



# GREAT LAKES WATER AUTHORITY

## REQUEST FOR PROPOSALS

### GLWA RFP NO. GLWA-CS-041

## Bond Underwriting Services

The Great Lakes Water Authority (GLWA) is issuing a Request for Proposal (RFP) #GLWA-CS-041 Bond Underwriting Services.

Beginning March 14, 2016 this request for proposals will be publicly available from the Michigan Intergovernmental Trade Network (MITN) at <http://www.mitn.info/> (found under the Great Lakes Water Authority name). Vendors interested in submitting a response to this solicitation are required to be registered in MITN. All solicitation information and documents shall be available to vendors registered in the MITN system. (Registration is FREE.) If you are not currently registered, please use this address to begin registration and obtain documents: <http://www.mitn.info/>. The RFP is also available on the GLWA website, [www.glwater.org](http://www.glwater.org) however proposals cannot be submitted through any site except for MITN.

Each interpretation or correction, as well as any official changes, and modifications, responses to questions or notices relating to the requirements of GLWA's intended Request for Proposal shall be distributed through the MITN system and available for viewing @ [www.glwater.org](http://www.glwater.org). It shall be the responsibility of the respondent to check for Addendum, Bulletins and/or Notices posted on MITN and/or GLWA website and to make inquiry as to the changes or addenda issued.

**Proposals must be received no later than 12:00 p.m. (EST), April 1, 2016.**

All questions pertaining to this RFP (including technical, format, content, or submission) shall be directed to:

**GLWA Procurement**  
**Attention: Ms. Joan Byrne**  
[Joan.Byrne@glwater.org](mailto:Joan.Byrne@glwater.org)

NO PHONE CALLS PLEASE



# GREAT LAKES WATER AUTHORITY

## REQUEST FOR PROPOSALS GLWA RFP NO. GLWA-CS-041 Bond Underwriting Services

### TABLE OF CONTENTS

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Page</u></b>
I.	General Instructions	3
II.	Background	4
III.	Scope of Services	5
IV.	Project Schedule	7
V.	Proposal Clarifications and Addendums	8
VI.	Proposal Preparation, Format and Content	8
VII.	Proposal Submission	12
VIII.	Evaluation Criteria	13
Appendix A	Business Information Questionnaire	15
Appendix B	Staff Experience Matrix	17
Appendix C	Terms and Conditions Checklist	18
Appendix D	Cost Matrix (submitted separate from technical proposal)	19
Appendix E	Sample Consultant Contract	20

# GREAT LAKES WATER AUTHORITY

## REQUEST FOR PROPOSALS GLWA CONTRACT NO. GLWA-CS-041

### Bond Underwriting Services

#### I. GENERAL INSTRUCTIONS

##### A. Project Overview

The Great Lakes Water Authority (GLWA) requests written proposals from firms to provide bond underwriting services related to the issuance of debt instruments by GLWA. GLWA intends to establish a pool of bond underwriting firms (both senior and co-managers) as part of this solicitation and utilize a team of underwriters from that pool during the course of this contract. A successful responding underwriting firm will be part of GLWA's underwriter pool and may be part of an underwriting syndicate responsible for the underwriting of a Bond offering and will provide advice and counsel to the GLWA and other team members as needed. GLWA will work closely with the successful Respondent(s) to ensure that it can perform its duties in a professional and efficient manner. The intended term of the Contract will be for three years.

##### B. Qualifications

###### 1. Minimum Qualifications for consideration as senior- and co-manager

Proposals will only be accepted by GLWA from firms or project teams that possess:

- a) Experience in the last three years of underwriting municipal securities in the State of Michigan in the amount of over \$100 million;
- b) Experience and understanding/working knowledge of Michigan's Municipal Finance Act and Revenue Bond Act;

###### 2. Preferred Qualifications for senior manager:

The Respondent will receive a higher score for the Experience and/or Qualification evaluation factor if they meet the minimum qualifications listed above and also possess the preferred qualifications listed below:

- a) Respondents have proven senior managed experienced of over \$500 million for State of Michigan and/or national water and sewer bond transactions in the last two years.
- b) Experience within the last three to five years with water and sewer utility financings for at least two municipal entities that have over \$1 billion in debt.
- c) Experienced within the last three to five years with water and sewer credits rated by at least one rating agency in the BBB/Baa category, and/or have recently addressed a distressed debt situation.

# GREAT LAKES WATER AUTHORITY

## II. BACKGROUND

On September 9, 2014, a Memorandum of Understanding (the “MOU”) was executed to establish the formation of the Great Lakes Water Authority (GLWA). The related Articles of Incorporation were subsequently adopted by the City of Detroit, Counties of Wayne, Oakland, and Macomb, and the State of Michigan (the “Incorporating Municipalities”). GLWA assumed operation of the regional water and sewer services on January 1, 2016. A restructured City of Detroit Water and Sewerage Department (referred to as DWSD, DWSD-R, and “Local System”), as of January 1, 2016, provides local retail water and sewer services within the City of Detroit. Subsequently, the parties executed key documents to carry out the terms of the MOU.

1. Regional Sewage System Disposal Lease approved June 12, 2015
2. Regional Water Supply System Lease approved June 12, 2015
3. Water and Sewer Services Agreement approved June 12, 2015
4. Shared Services Agreement approved December 9, 2015
5. GLWA Master Bond Ordinance approved on October 7, 2015 and most recently amended on January 27, 2016

The Great Lakes Water Authority (GLWA) leases the regional assets of the Detroit Water and Sewer Systems from the City for at least the next 40 years. The annual lease payment of \$50 million per year stays within the local DWSD system for cost of improvements to the Detroit local system, to pay the principal and interest on bonds issued to finance the cost of improvements to the Detroit local system; and/or the City’s share of the principal of and interest on bonds issued to finance the cost of the regional system’s common-to-all improvements to the leased facilities..

In addition to the DWSD, the GLWA provides water and sewer services to wholesale customers on a wholesale basis. These customers are either first tier or second tier customers. First tier customers represent local communities that continue responsibility for their own local water/sewer services and the billing and collections system for their retail customers. Second tier customers are other authorities and regional systems that supply services to the first tier customers.

The GLWA Board of Directors is comprised of six members (one member from Wayne, Oakland and Macomb counties, two members from the City of Detroit and one member appointed by the Governor from the State of Michigan from the service area that extends beyond Wayne, Oakland, and Macomb counties).

Additional background, source documents, and financial information may be found at [glwater.org](http://glwater.org).

# GREAT LAKES WATER AUTHORITY

## Key Issues

- A. GLWA is a new legal entity with no prior market issuance history.
- B. GLWA has limited operational history in light of the recent GLWA lease execution (January 1, 2016).
- C. GLWA has significant refinancing opportunities for existing debt that it assumed from DWSD for both the water and sewer systems and intends to optimize debt service savings from the existing refunding opportunities;
- D. GLWA will also have sizeable capital improvement projects to fund for the water and sewer system, as well as the DWSD-R system; funding the capital improvement program (including both State revolving fund financings, as well as public issuances) is an essential component of the GLWA financing plan.
- E. GLWA has affirmed its water and sewer ratings as part of the transition process under the lease, and has recently received a two-notch upgrade from Moody's for both the water and sewer systems in early February 2016. Despite these actions, additional credit and bond rating improvement is a key goal of GLWA. The underwriting team is expected to assist in that objective.
- F. Establishing investor relations and communications.
- G. Key issues may be added or revised through discussions with the GLWA project management team.

## III. SCOPE OF SERVICES

- A. Descriptions: Services required by the bond underwriting firms will include, but not be limited to, the following:
  - 1. Develop the necessary analytical models to analyze financing alternatives in conjunction with GLWA staff and its financial advisors;
  - 2. Assist in structuring bond issues, analyzing costs and risks of alternative financial vehicles, and determining the type of security that provides the best value to GLWA;
  - 3. Analyze the cost-effectiveness of credit enhancement, including letters of credit and/or bond insurance, if economically feasible;
  - 4. Identify investors who are most likely to purchase the offering(s) at rates most favorable to GLWA.
  - 5. Assist GLWA and its financial advisor, as required, in the preparation and presentation of information regarding the financing plan and the bond issue to the rating agencies, investors and other entities as needed;
  - 6. Assist legal counsel in the preparation of the Preliminary and final Official Statements and all other financing documents, and offer comments, as necessary;

## GREAT LAKES WATER AUTHORITY

7. Analyze market conditions and advise GLWA and its financial advisor with regard to market timing;
8. Assume primary responsibility for all activities associated with marketing the bonds to be issued, including developing a marketing plan and executing a marketing strategy to minimize interest rates to GLWA;
9. Schedule and participate in, as required, all necessary informational meetings for prospective investors prior to the issuance of the bonds;
10. Supervise the closing of the transaction(s) and the transfer of funds;
11. Assist the GLWA its financial advisor in such other matters related to the GLWA's financial requirements that may become necessary, including, review of impact of financings on GLWA's reserve funds and existing related sureties;
12. Prepare a post-sale analysis to record market conditions, investor allocation of bonds, rates received by comparable issues at the time of sale, and other necessary information as required by GLWA; and
13. Provide continuing and on-going secondary market support of GLWA's bonds after the closing of the transactions.

### B. Other Requirements

1. The underwriter will be required to comply with all applicable laws and regulations, including without limitation, holding the proper credentials as a registered business entity with the Michigan Department of Commerce.
2. Performance of the will be evaluated periodically at any time during this contract as determined by GLWA. The evaluation serves as a formal feedback process which includes a meeting with the bond underwriting firm, where the evaluation elements will be discussed and the firm will be afforded the opportunity to review the scores and provide input to GLWA. The performance evaluation information will be used by GLWA to help evaluate the firm's capabilities to perform other work for GLWA in the future.
3. All non-public information about GLWA's past, present and future activities disclosed by the GLWA to the Underwriter shall be considered by the Underwriter as confidential and proprietary and shall not be disclosed to any entity or individual (outside of legal action) without the prior written consent of the GLWA. With respect to a subpoena, court order or other legal process, the Underwriter shall notify the GLWA of the demand for information before responding, and the Underwriter shall comply with this provision to the extent practicable. The Underwriter shall inform its personnel that any such GLWA information is not to be disclosed to any entity or individual except as permitted by this provision. The Underwriter shall take appropriate action to ensure that these obligations are fully satisfied.

## GREAT LAKES WATER AUTHORITY

4. Equal Employment Opportunity  
Submit a statement of Equal Employment Opportunity (EEO) policy on your firm's letterhead, as part of the proposal content requested.
  
5. Conflict of Interest  
Proposals must include a statement on the firm's letterhead certifying that: "No member of the GLWA Board, staff or agents have a financial interest, partnership or is employed by the proposing firm. Include as part of the proposal content requested.
  
6. Financial Capability  
GLWA is obligated to ensure that the financial strength of each proposer is adequate to carry out the services proposed. Proposals shall contain proof of financial capability as outlined in section VI.B.2.c.i on page 11. The submitted material will be reviewed by GLWA and returned to the proposer if requested.  
  
Certain financial information is requested in this RFP response, as indicated in the Proposal Content below.
  
7. Subcontractors:  
The Vendor may not include the use subcontractors in connection with the scope of work contained in this Request for Proposal.

### IV. PROJECT SCHEDULE

The following 2016 target dates have been adopted for this procurement (all times are in Eastern Standard Time):

A.	Advertise date for RFP		3/14/16
B.	Clarification questions Due (12:00 pm EST)		3/17/16
C.	Answers posted to Questions (end of business)		3/18/16
D.	Proposals Due (12:00 pm EST)		4/1/16
E.	Oral Interviews		4/25/16
F.	Source recommendation		4/27/16
G.	Negotiations with source recommendation		4/29/16
H.	Approvals (Procurement Director)		5/2/16
I.	Approvals (CFO)		5/2/16
J.	Approvals (Director)		5/3/16
K.	Approvals (GLWA Audit Committee)		5/6/16
L.	Approvals (GLWA Workshop)		5/11/16
M.	Targeted start work		5/16/16
GLWA reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, and at no cost to GLWA. Such cancellation notice shall be provided to the awarded vendor prior to contract issuance.			
*It is suggested that proposing firms hold open time on their calendar April 25, 2016 should they be selected to participate in an Oral Interview			

# GREAT LAKES WATER AUTHORITY

## V. PROPOSAL CLARIFICATIONS AND ADDENDUMS

### A. Intent to Bid/Questions

Please confirm your firm's intent to respond to this RFP via email to Ms. Joan Byrne @ [joan.byrne@glwater.org](mailto:joan.byrne@glwater.org) no later than noon on March 17, 2016.

**Interested firms shall not contact or communicate with any official, agent or employee of GLWA other than the Procurement individual listed above concerning this Request for Proposal, as doing so will subject the firm to immediate disqualification from this project. Firms shall also refrain from contacting rating agencies regarding the Authority or the proposed financing.**

### B. Request for Proposal Clarifications

Questions regarding this RFP shall be submitted by 12:00 p.m. on March 17, 2016 via email to:

GLWA Procurement  
Attention: Ms. Joan Byrne  
@ [joan.byrne@glwater.org](mailto:joan.byrne@glwater.org)  
NO PHONE CALLS PLEASE

Responses to questions received prior to the deadline will be posted on MITN and [www.glwater.org](http://www.glwater.org) as listed on the project schedule.

Proposers shall provide written notice in the proposal of intent to take exception to any requirement of the Request for Proposals (RFP).

## VI. PROPOSAL PREPARATION, FORMAT AND CONTENT

### A. Preparation

The preparation of a proposal shall be at the expense of the prospective Underwriter. It is the sole responsibility of the prospective underwriter to fully examine this RFP, Notices to RFP Holders and Bulletins (if any) and referenced documents. Questions shall be addressed as provided in Section V, "Distribution, Clarification and Addendum."

Bound and electronic proposals in accordance with the following Item B (Proposal Format and Contents) shall be submitted. All proposals submitted become the property of GLWA and will be subject to applicable Public Record laws.

All information pertaining to the prospective underwriter's approach in meeting the requirements of the RFP shall be organized and presented in prospective underwriter's proposal. The instructions contained in these requirements must be strictly followed. Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and can be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective underwriters are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

# GREAT LAKES WATER AUTHORITY

## B. Proposal Format and Content

The proposal should be in the format and with attachments and completed forms as specified in these Instructions. Each proposal shall show the full legal name and business address of the prospective underwriting firm, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective underwriting firm. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint ventures. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

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 underwriter shall be furnished.

### 1. Proposal Format

The proposal shall be provided as described in the following sections. The proposal shall be clearly marked and delivered in sealed boxes or envelopes.

One electronic version of the technical proposal shall be submitted via MITN and not more than sixteen (16) pages in length, excluding the cover letter and any appendices, on 8-1/2" x 11 " size paper with material printed on one side only and at least a font size of 10. Proposal pages must be numbered. Charts and tables may be on 11 " x 17" paper folded to 8-1/2" x 11 " and bound within the proposal package. **GLWA reserves the right to reject any or all proposals and to waive any informality in proposals received, if it is in the best interests of the GLWA to do so.**

### 2. Proposal Content

The prospective underwriting firm's proposal shall contain the information identified in Section VI – 2 a, b, c, d, e and all sub-sections as listed in "Proposal Content (below) in the sequence presented and under the headings given. Responses shall be "tabbed" as follows.

- A) Forms
- B) Disclosure Statement
- C) Firm Background and Related Experience
- D) Key Financing Issues
- E) References
- F) Appendix 1 – List of Transactions

Prospective underwriting firms who do not comply with this restriction may be considered non-responsive and summarily eliminated at the discretion of GLWA. The following items and forms must be completed by prospective Underwriters and returned with their proposals.

## GREAT LAKES WATER AUTHORITY

### A. Forms

The Respondent must fully complete and include the following forms or the response will be deemed nonresponsive and rejected without any further evaluation.

- i. Table of Contents
- ii. The prospective underwriter must indicate any conflicts or potential conflicts your firm may have in serving as a bond underwriting firm for GLWA.
- iii. The prospective underwriting firm's proposal shall include a letter of transmittal not to exceed three (3) pages, signed by an individual, or individuals, authorized to bind the prospective underwriter contractually. The letter must state that the proposal will remain valid for a period of six (6) calendar months from its due date and thereafter until the prospective underwriter withdraws it.
- iv. The letter of transmittal should also identify whether your firm is to be considered for a senior manager underwriter or only as a co-managing underwriter. All firms considered as a senior managing underwriter will also be considered for a co-managing underwriter.
- v. Cost Matrix (in form as shown at Appendix A of this RFP) separately uploaded to MITN. Name of the file must contain proposing firm's name and "cost file".

### B. Disclosure Statement (Senior Manager and Co-Managers responses required)

Provide a disclosure statement that includes specific answers to each question below and bears a signature of an authorized officer of your firm:

- i. State your firm's name and address;
- ii. Describe your firms' organizational structure (i.e. partnership, corporation, etc.) and list any controlling stockholder, general partners or principals.
- iii. Briefly describe your firms' equal employment opportunity policies and programs;
- iv. Indicate any jurisdictions where your firm or officer, director, principal or partner thereof is or has been the subject of any pending or anticipated investigation or inquiry by the Securities & Exchange Commission (SEC), Municipal Securities Rulemaking Board (MSRB), or other securities regulatory body related to your municipal bond practice since January 1, 2012. Provide the status of any such engagement or inquiry. Detailed information may be provided in an appendix and not included in the page count limitation. However, a brief summary of the information should be included in the body of the proposal.

## GREAT LAKES WATER AUTHORITY

- C. Firm Background and Related Experience (Senior and Co-Manager responses required)
- i. Financial Information: Detail firm credit ratings and other relevant financial information, such as net capital position and underwriting capacity and/or limitations. Additionally, provide electronic links to your firm's most recent annual report and financial statements. If no public financial statements are available, the responding firm must include an electronic copy of the most recent annual report or financial statements as an electronic file with the submission.
  - ii. Related Experience: Describe your firm's experience managing municipal bond transactions in general and specific experience with water and sewer system revenue bonds. Additionally, detail experience with municipal issuers in the State of Michigan. Time period starts on January 1, 2013 to February 15, 2016 and should include only those transactions greater than \$50 million. Provide a list in tabular form as an appendix that details the transaction that your firm has been involved with since 2013, designating your role as a senior managing underwriter or co-managing underwriter. (The appendix will not be included in the page limit.)
  - iii. Indicate your firm's current ability and willingness to underwrite bonds and hold bonds in inventory. Provide specific examples since January 1, 2014 through today, where your firm underwrote bonds and held bonds in inventory for municipal issuers.
  - iv. Financing Team: In a brief narrative, provide a description of the team you plan to assign to work with GLWA and the responsibilities of each team member. In an appendix, provide a brief resume for each team member.
- D. Key Financing Issues (Senior Manager applicants only)
- Please respond to the following questions incorporating your views and/or any comments on GLWA key financial issues. Be specific in all responses. It is anticipated that GLWA will issue over \$1 billion of refunding and/or new money bonds over the next five (3) years. GLWA anticipates that the sale of the first series of revenue bonds will occur in June/July, 2016 for both the water and sewer systems.
- i. Identify and discuss the strategic issues to be considered by GLWA in the implementation of its potential refunding and new money. Address the key challenges that GLWA will encounter for its financing plans in 2016 and how to mitigate these challenges.
  - ii. For the 2016 potential refunding transaction, provide your recommendations for the plan of finance (including a recommended universe of refunding candidates) and structural features including its advantages, disadvantages, or any alternatives GLWA should consider to ensure a cost effective borrowing. Detail the timing considerations associated with the potential refunding transaction.

## GREAT LAKES WATER AUTHORITY

- iii. Provide your firm's view of coupon, yield, spread to the July interpolated Municipal Market Data (MMD) (from March 23, 2016) that would be required for a senior and second lien issuance.
  - iv. Analytical Capabilities: Provide a brief description of your firm's analytic capabilities and how your firm proposes to use such capabilities to assist the Authority.
  - v. Indicate what amount and mix of variable rate products is appropriate for GLWA. Detail your firm's ability to provide credit to support traditional variable rate products (assume VRDOs). You may also offer other non-traditional variable rate products your firm may provide.
  - vi. Provide a credit rating strategy for GLWA to maintain or upgrade its bond ratings over the planning horizon of two to three years.
  - vii. Provide your firm's thoughts on an appropriate investor outreach and marketing strategy that will facilitate the sale of the GLWA's initial bond issuance for its water and sewer systems. Provide an opinion about the efficiency and effectiveness of the various ways GLWA can reach potential institutional investors – industry conferences, Internet roadshows, one on one meetings, etc.
- E. References (both senior and co-manager applicants)
- i. Provide the names and telephone numbers and e-mail addresses of at least three (3) persons representing clients for whom the proposer has performed work similar to that proposed, and who may be contacted as references. Preferably, these references should include municipalities or utilities similar to GLWA, and should include the types of recent projects cited above.
  - ii. List descriptions of any contracts which have been terminated, including the circumstances surrounding the termination. Provide the name and telephone number of your client's representatives of any such contracts.

## VII. PROPOSAL SUBMISSION

Proposals must be received no later than **12:00 p.m., Eastern Standard Time, April, 1, 2016**. GLWA will receive proposals uploaded by respondents on the Michigan Inter-Governmental Trade Network (MITN) @ [www.mitn.info](http://www.mitn.info). No facsimile, email or other forms of electronic submission except by way of MITN will be accepted. Proposals received after this time and date will not be accepted. It is the responsibility of the proposing firm to allow adequate time to upload submissions to MITN. GLWA will not make allowances for late submissions due to technical difficulties uploading proposals.

Cost proposals and technical proposals shall be submitted as separate files. Technical proposals containing cost/fee information are subject to immediate disqualification.

# GREAT LAKES WATER AUTHORITY

## VIII. EVALUATION CRITERIA

All responses timely received will be evaluated by an evaluation committee, including GLWA's financial advisor Public Financial Management. All responses will first be evaluated for responsiveness, then responsibility. All responsive and responsible responses will be evaluated on the following criteria, which are listed in descending order of importance:

- A. Experience and qualifications of the bond underwriting firm as a whole
- B. Experience and qualifications of the proposed project team
- C. Understanding of GLWA and the key financing issues for GLWA
- D. Proposed approach and effectiveness of communications

Each response submitted in response to this RFP shall focus on these criteria. The GLWA reserves the right, however, to make such additional investigations as it deems necessary and may require the submission of additional information. This may include evaluation committee review and inquiry of past performance of the Respondent on other contracts with municipalities or other entities.

Please note that – while each Respondent is required to submit its proposed cost structure as part of its response – the evaluation committee will not consider cost as part of its determination. GLWA uses a structured qualifications based selection process to evaluate proposals. Each proposal will be evaluated on its responsiveness to the technical and administrative criteria identified below. 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 indicated may result in elimination of your proposal from further consideration in the evaluation process.

Following review of technical proposals, cost proposals will be opened and evaluated. Based on a review of the proposals against the technical and cost criteria, GLWA will rank the proposers.

All proposers will be evaluated on their responses to the EVALUATION CRITERIA noted above in this section (Section VIII).

### Shortlisting

The GLWA may shortlist the Proposers based upon responses to the above items. The GLWA will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the Evaluation Committee and to clarify their proposals through exhibition and discussion. The GLWA will not reimburse oral presentation or any other costs of any Proposer.

The Authority reserves the right to seek additional information from any and all responding parties. The Authority reserves the right to reject any and all proposals, to waive minor informalities in the proposals and to enter into any arrangement deemed by the Authority

## GREAT LAKES WATER AUTHORITY

to be in its best interest regardless of price or other particular factors. The Authority will not be liable for any costs incurred by any parties in replying to this request.

### Oral Interviews

Following submittal of proposals, but before evaluation and scoring is completed; proposers may be invited to attend a thirty (30) to forty five (45) minute Oral Interview. The Oral Interview will be facilitated by GLWA's Procurement and Evaluation Team at one of the GLWA facilities or at a location established by GLWA and communicated in the invitation for the Oral Interview. The purpose of the Oral Interview is to allow Proposers to make a short presentation to demonstrate the skills and level of technical expertise of the project team and to allow Evaluators the opportunity to seek clarification and pose questions. The presentation shall be made only by the project team's designated engagement manager and key staff.

# GREAT LAKES WATER AUTHORITY

## APPENDIX “A”

### BUSINESS INFORMATION QUESTIONNAIRE

**DATE:** Month/Date/Year

**FIRM NAME:**

**ESTABLISHED:** xx/xx/xxxx **STATE:** \_\_\_\_\_ **YEARS in BUSINESS** \_\_\_\_\_

**TYPE OF ORGANIZATION:** (Circle One)

a. Individual

c. Corporation

e. Other

b. Partnership

d. Joint Venture

**FORMER FIRM NAME(S)** (If applicable): \_\_\_\_\_

**NOTE:** If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. What is your firm’s experience relative to Communications Strategy development? Provide specific details on the elements of a Communications Plan. Elaborate on stakeholder analysis, objectives, strategies, the message, tactics, issues and potential metrics. A minimum of three (3) Communications Strategy Plan examples most similar to the scope of this project are required. Public sector experience is preferred.
2. Describe your firm’s background, brief history, and its organizational structure along with the roles and background of the Project Manager and key team members to be assigned to this project. Describe capabilities specific to the scope of work within this RFP.
3. If a joint venture or association of firms is proposed, how will the work on this project be handled? Please be specific. Include a list of team members that may partner/participate on this project including their resumes, stating experience and qualifications. Please also indicate your firm’s experience working with these professionals.
4. List all other organizations with whom your firm has worked including contact information.
5. What services are provided in-house and what services are subcontracted to outside firms as it relates to this project. If outside firms will be used, please indicate your firm’s experience working with these professionals.
6. Delineate your firm’s time frame to complete the scope of work as specified for the Communications Strategy Plan. Provide a project timeline including specific milestones of the major elements of the plan.
7. Describe the methodology for creation of the Communications Strategy Plan, with particular emphasis on the strategies for development of the Plan. Include communication methods that will be employed to keep the Authority updated during the project.

## GREAT LAKES WATER AUTHORITY

8. Describe your firm's relationships with media partners including television, radio, print and internet.
9. Provide evidence of your firm's ability to secure financial sponsorships.
10. Moving forward, what ongoing services / strategies would you recommend in order to sustain the overall Communications Plan?
11. List all contract commitments your firm has been engaged to perform for 2015.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Firm Representative: \_\_\_\_\_

Printed Representative's Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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



**GREAT LAKES WATER AUTHORITY**

**Appendix C**

**COST MATRIX**

<b>Underwriting Fee Breakdown</b>	<b>Amount per \$1,000 of bonds</b>	<b>Bond Amount or Term Limitations</b>
Commission / Takedown		
Expenses** (include breakdown below)		
Management		
Risk / Other		
<b>**Breakdown of Expenses:</b>		

**Expenses must include the proposing firm’s underwriter’s counsel expense.**

GLWA reserves the right to negotiate all or any of the fees with the Respondent(s) it selects, if any. GLWA shall pay Service Provider according to the fee structure above. Such payment shall be full compensation for work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

Note: If more space is required, attach additional sheets as necessary but use the format established above. Please include prices for additional services such as any clerical charges, copy charges, etc. necessary if additional work results from a change to the Scope of Work. Services with a minimum charge also need to be noted as such.

COMPANY NAME: \_\_\_\_\_



**GREAT LAKES WATER AUTHORITY**

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY**

**AND**

---

**CONTRACT NO. \_\_\_\_\_**

---

# GREAT LAKES WATER AUTHORITY

## Appendix E

### GREAT LAKES WATER AUTHORITY PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract No. \_\_\_\_\_ (“Contract”) is entered into by and between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to Public 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.

## **GREAT LAKES WATER AUTHORITY**

"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.

## **GREAT LAKES WATER AUTHORITY**

- 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

## **GREAT LAKES WATER AUTHORITY**

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 The effective date of this Contract shall be the date upon which this Contract is duly authorized in accordance with the GLWA Procurement Policy.
- 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.

# GREAT LAKES WATER AUTHORITY

## 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.

## GREAT LAKES WATER AUTHORITY

- 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.

**GREAT LAKES WATER AUTHORITY**

**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 which conforms to the requirements of this Article 7.

7.04 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.

7.05 Invoices shall be submitted electronically each month and must be received by the GLWA not more than thirty (30) days after the close of the immediately preceding calendar month. Invoices shall be submitted by E-mail to: [accountspayable@glwater.org](mailto:accountspayable@glwater.org)

7.06 The GLWA employee responsible for accepting performance under this Contract is:

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

Email:

# GREAT LAKES WATER AUTHORITY

## 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.

# GREAT LAKES WATER AUTHORITY

## 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.

# GREAT LAKES WATER AUTHORITY

## 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 minimum each disease \$500,000 minimum each person \$500,000 minimum each accident
(c) Commercial General Liability (Broad Form Comprehensive)	\$1,000,000 each occurrence \$1,000,000 personal/advertising injury \$2,000,000 general aggregate \$2,000,000 products/completed ops
(d) Automobile Liability (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 combined single limit for bodily injury and property damage
(e) Umbrella/Excess Liability	\$4,000,000 each occurrence \$4,000,000 aggregate
(f) Professional Liability (Errors and Omissions)	\$3,000,000 each occurrence \$3,000,000 aggregate
(g) Commercial Crime (Covering property including money and securities)	\$5,000,000 each occurrence \$5,000,000 general aggregate

10.02 The commercial general liability policy shall include an endorsement naming the "Great Lakes Water Authority" and the "City of Detroit" as additional insureds. 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.

10.03 The commercial general liability and umbrella/excess liability policies shall include a statement that the Contractor's insurance is primary and non-contributory to any insurance already carried by the GLWA.

## GREAT LAKES WATER AUTHORITY

- 10.04 The workers' compensation, commercial general liability and automobile liability policies shall be endorsed with a waiver of subrogation on either a blanket basis or in favor of the GLWA.
- 10.05 All insurance required by this Contract shall:
- (a) Name the Contractor as the insured;
  - (b) Provide for thirty (30) days' written notice to the GLWA of any material change or cancellation;
  - (c) Be written on an occurrence-based policy form if the same is commercially available; and
  - (d) Be affected at Contractor's expense, under valid and enforceable policies, issued by insurers either authorized to conduct business in Michigan or which have an A.M. Best's Rating of A-/VIII or better, and which are otherwise acceptable to the GLWA.
- 10.06 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.
- 10.07 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.
- 10.08 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.
- 10.09 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.
- 10.10 Failure to comply with any term or condition of this Article 10 constitutes a material breach of this Contract.

# GREAT LAKES WATER AUTHORITY

## 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

## GREAT LAKES WATER AUTHORITY

- (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

## GREAT LAKES WATER AUTHORITY

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.

# GREAT LAKES WATER AUTHORITY

## **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.

# GREAT LAKES WATER AUTHORITY

## **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.

# **GREAT LAKES WATER AUTHORITY**

## **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.

**GREAT LAKES WATER AUTHORITY**

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, \_\_\_\_\_  
Detroit, Michigan 48226  
Attention: \_\_\_\_\_

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.

# GREAT LAKES WATER AUTHORITY

## 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.

## **GREAT LAKES WATER AUTHORITY**

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.

# GREAT LAKES WATER AUTHORITY

## 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.

## GREAT LAKES WATER AUTHORITY

- 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.

(Signatures appear on next page)

**GREAT LAKES WATER AUTHORITY**

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: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

\_\_\_\_\_  
Date

APPROVED AS TO FORM BY:

\_\_\_\_\_  
GLWA General Counsel                      Date

# GREAT LAKES WATER AUTHORITY

## 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)*

**GREAT LAKES WATER AUTHORITY**

**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

## GREAT LAKES WATER AUTHORITY

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.

OR

Reasonable costs incurred by Contractor for travel-related expenses, including airfare, taxi, hotel/meals/incidentals (if overnight stay is required), mileage, parking and tolls will be invoiced with supporting receipts. Reimbursement rates follow the U.S. General Services Administration (GSA) approved rates for 2016.

a. The following expenses will be reimbursed at the following per user per diem not to exceed rate:

1. Lodging (excluding taxes) \$115.00. Receipts required. Taxes on lodging will be reimbursed as a miscellaneous expense.
2. Meals at the rates set forth below. Receipts not required. Rates include taxes and tips and Contractor will not be reimbursed separately for these items. Any meal provided as a part of a lodging package or otherwise provided at no additional cost to the Contractor shall not be reimbursed.
  - a. Breakfast \$12.00
  - b. Lunch \$13.00
  - c. Dinner \$24.00
  - d. Reimbursement on first and last day of travel \$40.50
3. Incidentals (e.g. fees and tips given to porters, baggage carriers and hotel staff) \$5.00. Receipts not required.

## GREAT LAKES WATER AUTHORITY

- b. Mileage shall be reimbursed at the GSA approved rate. The GSA mileage reimbursement rate effective January 1, 2016 is \$0.54 per mile. Gas costs are not reimbursable.
- c. All other miscellaneous reimbursable expenses (e.g. parking, tolls, lodging taxes and public transportation) will be charged at cost with receipts.
- d. Reimbursable expenses shall not exceed \$\_\_\_\_\_.00.

*(End Exhibit B)*