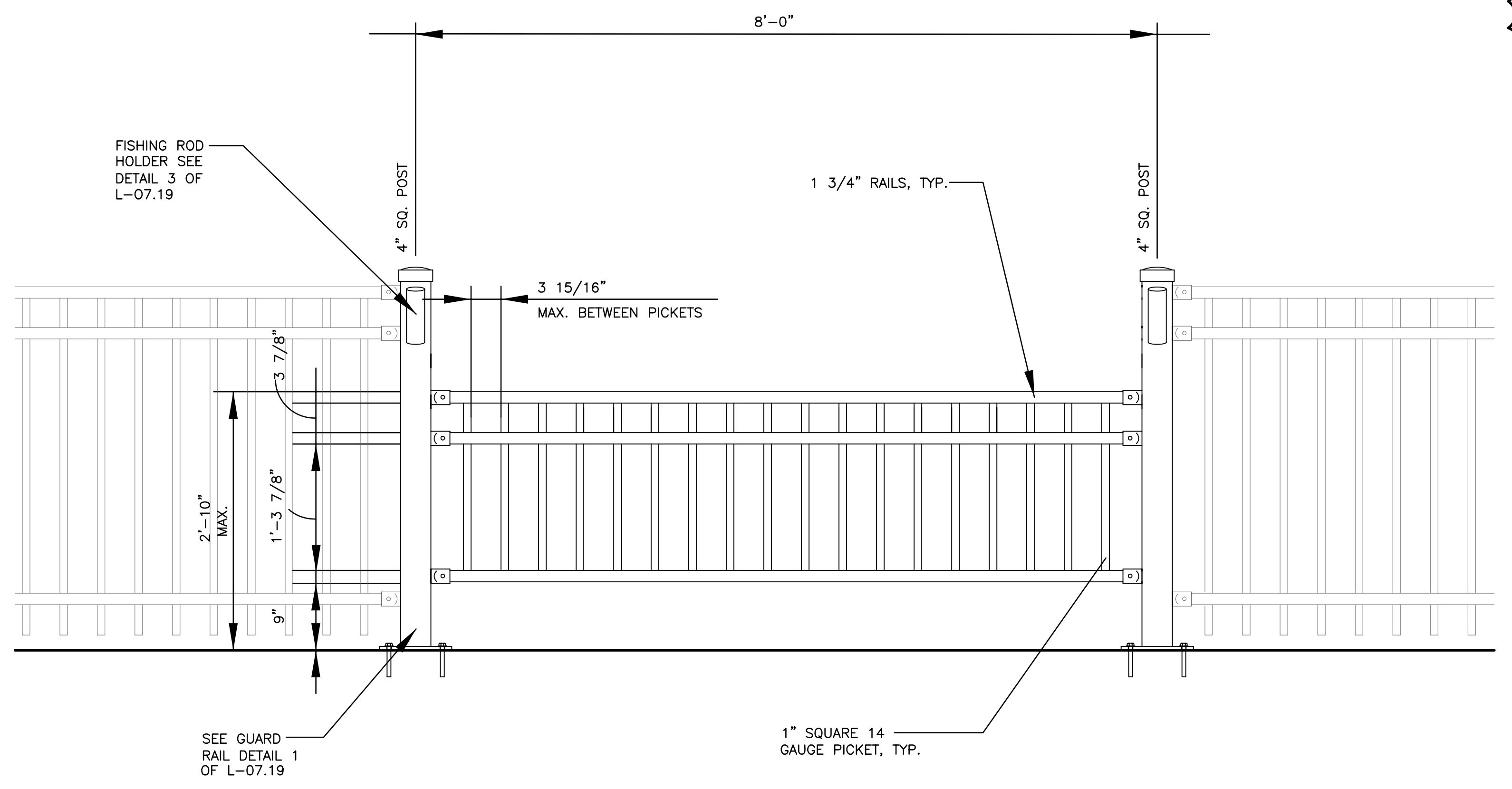
Drawing Number

L-07.17

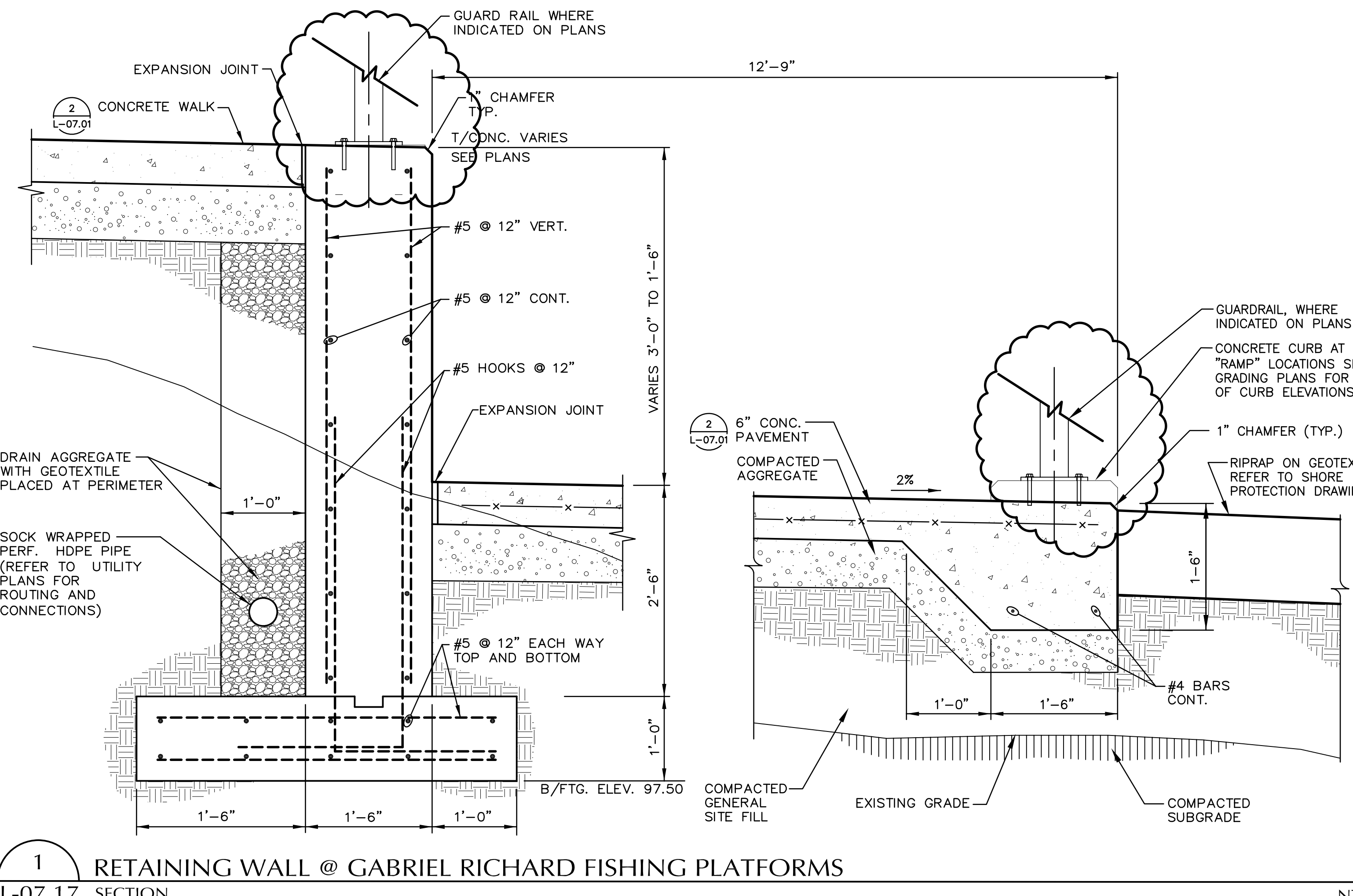
Project Number 24380.000



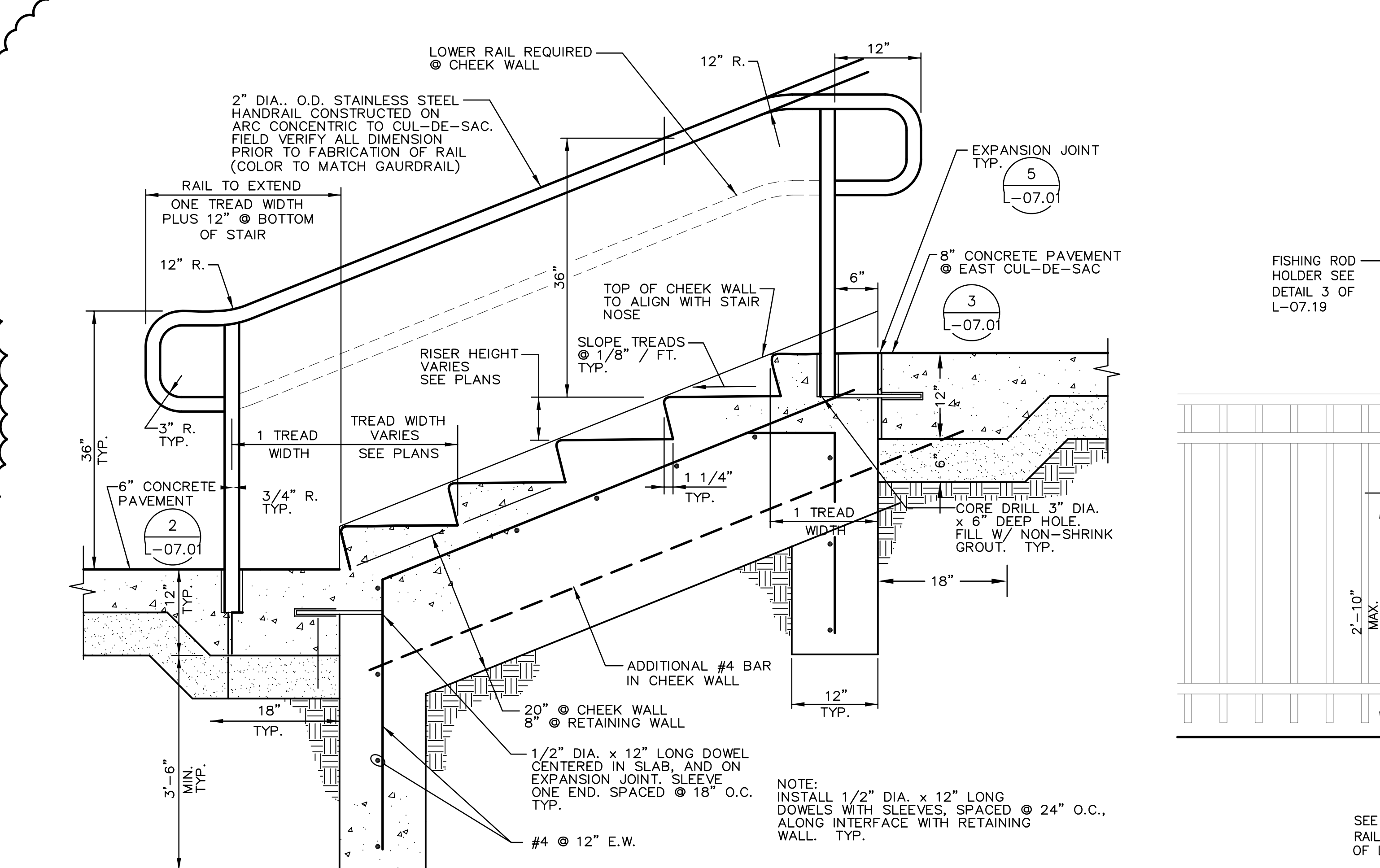
2 6 STEP CONCRETE STEPS @ GABRIEL RICHARD FISHING PLATFORM (WEST)
L-07.17 SECTION NTS



4 LOWERED/ADA GUARDRAIL @ GABRIEL RICHARD FISHING PLATFORMS
L-07.17 SECTION NTS



1 RETAINING WALL @ GABRIEL RICHARD FISHING PLATFORMS
L-07.17 SECTION NTS



3 5 STEP CONCRETE STEPS @ GABRIEL RICHARD FISHING PLATFORM (EAST)
L-07.17 SECTION NTS

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Architect Supplemental Information

Project Detroit RiverWalk Phase II - Group 1 **View Date** 1/5/2007

White/Olson Project Number

JJR Project Number

JJR, LLC
 110 Miller Avenue
 Ann Arbor, MI 48104

ASI No. -00028

<p>To White/Olson. LLC 2155 E. Atwater Detroit, MI 48207</p> <p>Phone (586)771-9330 Fax (313) 567-1254 Attn Sarah Cicero</p> <p>From Brian Charlton RFI</p>	<p>Date 5/31/2006</p> <p>Reason For Instruction</p> <p><input type="checkbox"/> Insufficient Info <input type="checkbox"/> Engineering Conflict <input type="checkbox"/> Alternate Proposal <input checked="" type="checkbox"/> Other</p>	<p>Action Requested</p> <p><input type="checkbox"/> Clarification <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Instruction <input type="checkbox"/> Coordination</p>	<p>Probable Effect</p> <p><input type="checkbox"/> Increase Cost <input type="checkbox"/> Decrease Cost <input checked="" type="checkbox"/> Unknown Cost <input type="checkbox"/> No Cost Effect <input type="checkbox"/> Increase Time <input type="checkbox"/> Decrease Time <input checked="" type="checkbox"/> Unknown Time <input type="checkbox"/> No Time Effect</p>
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Subject Revised Fishing Overlooks
Reference **Drawing No.** **Detail No.**
CSI Code - **Spec Section**











Detailed Instruction

Bulletin # 4 that defined the fishing overlooks at Gabriel Richard (Areas P and Q) has been revised to reduce the length of the eastern fishing overlook (Area Q), revise the guardrail style, and reduce the colored concrete. Refer to the attached spreadsheet and drawings for the specific changes.

Remarks

Linked Documents

Document Type	Document	Open	Description	Date
Doc	-00419		Bulletin 28	6/1/2006
Drawing	L-03.16		Layout Plan - Area P	5/31/2006
Drawing	L-03.16.01		Layout Enlargement Plan - Area P	5/31/2006
Drawing	L-03.17		Layout Plan - Area Q	5/31/2006
Drawing	L-03.17.01		Layout Enlargement Plan - Area Q	5/31/2006
Drawing	L-04.16		Materials Plan - Area P	5/31/2006
Drawing	L-04.17		Materials Plan - Area Q	5/31/2006
Drawing	L-05.16		Grading Plan - Area P	5/31/2006
Drawing	L-05.16.02		Grading Enlargement Plan - Area P	5/31/2006
Drawing	L-05.17		Grading Plan - Area Q	5/31/2006

Drawing	L-05.17.01	 	Grading Enlargement Plan - Area Q	5/31/2006
Drawing	L-06.16	 	Jointing Plan - Area P	5/31/2006
Drawing	L-06.17	 	Jointing Plan - Area Q	5/31/2006
Drawing	L-07.17	 	Site Details	5/31/2006
Drawing	L-07.19	 	Site Details	5/31/2006

This Bulletin is issued after award of Contract to inform the Contractor of proposed revisions to the Contract and is a request for a proposal from the Contractor. The Bulletin may include classification items which do not change the Contract Price or Time.

All requirements contained in the Contract Documents shall apply to this Bulletin. The general character of the work required by this Bulletin shall be the same as originally set forth in the applicable portions of the Contract Documents for similar work, unless otherwise specified herein. Incidental work necessitated by this Bulletin to complete the work shall be included in the Contractor's proposal, even though not specifically mentioned herein.

Contractor shall submit, for approval, a completely itemized quotation in accordance with the provisions for the pricing of changes in the work in the Conditions of the Contract, including proposed change in the Contract Time, if any.

The following items are changes to the Construction Plans and shall be considered by the Contractor. The Contractor shall submit his acknowledgment of this Bulletin on three signed copies indicating the price(credit) for the additional(eliminated) work to the Owner within five working days from receipt by the Contractor.

This is not a Change Order. Do not proceed with the work until approval of the Bulletin by the owner.

CONSTRUCTION DRAWINGS (Group 1)

(The following drawings have been revised.)

SECTION	DRAWING TITLE	SHEET NUMBER	DESCRIPTION OF CHANGE
Layout	Layout Plan - Area P	L-03.16	Revised layout plan of the western fishing overlook (Area P) to accommodate the revised guard rail design.
	Layout Enlargement Plan - Area P	L-03.16.01	Revised enlarged layout plan for Area P to dimension and layout the changes in the curb elevations to accommodate the guard rail changes.
	Layout Plan - Area Q	L-03.17	The eastern fishing overlook (Area Q) has been reduced in size and the curb elevations have been revised to accommodate the guard rail changes.
	Layout Enlargement Plan - Area Q	L-03.17.01	Revised enlarged layout plan for Area Q to dimension and layout the geometry of the fishing overlook area.
Materials	Materials Plan - Area P	L-04.16	The materials plan has been revised to reduce the amount of colored concrete and change the design of the guard rail.
	Materials Plan - Area Q	L-04.17	The materials plan has been revised to reduce the amount of colored concrete and change the design of the guard rail.
Grading	Grading Plan - Area P	L-05.16	The grading plan has been revised to incorporate revised curb elevations to accommodate the changed design of the guard rail.
	Grading Enlargement Plan - Area P	L-05.16.02	The enlarged grading plan has been revised to show spot elevations, top of wall elevations, etc. for the Fishing Overlook Area in Area P. Detail spot elevations are shown on the proposed concrete steps and concrete ramp.
	Grading Plan - Area Q	L-05.17	The grading plan for Area Q has been revised to accommodate the smaller fishing overlook. The plan has been revised to incorporate revised curb elevations to accommodate the changed design of the guard rail.
	Grading Enlargement Plan - Area Q	L-05.17.01	The enlarged grading plan has been revised to show spot elevations, top of wall elevations, etc. for the Fishing Overlook Area in Area Q. Detail spot elevations are shown on the proposed concrete steps and concrete ramp.
Jointing	Jointing Plan - Area P	L-06.16	Revised jointing plan in Area P to accommodate the Fishing Overlook.
	Jointing Plan - Area Q	L-06.17	Revised jointing plan in Area Q to accommodate the Fishing Overlook.
Details	Site Details	L-07.17	The site details drawings has been revised to provide details of the hand rails, concrete steps, and the lowered rail for ADA fishing access.
	Site Details	L-07.19	A new site details drawing has been added to detail the guardrail, the guardrail at the steps, and the fishing rod holders.

HINES

Hines Code of Business Conduct

Hines conducts its business with uncompromising integrity. Every employee of Hines and its affiliates including executives, managers, and all other employees has a duty to comply with all applicable laws and regulations and adhere to the highest standards of business ethics. No employee may engage in any unlawful or unethical activity, or instruct others to do so, for any reason.

The Hines Code of Business Conduct (the “Code”) sets forth fundamental principles of law and ethics governing the way that Hines does business. The Code is not the exclusive source of guidance and information on Hines expectations, but it serves as the basis for other Hines policies and guidelines.

- *Employees* .Hines employees at every level must comply with the Code, and associated policies and guidelines. In particular, all executive officers and senior financial officers, their staffs, and all managers and other employees contributing to Hines financial record-keeping must comply strictly with Hines finance and accounting standards, policies and guidelines.
- *Suppliers & Partners* .Hines requires its suppliers, including consultants and contractors, and partners to conduct their businesses in a legal and ethical manner.

Failure to abide by any part of the Code is considered misconduct and may result in disciplinary action up to and including termination without prior warning.

For purposes of this Code, the term “Company” refers both individually and collectively to legal entities that are affiliated through common ownership with Hines Interests L.P., Hines Holdings, Inc., or Hines Real Estate Holdings, L.P. (Hines), and other legal entities that are managed by Hines on behalf of third parties.

Personal Responsibility

The Hines Code does not, by itself, ensure ethical conduct. Every employee of the Company has a personal responsibility to embody and model ethical behavior. Hines executives and other managers are responsible to lead by example and to ensure that all Hines employees read and have an opportunity to discuss the practical applications of the Code. Managers are expected to review the Code with their teams on at least an annual basis and whenever there is a significant change. Everyone has a duty to be vigilant for circumstances that may indicate illegal or unethical behavior, and to act appropriately in a timely manner to prevent improper conduct.

If any employee has a question about whether or not they are about to engage in business activity that is illegal or unethical, they should ask for assistance from their supervisor, Human Resources or Internal Audit.

Reporting Violations

Hines employees should report any activity in which any employee, customer, supplier or other party, acting individually or in collusion with another person (1) perpetrates fraud against Hines

resulting in financial loss or damage to the Hines reputation or (2) uses physical, financial or informational assets of Hines without authorization.

Employees should share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area

**EQUAL, EMPLOYMENT OPPORTUNITY
AND WORKPLACE HARASSMENT PREVENTION
'C 010**

Issued: January 1, 2004



The policy of Hines is to ensure equal employment opportunity to everyone. The Company does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, or sexual orientation. Hines also does not discriminate in employment against qualified individuals with disabilities. The Company's employment needs are met by selecting, promoting, and transferring employees and applicants from among those best qualified to perform the available work. Hines policy also prohibits workplace harassment of any sort. Hines is committed to maintaining a work environment free of inappropriate and disrespectful behavior that might interfere with an employee's work performance or the professional environment at Hines. Hines expects all employees to respect the dignity of everyone in the workplace.

WORKPLACE HARASSMENT DEFINED

Workplace harassment consists of any demeaning, hostile, or offensive conduct based on a person's race, color, national origin, religion, gender, age, sexual orientation, or any other legally protected basis. Conduct, including speech, constitutes workplace harassment when it is unwelcome, and it has the purpose or effect of (1) interfering with a person's work performance. or (2) creating a hostile or offensive work environment. The following conduct may constitute workplace harassment:

- Offensive written or spoken words, including the use of racial, sexual, or ethnic slurs;
- Offensive gestures;
- Display of offensive drawings or other material such as photographs, drawings, nooses, cartoons, or other caricatures (including viewing offensive materials on a computer); or
- Offensive physical contact such as unwanted touching.

Behavior may be offensive even though it was not meant to offend. Therefore, employees should at all times exercise caution and respectful judgment. No employee's objection to offensive conduct should ever result in a detrimental change in that person's terms and conditions of employment.

SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct

is used as a basis for employment decisions regarding that person; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance by creating a hostile or offensive work environment.

Behavior prohibited by Hines policy includes, but is not limited to:

- Unwanted sexual advances;
- Offering any employment benefits in exchange for sexual favors;
- Denying any employment benefits based on the rejection of a request for sexual favors;
- Leering, voyeurism, making offensive sexual gestures, or displaying sexually suggestive objects, photographs, drawings, cartoons, or posters;

This policy is intended for use by U.S. based employees of Hines Interests Limited Partnership. Employees in locations outside of the United States and employees of other Hines U.S. entities should refer to their respective policies or policy manual.

White / Olson

CONSTRUCTION CONTRACT

For:
Detroit Riverwalk -Phase II
("Project")
Detroit, Michigan

Between:
Detroit RiverFront Conservancy, Inc.
("Owner")

and

White/Olson, LLC
("Contractor")

CONSTRUCTION CONTRACT

This Construction Contract (the "Construction Contract"), made and entered into as of the 28th day of September, 2005 by and between DETROIT RIVERFRONT CONSERVANCY, INC., a Michigan non-profit corporation, whose address is 200 Renaissance Center, MC 482-B13-004, Detroit, MI 48265-2000 (hereinafter referred to as the "DRFC" or as "Owner") and White/Olson, LLC, whose address is 1120 W. Baltimore, Detroit, MI 48202-2906 (hereinafter referred to as the "Contractor").

WITNISSETH

A. The DRFC intends to develop a riverwalk pathway and seawall improvements, known as the "Riverwalk" (collectively, the "Project") from the Joe Louis Arena property to the eastern boundary of the Gabriel Richard Park in Detroit, Michigan (the "Project Site"). The Project is more particularly described in Exhibit A attached hereto.

B. The Owner has, or will, enter into access agreements, easements, leases and other agreements with the various owners (the "Property Owners") of the separate parcels ("Parcels") comprising the Project Site providing for access to the Parcels for purposes of construction of the Project. (The access agreements, easements, leases and other agreements are referred to herein, collectively, as the "Access Agreements.")

C. The DRFC has engaged The SmithGroup JJR, Inc., as the architect of record for the Project ("Architect"). The Architect has developed, or will develop, construction plans and specification (the "Drawings and Specifications") for the riverwalk and riverfront improvements for the Project.

D. The DRFC may engage Owner's Authorized Representatives (the "Owner's Authorized Representative") to act as an Owner's Authorized Representative for the Project and to provide overall coordination and administration of the Project as the DRFC's representative.

E. The DRFC and the Contractor entered into a certain Pre-Construction Services Agreement, dated as of March 15, 2005, (the "Pre-Construction Services Agreement") for the performance of pre-construction services in connection with the riverwalk (the "Pre-Construction Services"), as more particularly described in the Pre-Construction Services Agreement.

F. The Owner desires to engage the Contractor to construct the Project in accordance with the Drawings and Specifications and this Construction Contract and to perform the other obligations of the Contractor under this Construction Contract.

NOW, THEREFORE, Owner and Contractor hereby agree as follows:

I. PROJECT DESCRIPTION

1.1 Construction in Phases - The Project will be constructed in phases as described in the Grouping Plan developed by the Contractor and approved by the Owner, a copy of which


#

17.8 **Remedies** - The rights and remedies reserved to Owner in this Construction Contract shall be cumulative and additional to all other or further remedies provided in law or equity.

17.9 **Attorney's Fees** - In the event of any action or proceeding between Contractor and Owner to enforce any provision of this Construction Contract, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. The "prevailing party" shall mean the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement or judgment. This Section is intended to be severable from the other provisions of this Construction Contract, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

17.10 **Waiver** - No consent or waiver, express or implied, by either party to this Construction Contract of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Contract Documents specify a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder.

17.11 **Software Compliance** - The Contractor agrees that the software contained in the equipment, systems and/or services that the Contractor uses to perform the Work, shall include design and performance features and capabilities to ensure that the software and/or services will not fail or otherwise be inaccessible and that the software and/or services will not provide invalid or incorrect results. The Contractor agrees that the software will not end, abort, provide invalid or incorrect results, or otherwise fail because of data-sensitive code or operations. This shall include without limitation, the following: (1) date data recognition; (2) calculations that accommodate same century and multi-century formulas; (3) date values and date data interface values that correctly identify the century; and (4) accurate leap year calculations that will not result in software failures. The Contractor agrees that it shall not substitute any equipment, systems or services used to perform the Work that do not meet the foregoing requirements.



17.12 **Equal Employment Opportunity**— Contractor represents that it is an equal employment employer and that it will not discriminate in hiring any person for this Project on the basis of race, sex, or national origin. The Owner requests that the Contractor adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

17.13 **Applicable Law** - This Construction Contract shall be governed and construed according to the laws of the State of Michigan.

17.14 **Direct Financial Relationships** - If approved by the Owner in writing in advance, the Contractor may subcontract work to an entity that has a direct financial relationship with the Contractor on the Project, however, no mark-up may be charged to the Project. A direct

Detroit RiverFront Conservancy

Employment of Relatives

For purposes of this policy, a relative is any person who is related by blood or marriage, including spouse, parent, child, or sibling; a spouse's parent, child, or sibling; a child's spouse; grandparents or grandchildren. The term, "spouse" extends to a non-married partner who shares a household.

No employee may Supervise, or occupy a position that influences the supervision of any relative of the employee.

It is the responsibility and obligation of the supervising (or potentially supervising) relative involved in the relationship to disclose to the DRFC President of Human Resources the existence of the relationship. If a relative relationship is created after the supervisory relationship is created, the DRFC retains exclusive authority. At the DRFC's sole discretion, it may allow an employee to transfer to another available position, or to terminate the employment of one of the employees involved in the relationship.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the DRFC may reassign one or both of the employees to avoid the conflict of interest.

Inspection of Premises

DRFC reserves the right to inspect all areas of its premises. As such, employee desks, packages, lockers, briefcases, automobiles parked on Company premises, electronic messages and the like are subject to inspection without notice.

Non-Discrimination Policy

The DRFC is committed to ensuring fairness and equity throughout the entire employment process, including recruiting and retaining a highly qualified and diverse employee population. To that end, the DRFC will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, military status or application, marital status, national origin, qualified disability, height, weight, or any other factor prohibited by law. It is the policy of the DRFC not to discriminate against any employee or applicant for employment because of sexual orientation where such non-discrimination is solely within the control of the DRFC.

The DRFC policy of nondiscrimination covers the total employment relationship, including recruitment, selection, retention, placement, training compensation, promotion, transfer 4yoff recall, and termination



EQUAL EMPLOYMENT OPPORTUNITY POLICY

41 C.F.R. Section 60-1.4; 60-2. 13(a)

The employment policy of JJR. LLC is to provide equal opportunity to all persons. Our company, therefore, has made a commitment to equal employment opportunity through a positive and continuing Affirmative Action Program. No employee or applicant for employment will be discriminated against because of race, color, religion, sex, national origin, age, otherwise qualified disabled, or veteran status.

To implement these policies, JJR. LLC continue to:

- A. Recruit, hire, train and promote persons in all job classifications without regard to race, color, religion, sex, national origin, height, weight, age, otherwise qualified disabled, or veteran status. JJR, LLC does not discriminate on the basis of national origin or citizenship status as provided under the Immigration Reform and Control Act of 1986;
- B. Base decisions on employment so as to further the principle of equal employment opportunity;
- C. Ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities;
- D. Ensure that all personnel actions (including but not limited to compensation, benefits, transfers, layoffs, return from layoffs, company-sponsored training, education, tuition assistance, social, and recreational programs) are administrated without regard to race, color, religion, sex, national origin, height, weight, age, otherwise qualified disabled, or veteran status.

Allison Boissinot has been designated EEO Coordinator and is responsible for compliance with state and federal equal employment opportunity laws, and for implementing the Affirmative Action Program, including equal employment practices, monitoring, and internal reporting. Employees believing they have not been treated in accord with this policy are encouraged to contact Jennifer Gruber. Employees who wish to review the Affirmative Action Plan should contact their Human Resources Director or Jennifer Gruber during normal business hours.

The continued success of our Affirmative Action Program requires maximum cooperation from every employee throughout our organization. Equal employment opportunity is not only the law, but it is a principle of JJR. LLC. Your cooperation is expected to achieve this goal, and I personally stand behind this principle.

President & Chief Executive Officer

Date

PMA CONSULTANTS LLC STATEMENT OF POLICY

Equal Employment Opportunity

It is the policy of PMA Consultants LLC (PMA) not to discriminate against any applicant or employee in recruitment, hiring, placement, compensation, transfer, promotion, layoff, recall, termination, and any other term or condition of employment with respect to race, religion, creed, color, age, sex, national origin, handicap, disability, marital status, sexual orientation, citizenship status, or any other characteristic protected by federal, state or local law or regulation. This prohibition against discrimination also extends to otherwise qualified handicapped or disabled individuals, disabled veterans or Veterans of the Vietnam Era.

PMA's commitment to this includes but is not limited to the following:

A. Recruitment and hiring of qualified individuals without regard to race, religion, creed, color, age, sex, national origin, handicap, disability, marital status, sexual orientation, citizenship status, disabled veteran status, Vietnam Era Veteran status, or any other characteristic protected by federal, state, or local law or regulation.

B. Basing employment decisions on an individual's capabilities and qualifications, without regard to race, religion, creed, color, age, sex, national origin, handicap or disability, marital status, sexual orientation, citizenship status, disabled veteran status, Vietnam Era Veteran status, or any other characteristic protected by federal, state, or local law or regulation.

C. Administration of all other human resources/personnel actions such as compensation, benefits, transfers, layoffs, recall from layoffs, company-sponsored training, education, tuition reimbursement, social and recreation programs without regard to race, color, religion, creed, age, sex, national origin, handicap or disability, marital status, sexual orientation, citizenship status, disabled veteran status, Vietnam Era Veteran status, or any other characteristic protected by federal, state, or local law or regulation.

D. Dissemination of this policy if required or requested to all employees, recruitment sources, contractors and subcontractors.

PMA regards failure to observe this Equal Employment Policy as extremely serious.

If any employee believes that he or she has been subjected to a violation(s) of this policy, the employee has the right to file a complaint with the Company. Complaints may be filed with the employee's supervisor or by contacting Debra Buckson, Director of Human Resources, PMA Consultants LLC, 226 West Liberty, Ann Arbor, MI, 48104, (734) 769-0530.

When a complaint is received, PMA will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will generally include a private interview with the person filing the complaint and with witnesses. PMA will also interview the person alleged to have committed the equal employment violation(s). When the investigation has been completed, PMA will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the violation of the results of the investigation.

If PMA determines that a violation of the Equal Employment Policy did occur, it will act promptly to eliminate the offending conduct, and where appropriate, in the case of employees over whom it has control, impose disciplinary action, up to and including termination.

In addition to the above, if any PMA employee believes he or she has been subjected to an equal employment violation(s), the employee may file a formal complaint with the appropriate federal or state government agency. The federal agency is called the Equal Employment Opportunity Commission. Using PMA's internal complaint process does not prohibit an employee from filing a complaint with a state or federal agency; however, the agencies typically have a short time period (180 days from the alleged violation) within which to file a complaint.



MICHIGAN PARALYZED VETERANS OF AMERICA

A member Chapter of Paralyzed Veterans of America

40550 Grand River Avenue • Novi, Michigan 48375
(248) 476-9000 • FAX (248) 476-9545
www.michiganpva.org



Faye Alexander Nelson, President
Detroit Riverfront Conservancy
200 Renaissance Center
Detroit, MI 48243

RE: Detroit River Walk Architectural Drawings

Dear Ms. Nelson,

Attached is the final detailed report of the review of the architectural drawings submitted by Brian Charlton, Architect, JJR. Overall, the architect did an excellent job of properly applying the American with Disabilities Act Accessibility Guidelines (ADAAG) to the final design of the Detroit Riverwalk.

We realize that our original review completion deadline was not met. This was primarily due to our need to gather more information on the drawings that was not presented to us originally. We instructed our reviewers to keep constant and logged communication with the architect throughout the review process to gather the necessary information to make a determination on this project. See communications included with this report.

On behalf of Michigan Paralyzed Veterans of America I want to thank everyone associated with the Detroit River Walk project for allowing us to review the drawings to ensure that the new construction being planned on the river front is accessible to all people, more specially, those with disabilities.

The law cannot act on its own; and it is partnerships like this that can bring Americans with Disabilities Act to life, ensuring that people with disabilities have an equal opportunity to participate in community life, a fundamental part of American society, without encountering architectural barriers.

Sincerely,

Michael F Harris, Deputy Executive Director, MPVA

CC: Dean Stermer, Hines - Detroit Office

OUR MISSION

The mission of Michigan Paralyzed Veterans of America is to enhance the lives of veterans with spinal cord injury or disease as well as all citizens with disabilities, by advocating for civil rights, assuring quality health care, supporting continued research and education, and encouraging independence and healthy living through various health, sports and recreational programs. MPVA shall continue striving to remain at the forefront

15.1.8.4 Wheelchair Storage Space. Wheelchair storage spaces complying with 4.2.4 shall be provided in or adjacent to unload areas for each required amusement ride seat designed for transfer and shall not overlap any required means of egress or accessible route.

15.1.9* Transfer Devices for Use with Amusement Rides. Transfer devices for use with amusement rides shall comply with 15.1.9 when positioned for loading and unloading.

15.1.9.1 Clear Floor or Ground Space. Clear floor or ground space complying with 4.2.4 shall be provided in the load and unload area adjacent to the transfer devices.

15.1.9.2 Transfer Height. The height of the transfer device seats shall be 14 inches (355 mm) minimum to 24 inches (610 mm) maximum measured above the load and unload surface.

15.1.9.3 Wheelchair Storage Space. Wheelchair storage spaces complying with 4.2.4 shall be provided in or adjacent to unload areas for each required transfer device and shall not overlap any required means of egress or accessible

For more information please visit the United States Access Board website at: www.access-board.gov.

Gabriel Richard Park-Plaza/Pavillion:

- 1. Concession Stands:** Two concession stands are provided. Shop drawings provided by Mr. Charlton show that the counter heights comply with Section 7.2 of ADAAG.
- 2. Butterfly Garden:** This consists of plants that are known to attract butterflies. An accessible route is provided on each side of the walk. However, the interior route consists of decomposed granite. United Spinal Association is concerned that the decomposed granite will not provide an accessible ground surface in compliance with Section 4.5.1 of ADAAG. This material is being used in order to allow the Detroit Riverfront Conservancy the option of expanding the butterfly garden in the future.
Interactive water feature: An accessible route is provided to the water feature. The water feature is an amenity that will allow children to reach out and touch water jets. The area "floods" and drains at scheduled intervals.
- 3. Fishing Platform:** an accessible route has been provided for the fishing platform.



NOTE

Please refer to Section 1005 of the Americans with Disabilities Act and Architectural Barriers Act for guidance on accessibility. These guidelines can be found at www.access-board.gov



White/Olson, LLC



November 30, 2005

Mr. Leonard Marszalek
Detroit Riverfront Conservancy
Mail Code 482-B13-004
200 Renaissance Center
Detroit, MI 48265

RE: Detroit Riverwalk Project
Phase II
W/O # 25-012

Leonard:

Enclosed for your file is a copy of the White/Olson bonds for the above referenced project. Please call if you have any questions.

Sincerely,

White/Olson, LLC.


Gerald C. Moses
Project Manager

cc: Dean Stermer, Hines
Dale Scrace, White/Olson
Scott Worth, PMA
Ben Swift, PMA

THE AMERICAN INSTITUTE OF ARCHITECTS



Federal Bond No. 82032424
Hartford Bond No. 35BCSCZ2514

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
White/Olson, LLC
1120 W. Baltimore, Detroit, MI 48202-2906

SURETY (Name and Principal Place of Business):
Federal Insurance Company
100 South Fifth Street, Suite 1800, Minneapolis, MN 55
Hartford Fire Insurance Company
5445 Corporate Drive, Troy, MI 48007

OWNER (Name and Address):
Detroit Riverfront Conservancy, Inc.
200 Renaissance Center, MC 482-B13-004, Detroit, MI 48265-2000

CONSTRUCTION CONTRACT

Date: September 28, 2005
Amount: Twenty Three Million Five Hundred Sixty Thousand and No/100 (\$23,560,000.00)
Description (Name and Location):
Detroit Riverwalk - Phase II

BOND

Date (Not earlier than Construction Contract Date): November 21, 2005
Amount: Twenty Three Million Five Hundred Sixty Thousand and No/100 (\$23,560,000.00)
Modifications to this Bond: None See Page 3

WHITE/OLSON, LLC
CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

FEDERAL INSURANCE COMPANY
SURETY
Company: (Corporate Seal)

Signature:
Name and Title: MARK MILLICENT, MEMBER

Signature:
Name and Title: C. A. Johnson, Attorney-in-fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Guy Hurley Blaser & Heuer, LLC
1080 Kirts Boulevard, Suite 500, Troy, MI 48084 - (248) 519-1400
Griffin, Smalley & Wilkerson, Inc.
37000 Grand River, Suite 150, Farmington Hills, MI 48335 - (248) 471-0970

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

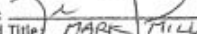
(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)


CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

HARTFORD FIRE INSURANCE COMPANY
SURETY
Company:

(Corporate Seal)

Signature: 
Name and Title: MARK P. LULICH, MEMBER
Address:

Signature: 
Name and Title: Carol A. Johnson, Attorney-in-fact
Address:

POWER OF ATTORNEY

THE HARTFORD

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

<input checked="" type="checkbox"/>	Hartford Fire Insurance Company	Twin City Fire Insurance Company	<input type="checkbox"/>
<input type="checkbox"/>	Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest	<input type="checkbox"/>
<input type="checkbox"/>	Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast	<input type="checkbox"/>

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Thomas R. Guy, Paul M. Hurley, Carol A. Johnson, Roger W. Blaser, Linda L. Austin
of
Troy, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **November 21, 2005**

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

THE AMERICAN INSTITUTE OF ARCHITECTS



Federal Bond No. 82032424
Hartford Bond No. 35BCSCZ2514

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
White/Olson, LLC
1120 W. Baltimore, Detroit, MI 48202-2906

SURETY (Name and Principal Place of Business):
Federal Insurance Company
100 South Fifth Street, Suite 1800, Minneapolis, MN 55402

Hartford Fire Insurance Company
5445 Corporate Drive, Troy, MI 48007

OWNER (Name and Address):
Detroit Riverfront Conservance, Inc.
200 Renaissance Center, MC 482-B13-004, Detroit, MI 48265-2000

CONSTRUCTION CONTRACT

Date: September 28, 2005
Amount: Twenty Three Million Five Hundred Sixty Thousand and No/100 (\$23,560,000.00)
Description (Name and Location):
Detroit Riverwalk - Phase II

BOND

Date (Not earlier than Construction Contract Date): November 21, 2005
Amount: Twenty Three Million Five Hundred Sixty Thousand and No/100 (\$23,560,000.00)

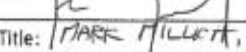
Modifications to this Bond:

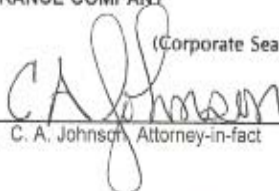
None See Page 6

WHITE/OLSON, LLC
CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

FEDERAL INSURANCE COMPANY
SURETY
Company: (Corporate Seal)

Signature: 
Name and Title: MARK MILLER, MEMBER

Signature: 
Name and Title: C. A. Johnson, Attorney-in-fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Guy Hurley Blaser & Heuer, LLC
1080 Kirts Boulevard, Suite 500, Troy, MI 48084 - (248) 519-1400

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Griffin, Smalley & Wilkerson, Inc.
37000 Grand River, Suite 150, Farmington Hills, MI 48335 - (248) 471-0970

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

In addition to the other provisions hereof, those Claimants not having a direct contract with the Contractor, must provide to the Contractor a written Notice of Furnishing within 20 days of first furnishing of materials to the project. Failure to timely serve a written notice of Furnishing upon the Contractor shall defeat any claim by Claimant for work performed prior to the date of service of the written Notice of Furnishing.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:


MARK MILLICH, DEALER

SURETY

HARTFORD FIRE INSURANCE COMPANY

(Corporate Seal)

Signature:

Name and Title:

Address:


Carol A. Johnson, Attorney-in-fact

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and Pacific Indemnity Company.

Bond Number: 82032424

POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Paul Hurley, T.R. Guy, C.A. Johnson, Linda Austin, Margaret M. Kohloff, Anne M. Barick, Robert D. Heuer and W.W. Sisson of
Troy, Michigan _____

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd day of August, 2002

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY) ss.
County of Somerset

On this 2nd day of August, 2002, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



Notarial Seal

MARIA CALISE
Notary Public, State of New Jersey
No. 2183962
Commission Expires Nov. 18, 2005

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 21st day of November, 2005



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com



IMPORTANT NOTICE TO OBLIGEEES/POLICYHOLDERS – TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

PERMIT

EROSION AND SEDIMENTATION CONTROL
AS PERSCRIBED BY
Part 91 of Act 451, Public Acts of 1994

Permit Number: 05-266
Project Title: River Walk Phase 2
Date Issued: 12/1/2005
Expiration Date: 6/1/2008

AUTHORITY IS HEREBY GRANTED TO:

APPLICANT

Dale Scrage
J.M. Olson Corp.
26210 Harper Ave.
St. Clair Shores, MI 48081
Phone: (586) 771-9330 Pager:
Fax: (586) 771-2440

AS AGENT FOR:

Leonard Parszalek
Detroit Riverfront Conseniancy
200 Renaissance Center
Detroit, MI 48265-2000
Phone: (313) 567-4281 Pager:
Fax: (313) 667-0015

TO CONDUCT AN EARTH CHANGE OF 14 ACRES ON A PARCEL 14 ACRES IN SIZE.
IN ACCORD WITH PLANS DATED: 7/18/2005
PLAN PREPARED BY:

JJR LLC
110 Miller Ave.
Ann Arbor, MI 48104
Phone: (734) 662-4457

THIS EARTH CHANGE TO BE LOCATED IN:

Community: Detroit
Section Number: Town 2S, Range 1.2E
Subdivision:
Lot #:

PLAN APPROVED ON:

THE EARTH CHANGE SHALL CONSIST OF:

Starting Date 10/1/2005 Finish Date: 12/31/2006

LOCATED AS FOLLOWS

Jefferson & E. Grand Blvd.
Detroit River 0 ft away.

PROJECT CONTACT:

Ken Maes and Steward Klaus JM Olson Corp.
Phone: (586) 771-9330 Pager: Fax: (586) 771-2440 Cell (Field) Phone (586) 899-7641 (

WORK UNDER AUTHORITY OF THIS PERMIT IS SUBJECT TO THE EARTH CHANGE REQUIRMENTS ON THE BACK OF THIS PERMIT, AND THE FOLLOWING SPECIAL RESTRICTIONS, LIMITATIONS AND INSTRUCTIONS:

- 1.) Notify the Wayne County Department of Environment at least 48 hours prior to beginning earthwork.
- 2.) Secure all other necessary clearances and permits from other governmental units prior to beginning earth change work
- 3.) Projects of 5 acres or more in size are required to obtain an NPDES storm water discharge permit. Contact MDEQ SE MI District Office (586) 753-3700.

Keep the roads clean of mud.

Protect the river

Trailer phone is (313) 567-1277

CC:: Detroit Building Department
Detroit Building Department

WAYNE COUNTY
DEPARTMENT OF ENVIRONMENT
Land Resources Management Division
3600 Commerce Court, Building E
Tel: (734) 326-3936
Fax: (734) 326-4421

Authorized by: Pat Spear
Authorized Signature: Pat Spear
Title: Soil Erosion Inspector



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHEAST MICHIGAN DISTRICT OFFICE



STEVEN E. CHESTER
DIRECTOR

September 19, 2006

Detroit Riverfront Conservancy
200 Renaissance Center
MC 482-B13-004
Detroit, MI 48265

Dear Sir/Madam:

SUBJECT: DEQ File Number 04-82-0233-P
Gabriel Richard Park fishing overlook, City of Detroit, Wayne County

We have received your agent's letter requesting a minor revision for work authorized by your Department of Environmental Quality (DEQ) permit.

This letter authorizes revision of your permit as follows:

- Dredge up to 295 cubic yards of material, redistribute the existing riprap within the area to be dredged, and place an additional 100 cubic yards of additional riprap within the dredge area. This work is being done to improve fishing habitat along the shoreline of the Riverwalk. All dredge materials shall be disposed of at an approved Type II landfill or an Army Corp Confined Disposal Facility. All work shall be completed in accordance with attached plans.

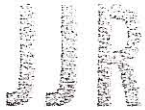
You are reminded that all conditions as set forth in the original permit remain in full force. This letter must be attached to your permit, kept at the site of the work, and be available for inspection at all times for the duration of the project or until the date of expiration. This revision does not obviate the need for other Federal, State, and/or local permits as may be required by law.

If you have any additional questions, you may contact me at 586-753-3867 or by email at Hartza@Michigan.gov.

Sincerely,

Andrew J. Hartz
District Supervisor
Land and Water Management Division
586-753-3867

cc: Mr. John Jones, Wayne SESC Officer
City of Detroit Building Department
Mr. Doug Denison, JJR, Ann Arbor
USACE-04-007-001-2



CONSTRUCTION AREA MAP



Detroit Riverwalk

PROJECT NAME

Detroit River

WATERBODY

Detroit, MI

MUNICIPALITY

T2S R12E

TOWNSHIP

G-01.02

NUMBER: 04-007-001-2

RIVERWALK RIPRAP

Detroit River, Detroit

WAYNE County, MICHIGAN

SHEET 1 OF 04

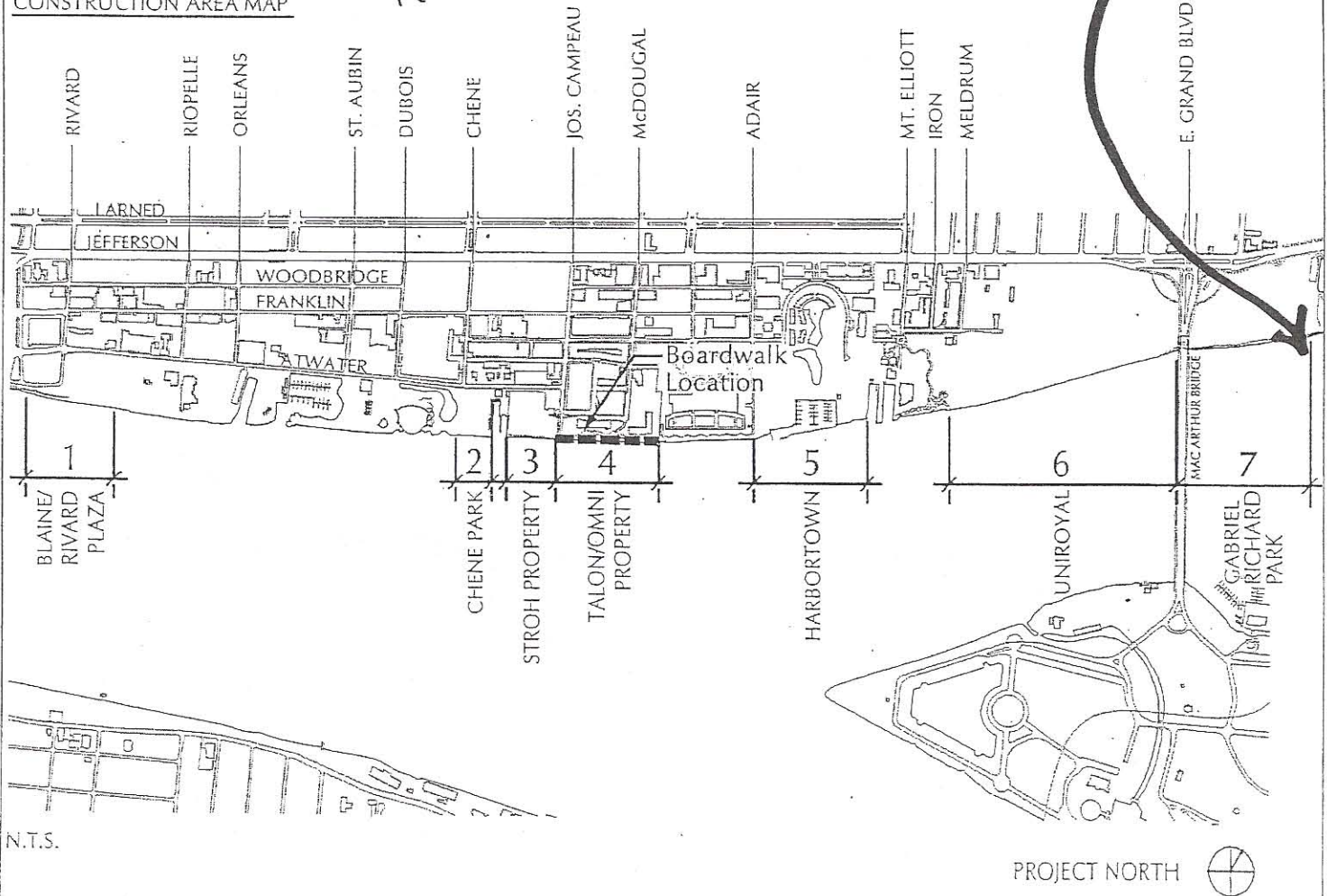
DEQ-LWMD
FILE # 04-82-0233

APPROVED PLANS

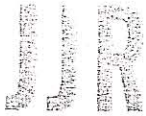
1 OF 4

REVISION OF 9/18/06

CONSTRUCTION AREA MAP



N.T.S.



Area 7- Gabriel Richard Park Rip-Rap Improvements Plan

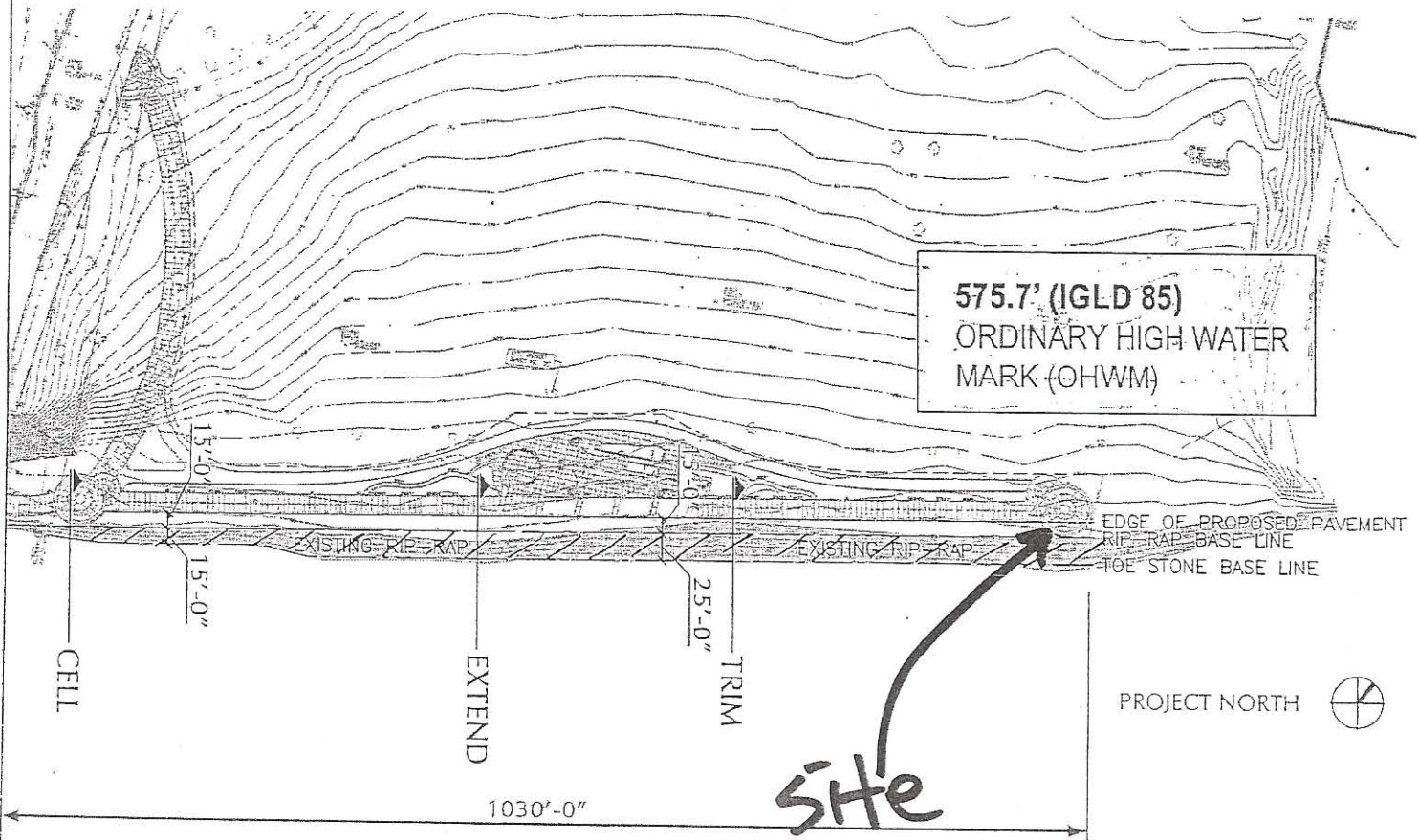


Detroit Riverwalk
 PROJECT NAME
Detroit River
 WATERBODY
Detroit, MI
 MUNICIPALITY
T2S R12E
 TOWNSHIP

SHEET

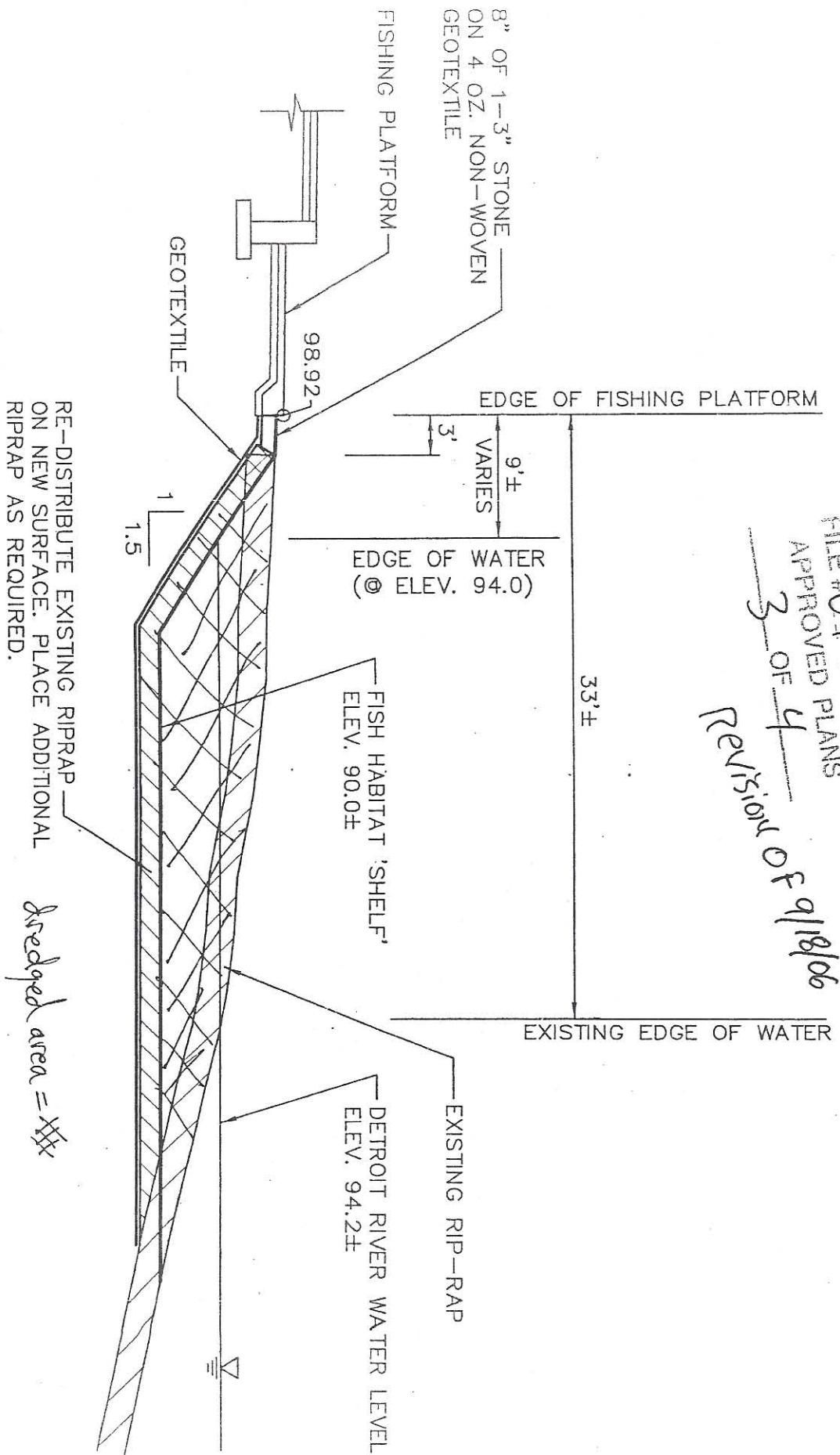
NUMBER: 04-007-001-2
 RIVERWALK RIPRAP
 Detroit River, Detroit
 WAYNE County, MICHIGAN
 SHEET 2 OF 04

DEQ-LWMD
 FILE # 04-82-0233
 APPROVED PLANS
 2 OF 4
 REVISION OF 9/18/06



111 - AUTHORIZED RIP-RAP AREA

not to scale



DEO-LW/MID
 FILE # 04-82-0233
 APPROVED PLANS
 3 OF 4
 Revision of 9/18/06

384

Department of the Army Permit Verification 04-007-001-2-1 13 Sep 2006

DEDAMMID
FILE # 04-02-0233
APPROVED PLANS
OF

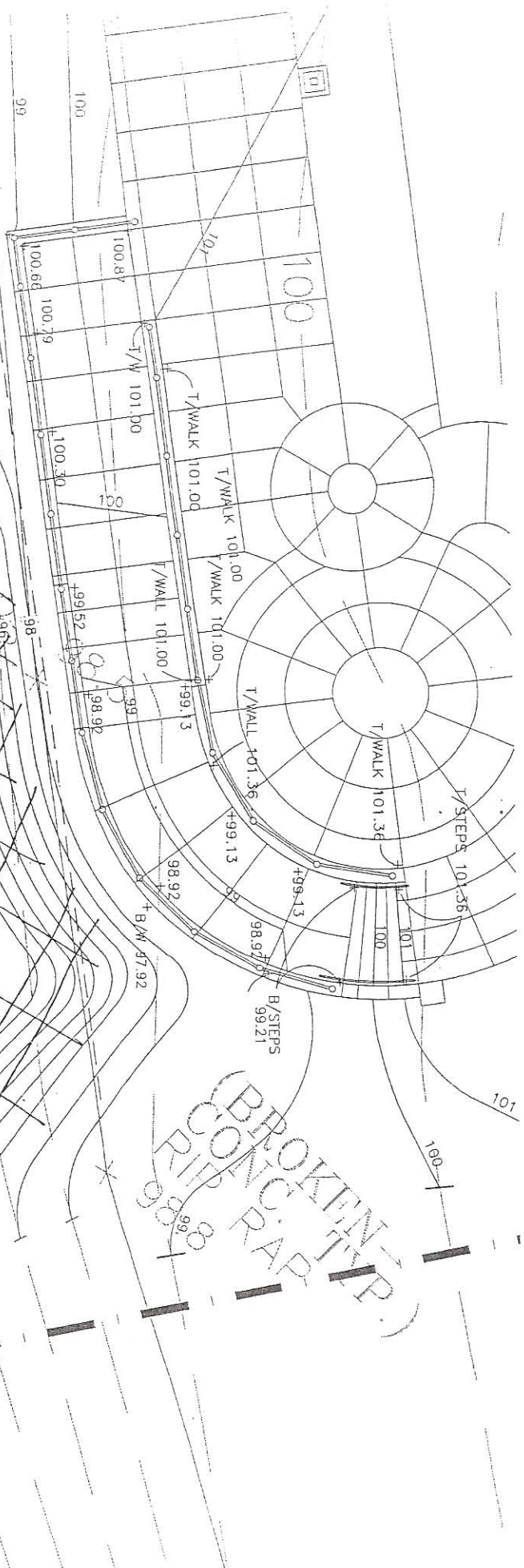
Revision of
10/18/06

WATER'S
EDGE = 94.29

Detroit River

XXX = dredged area
TOTAL VOLUME OF EXCAVATED MATERIAL = 295 CUBIC YARDS

Department of the Army Permit verification 04-007-001-2-1 13 Sep 2006



100-1

Notice of Authorization

Permit Number 04-82-0233-P

Issued: 08/04/2005

Expiration Date: 12/31/2007

The Michigan Department of Environmental Quality, Land and Water Management Division, Southeast Michigan District Office, 27700 Donald Court, Warren, Michigan 48092-2793, 586-753-3700, has issued a permit for the activity described below, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and specifically:

- Part 31 Floodplain/Water Resources Protection.
- Part 301 Inland Lakes and Streams.
- Part 303 Wetland Protection
- Part 315 Dam Safety.
- Part 325 Great Lakes Submerged Lands
- Part 323 Shorelands Protection and Management
- Part 353 Sand Dune Protection and Management

Authorized activity:

Area 1 (Blaine/Rivard Street Plaza)

Construct approximately 40 feet of steel sheet bulkhead on the east end. Discharge approximately 1600 cubic yards of riprap in a 300' x 24' area to a depth of 30' below the Low Water Datum (LWD) elevation of 571.3 (IGLD 1985) and approximately 10 feet waterward of the bulkhead location. Place a new concrete cap along 300' of existing bulkhead.

Area 2 (Chene Park-near Holcim Cement and Old Coast Guard)

Discharge approximately 3608 cubic yards of clean granular fill in a 290' x 48' area approximately 20' below the LWD elevation, waterward of an existing revetment. Place geotextile fabric and discharge an additional 4974 cubic yards of bedding aggregate and armor stone in the same 290' x 48' area.

*This notice must be displayed at the site of work
in such a way that it can be seen from the road*

Please refer to the above Permit Number with any questions or concerns

Area 3 (Stroh Property)

Place a new concrete cap along 438 feet of an existing bulkhead.

Area 4 (Talon/Omni Property)

Install approximately 906 linear feet of pile supported boardwalk

Area 5 (Harbortown)

On the west end, discharge approximately 82 cubic yards of clean granular fill and rip-rap in a 137' x 8' area 6' below the LWD elevation, waterward of the existing concrete bulkhead. On the east end, place geotextile fabric and discharge approximately 904 cubic yards of clean granular, bedding aggregate, and armor stone in a 155' x 8' area below the LWD, waterward of the existing wall. Place a 3.25' x 1.6' concrete cap along approximately 152 feet of the existing concrete bulkhead.

Area 6 (Uniroyal Site – Sub Area 1-Sub Area 5)

Sub Area 1 – Excavate approximately 115 cubic yards of an existing revetment material from a 170' x 3' area landward of the existing revetment for the placement of a new bulkhead. Construct approximately 170 feet of steel sheet bulkhead. Backfill approximately 1900 cubic yards of clean sand material in a 170' x 5' area behind the new bulkhead to replace the material excavation from this area.

Sub Area 2 (East Treatment) Construct approximately 176 feet of new steel sheet bulkhead 4 feet waterward of the existing timber bulkhead. Backfill with approximately 418 cub yard of cement based flowable material between the old timber bulkhead and new steel sheet bulkhead. Excavate approximately 156 cubic yard of existing concrete material from a 176' x 4' area landward of the existing bulkhead and backfill with approximately 1956 cubic yards of sand material in a 176' x 50' area, in order to place new tie rods and anchors. Place a limestone terrace on top of the new bulkhead and above OHHW.

*This notice must be displayed at the site of work
in such a way that it can be seen from the road*

Please refer to the above Permit Number with any questions or concerns

Sub Area 2 – (West Treatment) Construct approximately 415 feet of new steel sheet bulkhead 4 feet waterward from the existing timber bulkhead. Backfill with approximately 984 cubic yards of cement based flowable material between the old timber bulkhead and new steel sheet bulkhead. Excavate approximately 369 cubic yards of existing concrete material from a 415' x 4' area landward of the exiting bulkhead and backfill with approximately 4612 cubic yards of sand material in a 415' x 50' area in order to place new tie rods and anchors.

Sub Area 3 – Place a concrete cap on approximately 325 feet of existing bulkhead.

Sub Area 4 – Place a concrete cap on approximately 42 feet of existing bulkhead. Backfill a 42' x 14' area of existing openings with approximately 400 cubic yards of clean cement based flowable fill.

Sub Area 5 – Place a concrete cap on approximately 264 feet of existing bulkhead.

Gabriel Richard Park Area

Perform repairs and stabilization efforts along approximately 1,030 linear feet of the existing shoreline by completing the following activities:

Break up (rubblize) all of the existing large concrete slabs along the riverbank down to a 18 inch maximum dimension. Establish a riprap baseline 15 feet from the edge of the proposed walkway . Extend and pull back the rubblized riprap along the riprap baseline as depicted in the attached plans. Establish a toe stone baseline 15 to 25 feet from the riprap baseline, at the waters edge two tone anchor stones will be placed. Backfill the area between the riverwalk and the top of the riprap as needed. Install two (2) circular cells that will act as shore fishing access points. Place riprap between the cells and the waters edge as depicted on the attached plans.

All work shall be completed in accordance with the attached plans.

To be conducted at property located: Wayne County, Waterbody: Detroit River

*This notice must be displayed at the site of work
in such a way that it can be seen from the road*

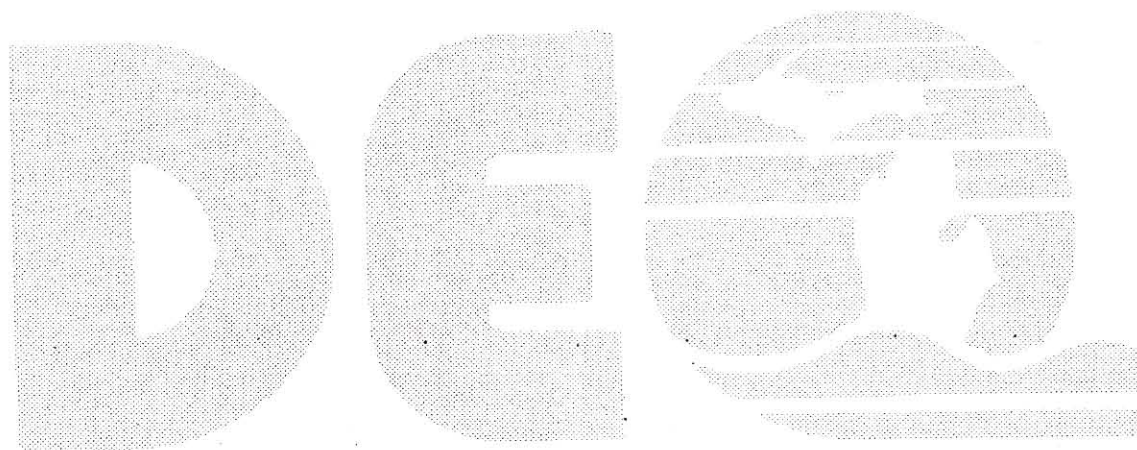
Please refer to the above Permit Number with any questions or concerns

Section , Town 2S, Range 12E, City of Detroit

Permittee: Detroit Riverfront Conservancy
200 Renaissance Center
MC 482-B13-004
Detroit, MI 48265

Steven E. Chester, Director
Department of Environmental Quality

Andrew J. Hartz
District Representative



*This notice must be displayed at the site of work
in such a way that it can be seen from the road*

Please refer to the above Permit Number with any questions or concerns



DEPARTMENT OF THE ARMY

DETROIT DISTRICT, CORPS OF ENGINEERS

BOX 1027

DETROIT, MICHIGAN 48231-1027

September 13, 2006

IN REPLY REFER TO

Engineering & Technical Services
Regulatory Office
File No. 04-007-001-2

Douglas Denison
JJR, LLC
110 Miller Avenue
Ann Arbor, Michigan 48104-1339

Dear Mr. Denison:

This letter is in response to your August 29, 2006 request to modify Department of the Army No. 04-007-001-2. You requested an alteration of the shoreline at the east fishing overlook at Gabriel Richard Park in order to create more favorable conditions for fishing.

We have verified that the project is authorized by nationwide permit number 13 as published in the Federal Register, and Regional Permit No. 80-200-001-6 reissued on May 7, 2002 under authority of Section 10 of the 1899 Rivers and Harbors Act and Section 404 of the 1977 Clean Water Act.

As indicated on the enclosed plans, the following work is authorized:

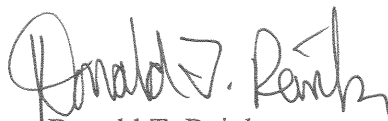
Dredging of up to 295 cubic yards of material; redistribution of existing riprap in dredged area; and placement of up to 100 cubic yards of additional riprap in the dredged area.

This authorization is contingent upon compliance with the enclosed nationwide permit, nationwide general conditions, and the regional permit conditions. Any construction activity other than that shown on the plans may not qualify for the authorization. To our knowledge, your proposed activity complies. If that is not the case, you must contact this office for further instructions. If you contemplate any changes or additional activities from those depicted on the plans, please submit them to this office for authorization review prior to any construction. Upon completion of the work, fill in and return the enclosed COMPLETION REPORT.

This verification is invalid until you obtain an appropriate state permit/certification or waiver thereof. If local approvals are required, we recommend you contact the appropriate local government body directly.

This verification is valid until the Regional and/or Nationwide Permit (NWP) is modified, reissued, or revoked. All existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2007. It is incumbent on you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. If you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. If you have any questions on this matter, contact me at (313) 226-1322 and refer to File Number: 04-007-001-2.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald T. Reinke". The signature is written in a cursive style with a large initial "D".

Donald T. Reinke
Project Manager
Enforcement Branch

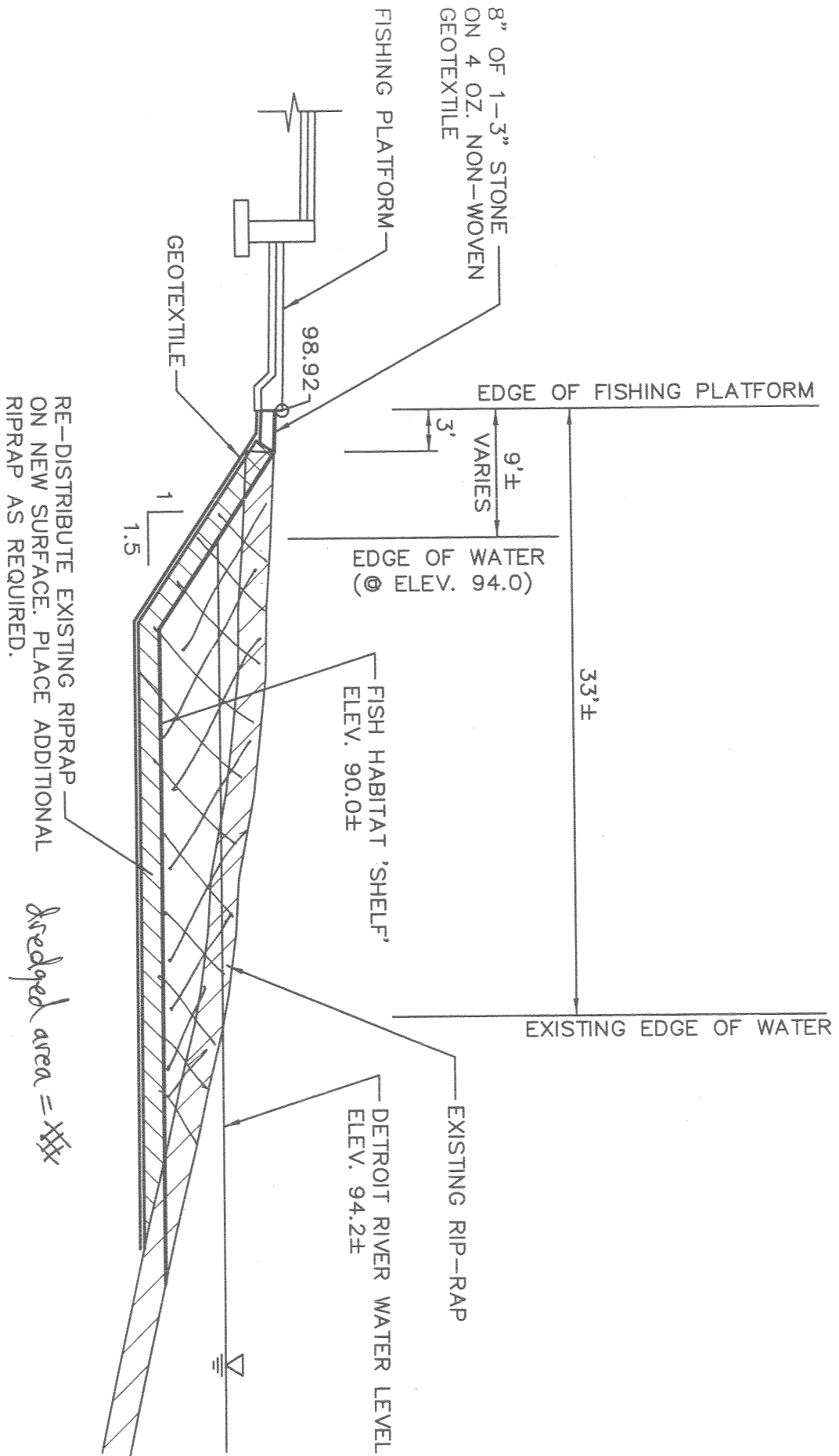
Enclosures

Copy Furnished

MDEQ, Southeast Michigan District Office (04-82-233)
Enforcement Branch
Wayne County Department of Environment/Hutchinson

NOAA, w/print

364



Department of the Army Permit verification 04-007-001-2-1 13 Sep 2006

NATIONWIDE PERMIT.

Nationwide Permit No. 13. Bank Stabilization. Bank stabilization activities necessary for erosion prevention provided the activity meets all of the following criteria:

- a. No material is placed in excess of the minimum needed for erosion protection;
- b. The bank stabilization activity is less than 500 feet in length;
- c. The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line;
- d. No material is placed in any special aquatic site, including wetlands;
- e. No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any wetland area;
- f. No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,
- g. The activity is part of a single and complete project.

Bank stabilization activities in excess of 500 feet in length or greater than an average of one cubic yard per running foot may be authorized if the permittee notifies the District Engineer in accordance with the "Notification" General Condition 13 and the District Engineer determines the activity complies with the other terms and conditions of the NWP and the adverse environmental effects are minimal both individually and cumulatively. This NWP may not be used for the channelization of waters of the US. (Sections 10 and 404)

Corps Regional Conditions for NWP 13:

- (a) This NWP doesn't apply to river segments which are components of a State Wild or Scenic River segment designated under Natural Resources and Environmental Protection Act (NREPA 1994 PA 451, as amended) Part 305 Natural Rivers, or environmental areas designated under Part 323 Shorelands Protection and Management.

Nationwide Permit General Conditions

The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. No activity may cause more than a minimal adverse effect on navigation.
2. Proper Maintenance. Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.
3. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date.
4. Aquatic Life Movements. No activity may substantially disrupt the movement of those species of aquatic life

indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

5. Equipment. Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

6. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions which may have been added by the division engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the State or tribe in its Section 401 water quality certification and Coastal Zone Management Act consistency determination.

7. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the

appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

8. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

9. Water Quality. (a) In certain States and tribal lands an individual 401 water quality certification must be obtained or waived (See 33 CFR 330.4(c)).

(b) For NWPs 12, 14, 17, 18, 32, 39, 40, 42, 43, and 44, where the State or tribal 401 certification (either generically or individually) does not require or approve a water quality management plan, the permittee must include design criteria and techniques that will ensure that the authorized work does not result in more than minimal degradation of water quality. An important component of a water quality management plan includes stormwater management that minimizes degradation of the downstream aquatic system, including water quality. Refer to General Condition 21 for stormwater management requirements. Another important component of a water quality management plan is the establishment and maintenance of vegetated buffers next to open waters, including streams. Refer to General Condition 19 for vegetated buffer requirements for the NWPs.

10. Coastal Zone Management. In certain states, an individual state coastal zone management consistency concurrence must be obtained or waived (see Section 330.4(d)).

11. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which will destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or is located in the designated critical habitat and shall not begin work on the activity until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. For activities that may affect Federally-listed endangered or threatened species or designated critical habitat, the notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the

designated critical habitat that may be affected by the proposed work. As a result of formal or informal consultation with the FWS or NMFS, the District Engineer may add species-specific regional endangered species conditions to the NWP.

(b) Authorization of an activity by a nationwide permit does not authorize the "take" of a threatened or endangered species as defined under the Federal Endangered Species Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. Fish and Wildlife Service and National Marine Fisheries Service or their world wide web pages at <http://www.fws.gov/r9endspp/endspp.html> and http://www.nfms.gov/prot_res/esahome.html, respectively.

12. Historic Properties. No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the DE has complied with the provisions of 33 CFR part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)). For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the notification must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.

13. Notification. (a) Timing: Where required by the terms of the NWP, the prospective permittee must notify the District Engineer with a preconstruction notification (PCN) as early as possible. The District Engineer must determine if the PCN is complete within 30 days of the date of receipt and can request the additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the District Engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the District Engineer. The prospective permittee shall not begin the activity:

(1) Until notified in writing by the District Engineer that the activity may proceed under the NWP with any special conditions imposed by the District or Division Engineer; or

(2) If notified in writing by the District or Division Engineer that an individual permit is required; or

(3) Unless 45 days have passed from the District Engineer's receipt of the complete notification and the prospective permittee has not received written notice from the District or Division Engineer. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Notification: The notification must be in writing and include the following information:

(1) Name, address, and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) Brief description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the

project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity; and

(4) For NWP 7, 12, 14, 18, 21, 34, 38, 39, 40, 41, 42, and 43, the PCN must also include a delineation of affected special aquatic sites, including wetlands, vegetated shallows (e.g., submerged aquatic vegetation, seagrass beds), and riffle and pool complexes (see paragraph 13(f));

(5) For NWP 7, Outfall Structures and Maintenance, the PCN must include information regarding the original design capacities and configurations of those areas of the facility where maintenance dredging or excavation is proposed.

(6) For NWP 14, Linear Transportation Crossings, the PCN must include a compensatory mitigation proposal to offset permanent losses of waters of the United States and a statement describing how temporary losses of waters of the United States will be minimized to the maximum extent practicable.

(7) For NWP 21, Surface Coal Mining Activities, the PCN must include an Office of Surface Mining (OSM) or state-approved mitigation plan.

(8) For NWP 27, Stream and Wetland Restoration, the PCN must include documentation of the prior condition of the site that will be reverted by the permittee.

(9) For NWP 29, Single-Family Housing, the PCN must also include:

(i) Any past use of this NWP by the individual permittee and/or the permittee's spouse;

(ii) A statement that the single-family housing activity is for a personal residence of the permittee;

(iii) A description of the entire parcel, including its size, and a delineation of wetlands. For the purpose of this NWP, parcels of land measuring 1/4 acre or less will not require a formal on-site delineation. However, the applicant shall provide an indication of where the wetlands are and the amount of wetlands that exists on the property. For parcels greater than 1/4 acre in size, a formal wetland delineation must be prepared in accordance with the current method required by the Corps. (See paragraph 13(f));

(iv) A written description of all land (including, if available, legal descriptions) owned by the prospective permittee and/or the prospective permittee's spouse, within a one mile radius of the parcel, in any form of ownership (including any land owned as a partner, corporation, joint tenant, co-tenant, or as a tenant-by-the-entirety) and any land on which a purchase and sale agreement or other contract for sale or purchase has been executed;

(10) For NWP 31, Maintenance of Existing Flood Control Projects, the prospective permittee must either notify the District Engineer with a PCN prior to each maintenance activity or submit a five year (or less) maintenance plan. In addition, the PCN must include all of the following:

(i) Sufficient baseline information so as to identify the approved channel depths and configurations and existing facilities. Minor deviations are authorized, provided the approved flood control protection or drainage is not increased;

(ii) A delineation of any affected special aquatic sites, including wetlands; and,

(iii) Location of the dredged material disposal site.

(11) For NWP 33, Temporary Construction, Access, and Dewatering, the PCN must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources.

(12) For NWP 39, 43, and 44, the PCN must also include a written statement to the District Engineer explaining how avoidance and minimization of losses of waters of the United States were achieved on the project site.

(13) For NWP 39, Residential, Commercial, and Institutional Developments, and NWP 42, Recreational Facilities, the PCN must include a compensatory mitigation proposal that offsets unavoidable losses of waters of the United States or justification explaining why compensatory mitigation should not be required.

(14) For NWP 40, Agricultural Activities, the PCN must include a compensatory mitigation proposal to offset losses of waters of the United States.

(15) For NWP 43, Stormwater Management Facilities, the PCN must include, for the construction of new stormwater management facilities, a maintenance plan (in accordance with State and local requirements, if applicable) and a compensatory mitigation proposal to offset losses of waters of the United States.

(16) For NWP 44, Mining Activities, the PCN must include a description of all waters of the United States adversely affected by the project, a description of measures taken to minimize adverse effects to waters of the United States, a description of measures taken to comply with the criteria of the NWP, and a reclamation plan (for aggregate mining activities in isolated waters and non-tidal wetlands adjacent to headwaters and any hard rock/mineral mining activities).

(17) For activities that may adversely affect Federally-listed endangered or threatened species, the PCN must include the name(s) of those endangered or threatened species that may be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work.

(18) For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.

(19) For NWPs 12 and 14 where the proposed work involves discharges of dredged or fill material into waters of the United States resulting in permanent, above-grade fills within 100-year floodplains (as identified on FEMA's Flood Insurance Rate Maps or FEMA-approved local floodplain maps), and for NWPs 29, 39, 40, 42, 43, and 44, where the proposed work involves discharges of dredged or fill material into waters of the United States resulting in permanent, above-grade fills within the flood fringe of 100-year floodplains of headwater streams, the notification must include documentation demonstrating that the proposed work complies with the appropriate FEMA or FEMA-approved local floodplain construction requirements.

(c) Form of Notification: The standard individual permit application form (Form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)-(19) of General Condition 13. A letter containing the requisite information may also be used.

(d) District Engineer's Decision: In reviewing the PCN for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The prospective permittee may, optionally, submit a proposed mitigation plan with the PCN to expedite the process and the District Engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, the District Engineer will notify the permittee and include any conditions the District Engineer deems necessary.

Any compensatory mitigation proposal must be approved by the District Engineer prior to commencing work. If the

prospective permittee is required to submit a compensatory mitigation proposal with the PCN, the proposal may be either conceptual or detailed. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the District Engineer will expeditiously review the proposed compensatory mitigation plan. The District Engineer must review the plan within 45 days of receiving a complete PCN and determine whether the conceptual or specific proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written response to the applicant stating that the project can proceed under the terms and conditions of the nationwide permit.

If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then he will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the District Engineer determines that mitigation is required in order to ensure no more than minimal adverse effects on the aquatic environment, the activity will be authorized within the 45-day PCN period, including the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level. When conceptual mitigation is included, or a mitigation plan is required under item (2) above, no work in waters of the United States will occur until the District Engineer has approved a specific mitigation plan.

(e) Agency Coordination: The District Engineer will consider any comments from Federal and State agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse effects on the aquatic environment to a minimal level.

For activities requiring notification to the District Engineer that result in the loss of greater than 1/2 acre of waters of the United States, the District Engineer will, upon receipt of a notification, provide immediately (e.g., via facsimile transmission, overnight mail, or other expeditious manner), a copy to the appropriate offices of the Fish and Wildlife Service, State natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the National Marine Fisheries Service. With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the District Engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 15 calendar days before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. As required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act, the District Engineer will provide a response to National Marine Fisheries Service within 30 days of receipt of any Essential Fish Habitat conservation

recommendations. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.

(f) Wetlands Delineations: Wetland delineations must be prepared in accordance with the current method required by the Corps. For NWP 29 see paragraph (b)(9)(iii) for parcels less than 1/4 acre in size. The permittee may ask the Corps to delineate the special aquatic site. There may be some delay if the Corps does the delineation. Furthermore, the 45-day period will not start until the wetland delineation has been completed and submitted to the Corps, where appropriate.

14. Compliance Certification. Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter. The certification will include: (a) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; (b) A statement that any required mitigation was completed in accordance with the permit conditions; and (c) The signature of the permittee certifying the completion of the work and mitigation.

15. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3 acre.

16. Water Supply Intakes. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may occur in the proximity of a public water supply intake except where the activity is for repair of the public water supply intake structures or adjacent bank stabilization.

17. Shellfish Beds. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4.

18. Suitable Material. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

19. Mitigation. The project must be designed and constructed to avoid and minimize adverse effects to waters of the United States to the maximum extent practicable at the project site (i.e., on site). Mitigation will be required when necessary to ensure that the adverse effects to the aquatic environment are minimal. The District Engineer will consider the factors discussed below when determining the acceptability of appropriate and practicable mitigation necessary to offset adverse effects on the aquatic environment that are more than minimal.

(a) Compensatory mitigation at a minimum 1:1 ratio will be required for all wetland impacts requiring a PCN. Consistent with National policy, the District Engineer will establish a preference for restoration of wetlands to meet the minimum compensatory mitigation ratio, with preservation used only in exceptional circumstances.

(b) To be practicable, the mitigation must be available and capable of being done considering costs, existing technology, and logistics in light of the overall project purposes. Examples of mitigation that may be appropriate and practicable include, but are not limited to: reducing the size of the project;

establishing and maintaining wetland or upland vegetated buffers to protect open waters such as streams; and replacing losses of aquatic resource functions and values by creating, restoring, enhancing, or preserving similar functions and values, preferably in the same watershed;

(c) The District Engineer will require restoration, creation, enhancement, or preservation of other aquatic resources in order to offset the authorized impacts to the extent necessary to ensure that the adverse effects on the aquatic environment are minimal. An important element of any compensatory mitigation plan for projects in or near streams or other open waters is the establishment and maintenance, to the maximum extent practicable, of vegetated buffers next to open waters on the project site. The vegetated buffer should consist of native species. The District Engineer will determine the appropriate width of the vegetated buffer and in which cases it will be required. Normally, the vegetated buffer will be 25 to 50 feet wide on each side of the stream, but the District Engineer may require wider vegetated buffers to address documented water quality concerns. If there are open waters on the project site and the District Engineer requires compensatory mitigation for wetland impacts to ensure that the net adverse effects on the aquatic environment are minimal, any vegetated buffer will comprise no more than 1/3 of the remaining compensatory mitigation acreage after the permanently filled wetlands have been replaced on a one-to-one acreage basis. In addition, compensatory mitigation must address adverse effects on wetland functions and values and cannot be used to offset the acreage of wetland losses that would occur in order to meet the acreage limits of some of the NWPs (e.g., for NWP 39, 1/4 acre of wetlands cannot be created to change a 1/2 acre loss of wetlands to a 1/4 acre loss; however, 1/2 acre of created wetlands can be used to reduce the impacts of a 1/3 acre loss of wetlands). If the prospective permittee is required to submit a compensatory mitigation proposal with the PCN, the proposal may be either conceptual or detailed.

(d) To the extent appropriate, permittees should consider mitigation banking and other appropriate forms of compensatory mitigation. If the District Engineer determines that compensatory mitigation is necessary to offset losses of waters of the United States and ensure that the net adverse effects of the authorized work on the aquatic environment are minimal, consolidated mitigation approaches, such as mitigation banks, will be the preferred method of providing compensatory mitigation, unless the District Engineer determines that activity-specific compensatory mitigation is more appropriate, based on which is best for the aquatic environment. These types of mitigation are preferred because they involve larger blocks of protected aquatic environment, are more likely to meet the mitigation goals, and are more easily checked for compliance. If a mitigation bank or other consolidated mitigation approach is not available in the watershed, the District Engineer will consider other appropriate forms of compensatory mitigation to offset the losses of waters of the United States to ensure that the net adverse effects of the authorized work on the aquatic environment are minimal.

20. Spawning Areas. Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill material, in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., excavate, fill, or smother downstream by substantial turbidity) of an important spawning area are not authorized.

21. Management of Water Flows. To the maximum extent practicable, the activity must be designed to maintain preconstruction downstream flow conditions (e.g., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to

impound waters) and the structure or discharge of dredged or fill material must withstand expected high flows. The activity must, to the maximum extent practicable, provide for retaining excess flows from the site, provide for maintaining surface flow rates from the site similar to preconstruction conditions, and must not increase water flows from the project site, relocate water, or redirect water flow beyond preconstruction conditions. In addition, the activity must, to the maximum extent practicable, reduce adverse effects such as flooding or erosion downstream and upstream of the project site, unless the activity is part of a larger system designed to manage water flows.

22. Adverse Effects From Impoundments. If the activity, including structures and work in navigable waters of the United States or discharge of dredged or fill material, creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

23. Waterfowl Breeding Areas. Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill material, into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

24. Removal of Temporary Fills. Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.

25. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, National Wild and Scenic Rivers, critical habitat for Federally listed threatened and endangered species, coral reefs, State natural heritage sites, and outstanding national resource waters or other waters officially designated by a State as having particular environmental or ecological significance and identified by the District Engineer after notice and opportunity for public comment. The District Engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Except as noted below, discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, and 44 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. Discharges of dredged or fill materials into waters of the United States may be authorized by the above NWPs in National Wild and Scenic Rivers if the activity complies with General Condition 7. Further, such discharges may be authorized in designated critical habitat for Federally listed threatened or endangered species if the activity complies with General Condition 11 and the U.S. Fish and Wildlife Service or the National Marine Fisheries Service has concurred in a determination of compliance with this condition.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with General Condition 13, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The District Engineer may authorize activities under these NWPs only after he determines that the impacts to the critical resource waters will be no more than minimal.

26. Fills Within 100-Year Floodplains. For purposes of this general condition, 100-year floodplains will be identified through the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps or FEMA-approved local floodplain maps.

(a) Discharges Below Headwaters. Discharges of dredged or fill material into waters of the United States resulting in permanent, above-grade fills within the 100-year floodplain at or below the point on a stream where the average annual flow

is five cubic feet per second (i.e., below headwaters) are not authorized by NWPs 29, 39, 40, 42, 43, and 44. For NWPs 12 and 14, the prospective permittee must notify the District Engineer in accordance with General Condition 13 and the notification must include documentation that any permanent, above-grade fills in waters of the United States within the 100-year floodplain below headwaters comply with FEMA or FEMA-approved local floodplain construction requirements.

(b) Discharges in Headwaters (i.e., above the point on a stream where the average annual flow is five cubic feet per second).

(1) Flood Fringe. Discharges of dredged or fill material into waters of the United States resulting in permanent, above-grade fills within the flood fringe of the 100-year floodplain of headwaters are not authorized by NWPs 12, 14, 29, 39, 40, 42, 43, and 44, unless the prospective permittee notifies the District Engineer in accordance with General Condition 13. The notification must include documentation that such discharges comply with FEMA or FEMA-approved local floodplain construction requirements.

(2) Floodway. Discharges of dredged or fill material into waters of the United States resulting in permanent, above-grade fills within the floodway of the 100-year floodplain of headwaters are not authorized by NWPs 29, 39, 40, 42, 43, and 44. For NWPs 12 and 14, the permittee must notify the District Engineer in accordance with General Condition 13 and the notification must include documentation that any permanent, above grade fills proposed in the floodway comply with FEMA or FEMA-approved local floodplain construction requirements.

D. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other Federal, State, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

REGIONAL PERMIT GENERAL CONDITIONS

1. You must maintain the activity authorized by the Regional permit in good condition and in conformance with the terms and conditions of the Regional permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
2. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by the Regional permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
3. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to insure compliance with the Regional permit.

For your convenience, a copy of the certification is attached if it contains such conditions.

4. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the Regional permit.

Special Conditions: none

1 The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

Further Information:

1. Congressional Authorities: You have been so authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. The Regional permit does not obviate the need to obtain Federal, state, or local authorizations required by law.

b. The Regional permit does not grant any property rights or exclusive privileges.

c. The Regional permit does not authorize any injury to the property or rights of others.

d. The Regional permit does not authorize interference with any existing or proposed Federal project.

e. The Regional Permit authorizing the activity expires on May 14, 2007 unless it is reissued without modification or the activity complies with any subsequent modification of the Regional. If the Regional permit is not reissued for the activity in question, activities which have commenced construction or are under contract to commence in reliance upon the Regional Permit will remain authorized provided the activity is completed by May 14, 2008.

3. Limits of Federal Liability. In issuing the Regional permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by the Regional permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modifications, suspension, or revocation of the Regional permit.

4. Reliance on Applicant's Data: The verification by this office that the project conforms with the Regional permit was made in reliance of the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this project at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of the Regional permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision and/or our verification that the activity complies with the Regional permit.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of the Regional permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. The Regional Permit does not apply to:
- a. Activities which would impact historical, cultural, or archaeological sites or practices as provided in the National Historic Preservation Act of 1966 and the Archaeological and Historic Preservation Act of 1974.
 - b. Sites included in the National Registry of Natural Landmarks.
 - c. Designated environmental areas under the State of Michigan Shorelands Protection and Management Act (1972 Public Act 245, as amended), stream corridors designated under the Natural River Act (1970 Public Act 231) promulgated by Michigan Department of Environmental Quality (MDEQ), and areas dedicated or designated under the Wilderness and Natural Areas Act (1972 Public Act 241).
 - d. Activities which would affect Federally-listed endangered, threatened, or proposed species.
 - e. Any other areas named in Acts of Congress or Presidential Proclamations as National Wildlife Refuges, National Rivers, components of the National Wild and Scenic River System, National Wilderness Areas, National Recreation Areas, National Lakeshores, National Parks, National Monuments, and such areas as may be established under Federal Law for similar and related purposes.??

NATIONWIDE PERMIT COMPLETION REPORT
Detroit District, Corps of Engineers

CELRE-RG-E 04-007-001-2

Commander
U.S. Army Engineer District, Detroit
ATTN: Regulatory Office
P.O. Box 1027
Detroit, Michigan 48231-1027

Dear Sir:

This is in regard to Department of the Army File No. 04-007-001-2, issued to Detroit Riverfront Conservancy on September 13, 2006, to dredge and place riprap in the Detroit River at Gabriel Richard Park in Detroit, Michigan. I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the permit, and mitigation (if required) was completed in accordance with the permit conditions.

The work was completed on:
(Date work completed)

(Signature of Permittee)

(Date)

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the above address, within 10 days after completion of work.

Please note that your permitted activity is subject to compliance inspection by the U.S. Army Corps of Engineers' representatives. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.