

**WAYNE COUNTY DRAIN COMMISSIONER**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR THE**  
**ENVIRONMENTAL STUDIES/REPORTS PORTION OF THE**  
**GENERAL REEVALUATION REPORT FOR THE**  
**NORTH BRANCH ECORSE CREEK DRAIN FLOOD CONTROL PROJECT**  
**WAYNE COUNTY, MICHIGAN**

**Project Description**

Flooding along the North Branch of Ecorse Creek (NBEC), located entirely within Wayne County, Michigan, has occurred repeatedly over the last 40 years. In large flood events, it is estimated that the NBEC flooding impacts up to 9,100 properties, including damage to property and sewage backups into homes and businesses. The U.S. Army Corps of Engineers (USACE) performed a Feasibility Study and Environmental Impact Statement (EIS) in 1988; however, the recommended project was never built because of financial/economic conditions at that time.

The North Branch of Ecorse Creek was established as a County Drain in 1926, with improvements dating back to the mid-1800s, and is under the jurisdiction of the Wayne County Drain Commissioner. The flooding that occurred in May 2004 prompted the City of Dearborn Heights to petition the Wayne County Drain Commissioner for flood relief. In response to the petition for flood relief and in accordance with the Michigan Drain Code, a Board of Determination was convened in December 2004 and heard overwhelming testimony from property owners regarding flooding problems. The Board ordered the Wayne County Drain Commissioner to move forward with a flood control project. The Drain Commissioner commissioned a flood control study to be completed and a recommendation for a flood control project to be developed. The final recommendation was a \$240 million greenway and improvements project. The Drain Commissioner continued to pursue opportunities to offset the cost of the project. In 2009, Wayne County requested the U.S. Army Corps of Engineers (USACE) to re-evaluate the 1988 Feasibility Study and Environmental Impact Statement.

The USACE and Wayne County are working collaboratively to develop an updated Feasibility Study (General Reevaluation Report (GRR)) for the NBEC. The purpose of this request for proposal is to assist Wayne County in preparation of supporting information for the GRR. The GRR is a re-evaluation of the feasibility of providing flood damage reduction measures along the NBEC.

The Wayne County Drain Commissioner is soliciting proposals for professional engineering services to complete two major components of the U.S. Army Corps of Engineers' GRR of the Feasibility Study for the Ecorse Creek Flood Control Project. These components are the: (1) Engineering and Design Analyses; and (2) Environmental Studies/Reports.

**This Request for Proposals (RFP) is for the professional engineering services for the Environmental Studies/Reports contract.** At the request of the Drain Commissioner,

Butler Benton, Jr., 415 Clifford St., Detroit, MI, this RFP was prepared on behalf of the North Branch of Ecorse Creek Drain Drainage District.

**RFP Schedule**

**Issue Date:** April 16, 2010

**Pre-Proposal Question Deadline:** April 23, 2010, 4:00pm

**Mandatory Pre-Proposal Conference:** April 27, 2010, 1:30pm, at **Taylor City Hall, Council Chambers, 23555 Goddard Road, Taylor MI.** Location may be subject to change.

**Submittal Deadline:** Sealed Proposals must be received at the Office of the Wayne County Drain Commissioner c/o the Wayne County Department of Public Services, ATTN: Ms. Sue Hanson, **415 Clifford St., 7<sup>th</sup> floor, Detroit, MI, 48226** by **4:00 p.m.**, local time, on **May 14, 2010.** Late submittals will not be accepted.

**Copies of RFP:** Copies of the complete Request for Proposals and Attachments may be obtained from the following website: <http://www.nbecorsecreek.com/rfp.php>. The RFP files will be sent via US Mail (CD/DVD format) upon request only. Contact Ms. Sue Hanson at the Office of the Wayne County Drain Commissioner, Wayne County Department of Public Services, 415 Clifford Street, Detroit, MI 48226. Telephone: 313-224-8283 or e-mail: [shanson@co.wayne.mi.us](mailto:shanson@co.wayne.mi.us).

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## **SECTION I: SUBMITTAL INSTRUCTIONS**

### **1. PURPOSE**

The purpose of this Request for Proposals (RFP) is to inform professional engineering firms of this project. Any professional engineering firms interested in performing the work associated with this project (hereinafter called Proposers) are required to express interest formally and submit firm credentials and profiles, and a complete proposal relative to the expected work. After the proposals have been received by the submittal date, they will be evaluated. There may be a presentation before a selection committee, after which an engineering firm will be selected.

### **2. PRE-PROPOSAL INFORMATION AND QUESTIONS**

Each proposal that is received by the deadline will be evaluated on its merit, including the completeness of all requested information. In preparing written proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Wayne County Drain Commissioner. If a Proposer finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Project Contact indicated in Section I.3, so that written clarification may be sent to all prospective Proposers. **THE OFFICE OF WAYNE COUNTY DRAIN COMMISSIONER IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS OR INTERPRETATIONS.** All questions must be submitted in writing to the Project Contact before the Pre-Proposal Question Deadline indicated herein. No contact regarding this document with other representatives of the Wayne County Drain Commissioner or the Wayne County Department of Public Services (DPS) is permitted. All answers will be issued in the form of an addendum.

### **3. QUESTION DEADLINE AND PROJECT CONTACT**

All questions related to the content of this RFP must be received in writing no later than 4:00 pm local time on April 23, 2010 and shall be addressed to Wayne County contact for this project, Ms. Sue Hanson, via email (shanson@co.wayne.mi.us), via fax (313-224-0045) or in writing at the following address:

Ms. Sue Hanson, P.E. Office of the Wayne County Drain Commissioner  
c/o Wayne County Department of Public Services  
415 Clifford Street, 7<sup>th</sup> Floor  
Detroit, MI 48226

#### 4. MANDATORY PRE-PROPOSAL MEETING

A Pre-Proposal Meeting will be held on April 27, 2010, 1:30 pm, Taylor City Hall, City Council Chambers, 23555 Goddard Road, Taylor, MI. (Location may be subject to change.) Staff will be available at this meeting to answer questions about this RFP. Attendance at this meeting is **mandatory** for all firms who intend to submit a proposal as the lead consultant; attendance by subconsultants is optional.

#### 5. RFP MODIFICATIONS

Clarifications, modifications, or amendments may be made to the RFP at the discretion of the Wayne County Drain Commissioner. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes via email only. However, it will be the responsibility of the Proposers to check the following website for any updates: <http://www.waynecounty.com/mygovt/doe/depts/fmd/library.aspx>

#### 6. PROPOSAL SUBMISSION

To be considered, seven (7) copies of the proposal must be prepared in the manner and detail specified in this RFP. The proposal submission must also include one (1) CD containing an Adobe PDF of the entire submittal, an Excel file containing the Project experience matrix (see Section III.2 of this RFP), and an Excel file containing the cost proposal (see Section III.5). The cost proposal spreadsheet will not be distributed with the hardcopy proposal.

- a. Proposals must be submitted to the **Office of the Wayne County Drain Commissioner c/o Wayne County Department of Public Services**, 415 Clifford St., 7<sup>th</sup> floor, Detroit, MI, 48226, by **4:00 p.m.**, local time, on **May 14, 2010**. Late submittals will not be accepted. It is each Proposer's responsibility to insure that its proposal is received by the Office of the Wayne County Drain Commissioner prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling, traffic congestion, or any other reason. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. Local Time, Monday through Friday, legal holidays excepted.
- b. Responses received after the stated deadline will not be accepted and will be returned to the Proposer unopened. The Department of Public Services timestamp on the proposal shall be the official time of proposal submittal.

- c. The opening and reading of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- d. Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: **RFP Title, Proposer's name, address, telephone, fax and contact name**. Cost proposals should be sealed inside this submittal separately from the technical proposal.
- e. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- f. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.
- g. Proposals sent by e-mail, facsimile, or other electronic means will not be considered.
- h. All costs incurred in the preparation and presentation of the proposal are the Proposer's sole responsibility; no costs associated with preparing proposals will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the Wayne County Drain Commissioner.

## 7. PROPOSAL FORMAT

Each proposal should be prepared simply, economically, and in 8-1/2" by 11" page size. Each copy of the proposal should be bound; stapling is an acceptable method of binding. Content shall be in the same order as the criteria listed in Section III of the RFP so the selection committee is able to easily locate the requested information. **Cost data should be provided in a separate sealed envelope per the requirements of Section III.** The cost spreadsheet on the CD as discussed under Section I.6 will not be distributed with the hardcopy proposal.

## 8. DUPLICATE PROPOSALS

No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchises will be considered. In the event multiple proposals are submitted in violation of this provision, the Wayne County Drain Commissioner will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals. This provision does not apply to firms that will act solely as subconsultants.

## 9. WITHDRAWAL

Proposals may only be withdrawn by written notice prior to the date and time set for the submission of proposals. No Proposal may be withdrawn after the deadline for submission.

## 10. REJECTION

The Wayne County Drain Commissioner reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined that the best interest of the Drainage District will be served by doing so. No Proposal will be considered from any person, firm or corporation in arrears or in default to Wayne County, Michigan on any contract, debt, or other obligation, or if the Proposer is debarred by Wayne County or any other governmental entity from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the Wayne County Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

## 11. NON-DISCRIMINATION

The Wayne County Drain Commissioner will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Proposer must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Proposer must include provisions in its subcontracts that prohibit subcontractors from discriminating in their employment practices.

## 12. SUBCONTRACTORS (SUBCONSULTANTS)

DBE PARTICIPATION: This project involves federal funds. Therefore, a DBE goal of thirty percent (30%) participation (20% MBE; 10% WBE) applies to this project. The Proposer shall make good faith efforts to subcontract thirty percent (30%) of the dollar value of the prime contract to MBE/WBE contractors. Respondents should reasonably demonstrate in their proposals that they have taken the necessary steps to include participation from minority or women disadvantaged businesses in the proposal. All DBE contractors must be certified by Wayne County or an appropriate agency as specified by the Michigan Unified Certification Program (MUCP) (see

[http://www.michigan.gov/mdot/0,1607,7-151-9625\\_21539\\_23108---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9625_21539_23108---,00.html)). The DBE firm must also be certified as a MBE/WBE by Wayne County or MDOT. MBE/WBE contractors who are certified are encouraged to submit responses in their own right. Proposers shall identify their proposed MBE/WBE participation by individual firm and individual percentage.

The Contract will not be assignable to any other business entity without the Office of the Wayne County Drain Commissioner's prior approval.

### **13. CONSULTANT RESPONSIBILITIES**

The Consultant shall be capable of providing all professional services as described under the Scope of Services and maintain those capabilities until notification that their Proposal was unsuccessful. Exclusion of any service from this project may serve as cause for rejection.

### **14. PROPOSAL SIGNATURE**

Proposals must be signed by an authorized official of the Proposer. Each signature represents a binding commitment upon the Proposer to provide the services offered to the Office of the Wayne County Drain Commissioner if the Proposer is determined to be the most responsive and responsible Proposer.

### **15. CONTRACT AWARD**

The Proposer to whom the Wayne County Drain Commissioner intends to award a contract for this project will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the Wayne County Drain Commissioner may recommend the next most responsive and responsible Proposer.

The Wayne County Drain Commissioner reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the Wayne County Drain Commissioner. Acceptance of the Proposer's proposal does not constitute a binding contract. There is no contract until the Wayne County Drain Commissioner's policies have been fulfilled. The Wayne County Drain Commissioner is not liable for performance costs until the Proposer has a

contract. Failure to accept the terms and conditions of the Standard Contract (Attachment E) may deem the Proposer non-responsive.

**16. FOIA REQUIREMENTS**

Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

## SECTION II: SCOPE OF SERVICES

### 1. INTRODUCTION

The North Branch of the Ecorse Creek is nearly 17 miles long and serves as the primary storm water conveyance channel for a 19,200 acre urbanized watershed in Wayne County, Michigan. The North Branch of the Ecorse Creek is the primary storm water conveyance system for 52,450 properties located within nine cities, three highways operated by the Michigan Department of Transportation (MDOT), and many local roads and railroads.

In 1926, the North Branch of the Ecorse Creek was established as a County Drain and is under the jurisdiction of the Wayne County Drain Commissioner. The first drainage improvements along the North Branch of the Ecorse Creek Drain (NBECD) were made in 1863. Currently, the NBECD is an excavated trapezoidal open drainage channel that was last comprehensively improved in the early 1950's.

Flooding along the NBECD has occurred repeatedly over the last 40 years. In large flood events, it is estimated that the NBECD flooding impacts up to 9,100 properties, including damage to property and sewage backups into homes and businesses. A *Feasibility Report for Flood Protection in the Ecorse Creek Drainage Basin, Wayne County, Michigan*, dated July 1987 and Environmental Impact Statement (EIS) were completed and approved in August 1988. The EIS is the main body of the Feasibility Report. The Feasibility Report recommended constructing a retention basin along the North Branch Ecorse Creek, but at that time, the project was not economically feasible.

The flooding that occurred in May 2004 prompted the City of Dearborn Heights to petition the Wayne County Drain Commissioner for flood relief. In response to the petition for flood relief and in accordance with the Michigan Drain Code, a Board of Determination was convened in December 2004 and heard overwhelming testimony from property owners regarding flooding problems. The Board ordered the Wayne County Drain Commissioner to move forward with a flood control project. The Drain Commissioner commissioned a flood control study to be completed and a recommendation for a flood control project to be developed. Wayne County prepared a feasibility-style flood control study of the North Branch of the Ecorse Creek Drain (NBECD) entitled *North Branch of the Ecorse Creek Drain (NBECD) Flood Control Study* dated February 2008 (hereafter 2008 NBEC Study). A team of five private consultant groups, facilitated by Wayne County, developed this study to develop flood reduction measures for Ecorse Creek. The final study consists of 7 volumes, an Executive Summary and an Implementation Plan. It identified several alternative solutions to the flood damage problems. The HEC-HMS and HEC-RAS models created during this project will be the initial starting point for the modeling effort. The final recommendation was a \$240 million greenway and improvements project.

The Drain Commissioner continued to pursue opportunities to offset the cost of the project. Wayne County requested the U.S. Army Corps of Engineers (USACE) to reevaluate the 1988 Feasibility Study/Environmental Impact Statement. The Scope of Services within this RFP is intended to describe the tasks and schedule required to assist Wayne County to collaboratively develop with the USACE an updated Feasibility Study (General Reevaluation Report (GRR)) for the NBEC. The GRR will address current conditions and review recommendations for potential new solutions. In this specific case a GRR is equivalent to a feasibility level effort and may be referred to as such throughout this document.

The GRR Study Coordination Team (SCT) will consist of staff of the Drain Commissioner, and from the Planning and Project Management, Hydraulics and Hydrology, Real Estate, Environmental, Engineering and Geotechnical Offices at the Detroit District, USACE. The SCT will meet regularly, and coordinate frequently, with the contractor to avoid erroneous and costly delays. The GRR effort is being funded through American Recovery and Reinvestment Act (ARRA) funds, which requires a Final Draft GRR to be completed by September 30, 2011.

During the development of the GRR, the original alternative plans from the July 1987 USACE study will be reevaluated, as well as any new alternatives to reduce flood damage developed for the Wayne County February 2008 NBEC study.

Section II.5 contains the list of tasks required to be performed under this contract to satisfy the requirements of developing a complete GRR. A complete list of tasks for the GRR can be found in Attachment G. A portion of the tasks will be conducted by the Contractor, and the remainder of the tasks will be conducted by USACE personnel, Wayne County and a separate contractor. The tasks were developed in part from a Project Management Plan (PMP) created in 2009 that identified shortfalls in the 1988 and 2008 studies.

2. **MINIMUM QUALIFICATIONS:** Proposers (specifically, the business that will be contractually bound under the contract with the Drainage District) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:
  - a) The Proposer, its key personnel or its subconsultants, must have the ability to perform the work as presented in this section,
  - b) The Proposer, its key personnel or its subconsultants, must have created three Environmental Impact Statements (EIS) for municipalities, state or federal government in the past 5-years, and
  - c) The key personnel listed by the Proposer must be professionals licensed in the State of Michigan.

**3. PREFERRED QUALIFICATIONS:** Proposers with the following qualifications may be assessed higher in the evaluation process:

- a) The Proposer, its key personnel or its subconsultants, have recent experience (within the past 5-years) with Feasibility Studies for the US Army Corps of Engineers,
- b) The Proposer, its key personnel or its subconsultants, have recent experience (within the past 5-years) with Environmental Impact Statements for the US Army Corps of Engineers, and
- c) The Proposer, its key personnel or its subconsultants, have recent experience (within the past 5-years) with the Phase I and/or Phase II Environmental Site Assessments for municipalities, state or federal government.

**4. UNDERSTANDING OF THE PROJECT**

The statement of understanding shall be concise and shall be based upon this RFP and directed toward the project as the Consultant understands the scope and their responsibilities. Discuss the nature of services you are proposing for the project, a list of deliverables for each task, and required input from Wayne County staff. Describe any interface problems, with utilities, communities or property owners that can be anticipated.

The Proposer should review the USACE 1988 Feasibility Study (which includes the Environmental Impact Statement as the main report), September 2009 USACE Project Management Plan and relevant federal references, and the 2008 Wayne County Flood Control Study documentation in order to understand the overall Feasibility Study and the work effort associated with this RFP. Attachment G contains the Project Management Plan. The 1988 Feasibility Study and the models used in the 2008 Flood Control Study are located on the Wayne County website:

<http://waynecounty.wc/mygovt/doe/depts/fmd/library.aspx>

The documentation associated with the 2008 Flood Control Study is described in Attachment H and all reports are available for review on the NBEC website:

<http://www.nbecorsecreek.com/floodstudy.php>

This website also contains this RFP and all subsequent documentation and/or addenda associated with this RFP:

<http://www.nbecorsecreek.com/rfp.php>

## 5. SCOPE OF WORK

The goal of this contract is to provide select information required to complete the GRR for the NBEC consistent with the 2009 USACE Project Management Plan (PMP). This project will produce a National Environmental Policy Act (NEPA) document in accordance with the President's Council on Environmental Quality (CEQ) Rules and Regulations. It will provide information required to complete the GRR for the NBEC consistent with the 2009 USACE Project Management Plan (PMP). The overall objectives of the environmental study efforts will be to:

- Redefine/establish the “without project” future conditions of the natural resources in the North Branch Ecorse Creek watershed;
- Define the “with project” future conditions of the natural resources in the North Branch Ecorse Creek watershed for several flood damage reduction alternatives; and
- Identify measures/techniques for improving water quality in the North Branch Ecorse Creek watershed.

Cultural resources both terrestrial and submerged must be investigated within the study area. Previous studies conducted during the 1988 Feasibility Study, including the reports entitled “Archeological and Literature Search, Pedestrian Reconnaissance and Limited Shovel Testing for the Ecorse Creek Flood Protection Project, Wayne County, Michigan” and “Archeological Reconnaissance of a Proposed Floodwater Retention Basin for the Ecorse Creek Flood Control Project” will be reviewed. Other existing literature and site files concerning known cultural resources will be examined and maps prepared showing locations of identified resources. If cultural resources are identified, a plan for public involvement will have to be developed. Coordination with the Michigan State Historic Preservation Officer (SHPO) will be required.

The U.S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency (USEPA), and Michigan Department of Natural Resources and Environment (DNRE) representatives and others will be requested to actively participate in required workgroups and public meetings to identify and evaluate placement alternatives and mitigation efforts as deemed appropriate.

To accomplish the studies’ goals, the environmental work will be conducted for analyses of impacts associated with non-Federal improvements, which may be required to achieve economic benefits, and analyses required for beneficial placement of sediments from identified sources, and mitigation planning. Environmental activities will be phased to accommodate the project study schedule.

It is anticipated that an Environmental Impact Statement (EIS) will be the appropriate level of NEPA documentation for this GRR. In completion of this task, the USEPA, USFWS, Michigan DNRE and other appropriate Federal and state agencies will be coordinated within the NEPA process. This overall task includes the preparation and publication (as required) of a Notice of Intent (NOI) in Federal Register, DEIS, FEIS and ROD, reproduction of the EIS report, mailing of reports for agency and public review, and responding to agency and public comments. After the EIS is completed, then a Record of Decision (ROD) could be signed and the project implemented. Below are the required tasks to formulate an EIS in compliance with NEPA.

### **Task Descriptions - JD000 Environmental Studies/Reports**

The PMP identifies several tasks that may be necessary for the GRR but are noted as “if required.” The necessity of these items needs to be analyzed in conjunction/coordination with the tasks herein, a separate parallel contract responsible for the Engineering Design and Analysis (see Attachment J), and the USACE work effort (see Attachment G).

The proposer should take note that these tasks are not necessarily presented in a chronological order. The proposer should include the tasks in a schedule with a suggested order and interdependence between tasks.

### **Task 0 - Scoping Meetings and Minutes**

**0.1** Scoping meetings will be held as part of the Public Involvement Program at the beginning of the study and throughout the study to develop the issues of concern to be considered during the environmental impact analysis process. Tasks involved include development of a public mailing list, issuance of notice of scoping meeting, holding the public scoping meeting, and preparation of a public transcript of the scoping meeting. Minutes of these meetings will be prepared and used to guide the conduct of the environmental studies.

**0.2** Work will be completed in close coordination with Wayne County, the USACE and consultants working on other aspects of the NBEC GRR. Public informational meetings will also take place. The selected consultant will be expected to prepare for and attend project meetings which are anticipated to include:

- Meet with Wayne County staff to discuss project status;
- Present findings/status with Wayne County management;
- Present findings at critical points to Wayne County and USACE;
- Meet with regional agencies, watershed communities, and the general public;
- Coordinate with USACE and their consultants; and

- Coordinate with the Wayne County consultant performing the Engineering Design and Analysis project.

### **Task 1 - JDA00 Environmental Impact Statement – Data Gathering**

The National Environmental Policy Act of 1969 (NEPA) requires Federal agencies, including the USACE, to assess the potential environmental impacts of proposed Federal actions. Based upon the previous feasibility study, the 2008 Flood Control Study and the anticipated scope of the recommended project, a Draft Environmental Impact Statement (DEIS) and a Final Environmental Impact Statement (FEIS) document will be prepared to determine whether the Federal action may have significant impacts on the human environment.

Preparation of the DEIS includes literature search/data collection, site characterization, analysis of potential environmental consequences, and review for compliance with applicable laws and regulations. Environmental consequences will be evaluated for fish and wildlife, endangered species, wetlands, water quality, floodplains, cultural resources, recreation, noise, aesthetics, air quality, cumulative impacts, etc. Additionally, environmental study efforts will incorporate information obtained from Fish and Wildlife Studies, HTRW Studies, and Cultural Resources Studies into the EIS. If measures resulting in fill material being placed in waters of the United States are pursued, water quality certification as specified under Section 401 of the Clean Water Act will be necessary.

#### **1.1 Data Gathering.**

It is anticipated that data must be collected to characterize the current conditions in the study area. All data will come from existing sources or be provided as part of the other studies supporting the GRR. Below is a synopsis of the subtasks anticipated for data collection for each resource area to be described in the affected environment.

The consultant will be expected to review existing studies (including the 1988 EIS and the 2008 Flood Control Study) and databases at the local, state and federal levels. Also, some information may be acquired under other concurrent studies (contracts) and will be presented to the consultant as indicated below.

References made to tasks not described in this scope are either in the Wayne County Engineering and Design Analysis project or being undertaken by the USACE. Refer to Attachments G and J for further description of those projects.

**1.1.1 Land use:** Current and future land use information will be acquired as part of this task.

- 1.1.2 Climate:** A description of the regional climate and annual rainfall averages needs to be provided in the affected environment of the EIS.
- 1.1.3 Aesthetics:** Aesthetic and visual resources were not specifically addressed in either of the previous studies. A description of the watershed in areas where flood control structures might be located needs to be prepared. At a minimum, a review of current aerial photographs and maps available on the Internet and a “windshield tour” of the potentially affected areas should be conducted.
- 1.1.4 Air Quality:** Air quality data and emission sources will need to be described in the EIS.
- 1.1.5 Noise:** Ambient noise levels, stationary sources of noise, and the location of sensitive receptors within range of the proposed project must be described. Sensitive receptors can likely be identified as part of the land use data gathering efforts.
- 1.1.6 Soils and Geology:** Provide soil and geologic data appropriate for the EIS. Soil survey data (SSURGO) provided in the 2008 NBEC Flood Control Study and geological data generated as part of the geotechnical studies (JAC00) will be incorporated into the EIS. It should be noted however, that soils at some locations in Wayne County have not been surveyed and mapped, particularly in urbanized areas, and will require additional research.

**1.1.7 Water Resources:**

*Surface water:* Describe surface water features within the drainage basin.

*Floodplains:* Identify floodplains within the NBEC watershed. Coordinate with the Engineering and Design Analyses project.

*Ground water:* Describe ground water features.

*Water Quality:* Describe the existing water quality of the NBEC watershed.

**1.1.8 Biological Resources:**

*Flora:* Describe vegetation and habitat types within the project area.

*Fauna:* Describe the variety of terrestrial and aquatic species present within the study area.

*Wetlands:* Describe wetlands that may be impacted by the project.

*T&E Species:* Describe the presence of any federal or stated listed T&E species.

**1.1.9 Cultural Resources:** Coordinate with the Cultural Resources Studies/Reports task (JDI00) and incorporate additional data to describe the cultural resources.

**1.1.10 Socioeconomics:** Coordinate with the Economic Analysis task (JBA00) and Social Studies task (JBD00) and other sources to describe the affected environment within the EIS.

**1.1.11 Environmental Justice:** Coordinate with the Economic Analysis task (JBA00) and Social Studies task (JBD00) to review and include census bureau data regarding the locations of low-income and minority communities within the region of influence.

**1.1.12 Utilities:** Coordinate with the Survey and Mapping (JAA00) task under the Engineering Design and Analyses contract to gather additional information regarding existing utilities and easements. Utilize the 2008 Flood Control Study data as a starting point. Incorporate the findings into the EIS.

**1.1.13 Traffic and Transportation:** Describe the road network, traffic volume and levels of service, and future road improvements. In addition, a description of other transportation infrastructure and services should be included in the EIS.

**1.1.14 HTRW (Hazardous, Toxic and Radiological Waste):** Incorporate the data from the HTRW task (JDH00) and other information to address HTRW in the EIS.

## **Task 2 - JDA01 Preparation/Coordination of Draft EIS.**

This task includes the coordination of all technical input and review of all environmental, economic and engineering outputs for inclusion into the EIS; preparation of a Description of the Proposed Action and Alternatives (DOPAA), Preliminary Draft EIS (PDEIS) for review by the Coordinating Agencies, Administrative Draft EIS for with PDEIS comments addressed, and a Draft EIS for agency and public; printing and distribution of the public review draft, all required Federal Register and local newspaper notification, holding of a public meeting, and preparation of a public meeting transcript.

All public reports will need to be accessible by the general public via the Detroit District website. Prior to publication, all reports will be reviewed by Wayne County, then by the USACE and then prepared for public notice. Copies for public distribution are identified

under the appropriate subtask. Each of the segments (DEIS, PDEIS, etc.) will undergo the following review process and delivery of draft documents:

- The consultant will meet with Wayne County to present an outline of the document. The consultant will then meet with Wayne County and the USACE to obtain confirmation and agreement with the outline.
- Prepare a draft and final document. Present the draft document to Wayne County and the USACE. Incorporate any Wayne County and/or USACE comments into the final document.

**2.1 Preliminary Draft EIS** – Using information contained in the DOPAA Report, the information generated in the other studies being conducted as part of the GRR process, and the results of impact evaluations and analyses performed on the measures identified in the DOPAA, a Preliminary Draft EIS would be prepared.

**2.1.1** The results of the impact evaluations presented in the PDEIS shall identify, document, and analyze all relevant conditions, issues, and effects associated with the proposed actions and alternatives. A specific discussion will be included in the impact section of the document dealing with mitigation issues for any identified significant impacts. The document should be structured so as to include only the database presented in the existing conditions/affected environment required to perform the analyses. Extraneous data should not be included.

**2.2 Administrative Draft EIS** – Following review and acceptance of the PDEIS by the USACE and County, an Administrative Draft EIS, addressing all comments made on the PDEIS will be submitted. The ADEIS will accompany the AD General Reevaluation Report (GRR) and shall be provided to the USACE and coordinating agencies for approval prior to printing of the Draft EIS for public distribution. Any final revisions to the draft EIS would be made at this time as deemed necessary by Wayne County, its consultant and the USACE.

**2.3 Draft EIS for Public Distribution** - Approximately 100 copies of the DEIS, which will accompany the Draft GRR, will be mailed to the agencies, organizations and individuals contained on the project mailing list (including all libraries within the study area). Transmittal letters, to accompany the DEIS, will be prepared and submitted electronically to the USACE for signature. The signed letters will be returned to Wayne County for reproduction and mailing with the DEIS. These documents will be made available on the USACE Detroit District website for delivery to the public.

**2.4 DEIS Notice of Availability (NOA)** – A Draft NOA of the DEIS will also be submitted for publication in the Federal Register. The NOA will announce the availability of the DEIS to the public and the upcoming public meeting. The NOA

should also give the date, time, and location of the DEIS public meeting. The USACE will be responsible for issuing the press release and finalizing the NOA for publication in the Federal Register.

**2.5 DEIS Public Meeting** – After coordinating with the USACE on the date for the public meeting, all logistical arrangements would be made for the public meeting. The meeting will be held at least 21 days after mailing the DEIS and DGRR, and publication of the NOA. All details related to the date, time, location and conduct of the meeting will be approved by the USACE. A USACE representative will open the meeting and will turn it over to Wayne County (or their subcontractor) to conduct the meeting.

### **Task 3 - JDA02 Preparation/Coordination of the Final EIS.**

This task includes preparation of responses to all comments received on the DEIS and appropriate revisions to the EIS including any additional analyses that may be required to prepare the responses. Two documents would be prepared during this task, an administrative final EIS for internal review by Wayne County and the USACE and then a final EIS for public review. Also included are preparation of public notices, Federal Register notice and press releases.

**3.1 Responses to Comments** – The comment period will end 60 days following publication of the NOA in the Federal Register. Within 15 days of the end of the comment period, Wayne County will submit for USACE approval proposed responses to all comments received. To facilitate this schedule, as comments are received during the 60-day review period, Wayne County will consult with the USACE on those responses requiring their assistance. The USACE will return to Wayne County any required revisions and corrections to the responses for incorporation into the FEIS. The USACE will approve the format used to present the comments and responses. The comments and responses will become an appendix to the Final EIS.

**3.1.1** The consultant will assist Wayne County in preparing the FEIS, making any changes required to the document to respond to appropriate comments and incorporating the comment-response deliverable. Wayne County will submit to the USACE an administrative FEIS for final approval prior to printing the anticipated 100 copies (printed by the consultant) that will be required for public distribution by the consultant. Upon final revisions and approval by the USACE, the FEIS along with the FGRR will be reproduced and distributed to the project mailing list. Similar to the DEIS, Wayne County shall prepare letters of transmittal for signature by the USACE and a draft news release for issuance by the USACE. The consultant will assist Wayne County with all mailings.

**3.2 FEIS Notice of Availability (NOA)** – The consultant will assist Wayne County in preparing a Draft NOA announcing the availability of the FEIS for publication in the Federal Register. The Draft NOA will be submitted to the USACE for finalization and publication. After consulting with the USACE on the appropriate timing, the consultant shall prepare and advertise a legal notice twice in local newspapers (i.e. small display add) and mail letters to the public, providing those desiring copies of the FEIS and informing others of its availability. The USACE will be responsible for issuing the press release and finalizing the NOA for publication in the Federal Register. All public information efforts shall be carefully coordinated with the USACE to assure compliance with appropriate procedures and protocol and timing requirements.

**3.3 Responses to FEIS Comments** – The USACE shall be responsible for responding to any comments on the FEIS. Consultant will be responsible for including comments into the FEIS as necessary.

#### **Task 4 - JDA03 Record of Decision (ROD)**

Upon the completion of the public review of the Final EIS, a ROD will be prepared for signature by higher authority. The ROD will detail the impacts resulting from flood control mitigation efforts, recommended action, and the basis for taking that action. Tasks include the preparation of a draft and final ROD and publication in the Federal Register.

**4.1 Draft Record of Decision (ROD)** –The consultant shall prepare a draft ROD for publication in the Federal Register. The consultant will not be required to prepare the final ROD and it will be the USACE responsibility to have the ROD published.

**4.1.1** The consultant will meet with Wayne County to present an outline of the document. The consultant will then meet with Wayne County and the USACE to get confirmation and agreement with the outline.

**4.1.2** Prepare a draft and final document. Present the draft document to Wayne County who in turn will present it to the USACE. Incorporate any Wayne County and/or USACE comments into the final document.

**4.2 Final Coordination Meeting** – This meeting will be scheduled to occur after the end of 30-day review period for the FEIS. The meeting will identify any revisions required to the FEIS based on comments received and to resolve any outstanding issues. Any required changes to the FEIS would be made by the consultant within 30 days of this final meeting.

**4.3 Administrative Record** – The consultant will assist Wayne County in preparing and assembling the Administrative Record for the EIS and furnish it to the USACE within 30 days after the ROD is signed. The Administrative Record is the entirety of the information relied upon to prepare the EIS, and is inclusive of all information and analyses (either generated or obtained from other sources) used to support and document the analyses. The information should be organized into accessible files and indexed by topic to the maximum extent possible. Files must be delivered in editable electronic format in software systems supported by the USACE and Wayne County.

#### **Task 5 - JDC00 Resolution of Agency Technical Review Comments**

The Detroit District, USACE will perform an Agency Technical Review of the Environmental Studies (JDB00). A biologist, not associated with the preparation of products for the GRR and not a part of the Product Delivery Team, will be assigned to review and comment on the Draft EIS Report. Included in this account are the funds to attend the ATR briefing and review the Draft EIS and the GRR.

The consultant will assist Wayne County to resolve any environmental comments provided during the ATR of the Draft EIS and the GRR.

#### **Task 6 - JDE00 Resolution of Independent External Peer Review Comments**

The Detroit District, USACE will engage the National Academy of Science (NAS) to perform an Independent External Peer Review of the Environmental Studies (JDD00) under a separate contract. A team, not associated with the preparation of products for the DEIS and not a part of the Product Delivery Team, will be assigned to review and comment on the DEIS Report.

**6.1** It is anticipated that the assigned Corps of Engineer Product Delivery Team member for environmental analysis will act to resolve any environmental comments provided during the IEPR of the Draft EIS. However, the consultant will assist Wayne County to resolve any comments provided to Wayne County during the IEPR of the Draft EIS.

#### **Task 7 - JDF00 Environmental Coordination**

**7.1** The consultant will assist Wayne County with this task. This task covers EIS scoping, formal consultation, public meetings and agency coordination, including preparing the Fish and Wildlife Coordination Act Report scope of work contract, internal coordination, meetings, design review, etc. Agency coordination would include providing a project description and request for comments to the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service (USFWS), the Michigan Department of Natural Resources and Environment, the State Historic

Preservation Office, and various Native American Indian tribes, groups, and interested parties. Agency comments received would be discussed in the EIS. All letters commenting on the EIS would require a written response. Costs for developing comment responses are provided as part of the costs estimated for task JDA00, Environmental Impact Statement.

**7.2 OPTIONAL – Upon County Approval Only:** If the USFWS determines the project would have an adverse impact on Federally-listed species, a Biological Assessment (BA) report would be required along with formal Endangered Species Act (ESA) consultation with the USFWS. If a Biological Assessment and formal ESA consultation are required, they will be authorized at that time. Since the scope is not known at this time, this subtask will be covered under the As-Needed Services Allowance.

### **Task 8 - JDG00 Clean Water Act Compliance**

**8.1** The consultant will assist Wayne County with this task. Certification will be obtained from the State of Michigan that the proposed project on North Branch Ecorse Creek would not be in violation of State water quality standards under Section 401 of the Clean Water Act. Issues directly related to the State's certification will be water quality impact in the North Branch Ecorse Creek. The retention and detention of storm water will reduce peak flows, and therefore, reduce bank and in stream erosion, thereby, reducing sedimentation loads and sedimentation impacts. It is anticipated that water quality standards will need to be evaluated. It is also understood that there are combined sewer overflows (CSOs) in the watershed, however, these are being addressed by other projects and not the USACE's study. This task includes coordination with the State.

**8.2** Along with obtaining a State water quality certification, Clean Water Act Section 404(b)(1) evaluation report would be prepared to present an analysis of the effects of placing dredged or fill material in waters of the United States as a part of the proposed project. This analysis would address issues such as generation of turbidity, water quality, special aquatic sites, impacts on aquatic habitat and organisms, and impacts to fish populations. The Section 404(b)(1) evaluation report would be circulated with the Environmental Impact Statement for agency and public review under Tasks 2 and 3 above.

### **Task 9 - JDH00 HTRW (Hazardous, Toxic, and Radiological Waste) Studies/Report**

**9.1** The consultant will assist Wayne County in completing a Phase I and Phase II Environmental Site Assessment (ESA) for the proposed project site in accordance with American Society for Testing and Materials (ASTM) standard # E-1527-05, or the most recently published standard. The assessment would consist of a physical site

inspection to identify environmental concerns, including the potential for contamination from activities on adjacent properties; a review of previous ownership and historical uses to identify recognized environmental conditions; and a search of multi-agency regulatory databases and records (such as CERLIS, UST, LUST, MPL, TRI, RCRIS, SWF, DOCKET, FINDS, and ERNS). Results would be documented in a report that would note reasonably suspect areas of contamination and recommended follow up actions.

**9.2** After the Phase I ESA, borings may be needed to support the Phase II ESA. Prepare a grid for potential borings in order to identify contaminated soil that may require special disposal handling. For estimation purposes, the consultant should consider that the project site proposed in the 2008 Flood Control Study includes approximately 17 miles of open channel and associated easement, including approximately 80 drain crossings; 3 proposed detention basins, and proposed disposal site(s) for placement of dredged and / or excavated material. Disposal will be dictated by the level of contamination of the excavated materials. Laboratory analyses should be sufficient to identify sediments that will require special disposal.

**9.3 OPTIONAL – Upon County Approval Only** - After the Phase I ESA, additional borings may be required based upon the evaluations of the databases. Provide a unit price for this subtask in the Cost Proposal. Include laboratory analyses needed for the environmental assessment.

### **Task 10 - JDI00 and JDJ00 Cultural Resources Studies/Report**

This task will evaluate the project sites for the potential presence of historical, architectural, and archeological resources.

The project would be reviewed for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended and Executive Order 11593, Protection and Enhancement of the Cultural Environment. A cultural resource survey of the project area will be conducted, and will consist of the following: historical research; a systematic archeological survey of areas where there are known sites, or where ground disturbing activities would occur where there has been no known prior ground disturbance; and a survey of architectural and historical sites. The records check, to include any and all prior cultural resource surveys, will be conducted to determine the extent of the present knowledge of cultural resources in the project area. The project area will be visited to determine field conditions relevant to the archeological/historical assessment. A report would detail the results of the research and survey and would include recommendations and justifications for any proposed further work. The report would be submitted to the SHPO, and as necessary to relevant tribes, for review and concurrence in the results and recommendations.

The consultant will assist in responding to any comments resulting from the Phase I cultural resources survey. This write up will include an analysis of the findings of the cultural resource investigation, particularly an analysis of any impacts the project may have on cultural resources within the study area. The material generated from cultural resource investigations would be presented in the General Reevaluation Report and Environmental Impact Statement. In addition, this includes attendance by a Cultural Resource specialist at interagency and public meetings and review of USACE and other relevant project documents. This work also includes the preparation of contracting documents including scopes for detailed investigations, review of contractor submissions, and preparation of input to the General Reevaluation Report.

**Task 11 - JDK00 State Construction-in-a-Floodway Permit**

The consultant will assist Wayne County with preparing a Construction-in-a-Floodway permit from the state. This task will prepare, submit, and coordinate approval of the permit with appropriate regulatory agencies. The task includes meetings and planning efforts during the permit review process.

**Task 12 - JDL00 Input to Alternative Formulation Briefing**

The Detroit District, USACE will create the Alternative Formulation Briefing plan under task JLB00. The consultant will assist Wayne County to resolve any environmental comments provided during the Division, Headquarters, and Washington Level reviews of the Report and NEPA documentation.

**Task 13 - JDM00 Review and Comment of Project Plans and Specifications.**

**OPTIONAL – Upon County Approval Only:** The Detroit District, USACE will create the Preliminary plans and specifications under task JHA00. The consultant will assist Wayne County in the review of these preliminary project plans and specifications to ensure the project is in compliance with the NEPA document and state permit requirements.

**6. DATA TO BE PROVIDED BY WAYNE COUNTY**

A summary of the type and format of existing information for the North Branch Ecorse Creek and the 2008 Flood Control Project that will be made available by the Wayne County Drain Commissioner's Office to the selected consultant is presented in Attachment H of this RFP. Models, documents and other information are available on the Internet as described in Section II.4.

## 7. WAYNE COUNTY STANDARDS TO BE USED IN COMPLETION OF WORK

- A. All field surveying and topographic work to be completed using State Plane Coordinate System (SPCS) and the North American Vertical Datum of 1988 (NAVD 88).
- B. Where feasible, all data collected for this project to be provided to the County in Environmental Systems Research Institute (ESRI) Shapefile or Geodatabase digital format in the same projection as used by the County (NAD-1983-HARN State Plane Michigan South FIPS 2113). Digital data must be Federal Geographic Data Committee (FGDC) metadata compliant. Different types of data are generally to be provided as separate Geographic Information System (GIS) files.
- C. All written final products (e.g., technical memoranda, construction specifications, etc.) to be provided in the formats specified below:
  - Digital:
    - Original source file format. Microsoft products preferred (e.g., WORD, Excel, etc), AND
    - PDF format.
  - Hardcopy (paper): Paper size appropriate to the product. The numbers of copies of paper copies for written products is specified in Section I.6 of this RFP.
- D. All final drawings (e.g., construction plans) or similar figures to be provided in the formats specified below:
  - Digital:
    - Original source file format in products compatible with the latest version of AutoCAD or approved equal, AND
    - PDF format.
  - Hardcopy (paper): As appropriate to the product. Paper size for final construction plans typically E size (24-in x 36-in) or as approved by the County. The numbers of copies of paper copies for written products is specified in Section II.3 of this RFP.
  - Hardcopy Record Drawings: Mylar format, D size (22-in x 34-in).

## 8. PROJECT SCHEDULE

The USACE component of the Feasibility Study is being funded by the American Recovery and Reinvestment Act (ARRA) and therefore, the scope must be completed no later than July 2011. Refer to the schedule presented in Attachment G. The work in this

contract is directly related to that schedule and therefore, the majority of the work products will be due at the same time. **Proposers shall propose a schedule in Section III.5 based upon their understanding of the scope of work.**

### **SECTION III: SUBMITTAL CONTENT AND EVALUATION CRITERIA**

A selection committee established by the Wayne County Drain Commissioner will evaluate all Proposals received. Evaluation criteria and submittal content requirements are as follows:

**1. CORPORATE PROFILE (maximum 5 points)**

Proposers shall provide a concise description of its corporate organization and that of all subconsultants. This description shall include: services provided, number of years in business, main office location, any local office location, total number of employees, and number of employees assigned to a local office. If subconsultants are to be utilized, the submittal should explicitly indicate what portions of the work will be undertaken by the lead consultant and each subconsultant. Proposers should also indicate their resource capacities and why they might be particularly suited to undertake the work envisioned in this RFP.

**2. PROJECT UNDERSTANDING (maximum 15 points)**

Proposers are expected to review and comprehend the subject matter associated with the Attachments G and H and USACE procedures associated with Feasibility Studies. Proposers should reflect this understanding in a manner that demonstrates their grasp of the previous work effort and the work ahead.

**3. RELATED PROJECT EXPERIENCE (maximum 25 points)**

Proposers should provide descriptions of completed projects that demonstrate experience in the work proposed in this RFP. Include no more than four (4) projects completed by the Proposer and no more than four (4) projects for subconsultants, for a total of eight (8) project descriptions. Each description shall identify (1) the client, (2) the nature and size of the project, (3) the services provided by the Proposer, (4) the project time frame and end date, (5) whether the project was completed on time and within budget, (6) the name and telephone number of a client representative who may be contacted for further information, and (7) key personnel included in this proposal who worked on these projects.

In addition to the project description, prepare a Project Experience Matrix similar to the example presented in Attachment I that includes (but is not limited to) the projects highlighted in the proposal. The project experience of Key Personnel proposed for this project should also be included in the Project Experience Matrix. All categories (key elements) presented in the sample matrix must be included in the Proposer's matrix. Additional categories may be added at the Proposer's discretion.

#### 4. **KEY PERSONNEL (maximum 15 points)**

Identify and summarize the relevant experience and expertise of all persons from the proposed Project Team who will be responsible for the following key activities relating to the scope of work:

- Day-to-Day Project Management
- Cultural Resources Studies expertise
- Environmental Impact Statements experience
- Environmental Site Assessments experience
- Record of Decision experience, and
- Other Services.

The experience, licensing, and expertise of all Key Personnel should be entered into the Experience Matrix described in Section III.2.

Provide detailed resumes for the above individuals and indicate their office location. Information for individuals who may provide expert review or oversight services may also be included.

If selected, the personnel listed as key members will be considered by Wayne County to be the project team and will be expected to be assigned to the project for its duration. Any substitution of project team members must be approved by Wayne County.

#### 5. **WORK PLAN (maximum 20 points)**

Proposers must clearly demonstrate their understanding of the project's work effort necessary to complete Wayne County's portion of the GRR. Proposers should provide their approach and methodology for completing each of the tasks described under "Scope of Services." Proposals that reiterate the information contained within this RFP, and provide no additional information associated with the work plan, will be deemed non-responsive.

Coordination with the USACE and its consultant will be critical. A project management task should clearly identify interface with Wayne County, USACE and the USACE consultant.

Provide a **project schedule** showing the anticipated duration of each task identified under "Scope of Services." The project schedule shall indicate time elements in relationship to each task. The anticipated man-hour effort shall be presented for each task along with target submittal dates for project milestones. This progress schedule must consider all elements and their relationships as described in the Scope of Services.

Identify the procedures for quality control/quality assurance, cost control and financial administration, and schedule control that will be undertaken in the performance of the work.

At the Proposer's option, cost saving changes to the scope of work and/or additional services to enhance project value, and/or necessary to complete the Wayne County part of the GRR, may be proposed as options under the work plan. Such options should be identified individually and separately from the discussion of the work components described under "Scope of Services." Each option should be separately priced, as noted under "Cost Proposal", below.

## 6. COST PROPOSAL (maximum 20 points)

**Cost proposals should be included within the submission package, but should be contained within a separate sealed envelope, clearly marked "COST PROPOSAL" with the RFP Title and Proposer's name. Seven (7) copies of the Cost Proposal should be provided.** Note that the cost spreadsheet delivered on the CD as per Section I.6 will not be distributed with the hardcopy versions of the proposals.

Cost Proposal information shall include a total estimated cost and shall include, at a minimum, the information described below. **Attachment F illustrates the required format of the cost proposal.** An Excel spreadsheet template for the cost proposal is available on the following website:

<http://www.nbecorsecreek.com/rfp.php>

Several subtasks have been identified requiring unit pricing, such as additional borings. Provide the unit pricing and a total cost based upon the estimates provided in the Scope of Services.

Several tasks have been identified as "OPTIONAL – Upon County Approval Only." These tasks should not be listed with the Base Services Task. They should be listed as Options to be Considered by the County.

- A. The cost proposal shall delineate person hours for key personnel and others, grouped by employee classifications, for the Consultant and all subconsultants, and direct (wage rate) salary costs by firm for each task listed under "Scope of Services." Direct salary costs are defined as the actual payroll costs of members of the firm and staff personnel on the basis of salary, on an hourly basis (without mark-up) which will actually be expended for said classes of personnel, and for the time the services of such personnel are directly utilized.

A subtask for project management/administration/quality control should be defined for each work task included in the cost proposal spreadsheet. Costs by subtasks shall be grouped based on the Proposer's experience.

- B. The cost proposal must include a tabulation of direct expenses by category (travel, printing, mailing, etc.) for each firm and the associated rates for these expenses. Direct expenses are defined as the actual cost of materials and services, other than salaries, as may be required, but which are not normally provided as part of the overhead of the Consultant. They include such items as travel (mileage), printing, photographic film and processing, purchase or rental of equipment, PROJECT related shipping, laboratory testing services, and similar expenses. Note that auto mileage will be reimbursable at a rate up to the prevailing federal rate.
- C. The cost proposal shall delineate a total proposed cost for each task listed under “Scope of Services.” Total proposed costs include direct labor, direct expenses, overhead and profit. Consultants should indicate the proposed overhead rate and the proposed fee percentage upon which the total costs are based. Consultants must also indicate any fee on subconsultant costs. Overhead or indirect costs are should be calculated as a percentage of all direct labor costs related to staff personnel and should include those costs, which because of their incurrence for common or joint objectives are not readily subject to treatment as a direct cost.
- D. The cost proposal should clearly indicate the total proposed cost of the base services to be provided. The total proposed cost must reflect a summation of the detailed data provided in response to items A–C above.
- E. The cost proposal should clearly indicate estimated costs, by task, for the optional services identified in RFP (if any) in the format requested. Additionally, if Proposers have identified any additional optional tasks that should be considered, cost proposals for these tasks should be separately indicated.
- F. The cost proposal must include a current schedule of billable rates based on employee classifications, for both the Consultant and all subconsultants. The schedule should provide job titles of all personnel that may be charged directly to the work and the total hourly rate (or range of rates) associated with each job title. Total rates shall include direct labor, overhead and profit. Consultants should indicate the proposed overhead rate and the proposed fee percentage upon which the total rates are based.
- G. Information about the subconsultants to be used to complete project work should be summarized in a completed “Subcontractor List” form (see Attachment D).

## 7. ETHICS IN CONTRACTING

Proposers shall include an executed “Ethics in Contracting Vendor Form” (see Attachment A to this RFP) as an appendix to their submittal. This form must be completed by the Proposer and all its’ subconsultants.

**8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION FORM**

Proposers shall include an executed “Disadvantaged Business Enterprise (DBE) Participation Form” (see Attachment B to this RFP) as an appendix to their submittal. This form must be completed by the Proposer.

**9. DEBARMENT FORM**

Proposers shall include an executed “Debarment Form” (see Attachment C to this RFP) as an appendix to their submittal. This form must be completed by the Proposer.

**10. SUBCONSULTANT LIST**

Proposers shall include an executed “Subconsultant List” (see Attachment D to this RFP) as an appendix to their submittal. This form must be completed by the Proposer.

**11. EXCEPTIONS**

**Proposers shall clearly identify any proposed deviations from the language in the Request for Proposals including the attached Standard Contract for Drains (Attachment E).** Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Proposer’s proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better services and performance. **If no exceptions are noted in the Proposer’s proposal, the Wayne County Drain Commissioner will assume complete conformance with this RFP and the successful Proposer will be required to perform accordingly.** Proposals not meeting all requirements may be rejected.

**12. SHORTLISTING**

The Wayne County Drain Commissioner will review and initially rank Proposer submissions based upon all evaluation criteria excluding cost. A shortlist will be developed from the initial ranking. The cost proposals of the short listed Proposers will be opened and a second ranking of short-listed proposals will be conducted. The Drain Commissioner may request clarifications of responses from or pose questions to the short-listed firms. The Drain Commissioner may invite short-listed Proposers to attend an interview/presentation. If such presentation is desired, each Proposer on the shortlist will be notified with a minimum of seven (7) business days notification. Such presentations will provide an opportunity for Proposers to respond to questions posed and to clarify their proposal through exhibition and discussion. The Office of the Wayne

County Drain Commissioner will not reimburse any costs incurred by the Proposer for preparation of proposals or interview/presentations.

## **SECTION IV: COMPENSATION, INVOICING, INSURANCE**

### **1. COMPENSATION**

After the execution of a Contract with the selected Proposer (Consultant), the Wayne County Drain Commissioner, through Wayne County, will conduct the compensation reimbursements in accordance with the following guidelines:

- A. The Consultant will be required to keep detailed records (e.g., time sheets, etc.) of their costs on the project. Work performed and associated costs must be tracked and invoiced by Task. Invoices broken down by task shall be submitted in accordance with other requirements in this section.
- B. The fee paid for the Scope of Services listed will be based on the **actual cost plus a fixed fee (profit) with a Not-to-Exceed maximum fee stipulated.**
- C. The actual cost for work required and performed shall be determined in accordance with the following terms:
  - (a) Direct Salary Costs: Actual payroll costs of members of the firm and staff personnel on the basis of salary, on an hourly basis (without any mark-up), actually expended for said classes of personnel, for the time the services of such personnel are directly utilized.
  - (b) Direct Costs: Actual cost of materials and services, other than salaries, as may be required hereunder, but which are not normally provided as a part of the overhead of the Consultant.
  - (c) Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the Consultant during performance of the project work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost.
  - (d) Fixed Fee (Profit): In addition to the payments for direct overhead costs, a fixed amount for profit for services performed shall be included in the total fee. This Fixed Fee amount shall not exceed fifteen (15) percent of Direct Salary Cost plus Overhead. An additional fee on subconsultant costs of up to five (5) percent will be allowed.

## 2. INVOICING

Invoices are typically submitted monthly and should contain the following information for prompt approval:

- 1) A time period, which covers the professional services being billed.
- 2) A written progress report summarizing work completed during the time period.
- 3) A Wayne County pay request number (in addition to the Consultant invoice number).
- 4) A listing of individual hours and dollar amounts for specific services or tasks provided. Subtasks within an individual task may also be provided. The billing item or task description on the invoice should be related directly to the proposal and include a comparison to the hours or dollar amount budgeted for each individual task.
- 5) A listing of the invoice total, previous amounts invoiced, total invoiced to date, and the total amount authorized for the project.
- 6) A listing of the total amount paid to date for the project.

Changes in scope will require written approval prior to the commencement of work outside the original project scope. If a change occurs as a result of conditions outside the control of the Wayne County Drain Commissioner or the Consultant, the new condition(s) should be promptly brought to Wayne County's attention in writing, and a change order or budgetary authorization shall be prepared by the Consultant for consideration and approval. Invoices exceeding the budgetary amount will not be approved unless prior written authorization has been obtained.

## 3. INSURANCE REQUIREMENTS

The Consultant, at its expense, must maintain during the term of this Contract the following insurance:

- A. Professional Liability/Errors and Omissions coverage with minimum limits of Two Million Dollars (\$2,000,000.00) on a claims made basis and Five Million Dollars (\$5,000,000.00) aggregate. Said Professional Liability insurance shall also contain endorsements removing Boundary Surveys Exclusion and Tunnel Exclusion and include Soils and Foundation Engineering.
- B. Workers' Compensation Insurance which meets Michigan statutory requirements.
- C. Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate for bodily injury and property damage.
- D. Commercial Automobile Liability Insurance (including hired and non-owned vehicles) with minimum limits for bodily injury of One Million Dollars (\$1,000,000.00) per occurrence and with minimum limits for property damage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

- E. Consultant shall provide the name of the insurance carrier who will provide the required coverage for this project.
- F. If, during the term of this Contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Drainage District, render inadequate the insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The Drainage District, at its discretion, may pay for the cost of obtaining such increased coverage. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.
- G. Commercial General Liability and Commercial Automobile Liability Insurance policies must name the Drainage District and Wayne County as an additional named insureds. The additional insured coverage shall be primary, non-contributory coverage and must not be canceled or materially changed without at least thirty (30) days prior notice from the Consultant to the Drainage District. The Consultant must submit certificates evidencing the insurance to the Drainage District at the time the Consultant executes the Contract, and at least thirty (30) days prior to the expiration dates of expiring policies.
- H. In the event that Consultant fails to secure or otherwise obtain the insurance coverages specified herein, the same will be deemed a material breach of the Contract.
- I. After proposals have been submitted, Wayne County may request that select proponents provide 5 years of loss information for their professional liability coverage. If requested, the information must be provided on carrier generated loss runs including date of loss, date loss was reported, claimant, description of loss (if the incurred value of any loss is greater than \$100,000 a separate detailed explanation must be provided in addition to the summary), status of loss (open and closed loss detail is required), reserve (legal and indemnity), paid (legal and indemnity) and total incurred. This information will be reviewed only and not retained by Wayne County.

# ATTACHMENT A

## ETHICS IN CONTRACTING FORM

**ETHICS IN CONTRACTING VENDOR FORM**

**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING BID)**

- This form must be completed and returned by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid, or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- See last page for definition of terms in bold print.
- Submit this form with your bid/proposal.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee?

\_\_\_\_\_ YES

Name: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ NO

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months?

\_\_\_\_\_ YES

Name: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ NO

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months?

\_\_\_\_\_ YES

Name of Contract Manager: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ NO

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?

\_\_\_\_\_ YES

Name of Contract Manager: \_\_\_\_\_

Department: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ NO

**CERTIFICATION**

**I certify that I have disclosed all information within my knowledge which is required by this disclosure form.**

Name (Please Print): \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Company Tax ID #: \_\_\_\_\_

## **DEFINITIONS**

### **Contract Manager**

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

### **Immediate Family**

Your spouse, children, parents, brothers and sisters.

### **Substantial Financial Interest**

- Ownership of any interest or involvement in any relationship which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

**ATTACHMENT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
PARTICIPATION FORM**

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION FORM

**Failure to complete this form may result in your bid or proposal being deemed nonresponsive and rejected without any further evaluation.**

**(Make additional copies if more than two DBE firms are participating.)**

1. The County has set a goal of 30% for participation by Disadvantaged Business Enterprises (DBE) for this contract, with 10% allocated to WBEs and 20% to MBEs.
2. List the % level of DBE Participation proposed: \_\_\_\_\_% WBE      \_\_\_\_\_% MBE      Total DBE=\_\_\_\_\_%
3. Describe, in detail, the responsibilities of each DBE participant (attach additional sheets, if necessary) **(To be counted towards the DBE goal, a firm must either be certified or have applied for certification by the due date on the cover of this document.)**

DBE Name: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Detailed Description of Responsibilities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the business certified as an DBE by an agency participating in the Michigan United Certification Program (MUCP) \_\_\_\_\_ YES \_\_\_\_\_ NO If no, have they applied for certification with an agency participating in the MUCP \_\_\_\_\_ YES \_\_\_\_\_ NO. Proof of certification or documentation from a certifying agency confirming receipt of DBE certification application must be submitted with this form.

Is the Business an MBE \_\_\_ YES \_\_\_ NO? If yes, who certified the Business? \_\_\_ Wayne County \_\_\_ MDOT

Is the Business a WBE \_\_\_ YES \_\_\_ NO? If yes, who certified the Business? \_\_\_ Wayne County \_\_\_ MDOT

Include the following (if applicable):

- The support (financial, technical, management, training, etc.) provided by the Proposer to each DBE partner.
- A copy of the documents that contain the proposed legal relationship between Proposer and each DBE participant (if applicable).
- Provide a resume for the principal(s) of the firms identified above.

DBE Name: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Detailed Description of Responsibilities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the business certified as an DBE by an agency participating in the Michigan United Certification Program (MUCP) \_\_\_\_\_ YES \_\_\_\_\_ NO If no, have they applied for certification with an agency participating in the MUCP \_\_\_\_\_ YES \_\_\_\_\_ NO. Proof of certification or documentation from a certifying agency confirming receipt of DBE certification application must be submitted with this form.

Is the Business an MBE \_\_\_ YES \_\_\_ NO? If yes, who certified the Business? \_\_\_ Wayne County \_\_\_ MDOT

Is the Business a WBE \_\_\_ YES \_\_\_ NO? If yes, who certified the Business? \_\_\_ Wayne County \_\_\_ MDOT

Include the following (if applicable):

- The support (financial, technical, management, training, etc.) provided by the Bidder to each DBE partner.
- A copy of the documents that contain the proposed legal relationship between Bidder and each DBE participant (if applicable).
- Provide a resume for the principal(s) of the firms identified above.

For assistance, or for more information on the DBE program or the MUCP, contact Human Relations at 313-224-5031.

ATTACHMENT C

DEBARMENT FORM

# DEBARMENT FORM

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

---

Name and Title of Authorized Representative

---

Name of Participant Agency or Firm

---

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

# ATTACHMENT D

## SUBCONSULTANT LIST

# SUBCONSULTANT LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name \_\_\_\_\_

## Subconsultant

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contact:		Phone: (     )		Fax: (     )
Subcontract Amount: \$		% of Contract		
Work to be performed:				

## Subconsultant

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contact:		Phone: (     )		Fax: (     )
Subcontract Amount: \$		% of Contract		
Work to be performed:				

## Subconsultant

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contact:		Phone: (     )		Fax: (     )
Subcontract Amount: \$		% of Contract		
Work to be performed:				

## Subconsultant

Company Name			Fed Tax ID:	
Address				
City:		County:	State	Zip
Authorized contact:		Phone: (     )		Fax: (     )
Subcontract Amount: \$		% of Contract		
Work to be performed:				

# ATTACHMENT E

## STANDARD FORM OF CONTRACT

**CONTRACT**

**between**

**NORTH BRANCH ECORSE CREEK DRAINAGE DISTRICT**

**and**

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**THIS CONTRACT** ("Contract") is between the County of Wayne, Michigan, acting through the North Branch Ecorse Creek Drainage District ("Drainage District") and

\_\_\_\_\_, a \_\_\_\_\_ Corporation ("Consultant").

**1. PURPOSE**

**1.01** The parties enter into this Contract for the purpose of \_\_\_\_\_

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**1.02** The Consultant is experienced and able to perform technical and professional services. The Consultant desires to provide these services for the Drainage District.

**2. ENGAGEMENT OF CONSULTANT**

**2.01** The Drainage District engages the Consultant and the Consultant agrees to faithfully and diligently perform the services in accordance with the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

**3. SCOPE OF SERVICE**

**3.01** The Consultant must perform the services described in "Appendix A" attached hereto, which Appendix is hereby incorporated herein and made an integral part hereof. The Consultant must perform said services in a satisfactory manner, as determined within the discretion of the Drainage District and in accordance with the schedule also provided in Appendix A. The Consultant warrants that the Consultant is authorized to do business under the laws of the State of Michigan and is qualified to perform the services in this Contract.

**3.02** If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the Drainage District governs.

**3.03** The services include all conferences and consultation deemed necessary by the Drainage District to properly and fully perform the services.

**3.04** All services are subject to review and approval of the Drainage District for completeness and fulfillment of the requirements of this Contract. Consultant agrees that it shall be responsible for the technical accuracy of its services and documents resulting therefrom and the Drainage District shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Drainage District furnished information.

**3.05** Neither the Drainage District's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Consultant shall be and remain liable in accordance with the applicable law for all damages to the Drainage District caused by the Consultant's negligent performance or nonperformance of any of the services furnished under this Contract.

**4. TERM OF CONTRACT**

**4.01** This Contract begins after execution by the authorized signators for both parties, whichever occurs last, and ends on \_\_\_\_\_. The Consultant must expediently perform the services to achieve the objectives of this Contract.

**5. DATA TO BE FURNISHED CONSULTANT**

**5.01** Upon the request of the Consultant, without charge, the Drainage District must furnish copies of all information, data, reports, records, etc., that the Drainage District determines is necessary to perform the services. The Consultant is entitled to visit Drainage District offices and key facilities as approved by the Drainage District, during regular business

hours to obtain the necessary data. The Consultant will schedule conferences at convenient times with key administrative personnel of the Drainage District to gather the information.

## **6. PERSONNEL**

**6.01** To induce the Drainage District to enter into the Contract, the Consultant represents and warrants that the Consultant is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Consultant's authorized powers, and is not in contravention of federal, state, or local law.

**6.02** The Consultant warrants that all employees of the Consultant assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

**6.03** Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

**6.04** Whenever an employee assigned to this Contract must be replaced for any reason, the Consultant must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior Drainage District approval in writing.

**6.05** Employees' daily working hours may be determined by the Consultant. When the employees are working in or about a Drainage District facility, Consultant agrees to adjust its employees' daily working hours to be the same as those worked by Drainage District employees working at the facility.

**7. ADMINISTRATION**

**7.01** The Consultant must inform the Drainage District as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Consultant must accompany this disclosure with a statement of any remedial action taken or contemplated by it; or
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

**7.02** The Consultant must regularly inform the Drainage District of its activities in connection with its duties and must keep the Drainage District informed of the status of any work being performed under the Contract. The Consultant is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

**7.03** The Consultant shall have no authority in the name of the Drainage District to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

**8. COMPENSATION**

**8.01** The Drainage District agrees to pay the Consultant at the rates in “Appendix B” attached hereto, which Appendix is hereby incorporated herein and made an integral part hereof. The compensation includes all remuneration to which the Consultant may be entitled. The Drainage District will not pay the Consultant for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed \$\_\_\_\_\_.

**8.02** The Consultant must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal Drainage District

preparatory meetings for the proceeding, in order to assist the Drainage District in any matter relating to the purpose or outcome of this Contract. The Drainage District will compensate the Consultant under a separately negotiated agreement for any services rendered pursuant to this section.

**9. METHOD OF PAYMENT**

**9.01** The Drainage District will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Consultant must sign the invoice and send it to the Drainage District for each calendar month. This section is limited by the Compensation provisions of Article 8, with regard to the amounts payable for performance.

**9.02** The Consultant must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

**9.03** The Consultant must submit as part of the invoices, monthly progress reports indicating the Consultant's activities during the month and certification of payments to subconsultants for subconsultant costs previously paid by the Drainage District, and being signed by an authorized officer of the Consultant.

**10. RECORDS – ACCESS**

**10.01** The Consultant must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Consultant must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Contract's termination and completion.

**10.02** The Drainage District (including the Office of the Drain Commissioner, Wayne County and the Legislative Auditor General) has the right to examine and audit all books, records, documents and other supporting data as it deems necessary of the Consultant, or any

subconsultants, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Consultant. The Consultant must include a similar covenant allowing for audit by the Drainage District in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Drainage District. The Drainage District may delay payment to the Consultant pending the results of any such audit without penalty or interest.

**10.03** The Consultant agrees that representatives of the Drainage District are entitled to make periodic inspections to ascertain that the Consultant is properly performing the services. The inspections may be made at any time during normal business hours of the Consultant. If, in the course of the inspections, the representatives of the Drainage District should note any deficiencies in the performance of the services of the Consultant, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Consultant, in writing. The Consultant agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the Drainage District.

**10.04** If a discrepancy should arise as to the amount of compensation due the Consultant, as a result of any audit conducted by or for a County, State of Michigan, or Federal agency relating to the Consultant's performance under this Contract, the Drainage District may retain the amount of compensation in question from any funds allocated to the Consultant but not yet disbursed under the Contract. Should a deficiency still exist, the Drainage District may offset such a deficiency against the compensation to be paid the Consultant in any successive or future contracts between the parties.

## **11. RELATIONSHIP OF PARTIES**

**11.01** The relationship of the Consultant to the Drainage District is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subconsultant or

employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subconsultant. The Consultant agrees to hold the Drainage District harmless from any such claims, and any related costs or expenses, to the extent caused by the Consultant.

**11.02** For all purposes, Drainage District employees will remain employees of the Drainage District and the Consultant's employees will remain employees of the Consultant. The Consultant is being retained by the Drainage District as an independent contractor to provide services to the Drainage District, and is not being retained in any capacity as a joint enterprise or venturer with the Drainage District. The Consultant also covenants that none of its employees are or will be, during the period of this Contract, employees of the Drainage District.

## **12. INSURANCE**

**12.01** The Consultant, at its expense, must maintain during the term of this Contract the following insurance:

The Consultant, at its expense, must maintain during the term of this Contract the following insurance:

- A. Professional Liability/Errors and Omissions coverage with minimum limits of Two Million Dollars (\$2,000,000.00) on a claims made basis and Five Million Dollars (\$5,000,000.00) aggregate. Said Professional Liability insurance shall also contain endorsements removing Boundary Surveys Exclusion and Tunnel Exclusion and include Soils and Foundation Engineering.
- B. Workers' Compensation Insurance which meets Michigan statutory requirements.

- C. Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate for bodily injury and property damage.
- D. Commercial Automobile Liability Insurance (including hired and non-owned vehicles) with minimum limits for bodily injury of One Million Dollars (\$1,000,000.00) per occurrence and with minimum limits for property damage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- E. Consultant shall provide the name of the insurance carrier who will provide the required coverage for this project.
- F. If, during the term of this Contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Drainage District, render inadequate the insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The Drainage District, at its discretion, may pay for the cost of obtaining such increased coverage. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.
- G. Commercial General Liability and Commercial Automobile Liability Insurance policies must name the Drainage District and Wayne County as additional named insureds. The additional insured coverage shall be primary, non-contributory coverage and must not be canceled or materially changed without at least thirty (30) days prior notice from the Consultant to the Drainage District. The Consultant must submit certificates evidencing the insurance to the Drainage

District at the time the Consultant executes the Contract, and at least thirty (30) days prior to the expiration dates of expiring policies.

- H. In the event that Consultant fails to secure or otherwise obtain the insurance coverages specified herein, the same will be deemed a material breach of the Contract.
- I. After proposals have been submitted, the Drainage District may request that select proponents provide 5 years of loss information for their professional liability coverage. If requested, the information must be provided on carrier generated loss runs including date of loss, date loss was reported, claimant, description of loss (if the incurred value of any loss is greater than \$100,000.00 a separate detailed explanation must be provided in addition to the summary), status of loss (open and closed loss detail is required), reserve (legal and indemnity), paid (legal and indemnity) and total incurred. This information will be reviewed only and not retained by the Drainage District.

### **13 INDEMNIFICATION**

**13.01** The Consultant agrees to indemnify and save harmless the Drainage District against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Drainage District because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Consultant, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated,

(directly or indirectly) or subsidiary to the Consultant now existing, or to be created, their agents and employees for whose acts any of them might be liable.

- B. Any failure by the Consultant, or any of its employees to perform its obligations either implied or expressed under this Contract.

**13.02** The Consultant agrees that it is its responsibility and not the responsibility of the Drainage District to safeguard the property and materials that the employees of the Consultant use in performing this Contract. The Consultant must hold the Drainage District harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Consultant under this Contract.

**13.03** The Consultant cannot hold the Drainage District liable for any personal injury incurred by the employee(s), agents or subconsultants of the Consultant while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the Drainage District or any employee of the Drainage District acting within the scope of their employment. The Consultant agrees to hold the Drainage District harmless from any such claim by the Consultant's employees.

**13.04** For purposes of this Article, the term "Drainage District" includes the County of Wayne, Michigan and the North Branch Ecorse Creek Drainage District, Wayne County, Michigan and all other associated, affiliated, or subsidiary agencies, branches, divisions, or departments, now existing or to be created, and their respective agents, employees, officers, directors and elected officials.

**13.05** Consultant's indemnity obligation applies irrespective of whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict

liability, or other tort. This indemnity survives delivery and acceptance of all work and services provided under this Contract.

**13.06** The Consultant further agrees that this indemnity does not constitute or act as a waiver of any governmental immunity the Drainage District, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

#### **14. BANKRUPTCY OR INSOLVENCY**

**14.01** If the Consultant is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Consultant or any of its property, whether it is a third party or Consultant as debtor-in-possession (referred to as "Consultant" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Consultant or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the Drainage District is entitled to insist upon performance solely by the Consultant.
- B. Consultant or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the Drainage District of:
  - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Consultant as provided in this Contract, and to pay for all services contracted for by the Consultant;
  - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Consultant as provided for in this Contract; and

(iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the Drainage District as to the adequate professional capacity of the Consultant is determinative.

C. Because of the unique nature of the services this Contract requires the Consultant to provide, the Consultant agrees that any requests by the Drainage District that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Consultant receives no less than 5 business days notice.

D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Consultant as debtor-in-possession or its trustee must cooperate with the Drainage District in arranging for the orderly transfer of responsibilities to persons or entities as the Drainage District may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

**14.02** Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

**15. NOTICE OF MATERIAL CHANGES**

**15.01** The Consultant must immediately inform the Drainage District of material changes in its operation, ownership or financial condition. Material changes include, but are not

limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subconsultants.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Consultant, of ownership or administrative services.

**16. TERMINATION**

**16.01** The Drainage District may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Consultant of the termination. The notice must specify the effective date, at least ten (10) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the Drainage District will pay the Consultant for the services rendered prior to termination, as soon as can be authorized. The Drainage District will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the Drainage District represents a fair value of the services provided, less the amount of any previous payments made. The Drainage District shall have no obligation for and shall not be required to make payments to the Consultant, directly or on account of claims by Consultant's subconsultants, for loss of anticipated profit, unabsorbed overhead, interest on claims, unamortized depreciation costs, and general and administrative burden charges, resulting from the termination of the Contract. The final payment constitutes full payment. If the Consultant accepts the payment, the Contract is

satisfied. The parties agree that no payments under this section will exceed the amount payable under the Compensation provisions of Article 8.

**16.02** After receipt of a Notice of Termination and except as otherwise directed by the Drainage District, the Consultant must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the Drainage District specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the Drainage District the records, data, notes, reports, discs, and documents ("records") as the Drainage District specifies, all pertinent keys to files, and carry out such directives as the Drainage District may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within 30 days a listing of all creditors, subconsultants, lessors, and other parties with which the Consultant has incurred financial obligations pursuant to the Contract.

**16.03** Upon termination of this Contract, all records prepared by the Consultant under this Contract or in anticipation of this Contract must, at the option of the Drainage District, become its exclusive property, whether or not in the possession of the Consultant. The records are free from any claim or retention of rights on the part of the Consultant except as specifically provided. The Drainage District must return all the properties of the Consultant to it.

**16.04** Any intentional failure or delay by the Consultant to deliver the records to the Drainage District will cause irreparable injury to the Drainage District not adequately compensable in damages and for which the Drainage District has no adequate remedy at law. The Consultant will pay the Drainage District \$500.00 per day as damages, and not as a penalty, until it delivers the records to the Drainage District. The Drainage District may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the records which the Consultant consents to as well as all applicable damages and costs. The Drainage District has unrestricted use of the records for the purpose of completing the services.

**16.05** Access to the records prior to delivery must be restricted to authorized representatives of the Drainage District and the Consultant. The Consultant has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the Drainage District. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The records as well as any related products and materials are proprietary to the Drainage District, having been developed for the Drainage District for its own and sole use.

**16.06** In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all assets or property, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

**16.07** In the event of a termination under this Agreement, Consultant consents to Drainage District's selection of another Consultant of Drainage District's choice to assist Drainage District in any way in completing the project. Consultant further agrees to cooperate and provide any information requested by Drainage District in connection with the completion of the project and consents to and authorizes the making of any reasonable changes to the design of the project by Drainage District and such other Consultant as Drainage District may desire. Consultant shall not be held responsible for any changes made to the design of the project by its successor. Any services provided by Consultant which are requested by Drainage District after termination shall be fairly compensated by Drainage District.

**17. PROMPT PAYMENT**

**17.01** Should the Consultant subcontract a part of its obligations under this Contract, the Consultant shall provide in each such subcontract provisions which establish for that business prompt payment protection from the Consultant such as that afforded to the Consultant pursuant to section 120.46 of the Wayne County Code of Ordinances.

**18. NONDISCRIMINATION PRACTICES**

**18.01** In connection with the performance of work under this Contract, Consultant agrees as follows:

- A. The Consultant and its subconsultants must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Consultant indicating a preference,

limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

**18.02** The Consultant must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions of the Wayne County Code governing “Ethics in Public Contracting.”

**18.03** The Consultant must notify any subconsultant of the obligations relative to non-discrimination under this Contract when soliciting the subconsultant. The Consultant will include the provisions of this Article in any subcontract, as well as provide the Drainage District with a copy of any subcontract agreement.

**19. NOTICES**

**19.01** All notices, consents, approvals, requests and other communications ("notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Drainage District:

Wayne County Drain Commissioner  
c/o Wayne County Department of Public Services  
415 Clifford, 7th Floor  
Detroit, MI 48226

**19.02** All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**19.03** Termination notices and change of address notices are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

**20. JURISDICTION AND LAW**

**20.01** This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Consultant consents to the personal jurisdiction of any competent court in the State of Michigan, for any action arising out of this Contract. The Consultant will not commence any action against the Drainage District because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the North Branch Ecorse Creek Drainage District, Wayne County, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

**21. CONFIDENTIAL INFORMATION**

**21.01** If the Drainage District discloses confidential information to the Consultant's employees pertaining to the Drainage District's past, present and future activities, the Consultant must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the Drainage District.

**21.02** The Consultant agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

**22. COMPLIANCE WITH LAWS**

**22.01** The Consultant must comply with and must require its employees to comply with all applicable laws and regulations.

**22.02** The Consultant must hold the Drainage District harmless with respect to any damages arising from any violations of this Article by it or its employees.

**23. CHANGES IN SCOPE/SERVICE**

**23.01** Drainage District may request changes to the Scope of Services to be furnished or performed by the Consultant under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by Contract Modification.

**23.02** If any such change request increases or decreases the Consultant's cost of, or the time required for, performance of any part of the services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

**23.03** Consultant shall provide Drainage District with a written proposal to Drainage District's change request within five (5) business days of receipt of any such request.

Consultant's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed services, and cover all costs, expenses, overhead and profit of subconsultants, if any.

**23.04** Consultant acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

**23.05** If the Drainage District does not accept the Consultant's proposal, the Drainage District may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- C. issue a Contract Modification.

**23.06** Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Consultant from proceeding with the Contract as changed, provided the Drainage District promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required services under protest, the Consultant shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

**23.07** No action, conduct, omission, prior failure or course of dealing by the Drainage District shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the Drainage District and the Consultant. Consultant further

acknowledges that Change Requests and Contract Modifications are the exclusive method for effecting any change to the Contract.

**23.08** No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties.

**24. WAIVER OF ANY BREACH**

**24.01** No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

**25. SEVERABILITY OF PROVISIONS**

**25.01** If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

**26. MERGER CLAUSE**

**26.01** This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

**27. NONEXCLUSIVE CONTRACT**

**27.01** The Drainage District or the Consultant may contract with other firms providing the same or similar services so long as the Consultant's obligations to the Drainage District

contained in this Contract will not be affected in any manner.

**28. OWNERSHIP OF DOCUMENTS**

**28.01** All reports, design drawings, and specifications prepared and furnished by the Consultant shall become the property of the Drainage District upon approval in writing by the Drainage District or upon the termination of the Consultant's services hereunder. The Consultant shall have no claim for further employment or additional compensation as a result of exercise by the Drainage District of its full rights of ownership of these documents and materials.

**28.02** At the conclusion of the project, the Consultant will deliver to the Drainage District, for its ownership and continued use, copies of the work products developed under Contract and any subsequent modifications. Such products are not intended or represented to be suitable for use by the Drainage District or others outside the scope of this Contract unless otherwise specified. Any such reuse, without written verification or adoption by the Consultant for the specific purpose intended will be at the Drainage District's risk.

**28.03** The Consultant shall have the right to retain reproducible drawings and specifications. All work sheets, designs, drawings, survey notes, field notes, or any documents used in the preparation of the Contract drawings and specifications shall be and remain the property of the Consultant, who shall retain such data and upon request furnish copies of the same to the Drainage District for its requirements.

**28.04** Any computer programs or modifications to a program for the specific benefit of the Drainage District shall become the property of the Drainage District. Any and all documentation pertaining to any portion or modification for the specific benefit of the Drainage District, shall be surrendered to and become the property of the Drainage District.

**28.05** The Drainage District shall be provided with a copy of the source code and script for any programs provided which are critical to the operation of the system.

**28.06** Any computer services or products requiring the use of pre-existing or proprietary computer programs or software of the Consultant, shall, upon request, be provided for the Drainage District's use in effecting completion of the specific objectives of this Contract and for use by the Drainage District in operating and maintaining related facilities during their useful life.

**28.07** Notwithstanding any other provisions of this Contract between Drainage District and Consultant, all of Consultant's pre-existing or proprietary computer programs or software developed by Consultant outside of this Contract shall remain exclusive property of the Consultant.

**29. MISCELLANEOUS**

**29.01** The Consultant covenants that it is not, and will not become, in arrears to the Drainage District upon any contract, debt, or any other obligation to the Drainage District, including real property and personal property taxes.

**29.02** Articles 10, 13, 19, and 21 survive termination of the Contract.

**29.03** All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

**29.04** If any Affiliate of the Consultant takes any action which, if done by the Consultant, would constitute a breach of this Contract, the action is deemed a breach by the Consultant. "Affiliate" is a "parent," subsidiary or other company controlling, controlled by or in common control with the Consultant.

**29.05** Unless the context otherwise requires, the words, "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

**29.06** The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

**29.07** As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

**29.08** The Consultant warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the Drainage District, the Drainage District must promptly notify the Consultant. The Consultant must defend the claim in the name of the Drainage District, at the Consultant's expense. The Consultant must indemnify the Drainage District against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

### **30. AUTHORIZATION AND CAPABILITY**

**30.01** The Consultant warrants to the Drainage District that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Consultant further warrants that the person signing this Contract is authorized to do so on behalf of the Consultant and is empowered to bind the Consultant to this Contract.

**31. SIGNATURE**

**31.01** The Drainage District and the Consultant, by their authorized officers and representatives have executed this Contract.

CONSULTANT

NORTH BRANCH ECORSE CREEK  
DRAINAGE DISTRICT

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT F

## COST PROPOSAL TEMPLATES

Engineering & Construction Management Services  
 Project A  
 System B  
 Contract Cost (Table B-1)  
 Date

**SAMPLE**

Task Description	Prime						Sub Contractors				
	Direct Labor Cost	Overhead 1.01	Fee 0.10	Total Labor	Total Expenses	Subcontractor Fee 0.05	Sub 1	Sub 2	Sub 3	Sub 4	Task Total
<b>BASE SERVICES (Tasks 1 thru x)</b>											
TASK 1	\$ 177,777	\$ 179,555	\$ 35,733	\$ 393,065	\$ 3,500	\$ 8,650	\$ 28,000	\$ 100,000	\$ 40,000	\$ 5,000	\$ 578,215
TASK 2	\$ 44,444	\$ 44,888	\$ 8,933	\$ 98,266	\$ 150	\$ 2,250	\$ -	\$ 45,000	\$ -	\$ -	\$ 145,666
Task X											
<b>TOTAL BASE SERVICES (Tasks 1 thru x)</b>	<b>\$ 222,221</b>	<b>\$ 224,443</b>	<b>\$ 44,666</b>	<b>\$ 491,331</b>	<b>\$ 3,650</b>	<b>\$ 10,900</b>	<b>\$ 28,000</b>	<b>\$ 145,000</b>	<b>\$ 40,000</b>	<b>\$ 5,000</b>	<b>\$ 723,881</b>
<b>TASK y - Optional Services</b>											
y.1	\$ 3,500	\$ 3,535	\$ 704	\$ 7,739	\$ -	\$ 11	\$ -	\$ -	\$ 225	\$ -	\$ 7,975
y.2	\$ 500	\$ 505	\$ 101	\$ 1,106	\$ -	\$ 25	\$ -	\$ 500	\$ -	\$ -	\$ 1,631
Other	\$ 15,000	\$ 15,150	\$ 3,015	\$ 33,165	\$ -	\$ 75	\$ 1,500	\$ -	\$ -	\$ -	\$ 34,740
<b>TOTAL OPTIONAL SERVICES</b>	<b>\$ 19,000</b>	<b>\$ 19,190</b>	<b>\$ 3,819</b>	<b>\$ 42,009</b>	<b>\$ -</b>	<b>\$ 111</b>	<b>\$ 1,500</b>	<b>\$ 500</b>	<b>\$ 225</b>	<b>\$ -</b>	<b>\$ 44,345</b>
<b>Unit Prices - Optional Services</b>											
z.1 Additional Meetings - cost/meeting											not applicable
z.2 Additional Borings - cost/boring and/or laboratory analyses											not applicable
Other											not applicable
<b>TOTAL CONTRACT AMOUNT</b>											<b>\$ 768,226</b>

Anticipated Cost per Company (Base Services Only)		DBE (WBE/MBE)
Prime	\$ 505,881	69.88%
Sub 1	\$ 28,000	<b>3.87% MBE</b>
Sub 2	\$ 145,000	<b>20.03% WBE</b>
Sub 3	\$ 40,000	5.53%
Sub 4	\$ 5,000	<b>0.69% MBE</b>
<b>Total</b>	<b>\$ 723,881</b>	<b>100.00% 24.59%</b>

WAYNE COUNTY consulting project																			
LABOR COST - One tab for the prime and each subconsultant																			
Date Prepared: MM/DD/YY		KEY PERSONNEL								EMPLOYEE CLASSIFICATIONS									
Prepared By: initials		Principal		Project Manager		Department Head		Senior Dept Eng		Eng/Arch		Field		CADD		Administrative			
TASK DESCRIPTION		Name		Name		Name		Name		Name		Survey Crew		Technician		Assistant			
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate		
			\$35.00		\$35.00		\$35.00		\$35.00		\$35.00		\$25.00		\$25.00		\$25.00		
TOTAL HOURS		TOTAL RAW LABOR																	
<b>TASK 1 - xxxxxxx</b>																			
1.01	Project Administration/Project Management/QA/QC	3	\$105.00	33	\$1,155.00		\$0.00		\$0.00	2	\$70.00		\$0.00		\$0.00		\$0.00	38	\$1,330.00
1.02	Subtask description		\$0.00	3	\$105.00	2	\$70.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	5	\$175.00
1.03	Subtask description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
1.04	Subtask description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
1.05	Subtask description		\$0.00	3	\$105.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$50.00	2	\$50.00	7	\$205.00
Total Expenses (include for Subconsultants only)																			
<b>Subtotal Task 1</b>		<b>3</b>	<b>\$105.00</b>	<b>39</b>	<b>\$1,365.00</b>	<b>2</b>	<b>\$70.00</b>	<b>0</b>	<b>\$0.00</b>	<b>2</b>	<b>\$70.00</b>	<b>0</b>	<b>\$0.00</b>	<b>2</b>	<b>\$50.00</b>	<b>2</b>	<b>\$50.00</b>	<b>50</b>	<b>\$1,860.00</b>
<b>TASK 2 - yyyyyy</b>																			
2.01	Project Administration/Project Management/QA/QC	2	\$70.00	22	\$770.00	6	\$210.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	30	\$1,050.00
2.02	Subtask description		\$0.00	2	\$70.00		\$0.00		\$0.00	2	\$70.00		\$0.00	2	\$50.00		\$0.00	6	\$190.00
2.03	Subtask description		\$0.00	2	\$70.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$70.00
2.04	Subtask description		\$0.00	2	\$70.00	6	\$210.00		\$0.00	22	\$770.00		\$0.00	22	\$550.00	2	\$50.00	54	\$1,650.00
2.05	Subtask description		\$0.00	2	\$70.00	6	\$210.00		\$0.00	2	\$70.00		\$0.00	2	\$50.00	2	\$50.00	14	\$450.00
2.06	Subtask description		\$0.00	22	\$770.00	66	\$2,310.00		\$0.00	122	\$4,270.00		\$0.00	222	\$5,550.00	22	\$550.00	454	\$13,450.00
Total Expenses (include for Subconsultants only)																			
<b>Subtotal Task 2</b>		<b>2</b>	<b>\$70.00</b>	<b>52</b>	<b>\$1,820.00</b>	<b>84</b>	<b>\$2,940.00</b>	<b>0</b>	<b>\$0.00</b>	<b>148</b>	<b>\$5,180.00</b>	<b>0</b>	<b>\$0.00</b>	<b>248</b>	<b>\$6,200.00</b>	<b>26</b>	<b>\$650.00</b>	<b>560</b>	<b>\$17,010.00</b>
<b>TASK x - zzzzz</b>																			
x.01	Project Administration/Project Management/QA/QC		\$0.00	66	\$2,310.00	33	\$1,155.00		\$0.00		\$0.00		\$0.00		\$0.00	22	\$550.00	121	\$4,015.00
x.02	Subtask description		\$0.00	22	\$770.00	33	\$1,155.00		\$0.00	22	\$770.00		\$0.00	22	\$550.00	2	\$50.00	101	\$3,295.00
x.03	Subtask description		\$0.00	22	\$770.00	66	\$2,310.00		\$0.00	22	\$770.00		\$0.00		\$0.00	22	\$550.00	132	\$4,400.00
Total Expenses (include for Subconsultants only)																			
<b>Subtotal Task x</b>		<b>0</b>	<b>\$0.00</b>	<b>110</b>	<b>\$3,850.00</b>	<b>132</b>	<b>\$4,620.00</b>	<b>0</b>	<b>\$0.00</b>	<b>44</b>	<b>\$1,540.00</b>	<b>0</b>	<b>\$0.00</b>	<b>22</b>	<b>\$550.00</b>	<b>46</b>	<b>\$1,150.00</b>	<b>354</b>	<b>\$11,860.00</b>
<b>TOTAL BASE SERVICES (Tasks 1 through x)</b>																			
		<b>5</b>	<b>\$175.00</b>	<b>201</b>	<b>\$7,035.00</b>	<b>218</b>	<b>\$7,630.00</b>	<b>0</b>	<b>\$0.00</b>	<b>194</b>	<b>\$6,790.00</b>	<b>0</b>	<b>\$0.00</b>	<b>272</b>	<b>\$6,800.00</b>	<b>74</b>	<b>\$1,850.00</b>	<b>964</b>	<b>\$30,730.00</b>
<b>TASK y - OPTIONAL SERVICES</b>																			
y.01	Subtask description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
y.02	Subtask description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
<b>Total Task y</b>		<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>

## ATTACHMENT G

### US ARMY CORPS OF ENGINEERS REFERENCES, PROJECT MANAGEMENT PLAN AND PROPOSED SCHEDULE

*See separate PDF*

## ATTACHMENT H

### SUMMARY OF DATA TO BE PROVIDED TO THE SELECTED CONSULTANT BY WAYNE COUNTY FOR THE NORTH BRANCH ECORSE CREEK DRAIN FLOOD CONTROL PROJECT

*See separate PDF*

# ATTACHMENT I

## SAMPLE PROJECT EXPERIENCE MATRIX

**Project\* Experience Matrix - SAMPLE**

Project/Key Personnel Key Element	Project 1 (\$)	Project 2 (\$)	Project 3 (\$)	Project 4 (\$)	Person 1 (Proponent firm)	Person 2 (Proponent firm)	Person 3 (Proponent firm)	Person 4 (Subconsultant firm)	Person 5 (Subconsultant firm)
HEC-RAS/HEC-HMS Studies/Projects (3)	X								
HEC-GeoRAS, digital terrain models or digital elevation models (within last 5 years)									
Feasibility Studies for US Army Corps of Engineers	X				X				
Economic Risk Analyses for US Army Corps of Engineers		X					X		
Hydrologic/hydraulic studies/projects for Wayne County Drain Commissioner	X	X				X			
Hydrologic/hydraulic studies/projects for other municipalities, state or federal government		X		X	X				
Stakeholder Involvement			X	X				X	X
Other Project Element Highlighted by Proposer			X			X		X	X
Other Project Element Highlighted by Proposer		X			X		X	X	
Other Project Element Highlighted by Proposer	X	X			X			X	
Other Project Element Highlighted by Proposer					X	X			
Other Project Element Highlighted by Proposer									

\*Projects listed must include (but are not limited to) all the tasks highlighted in the proposal.

# ATTACHMENT J

## TASK LIST FOR ENGINEERING DESIGN AND ANALYSES PROJECT

**Attachment J**  
**Task List for the Engineering and Design Analysis Project**  
**North Branch Ecorse Creek Flood Control Project**

The goal of the contract for Engineering and Design Analysis is to provide select information required to complete the GRR for the NBEC consistent with the 2009 USACE Project Management Plan (PMP). The PMP identifies several tasks that may be necessary for the GRR but are noted as “if required.” The necessity of these items needs to be analyzed in conjunction/coordination with the tasks herein, a separate parallel contract responsible for the Environmental Studies/Reports project and the USACE work effort.

**Task Descriptions**

**Task 0 – Review Existing Information and Summarize Additional Data Needs**

The goal of this task is review existing information and determine what data gaps exist for completion of the work to be completed under this contract in accordance with USACE requirements for a GRR.

**JA000 Engineering and Design Analyses Appendix**

**Task 1 - JAA00 Survey and Mapping**

**1.1 Data Gathering**

- 1.1.1 Surveying
- 1.1.2 Cross sections

**Task 2 - JAB00 Hydrology and Hydraulic Studies**

**2.1 Model Review and Updates Based on Additional Data**

**2.2 Calibrate Models**

**2.3 Baseline Model**

Re-establish the baseline model conditions using the same criteria identified in the Wayne County 2008 Report.

**2.4 Alternative Analysis**

Assist the County in reviewing the master list of alternatives developed by the USACE A/E.

## **2.5 Hydrologic/Hydraulic Support for Economic Risk Analysis**

- 2.5.1 Determine the most beneficial number of reaches for the Economic Risk Analysis based upon existing GIS technology and the requirements of the programs used for the Economic Risk Analysis.
- 2.5.2 For each river reach, determine the rainfall event which begins to cause structural flooding. For the baseline condition and for each of the final alternatives identified in Task 2.4, the models will be solved for eight different events.
- 2.5.3 Quantify the number of structures that flood for each model run in the previous task for each defined reach.
- 2.5.4 Prepare Floodplain Maps by electronically linking the HEC-RAS model to the digital elevation model through a software program such as HEC-GeoRAS.

## **2.6 Meetings and Coordination**

The consultant will be expected to prepare for and attend project meetings which are anticipated to include:

- Meet with Wayne County staff to discuss project status;
- Present findings/status with Wayne County management;
- Present findings at critical points to Wayne County and USACE;
- Meet with regional agencies, watershed communities, and the general public;
- Coordinate with USACE and their consultants; and
- Coordinate with the Wayne County consultant performing the Environmental Studies/Report.

## **2.7 Basement Flooding Analyses**

The selected consultant will identify alternatives for evaluating/quantifying the impact on structure basements from NBEC flooding.

## **Task 3 - JAC00 Geotechnical Studies**

Geotechnical studies, which consist of investigations and laboratory analyses, will be conducted to determine the physical characteristics of the sediments and subsurface soils to assist in the design analysis, cost estimation, and evaluation of alternative plans.

## **Task 4 - JKE10 Prepare Floodplain Management Plan**

The selected consultant will assist Wayne County with developing a Floodplain Management Plan for Ecorse Creek, as required by Federal Flood Risk Management Planning policy. The Management Plan must fulfill all federal and local requirements.

## **Task 5 - JAD00 Design Analysis**

**5.1** The Design Analysis will include a cost estimate of the design/construction management engineering costs and the initial construction cost. It will also include an evaluation and write-up of anticipated operation and maintenance (O&M) requirements once the project is completed, as well as a description of future replacement requirements and costs.

## **Task 6 - JAE00 Engineering Appendix**

The Engineering Appendix will be prepared to support the recommendations as described in the USACE Feasibility Report. (Note that the Feasibility Report is being created by the USACE.)

## **Task 7 - JAG00 Resolution of Agency Technical Review Comments – Engineering Appendix**

The Detroit District, USACE will perform the Agency Technical Review under task JAF00. Any comments received from USACE will be forwarded to Wayne County and incorporated by the Consultant into the Engineering Appendix.

## **Task 8 - JAI00 Resolution of Independent External Peer Review Comments**