



GREAT LAKES WATER AUTHORITY

GREAT LAKES WATER AUTHORITY

**STATEMENTS OF QUALIFICATIONS
FOR GLWA PROJECT NO. GLWA-SOQ-020**

"PROFESSIONAL ENGINEERING, ARCHITECTURAL, AND RELATED SERVICES"

NOVEMBER 18, 2015

Great Lakes Water Authority
Statements of Qualifications
For GLWA Project No. GLWA-SOQ-020

"Professional Engineering, Architectural, and Related Services"

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**Great Lakes Water Authority
Statements of Qualifications
For GLWA Project No. GLWA-SOQ-020**

"Professional Engineering, Architectural, and Related Services"

A. GENERAL INSTRUCTIONS

The Great Lakes Water Authority (GLWA) is requesting Statements of Qualifications (SOQ) from firms wishing to provide engineering, architectural, and/or related services in one or more disciplines for renovation and new construction projects involving GLWA's water or wastewater systems or other facilities. GLWA will pre-qualify professional architectural and engineering consulting firms in one or more of the following professional service categories:

1. Architectural Services
2. Civil/Structural Engineering
3. Water Treatment Engineering
4. Wastewater Treatment Engineering
5. Combined Sewer Overflow Engineering Services
6. Water Distribution and Sewer Mains Engineering
7. Hydraulic Modeling and Analysis
8. Geotechnical Engineering Services
9. Mechanical Engineering
10. Electrical Engineering
11. Instrumentation and Control
12. General Engineering Services
13. Specialty Services
14. Computer-Aided Design (CAD) And Computer Systems Services
15. Surveying Services
16. Environmental Engineering
17. Project Execution and Construction Inspection

Typical projects solicited from pre-qualified firms are expected to require professional services fees of less than \$1 Million each. Within each of these professional service categories, GLWA has identified one or more practice areas. Responding firms are invited to demonstrate their qualifications in any number of service categories and practice areas. Descriptions of the professional service categories and listings of corresponding practice areas are provided in Exhibit E.

The pre-qualification process will document key performance qualifications (e.g. areas of technical expertise, experience, personnel, demonstrated performance, and financial capabilities) of all interested firms without financially obligating the Great Lakes Water Authority. After the pre-qualification process is completed, as professional services needs are identified for individual projects of the type and size contemplated under this solicitation, GLWA will solicit proposals from the list of pre-qualified firms in accordance with the process described in Section 'F' below. GLWA will enter into a contract with a prequalified consulting firm only if the firm is successful at winning an individual contract through a proposal and negotiation process.

Pre-Qualification Duration

The selected prequalified consulting firms will be considered prequalified by GLWA for a period of three (3) years after GLWA posts its prequalification notice on MITN and www.glwater.org. After being pre-qualified, each firm is required to annually submit to GLWA an update of its SOQ, identifying all changes that have occurred including, without limitation, staff changes, updated financials, and any current or pending litigation, together with the surrounding circumstances. If no changes to the SOQ have occurred, submit the originally provided information indicating "no changes", together with updated financials, and a list of any contracts involved in current or pending litigation, including the circumstances surrounding each such litigation. GLWA reserves the right to disqualify any previously

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prequalified firm for convenience or cause at any time as solely determined by GLWA when it is in GLWA's best interest.

Background

The Great Lakes Water Authority (GLWA) provides drinking water and wastewater services to about 3.5 million people located throughout Southeast Michigan.

Minimum Requirements

In order to be considered for pre-qualification, each consulting firm shall submit documentation that demonstrates that the consulting firm meets the requirements, as well as proof of financial capability as specified in this request for Statements of Qualifications.

Restriction

Teaming is not allowed as part of this prequalification process. The intent of this prequalification process is to identify and select a list (or "pool") of single consulting firms that are qualified to deliver engineering, architectural, and related professional services to GLWA for its water and wastewater facilities. Therefore, consulting firms that submit Statements of Qualifications that involve subcontracting, partnering or otherwise teaming with other consulting firms, engineers, architects, etc. will not be considered or otherwise evaluated by GLWA.

Advertisement and SOQ Submittal Dates

Beginning **WEDNESDAY, November 18, 2015**, this request for Statements of Qualifications (SOQs) will be available on the Michigan Inter-Governmental Trade Network (MITN) website at www.mitn.info and on the Great Lakes Water Authority website at www.glwater.org. Questions pertaining to the distribution of this request should be directed to Mr. Daniel Edwards @ daedwards@dwsd.org or Ms. Joan Byrne @ byrne@dwsd.org. No phone calls please.

Statements of Qualifications are due on **THURSDAY, DECEMBER 10, 2015** at 12:00 Noon, Eastern Standard Time. Statements of Qualifications shall be submitted in a sealed envelope which shall be entitled "Statement of Qualifications for Professional Engineering, Architectural, and Related Services GLWA Project No. GLWA-SOQ-020." Statements of Qualifications shall be submitted to the following address:

**Great Lakes Water Authority
c/o Detroit Water and Sewerage Department
735 Randolph, 15th Floor
Detroit, Michigan 48226
Attn.: Daniel Edwards, Interim Contracts and Grants Manager**

Two (2) copies of an SOQ receipt (of your own design) shall be affixed to the outside of the sealed package. Both receipts will be date- and time-stamped upon arrival and one (1) stamped copy will be returned to the respondent as proof of timely delivery.

Clarifications

All questions pertaining to this request for qualifications must be submitted via email to GLWA's contractual representative, Daniel Edwards @ daedwards@dwsd.org. GLWA will not answer written questions or inquires received after NOVEMBER 25, 2015. Should Consultants be in doubt as to the true meaning of any portion of this request for Statements of Qualifications, or find any patent ambiguity, inconsistency, or omission herein, please make a written request for an official interpretation or correction, in a timely manner so that it will be received by GLWA no later than NOVEMBER 25, 2015. The Consultant making the request for an official interpretation or correction shall be responsible for its timely delivery to GLWA.

Each answer to a written question, interpretation, or correction, as well as any additional provision that GLWA may decide to include in this request for SOQs, will be issued in a Bulletin which will be posted

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to the Michigan Inter-Governmental Trade Network (MITN) website at www.mitn.info and the Great Lakes Water Authority website at www.glwater.org. Any Bulletin issued by GLWA shall become a part of the request for Statements of Qualifications and shall be taken into account by each Firm in preparation of its SOQ. Only written Bulletins duly issued by GLWA shall be binding revisions to this request for Statements of Qualifications. Consultants are advised that no oral interpretation, information or instruction by any officer or employee of DWSD, the City of Detroit and/or GLWA shall be binding on the Great Lakes Water Authority.

B. SCOPE OF SERVICES

GLWA anticipates that the services described in each of the professional service categories may be needed on a wide variety of capital and non-capital improvement projects at GLWA's facilities. Consulting firms who are awarded contracts will be providing professional services that may include studying, planning, designing, and/or construction assistance for the implementation of capital improvements in any or all of the following phases.

- Study Phase
- Design Phase
- Bid and Award Phase
- Construction Phase

The typical services and deliverables to be provided in each phase of a project are generally described in Exhibit F. Specific requirements for each specific project will be addressed in the Request for Proposals for that project.

Capital and non-capital improvement projects for which professional services may be required may include without limitation those associated with the following types of facilities:

- Surface water treatment plants (5)
- Water booster pumping stations and finished water reservoirs
- Wholesale customer billing water metering stations
- Pressure-reducing valve stations
- Water transmission mains
- Water distribution mains
- Combined Sewerage Overflow (CSO) treatment and retention basins and pumping stations
- Sewage pumping stations
- Wastewater treatment plant
- Combined sewer interceptors
- Sanitary sewers
- In-system storage sites, inflatable dams, regulators, gates and outfalls
- Administration, warehousing and maintenance buildings at various facilities

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C. PROJECT SCHEDULE

The following target completion dates have been established for this request for SOQs:

	Target Date
Advertisement Date	November 18, 2015
Questions and Clarification Requests Due	November 25, 2015
Statements of Qualifications Due	December 10, 2015
Issue Notices of Prequalification	February 3, 2016

D. STATEMENT OF QUALIFICATIONS SUBMISSION

1. Preparation of Statement of Qualifications

The Statement of Qualifications shall be in the format and with Exhibits and completed forms specified in these instructions. Each Statement of Qualifications shall show the full legal name and business address of the prospective consultant, including street address if different from mailing address, and shall be signed and dated by a person or persons authorized to bind the firm. Partnerships or joint ventures shall not be allowed. The name of each signatory shall be typed below each signature. If requested by GLWA, satisfactory evidence of the authority of a signatory on behalf of the prospective consultant shall be furnished.

The preparation of the Statement of Qualifications shall be at the expense of the prospective consultant. It is the sole responsibility of the prospective consultant to fully examine this request for SOQs, bulletins (if any) and referenced documents. Questions shall be addressed as provided in Section A, "General Instructions". GLWA will respond to all written questions that are properly presented as stated above by issuing a written bulletin to this request for SOQs on MITN and www.glwater.org.

Statements of Qualifications shall be assembled and bound in accordance with the "Statement of Qualifications Format and Contents (below)". All Statements of Qualifications submitted become the property of GLWA and will be subject to applicable Public Record laws.

2. Statement of Qualifications Format and Contents

a. Letter of Transmittal

Each Statement of Qualifications shall be accompanied by a letter of transmittal not to exceed one page, signed by an individual, or individuals, authorized to bind the firm contractually.

b. Format

Ten (10) copies of the Statement of Qualifications shall be submitted and the information included therein should be as concise as possible. Each copy shall not be more than **25** pages in length, excluding the required Exhibits, on 8-1/2" x 11" size paper with material printed on one side only and using double-spaced typing. Provide one electronic copy of the SOQ in native file format (MS-Word or MS-Excel) and one electronic copy in Adobe Acrobat format. GLWA reserves the right to reject any or all Statements of Qualifications and to waive any informality in the Statements of Qualifications received, if it is in the best interest of GLWA to do so.

Respondents are advised to adhere to the submittal requirements. GLWA reserves the right to reject non-compliant or non-responsive SOQs as well as SOQs that fail to demonstrate the required minimum qualifications as determined by GLWA.

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c. Contents

In order to be evaluated for pre-qualification by GLWA, the consulting firms are required to submit a Statement of Qualifications (SOQ) compliant with these instructions, along with a U.S. General Services Administration Standard Form 330. This submittal shall contain the following information and conform to the page limits (where applicable) noted below:

- Cover Letter signed by an authorized representative of consulting firm (limited to 1 page).
- Firm's Capabilities: This section must demonstrate the firm's capabilities to provide each professional services category and practice area in which the firm is seeking prequalification. Also address the firm's familiarity with local conditions, regulations, codes and ordinances and with GLWA's facilities and practices. In addition, indicate whether the firm holds proper credentials as a consulting engineer and is registered as a business entity with the Michigan Department of Commerce. Also state the number of professional engineers in each discipline licensed by the Michigan Department of Licensing and Regulatory Affairs (limit to 3 pages).
- Client and/or Project Owner References: This section must include a list of client and/or Project Owner references with current contract information (telephone and email) that GLWA can contact to evaluate the consulting firm's past work experience and performance on similar work. A minimum of six (6) such references shall be provided with no more than two (2) of these being from GLWA (limited to 1 page).
- Disclosure Statement (limited to 1 page)
 - Provide a statement identifying all past contracts that have been terminated for default within the past five (5) years. Discuss the circumstances surrounding the termination.
 - Describe any legal proceedings, lawsuits, or claims that have been filed by or against your firm within the past ten (10) years in which your firm's client or the project owner has been the adverse party. Identify the name of the case and Court (if any), and summarize the nature, reasons for, and response to the legal action, including binding arbitration. Explain the circumstances surrounding each instance of litigation, whether prior, current or pending.
 - Describe each circumstance within the past ten (10) years where your firm or professional liability insurer paid a part or all of a claim or change order brought by a client or third party and involving allegations of design errors, design omissions, malpractice, or other professional liability.
- Identify all contracts during the past ten years under which your firm has provided services for GLWA, as a prime consultant or as a subconsultant at any tier. Identify the GLWA project manager for each such project (limited to 1 page).
- As Exhibit A to your firm's SOQ complete Federal Standard Form 330 (SF-330) provided in Exhibit A to this request for SOQs. The SF-330 must provide all information requested in Parts I and II. For each of the professional service categories and practice areas where your firm is seeking to be prequalified provide:
 - Resumes in SF-330 part I.E for one or more individuals to be offered under this solicitation that demonstrate significant work

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experience within that specific professional service category and practice area. An individual with significant previous experience in responsible charge of work within that professional service category and practice area must also be provided. The resume for an individual with the appropriate experience may be used to demonstrate staff qualifications in multiple professional service categories and practice areas, including both significant work experience and responsible charge, but multiple copies of the resume are not required. Within the resume clearly identify the experience which demonstrates qualifications in each area for which the individual is offered. Staff qualifications will be evaluated both on the qualifications of the individuals offered and on the availability of a sufficient number of qualified individuals to complete the tasks contemplated under this procurement. Each resume shall be limited to no more than 2 pages.

- In SF-330 part I.F provide data and descriptions for at least three but no more than ten projects that best demonstrate your firm's qualifications to perform the required services in that professional service category and practice area. Where applicable, the same project(s) may be used to demonstrate qualifications in multiple professional service categories and practice areas but multiple copies of the project data sheet are not required. Clearly indicate which professional service categories and practice areas were provided for each project. Cumulatively, more than ten projects may be offered if necessary to demonstrate your firm's qualifications in multiple professional service categories and practice areas. Each project description shall be limited to no more than 2 pages.

- As Exhibit B to your firm's SOQ, complete the "Firm and Staff Experience Matrix" provided in Exhibit B of this request for SOQs. In the left hand column of Exhibit B list the names of each project described in Section I.F of your firm's SF-330 Form. Under each project indent and list those individuals from Section I.E of your firm's SF-330 who worked on that project. To the right of each project, enter the project number as shown in the SF-330 and identify in the appropriate columns those professional service categories and practice areas your firm performed for that project, using a "D" if your firm directly performed the engineering or other service, or an "S" if performed by your firm's subconsultant (at any tier). Leave blank the cells for categories not required for that project or not performed by your firm or its subconsultants. To the right of each person's name, show that individual's Michigan registrations (PE, RA, RLS, etc.) and education indicating degree(s) earned, year, and major/discipline. Also identify in the appropriate columns those professional service categories and practice areas where they performed substantial services for that project, using an "R" if they were in responsible charge or a "W" if they performed significant work but were not in responsible charge. Indicate which individual will serve as the project executive under this solicitation and which will serve as the project manager. Below the last project listed, enter a header "Other Key Individuals" and under that header list any key individuals that your firm will make available to perform work under this procurement that have not been identified under any of the projects listed. Near the top of the form indicate with an "X" those professional service categories and practice areas for which you believe that your firm is qualified and in which your firm is seeking to be prequalified. On the next line state your firm's years of experience within each of those professional service categories and practice areas. Add additional sheets in the same format as necessary.

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- As Exhibit C to your firm’s SOQ, complete the “Terms and Conditions Checklist” provided in Exhibit C of this request for SOQs. Within Exhibit C, itemize all revisions to GLWA’s Sample Consultant Contract Form (provided in Exhibit G of this request for SOQs) that your firm would require if offered a contract. Add additional sheets in the same format as necessary.
- Provide as Exhibit D of your firm’s SOQ a fully completed and executed “Covenant of Equal Opportunity” as provided in Exhibit D of this request for SOQs. Also provide a statement of Equal Employment Opportunity (EEO) policy on the Firm’s letterhead.
- As Exhibit E of your firm’s SOQ, provide evidence to demonstrate your firm’s financial capability to successfully complete the services contemplated under this procurement as described below or, if the required financial statements are confidential, provide a statement indicating the location within the City of Detroit where your firm will make the required financial statements available for GLWA’s review upon 24 hours advance notice. GLWA is obligated to ensure that the financial strength of each firm is adequate to carry out the services contemplated. Acceptable proof of financial capacity includes, but is not limited to, a current Dun and Bradstreet “Business Information Report” with financial rating or company financial reports (including income statement, balance sheet and a statement of changes in financial position) for the previous three (3) fiscal years, audited by a Certified Public Accountant. Firms should note that any data submitted within the SOQ becomes a public document when the SOQ is opened and is therefore subject to disclosure under the Michigan Freedom of Information Act (MCL 15.243). Prequalified firms selected for a contract, if not previously asked to do so, will be required to present proof of financial capability at the time of contract negotiations.

3. Clarifications of Statements of Qualifications

If GLWA determines clarification of the contents of a Statement of Qualifications is required, it will communicate its needs to the appropriate firm. Firms must be prepared at any time to visit GLWA’s office to clarify their Statement of Qualifications if requested to do so.

Before scoring or final decision, the GLWA Evaluation Team may, in its sole judgment, decide to conduct interviews with some or all of the consulting firms that submit Statements of Qualifications to facilitate GLWA’s evaluation of each Consultant’s qualifications.

E. PRE-QUALIFICATION EVALUATION CRITERIA

GLWA uses a structured qualifications-based process to evaluate Statements of Qualifications. Each SOQ will be evaluated on its responsiveness to the technical and administrative criteria identified in this request for SOQs. GLWA reserves the right to verify any and all material submitted, including contacting references. Please note that failure to supply any of the data or forms, or to comply with the format required, may result in elimination of an SOQ from consideration. Each member of GLWA’s evaluation committee will review the qualifications presented by each firm and will independently rate each firm’s qualifications in each professional service category and practice area using the following scoring criteria:

5 = EXCELLENT: Exceeds expectations. Fulfilment of the criterion at the highest possible level. Excellent probability of success.

4 = VERY GOOD: Highly competent. Satisfies the selection criterion in all respects. High probability of success.

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3 = GOOD: Acceptable and compliant. Satisfies requirements. No shortcomings apparent. Moderate probability of success.

2 = FAIR: Acceptable and mainly compliant, generally meets the requirements except for minor aspects and shortcomings. Low probability of success.

1 = POOR: Marginally adequate, does not satisfy all requirements. Concerns regarding competence or capacity and ability to successfully fulfil the contract requirements. Unlikely probability of success.

0 = NON-COMPLIANT: Fails to satisfy specified requirements.

The evaluation committee will judge whether each firm meets all of the minimum qualifications listed in the second section below, and will score the following items:

1. Firm capabilities (scored separately for each professional service category and practice area).
2. Staff experience considering both the qualifications of the individuals offered and the availability of a sufficient number of qualified individuals to complete the tasks contemplated under this procurement (scored separately for each professional service category and practice area).
3. Overall firm capabilities. The evaluation for this item will also consider information provided in the SOQ regarding the history of litigation and claims (present or pending) involving the proposing firm related to services similar to those to be performed.
4. Client or project owner references for the firm considering overall capabilities, quality of work, timely performance and ability to meet budget.
5. Revisions to GLWA's Sample Consultant Contract Form that the firm would require if offered a Contract.

Minimum qualifications:

- Firm must have been in practice for at least 3 years and must hold the proper credentials as a consulting engineer from the Michigan Department of Licensing and Regulatory Affairs and registration as a business entity with the Michigan Department of Commerce.
- Fully executed "Covenant of Equal Opportunity" provided.
- Demonstrated financial capability of the firm to successfully complete services contemplated under this procurement.
- Signed and completed Terms & Conditions checklist
- Standard Form 330 completed
- No defaults (present or pending) against proposing firm related to services similar to those to be performed.

GLWA will evaluate SOQs received in response to this request to determine the professional services categories and practice areas in which each responding firm has adequately demonstrated its qualifications. Based on this evaluation, GLWA will develop a prequalification database containing this information for all responding firms. Those consulting firms that are pre-qualified in any services category will be posted on MITN and www.glwater.org, together with a listing of the services categories and practice areas in which each firm was judged qualified.

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F. CONTRACTING PROCESS

Subsequently, as professional services needs are identified for various projects of the type and size contemplated under this procurement, GLWA will develop a concise request for proposals (RFP) for each project. The RFP will include:

- A scope of work that will describe the facilities or systems to be studied, designed or constructed
- The project objectives and requirements
- The scope of services and deliverables to be provided by the selected Consultant, and the required completion date
- Proposal submittal requirements

Based on the scope of work defined for the project, GLWA will determine the professional services categories and practice areas that will be needed to complete the work. Pre-qualified firms will be invited to provide proposals for that project. Firms that have already been awarded a contract under this procurement may not be included in the invitation to provide proposals. It is GLWA's intent that only prequalified firms will be invited to propose on each individual project however GLWA reserves the right to solicit proposals from all firms (including those not previously qualified) if in GLWA's sole discretion it is determined to be in GLWA's best interest.

GLWA will issue a brief RFP as described above to the prequalified firms. The prequalified firms will be asked to submit a brief technical proposal in response to each RFP. The technical proposal will include, but not necessarily be limited to, the following information:

- Work plan that demonstrates the consulting firm's understanding of the project and its approach to successful execution
- Summary of experience that is especially relevant to the project
- Project manager who will be managing the project, discipline leads, individual(s) in responsible charge, and other key personnel who will be assigned to the project identifying experience relevant to the project
- Detailed project schedule
- Labor distribution showing the personnel assigned to each task, the number of hours estimated for each person by task, extended number of hours for each task, and the total number of hours for the project
- In addition, in a separate sealed envelope, each firm will be asked to provide a budget broken down by task and showing the number of labor hours, direct payroll rates, billing rates, and lump sum amount for each task and for the entire project. Proposals in which costs are not submitted separately as required are subject to immediate rejection with no further consideration or evaluation.

Before opening the cost envelope, GLWA will evaluate the technical proposals received and score and rank the proposals based on the identified scoring criteria. GLWA reserves the right to select the proposal which best meets its needs for the project as solely determined by GLWA's judgment.

GLWA uses a qualifications-based selection process to evaluate proposals. Each proposal will be evaluated on its responsiveness to the technical and administrative criteria identified in the RFP. GLWA reserves the right to verify any and all material submitted, including contacting references. Please note that failure to supply any of the data or forms may result in elimination of a proposal from consideration. Based on GLWA's evaluation of the technical proposals against the technical criteria, GLWA will rank the Proposers. Following review and ranking of technical proposals, cost envelopes will be opened and reviewed.

GLWA will enter into contract negotiations with the highest-ranked Proposer based on the evaluation of the technical proposals. It is GLWA's intent that this proposal and proposal review process be brief

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so that GLWA's projects can move forward expeditiously. If a contract cannot be successfully negotiated with the higher-ranked Proposer within a reasonable time after the start of negotiations, or should GLWA determine, in its sole judgment, that negotiations are non-productive, GLWA shall cease negotiations with that Proposer and instead negotiate with the next-highest-ranked Proposer until a contract is successfully awarded.

Each contract will specify the individual project title, scope of work, project objectives and requirements, scope of services and deliverables to be provided by the selected Consultant, key personnel, work plan, required completion date(s), schedule, and costs negotiated for that project assignment. GLWA is not obligated in any way to issue any contracts to a prequalified Consultant, nor is GLWA obligated to award any work to any of the prequalified Consultants. The intent of the prequalification and RFP process is to assure that GLWA gets the most qualified firm and most qualified key personnel that are able to meet the unique requirements of each project, schedule and budget limitations that GLWA may have.

EXHIBIT A
FEDERAL STANDARD FORM 330

See attached

EXHIBIT B

FIRM AND STAFF EXPERIENCE MATRIX

See Attached

EXHIBIT D

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance – Terms Enforced after Contract is awarded)

I, being a duly authorized representative of the _____, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: _____
(Type or Print Legibly)

Contractor Address: _____, _____, _____
(City) (State) (Zip)

Contractor Phone/E-mail: _____ / _____
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

***** This document MUST be notarized *****

Signature of Notary: _____ Printed Name of Seal of Notary: _____

My Commission Expires: _____ / _____ / _____

For Office Use Only:

Covenant Rec'd: _____ / _____ / _____ In Department Name: _____

Accepted by: _____ Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department, 1026 CAYMC at HumanRightCL@Detroitmi.gov or fax to (313) 224-3434.

Exhibit E
Professional Services Categories and Practice Areas
Great Lakes Water Authority
Statements of Qualifications for Project GLWA-SOQ-020
“Professional Engineering, Architectural, and Related Services”

Architectural Services Category:

This category is specific to architectural planning, design, architectural programming, architectural engineering, and building code compliance reviews. Professional architectural services will be provided during the study, design and construction assistance phases. Architectural services may include but not be limited to planning, designing and providing construction administration and resident engineering for construction of new buildings, expansion and renovation of existing buildings, modification of existing buildings or portions of buildings to accommodate different uses, building interiors, and outdoor landscaping. The services may include elements of the other engineering disciplines such as electrical, mechanical, fire protections and others. The architectural engineering services shall focus on several areas, including structural integrity of building, compliance with the building code, acoustic and lighting planning, and energy conservation issues. All discipline work shall be performed by or under the responsible charge of registered architects licensed in the State of Michigan. A minimum requirement for pre-qualification in this category is that each firm shall have at least one registered architect licensed in the State of Michigan.

Practice Areas Included in Architectural Services

AE-Buildings
AE-Landscaping
AE-Interior Design

Civil/Structural Engineering Services Category:

The civil/structural engineering services shall include the planning, design, and construction assistance work related to water storage structures, hydraulic structural conduits/channels and environmental structures for both above and underground facilities, utility tunnels, pedestrian tunnels, and structures used to support process related equipment, heavy piping, pumping equipment, motors, electrical gear, mechanical equipment, roads, buildings, tunnels, dams, water and wastewater systems, and related systems. The services may also include structural, site work, surveying, soil boring, transportation, traffic, water resources, and geotechnical engineering. This category includes specialized structural engineering services related to new and existing, older facilities requiring renovations and rehabilitation.

Structural engineering services may include but not necessarily be limited to structural analysis, investigation and inspection of structural systems, structure repair, rehabilitation and retrofit, foundation evaluations and design for large, heavy equipment, evaluation of existing aging structural systems to determine structural integrity, remaining useful service life and existing load capacities, design of complex piping and equipment support systems to resist static, dynamic and transient forces.

All discipline work shall be performed by or under the responsible charge of a professional engineer licensed in the State of Michigan. A minimum requirement for pre-qualification in this category is that each firm shall have at least one professional engineer licensed in the State of Michigan and qualified by training and experience to perform civil/structural engineering.

Practice Areas Included in Civil/Structural Engineering

CE-Buildings & Structures
CE-Sitework
CE-Corrosion Testing & Inspection

Water Treatment Engineering Services Category:

This category is specific to specialized, expert water treatment engineering services, including but not necessarily limited to water treatment process evaluations, water treatment process optimization, feasibility studies, regulatory compliance assessments, negotiations with regulatory agencies (MDEQ, EPA), distribution system corrosion control, Lead and Copper Rule compliance, distribution system water quality management, water plant residuals engineering and management, and conceptual-level cost estimating. The ability to staff project assignments in this category with staff experienced in executing American Water Works Association

Exhibit E
Professional Services Categories and Practice Areas
Great Lakes Water Authority
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“Professional Engineering, Architectural, and Related Services”

(AWWA) Water Research Foundation projects related to surface water treatment, water quality, and distribution system engineering is preferred.

Practice Areas Included in Water Treatment Engineering

WTS-Filtration Systems
WTS-Chemical Feed Systems
WTS-Hydrology-Including Computer Modeling
WTS-Water Pumping and Pump Station
WTS-Water Transmission and Distribution Mains
WTS-Water Main-Slip Lining Method
WTS-Meter Pit Rehab

Wastewater Treatment Engineering Services Category:

The Consultant firm in this category shall have technical and consultancy solutions for wastewater treatment applications. To determine optimal solutions for wastewater treatment applications, Consultant shall offer experience in analysis of each specific area (e.g. primary, secondary, dewatering, incineration and disinfection, etc.) of the systems. In addition, the consulting firms shall be experienced with alternative system analyses, wastewater facility upgrades and process optimization, conventional and alternative technologies, disinfection systems, odor and corrosion control, and providing O&M manuals and training as necessary.

Practice Areas Included in Wastewater Treatment Engineering

WWTS-Air Pollution Control
WWTS-Wastewater Pumping and Pump Station
WWTS-Primary Treatment
WWTS-Secondary Treatment
WWTS-Solids Removal
WWTS-Incineration
WWTS-Other Processes

Combined Sewer Overflow (CSO) Engineering Services:

The consulting firms in this category shall be experienced with the study and design work related to basins, in-systems storage, and screening and disinfection facilities. The services may include providing construction bid packages for the rehabilitation and replacement of the CSO infrastructure, equipment and control and instrumentation systems. The Consultant firms in this category shall have minimum of 5 years experience.

Practice Areas Included in Combined Sewer Overflow Services

CSO-Basins
CSO-In Systems Storage
CSO-Screening & Disinfection

Water Distribution and Sewer Mains Engineering:

This category involves the planning, design, and construction assistance for the new construction, replacement and rehabilitation (cleaning, lining, etc.) of water distribution and sewer mains and their related appurtenances throughout GLWA's service area. Also included are developing plans for sewer rehabilitation, directional boring, sewer main repair and cleaning, sewer pipe televising, manhole and shaft rehabilitation. Each project will likely involve survey with determination of Rights-of-Way (ROW), pipeline depths, and special details including complete profiling for any new water and sewer main alignment, utility crossings, and project coordination with all of the local utility companies. Both conceptual and design stage cost estimates will be required for each project, as well as RFI assistance, research and shop drawing review. Inspection services may also include notifying area residents; inspecting the work performed by construction contractors; and other services as requested by GLWA. All discipline work shall be performed by or under the responsible charge of a professional engineer licensed in the State of Michigan. A minimum requirement for pre-

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Professional Services Categories and Practice Areas
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qualification in this category is that each firm shall have at least one professional engineer licensed in the State of Michigan.

Practice Areas Included in Water Distribution and Sewer Mains Engineering

WD-Water Transmission & Distribution and Sewer Design
WD-Directional Boring Method
WD-Sewer Rehab-Pipe Bursting Method
WD-Sewer Rehab-FFP Method
WD-Sewer Mains & Cleaning
WD-Pipe Televising
WD-Grout Point Repair
WD-Manhole & Shaft Rehab
WD- Hydrology-Including Computer Modeling

Hydraulic Modeling and Analysis:

This category is specific to hydraulic modeling and analysis of water and wastewater conveyance systems, included but not limited to water distribution and transmission networks, plant hydraulics, sewage interceptor and related sewer networks, pumping stations, and unit process hydraulic analysis (such as mixing analysis for chlorine contact/CT). The hydraulic modeling may also involve both steady-state and transient analyses.

Practice Areas Included in Hydraulic Modeling and Analysis

HM- Hydraulic modeling and analysis

Geotechnical Engineering Services:

The consulting firms in this category shall provide geotechnical study and design service for water and wastewater related projects. This category includes conducting geotechnical investigations, evaluating site geology and hydrology, preparing geotechnical reports and geotechnical baseline reports, performing site borings, and design of foundations and earth retention systems.

Practice Areas Included in Geotechnical Engineering

GE-Geotechnical Investigations
GE-Soil Boring
GE-Laboratory Analysis of Soils
GE-Soil Mechanics
GE-Geotechnical Design

Mechanical Engineering Services:

The mechanical engineering services shall include the work related to study and design of air compressors, HVAC systems, plumbing & piping, materials handling systems such as belts and conveyors, pumps, hydraulic & pneumatic control, valves, and fire protection systems. The work shall include rehabilitation and replacement plans for the mechanical equipment as described above. This category also includes planning and designing of building mechanical systems for GLWA's water treatment plants, wastewater plant, pump stations, administration offices, and warehouse buildings. GLWA's process-related buildings have harsh environments that require robust heating, ventilating, air-conditioning, HVAC and dehumidifying designs. Building mechanical engineering includes HVAC, dehumidification and plumbing systems.

Practice Areas Included in Mechanical Engineering

ME-Air Compressors
ME-Power Generation, Fluid Power
ME-Heating Ventilation & Air Conditioning
ME-Plumbing & Piping
ME-Materials Handling Systems-Conveyors, Sorters
ME-Pumps (Large & Small)

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ME-Hydraulics & Pneumatics Control and Systems
ME-Valves (Large & Small)

Electrical Engineering:

The electrical engineering services shall include the planning, design and construction assistance work for primary and secondary power supply systems, including substations, transformers, switchgear, and power distribution, motors and motor control centers, controls, voice and telephone communications, low voltage wiring, data systems, wiring for controls and instrumentation, lighting design, grounding, lightning protection, security and fire alarm systems, and other electrical systems. The work shall also include the testing and reporting of the electrical equipment. This category is specific to field investigation, verification, tracing electrical raceways and systems to determine the existing conditions of the electrical grid at water and wastewater treatment plants and pumping stations. Consulting services shall include but not be limited to recommendation, design, specification, and construction services to improve, upgrade and/or replace such systems in order to bring them into compliance with the NEC, the local utility company and IEEE standards and to improve the overall efficiency of the facility. These systems shall include but not be limited to high voltage, medium voltage, low voltage, DC voltage, substations and UPS applications. Consulting firm shall be able to provide professional services for control and monitoring strategies for a variety of water treatment processes such as chemical treating processes, pumping systems, filtration systems, electrical distribution systems, lighting systems and motor control systems. Control and monitoring strategies services provided under this category shall be closely coordinated with the Instrumentation and Control services described below.

Practice Areas Included in Electrical Engineering

EE-Power Systems-Source, Distribution
EE-Transmission (Switchgear, Substations)
EE-Motors & Motor Controls
EE-Voice Communication Systems
EE-Telephone, Radio, Intercom, Data

Instrumentation and Control (I&C):

This category is specific to providing planning, field investigation and verification, design of control system solutions, as well as the existing distributed control system (Ovation®), SCADA system, PLC systems and associated programs, and existing instrumentation and control and monitoring strategies at GLWA facilities and infrastructure including the wastewater treatment plant, water treatment plants, CSO facilities, water pumping stations, wastewater pumping stations, and other infrastructure. Also included is in depth Ovation® system troubleshooting to assist in optimizing GLWA systems for increased performance. Consulting services shall include but not be limited to recommendations, design, specification and construction services to improve, upgrade and/or replace existing I&C systems in order to enhance and automate the overall operation of the facility. I&C services provided under this category shall be provided in close coordination with the Electrical Engineering Services described above.

Practice Areas Included in Instrumentation and Control

I&C: Instrumentation and Control Engineering
I&C: Ovation and SCADA Control Systems Engineering

General Engineering Services

This category represents the multiple engineering and technical disciplines that are typically required to execute the study, design and construction assistance project phases. General engineering services include the following disciplines: civil engineering, structural engineering, building mechanical engineering, water and wastewater treatment process mechanical engineering, electrical engineering, and instrumentation and control systems engineering. All discipline work shall be performed by or under the responsible charge of a professional engineer licensed in the State of Michigan. A minimum requirement for pre-qualification in this category is that each firm shall have at least one engineer licensed in the State of Michigan with appropriate

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training and experience for each basic engineering discipline, including: Civil Engineer, Mechanical Engineer and Electrical Engineer.

Practice Areas Included in General Engineering Services

MD-Multi-disciplinary Engineering Services.

Specialty Services Category

The Consultant firm in this category shall provide services related to aerial photogrammetry, fire protection design, property acquisition, preliminary site studies, safety and security engineering.

Practice Areas Included in Specialty Services

SP-Aerial Photogrammetry
SP-Fire Protection Design
SP-Property Acquisition
SP-Preliminary Site Studies
SP-Safety Engineering
SP-Security Systems

Computer-Aided Design (CAD) And Computer Systems Services Category:

This category is specific to computer-aided design (CAD) services that would be provided to GLWA on various water and wastewater related facility improvements projects. Also included is document scanning, managing and uploading documents to the server, software procurement and training services. A minimum requirement for pre-qualification in this category is that each firm shall have staff highly proficient with 2-dimensional AutoCAD.

Practice Areas Included in CAD and Computer Systems Services

CS-Perform Computer Aided Designs
CS-Scanning Services
CS-Training Software Programs

Surveying Services:

This category is specific to land surveying services. A minimum requirement for pre-qualification in this category is that each firm shall have staff licensed in the State of Michigan as professional surveyors. All discipline work shall be performed by a professional land surveyor licensed in the State of Michigan. Pre-qualification of Consultants in this category will be based on the degree of experience that the Consultant can demonstrate at land surveying especially related to municipal engineering, right-of-way, easement, boundary surveys, legal descriptions, topographic mapping, buried infrastructure surveying, and building/facilities surveying work.

Practice Areas Included in Surveying Services

SS-Land Surveying
SS-Building/Facilities Surveying

Environmental Engineering:

This category is specific to environmental assessments and investigations to identify contaminated and hazardous wastes, and to develop the appropriate technical specifications and other necessary contract documents to abate hazardous environmental conditions and contaminated materials. Typical environmental engineering efforts will include sampling and testing for lead-based paints, asbestos-containing materials, polychlorinated biphenols, asbestos air sampling, mercury containing equipment, and petroleum contaminated materials and soils, routine testing, inspection of abatement contractors, and final site clearances. The work shall also include preparation of plans for abatement of hazardous and contaminated materials, on-site daily inspections of abatement work, inspection of records, observation of safety conditions, ensuring proper PPE is

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being utilized, monitoring individual area containments and site barriers, ensuring proper disposal and labelling, and conducting final air clearances.

Practice Areas Included in Hazardous Materials Services

EN-Asbestos

EN-PCB

EN-Lead

EN-Animal Droppings

Project Execution and Construction Inspection Services:

This category involves providing experienced construction inspectors to supplement GLWA’s Field Engineering staff in observing, monitoring, inspecting and documenting the progress and quality of work performed by construction contractors at GLWA’s facilities. The Consultant firms in this category shall provide the as-needed construction inspection services, and limited construction assistance as described in Exhibit B under “Phase 4 – Assistance Services During Construction Phase”. The construction inspection services require a construction inspector to monitor the construction work at the site and compare with construction documents for its completeness.

Practice Areas Included in Construction Inspection and Project Execution

PE-Construction Inspection

PE-Construction Assistance

PE-Program Management

Exhibit F
Typical Project Services and Deliverables
Great Lakes Water Authority
Statements of Qualifications For Project GLWA-SOQ-020
“Professional Engineering, Architectural and Related Services”

TYPICAL PROJECT SERVICES AND DELIVERABLES

The professional services that will be provided by prequalified consulting firms selected to perform design contracts will typically include some or all of the following project phases. Before performing the following areas of services, the Consultant shall have field visits and identify, gather, and coordinate site data. Review GLWA furnished or available data on the subject matter. Perform civil, structural, architectural, electrical, mechanical, process, geotechnical and environmental investigation, etc. as required for the specific contract assignment. Submit to GLWA detailed reports for each investigation. The report shall include actual field results, laboratory data, testing data and conclusions and recommendations.

PHASE 1 – STUDY AND REPORTS

This area includes, but is not limited to, the following engineering services:

- Review and evaluate the field data reports, and provide feasible solution to the problem.
- Develop flow diagram and/or method for corrections.
- Investigate and evaluate alternative solutions, and/or equipment systems for incorporation in design.
- Develop Project Risk Management Plan
- Preparation of life-cycle cost analysis for alternatives
- Develop Project planning and preliminary design
- Submit Preliminary Basis of Design report for GLWA review.
- Prepare Engineer Estimate
- Prepare Construction Project Schedule
- Review existing Operations and Maintenance and list of O & M updates.
- Develop a Lessons Learned Spreadsheet for Project Scope of Work.
- Schedule and conduct workshop for recommendation review and obtain approval to proceed for next area of work.

PHASE 2 - DESIGN PHASE:

This area includes, but is not limited to, the following detailed engineering design services:

- Perform an environmental survey prior to preparing the preliminary design.
- Provide surveying services, including: planimetric, topographic, property, underground, soil erosion, slope failure, and GPS, etc.
- Electrical, Mechanical, Control, Instrumentation and equipment testing if necessary.
- Provide structural, mechanical, electrical, HVAC, process, civil, instrumentation, architectural, and plumbing design.
- Provide planning and preparation of easement and/or related documentation for construction activities
- Provide regulatory submittals.
- Provide calculations for any improvement and existing use of the system.
- Provide utility coordination with local jurisdictions, governments, agencies, and interested stakeholders.
- Provide Traffic Control planning.

Exhibit F
Typical Project Services and Deliverables
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- Provide Sequence of construction planning.
- Provide brainstorming workshop for document review and discussion.
- Provide detailed project schedule and its critical paths.
- Provide construction engineer estimate.
- Obtain permits such as Building & Safety Engineering, and MDEQ
- Production of construction documents, construction cost estimates, and technical specifications.
- Submit 30%, Preliminary (50%), 95% and final design documents, per schedule for GLWA review.

PHASE 3 - BIDDING AND AWARD PHASE:

This area includes, but is not limited to the following Advertisement, Bidding and Award Services:

- Providing assistance to GLWA in scheduling and conducting site tour and pre-bid meetings, and preparation of pre-bid meeting minutes.
- Responding to requests for clarifications and issuing bulletin for Requests for Information (RFI) by construction bidders.
- Providing assistance to GLWA for reviewing the bidder under consideration for Award Package.
- Attending Pre-Construction meeting

PHASE 4 – TECHNICAL ASSISTANCE SERVICES DURING CONSTRUCTION PHASE:

This area includes, but is not limited to, the following construction phase services:

- Attend Construction kick-off meeting.
- Conduct progress meeting and prepare meeting minutes.
- Provide document control, indexing, logging, processing, and filing; records management. Convert them into electronic form as necessary.
- Provide quality control and quality assurance through construction field observations.
- Provide witnessing factory and site acceptance testing for essential equipment.
- Provide daily inspection, if requested by the task
- Assist with addressing technical issues, including technical aspects of change order requests and potential claims by construction contractors
- Review and assist for preparation of operations and maintenance manuals.
- Review of as-built drawings; punch list preparation and administration;
- Commissioning
- Project Close-out
- Interfacing with GLWA and the contractor regarding design issues.
- Coordinate with GLWA’s operations and maintenance staff.
- Provide assistance communicating and reporting to MDEQ as necessary.
- Review and approval of technical submittals.
- Provide evaluation of proposed “or equal” and substitute materials and equipment as requested by construction contractor.

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Typical Project Services and Deliverables
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- Revising the drawings and specifications for proposed and requested changes in the construction and necessary clarifications and interpretations.
- Issuance of clarifications and interpretations.
- Documenting any non-conformances identified during quality control inspections via non-conformance reports.
- Documenting of all tests, inspections, approval, on-site visits and quality control inspections with reports issued by the Consultant and submitted to GLWA;
- Review of operation and maintenance manuals.
- Review of record documents.
- Assist with project correspondence regarding design issues.
- Full construction management/administration services
- Provide and complete lessons learned objective for entire life of contract.
- Provide operational assistance and assist operators regarding the functionality of individual equipment or the whole system.
- Provide as-needed O&M training to the operation and maintenance staff.
- Provide “Do it Yourself” video for routine and preventive maintenance of the equipment
- Provide assistance during field testing.
- Make notes and recommend corrections as discovered during the operation of equipment or system.

TYPICAL PROJECT DELIVERABLES

- Furnish ten(10) copies of each 30%, 50% and 95% complete construction contract bidding documents, including interim project cost estimates, comment resolution letter, supplemental geotechnical and geophysical reports and five copies of the design calculations
- Furnish ten (10) copies of the final construction contract bidding documents (full-size plans, bound specification books, and all supplementary materials referenced therein, (All 10 copies shall include all the bulletins and all the revisions), five (5) half size xerographic copies of drawings; five (5) copies of the uncompressed electronic files on compact disc (CD). Plans shall be edited in the latest AutoCAD inter compatible formats; and Provisional and supplemental specifications (Division 0 through Division 17) shall be edited in Microsoft Word latest version format. Furnish ten copies of final design calculations and comment resolution letter in separate bound copies. All design works, specifications and plans shall be signed and sealed by a Michigan State registered Professional Engineer.
- Furnish original copies of permits obtained from the City of Detroit Building and Safety Engineering Department, Michigan Department of Environmental Quality, Michigan Department of National Resources, U.S. Army Corps of Engineers and other permits clearances as needed.

OTHER REQUIREMENTS

The Consultant will be required to comply with all applicable laws and regulations, including without limitation, holding the proper credentials as a consulting engineer from the Michigan Department of Licensing and Regulation, and registration as a business entity with the Michigan Department of Commerce. At time of contract execution, the Consultant will also be required to provide insurance coverage, including professional liability coverage.

EXHIBIT G

SAMPLE GLWA CONSULTANT CONTRACT FORM

PROFESSIONAL SERVICES CONTRACT

BETWEEN

GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY

AND

CONTRACT NO. _____

**GREAT LAKES WATER AUTHORITY
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (“Contract”) is entered into by and between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955, with its principal place of business located at 735 Randolph, Detroit, Michigan 48226 (“GLWA”), and _____, a _____ corporation, with its principal place of business located at _____ (“Contractor”).

Recitals

Whereas, the GLWA desires to engage the Contractor to render certain professional and/or technical services ("Services") as set forth in this Contract and its exhibits, which are incorporated fully by reference; and

Whereas, the Contractor represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services, in a manner which is responsive to the GLWA’s needs in all respects; and

Accordingly, in consideration of the mutual undertakings and benefits to accrue to the parties and the public, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

“Board” shall mean the GLWA Board of Directors.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all amendments, as approved in accordance with the GLWA Procurement Policy and signed by the GLWA Chief Executive Officer.

“Contractor” shall mean the party that contracts with the GLWA by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by a GLWA employee, agent or representative that are not set forth in this Contract and have not been approved as a part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

- 2.01 By this Contract, the GLWA engages the Contractor and the Contractor agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the GLWA. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the GLWA shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the GLWA in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the GLWA to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the GLWA for completeness and fulfillment of the requirements of this Contract. Neither the GLWA's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the GLWA caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the GLWA and the Contractor for the proper performance of the Services.

- 2.06 The GLWA and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the GLWA and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the GLWA may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the GLWA in any way.

Article 3.
Contractor's Representations and Warranties

- 3.01 To induce the GLWA to enter into this Contract, the Contractor represents and warrants that it is authorized to do business under the laws of the State of Michigan, is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law. The Contractor further represents and warrants that this Contract has been duly authorized and executed by an individual authorized to bind the Contractor to its terms and conditions in accordance with the Contractor's requirements and procedures and constitutes a legal, valid and binding obligation of the Contractor.
- 3.02 The Contractor makes the following representations and warranties as to any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems (collectively "Technology") it may provide under this Contract:
- (a) That all Technology provided to the GLWA under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the GLWA;
 - (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such Technology will perform according to Contractor's published specifications;
 - (c) That the Contractor has the full right and power to grant the GLWA a license to use the Technology provided pursuant to this Contract;
 - (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;

- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that it is provided to the GLWA shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.
Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved in accordance with the GLWA Procurement Policy and signed by the GLWA Chief Executive Officer. The effective date of this Contract shall be the date upon which the Contract has been authorized by the GLWA as set forth in this Section 4.01.
- 4.02 Prior to the approval of the Contract as set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract, the GLWA shall not authorize any payments to the Contractor, nor shall the GLWA incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure.
- 4.03 The GLWA and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be as set forth in Exhibit A.

Article 5.
Data to Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the GLWA for the performance of the Services shall be furnished to the

Contractor upon the Contractor's request. With the prior approval of the GLWA, the Contractor will be permitted access to GLWA offices during regular business hours to obtain any necessary data. In addition, the GLWA will schedule appropriate conferences at convenient times with administrative personnel of the GLWA or other individuals designated by the GLWA for the purpose of gathering such data.

Article 6.

Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The GLWA may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the GLWA objects and shall replace in an expedient manner those rejected by the GLWA. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the GLWA.
- 6.03 When the GLWA deems it reasonable to do so, it may assign qualified GLWA employees or other representatives it designates to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the GLWA is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or subcontractors. The Contractor agrees to indemnify, defend, and hold the GLWA harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the GLWA, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the GLWA. The Contractor's employees' daily working hours while working in or about a GLWA facility shall be the same as those worked by GLWA employees working in the facility, unless otherwise directed by the GLWA.

- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the GLWA's premises.
- 6.07 The Contractor hereby waives any claim against the GLWA and agrees not to hold the GLWA liable for any personal injury or property damage incurred by its Associates on this Contract which is not held in a court of competent jurisdiction to be attributable to the gross negligence of an employee of the GLWA acting within the scope of their employment and hereby agrees to hold the GLWA harmless from any such claim by the Contractor's Associates.
- 6.08 The Contractor shall designate a project manager ("Project Manager"), acceptable to the GLWA, to be responsible for all aspects of the Services. The duties of the Project Manager shall be:
- (a) The Project Manager will coordinate its Associates' work schedules and monitor performance goals. The Project Manager will supervise the day-to-day activities of its Associates. All Associates will report directly to the Project Manager concerning all matters related to this Contract.
 - (b) The Project Manager will act as liaison between the Contractor and the GLWA. Day-to-day services to be performed by the Contractor will be done in cooperation with the designated GLWA representative.
 - (c) The Project Manager shall submit a written report monthly describing progress on the work of the Contract ("Report"). The Report shall indicate which activities the Contractor performed and which were performed by subcontractors. As part of the Report, the Project Manager shall inform the GLWA as soon as the following types of conditions become known: (a) probable delays or adverse conditions which materially affect the ability to attain objectives or prevent meeting the time schedules, accompanied by a statement of any remedial actions taken or contemplated by the Contractor; and (b) favorable developments or events which enable attaining objectives or meeting time schedules sooner than anticipated. At regular intervals, the Contractor's supervisors, higher than the Project Manager (if any), will make checks and verifications on the Reports.
 - (d) The person designated as Project Manager may be changed by the Contractor upon written notice of such change being sent to the GLWA and upon the GLWA's approval thereof.
- 6.09 In the absence of circumstances beyond its control, the Contractor agrees not to remove an Associate who is acceptable to the GLWA from work hereunder until this Contract is terminated. Immediately upon receipt of written notification, the Contractor shall replace any Associate, including the Project Manager, who, in the GLWA's sole opinion, unsatisfactorily performs the Services hereunder, or who is unsatisfactory for the performance of the Services hereunder, irrespective of any prior GLWA approval.

- 6.10 In all cases in which an Associate must be replaced for any reason, the Contractor shall supply an acceptable replacement as soon as possible, and agrees not to substitute a lower classified or less qualified Associate to perform the Services without obtaining prior GLWA approval in writing. The Contractor will furnish such replacement on a no-charge basis for that period of time necessary for any retraining or job orientation.
- 6.11 The Contractor agrees that neither it nor its employees will endeavor to influence the GLWA's employees to seek employment with the Contractor within the duration of this Contract and shall not for a period of one (1) year thereafter employ any of the GLWA's employees without prior written approval from the GLWA. Proof of such activity as determined by the GLWA may cause immediate termination of this Contract.

Article 7. Compensation

- 7.01 The GLWA agrees to pay the Contractor for the complete and proper performance of the Services an amount not to exceed the sum of _____ Thousand and 00/100 Dollars (\$0.00), inclusive of any reimbursable expenses, in the manner and at the rates set forth in Exhibit B. If reimbursable expenses are to be provided, they shall be delineated in Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 The GLWA agrees to reimburse the Contractor for the reimbursable expenses identified in Exhibit B that are actually incurred in connection with the proper performance of the Services. Expenses outside the categories enumerated in Exhibit B shall not increase the amount payable stated in Section 7.01, and shall not be reimbursed by the GLWA unless such charges are reasonable and are incurred *after* written approval is given by the GLWA.
- 7.03 Payment for the proper performance of the Services shall be contingent upon receipt by the GLWA of accurate, complete and timely invoices from the Contractor and shall be made within forty-five (45) days after receipt of a proper invoice. Each invoice shall certify the cost of all Services for the subject billing period and the total cost of the Services rendered to date. Each invoice shall itemize the date of each Service performed, the name of the person who performed the Service, a brief description of the Service performed, the amount of time expended on performing the Service and each expenditure or charge for which reimbursement is sought. If the invoice requests reimbursement or payment for reimbursable expenses, the appropriate receipts shall be attached. Invoices shall be submitted monthly and must be received by the GLWA not more than thirty (30) days after the close of each calendar month. An authorized officer or designee of the Contractor must sign each invoice.

7.04 The individual responsible for accepting performance under this Contract is:

Email:

7.05 Each invoice shall itemize, provide and confirm:

- (a) The cost of all Services for the subject billing period;
- (b) The total cost of the Services rendered to date;
- (c) The date of each Service performed;
- (d) The name of the person who performed the Service (each item should refer to only one person);
- (e) A brief description of the Service performed;
- (f) The amount of time expended on performing the Service;
- (g) Each expenditure or charge for which reimbursement is sought; and
- (h) Copies of receipts for any Reimbursable Expenses for which payment or reimbursement is being requested.

7.06 Invoices shall be submitted electronically each month and must be received by the City not more than thirty (30) days after the close of the immediately preceding calendar month. Invoices shall be submitted by E-mail to: dwsd-ap@dwsd.org

Article 8.

Maintenance and Audit of Records

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The GLWA and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the GLWA or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The GLWA and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the GLWA or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the GLWA or of another government-grantor agency should note any deficiencies in the performance of the

Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the GLWA by the Contractor within thirty (30) days of notification or may be set off by the GLWA against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the GLWA's audit costs.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the GLWA for Services performed pursuant to this Contract.

Article 9. Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the GLWA harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the GLWA or its officers, employees, agents or representatives by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the GLWA where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside GLWA offices. The Contractor also agrees to waive and release any claim or liability against the GLWA for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the GLWA.

- 9.03 In the event any action shall be brought against the GLWA by reason of any claim covered under this Article 9, the Contractor, upon notice from the GLWA, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the GLWA to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the GLWA harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the GLWA and agrees to indemnify, defend and hold the GLWA harmless against any such claims.

**Article 10.
Insurance**

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Statutory limits mandated by law
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$3,000,000.00 combined single limit
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage
(e) Professional Liability Insurance	\$1,000,000.00 each occurrence

(Errors and Omissions)

\$3,000,000.00 aggregate

10.02

Th

e commercial general liability insurance policy shall include:

- (a) A
endorsement naming the "Great Lakes Water Authority" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract;
- (b) A
statement that the Contractor's insurance is primary and not excess over any insurance already carried by the GLWA;
- (c) Bl
blanket contractual liability insurance for all written contracts; and
- (d) A
endorsement to have the general aggregate apply to the Services provided under this Contract only.

10.03 All insurance required by this Contract shall:

- (a) Name the Contractor as the insured;
- (b) Contain a severability of interests (separation of insureds) condition which provides that the policy's coverage is to apply separately to each insured against whom a claim is made;
- (c) Provide for thirty (30) days' written notice to the GLWA of any material change or cancellation;
- (d) Be written on an occurrence-based policy form if the same is commercially available;
- (e) State that the insurance company issuing the policy shall have no recourse against the GLWA for payment of any premiums or other assessments under any form of policy; and
- (f) Be affected at Contractor's expense, under valid and enforceable policies, issued by insurers authorized to conduct business in Michigan and which are otherwise acceptable to the GLWA.

- 10.04 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the GLWA, render inadequate the foregoing insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. Within thirty (30) calendar days of such a demand, the Contractor shall obtain the additional coverage and furnish evidence of such coverage to the GLWA.
- 10.05 Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the GLWA, be submitted to the GLWA at least ten (10) days prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 10.06 If any work is subcontracted in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the GLWA.
- 10.07 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.
- 10.08 Failure to comply with any term or condition of this Article 10 constitutes a material breach of this Contract.

Article 11.
Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The GLWA reserves the right to terminate this Contract for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - (2) The Contractor, in the judgment of the GLWA, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The Contractor ceases to perform under the Contract; or

- (4) The GLWA is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the GLWA, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the GLWA; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the GLWA; or
 - (7) Any GLWA officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the GLWA; or
 - (9) The performance of the Contract, in the sole judgment of the GLWA, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or
 - (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the GLWA finds an event of default has occurred, the GLWA may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the GLWA, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the GLWA, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the GLWA within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the GLWA determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for

Convenience. Alternatively, in the GLWA's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.

- (d) The Contractor shall be liable to the GLWA for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the GLWA might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the GLWA shall not be entitled to such attorney fees unless the GLWA declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The GLWA may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the GLWA to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the GLWA from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the GLWA sustains in excess of any setoff.
- (e) The GLWA's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The GLWA shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the GLWA will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the GLWA. In no event shall the GLWA pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the GLWA, the Contractor shall:

- (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 such date as the GLWA shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;

- (d) Preserve all Records and submit to the GLWA such Records and reports as the GLWA shall specify, and furnish to the GLWA an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the GLWA may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12. Assignment

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the GLWA; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the GLWA. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.
- 12.02 The GLWA shall be permitted to assign this Contract to any successor in interest without the prior consent of the Contractor. Thereafter, and as soon as practicable, the GLWA shall provide written notice to Contractor of the assignment.

Article 13. Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the GLWA and, if required, any grantor agency. The GLWA reserves the right to withhold approval of subcontracting such portions of the Services where the GLWA determines that such subcontracting is not in the GLWA's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the subcontractor and its Associates in all respects. The Contractor agrees to bind each subcontractor and each subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that subcontractor.

- 13.03 The Contractor and the subcontractor jointly and severally agree that no approval by the GLWA of any proposed subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a subcontractor and against the GLWA, nor shall it be deemed or construed to impose upon the GLWA any obligation, liability or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and the GLWA.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the GLWA harmless against any claims initiated against the GLWA pursuant to any subcontracts the Contractor enters into in performance of this Contract. The GLWA's approval of any subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the GLWA for the acts or defaults of its subcontractors and of each subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.
Conflict of Interest

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the GLWA and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the GLWA may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the GLWA for a period of one (1) year after the date of termination of this Contract without written GLWA approval.

Article 15.
Confidential Information

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the GLWA to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the GLWA's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the GLWA. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.
Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the GLWA harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

- 17.01 The GLWA may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the GLWA be proportionately adjusted, either increased or decreased, to reflect such modification. If the GLWA and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly

authorized representatives of both parties, and is approved by the GLWA as set forth in Section 4.01.

- 17.04 The GLWA shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 18.
Fair Employment Practices**

- 18.01 The Contractor shall comply with, and shall require any subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the GLWA a copy of any subcontract upon request.
- 18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 19.
Notices**

- 19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the GLWA:

Great Lakes Water Authority
735 Randolph Street, Room 501
Detroit, Michigan 48226
Attention: Chief Executive Officer

If to the Contractor:

Attention: _____

- 19.02 All Notices shall be 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 of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.
Proprietary Rights and Indemnity

- 20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the GLWA under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the GLWA.
- 20.02 The GLWA shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the GLWA and shall belong solely and exclusively to the GLWA without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the GLWA's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the GLWA all right, title and interest in said Discoveries or to enable the GLWA to apply for United States patents or copyrights for said Discoveries, if the GLWA elects to do so.
- 20.04 Any Work Product provided by the Contractor to the GLWA under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the GLWA. Further, the GLWA shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the Great Lakes Water Authority."

- 20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the GLWA, the Contractor shall, at its sole expense, indemnify, defend and hold the GLWA harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 20.06 The making of payments, including partial payments by the GLWA to the Contractor, shall vest in the GLWA title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the GLWA shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the GLWA, become the GLWA's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the GLWA upon the GLWA's request. The GLWA shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the GLWA will cause irreparable harm to the GLWA not adequately compensable in damages and for which the GLWA has no adequate remedy at law. The Contractor accordingly agrees that the GLWA may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The GLWA shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.
Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the GLWA's reasonable determination shall be controlling.

Article 22.
Waiver

- 22.01 The GLWA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the GLWA.

- 22.02 No delay or omission on the part of the GLWA in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the GLWA to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.
Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the GLWA nor the GLWA's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly 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 section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the GLWA because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "GLWA" shall be deemed to include the Great Lakes Water Authority and all other

associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the GLWA upon any contract, debt, or other obligation to the GLWA including, without limitation, water and sewage bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the GLWA shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the GLWA and its agents, successors, and assigns.
- 23.13 The GLWA shall have the right to recover by setoff from any payment owed to the Contractor any amounts owed to the GLWA by the Contractor under this Contract or other contracts, and any other debt owed to the GLWA by the Contractor.

The GLWA and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

_____:

By: _____
Signature

Print Name

Its:

Title

Great Lakes Water Authority:

By:

Sue F. McCormick

Its:

Chief Executive Officer

Dated:

APPROVED BY GLWA
BOARD OF DIRECTORS ON:

Date

APPROVED AS TO FORM BY GLWA
GENERAL COUNSEL:

General Counsel

Date

EXHIBIT A

SCOPE OF SERVICES

I. Contract Term

CHOOSE ONE:

FIXED TERM:

The term of this Contract shall begin on _____ and shall terminate on _____. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the GLWA and in the manner specified in the Notice to Proceed.

OR

RENEWAL OPTION:

a. The term of this Contract shall be for _____ (the "Initial Term"). The GLWA shall have _____ options to renew this Contract (collectively, the "Renewals") at the GLWA's sole discretion and at the terms and conditions specified in this Contract. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the GLWA and in the manner specified in the Notice to Proceed.

b. The Initial Term shall begin on _____ and terminate on _____ and compensation therefor shall be as set forth in Exhibit B.

c. If so exercised by the GLWA, the first optional term shall begin on _____ and terminate on _____ (the "First Renewal Term") and compensation therefor shall be as set forth in Exhibit B.

d. If so exercised by the GLWA, the second optional term shall begin on _____ and terminate on _____ (the "Second Renewal Term") and compensation therefor shall be as set forth in Exhibit B.

e. The GLWA may authorize the exercise of the Renewals in the discretion of the GLWA.

II. Services to be Performed

(End Exhibit A)

EXHIBIT B

FEE SCHEDULE

I. General

CHOOSE ONE:

FIXED TERM:

The Contractor shall be paid for those Services performed pursuant to this Contract, inclusive of all reimbursable expenses, an amount not to exceed the sum of _____ and 00/100 Dollars (\$0.00) in accordance with the terms and conditions of this Contract.

OR

RENEWAL OPTION:

The Contractor shall be paid for those Services performed pursuant to this Contract, inclusive of all reimbursable expenses, as set forth below:

- a. For the Initial Term, an amount not to exceed the sum of _____ and 00/100 Dollars (\$0.00); and
- b. For the First Renewal Term if any, an amount not to exceed the sum of _____ and 00/100 Dollars (\$0.00); and
- c. For the Second Renewal Term if any, an amount not to exceed the sum of _____ and 00/100 Dollars (\$0.00).

II. Fee Schedule

The fee schedule below states the maximum hourly billable rate the Contractor may charge the GLWA for performance under this Contract.

NAME

BILLABLE HOURLY RATE

III. Reimbursable Expenses

CHOOSE ONE:

There are no reimbursable expenses provided for in this Contract.

OR

a. The Contractor shall be paid for its reimbursable expenses which shall be the actual cost incurred by the Contractor for expenses advanced on behalf of the GLWA in connection with the Services performed by the Contractor.

b. In addition, reimbursement is allowable for travel and sustenance for travel in excess of fifty (50) miles outside the corporate limits of the City of Detroit.

c. The following services shall be invoiced at the rates which represent the actual costs of the Contractor: parking, necessary local deliveries, toll or long distance telephone charges, transcript costs, postage, express mail services, outside printing and photocopying, filing, notary, expert witness fees, and miscellaneous like expenses directly related and necessary for rendering the Services. Outside printing rates shall be ascertained by contacting at least three (3) commercial agencies and selecting the lowest minimum charge.

d. Charges related to in-house printing and photocopying and electronic (online) data research are not reimbursable. The GLWA will not pay any charges relating to the preparation or processing of this Contract or of invoices by the Contractor.

e. In order to obtain reimbursement for costs or expenses not enumerated herein, the Contractor shall submit to the GLWA _____ (insert relevant title) a written request for approval of such costs or expenses *prior* to incurring them.

(End Exhibit B)