

REQUEST FOR PROPOSAL

For

Geotechnical Services

October 2015



Huron
River
Watershed
Council

Protecting the river since 1965

Proposal Due Date: October 9, 2015 by 12:00 p.m.

Issued By:

Huron River Watershed Council
Ric Lawson, Watershed Planner
In partnership with the City of Ann Arbor

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SECTION I

GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide professional geotechnical services for: "**Geotechnical Services**"

Summary of Proposed Objectives

The objective of this RFP is to obtain the professional services of a geotechnical consultant to perform soil borings, pavement cores, laboratory testing, and all associated work at various locations in a three-block neighborhood within the City of Ann Arbor.

B. PRE-PROPOSAL MEETING

A pre-proposal meeting for this project will not be held. All questions regarding the proposal process or the technical content of the RFP shall be directed to the individual referenced below.

C. QUESTIONS AND ADDITIONAL INFORMATION

The RFP is issued by the Huron River Watershed Council. All questions regarding this RFP shall be submitted via email, or by phone. Questions and inquiries will be accepted from any and all prospective respondents in accordance with the terms and conditions of this RFP.

All questions must be submitted on or before October 8 by 1:00 P.M. and should be addressed as follows:

Questions should be submitted to Ric Lawson, Watershed Planner at rlawson@hrwc.org or 734-769-5123 ext. 609.

D. ADDENDUM

Any interpretation or correction, as well as any additional RFP provisions that HRWC may decide to include, will be made as an addendum that will be posted to the project website www.hrwc.org/swift-run-soil-boring-rfp/ for all parties to download.

It shall be the Respondent's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by HRWC shall become part of the RFP and will be incorporated in the proposal.

Each Respondent must in its proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of; any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

HRWC will not be bound by oral responses to inquiries or written responses other than written addenda.

E. PROPOSAL TERMS AND REQUIREMENTS

HRWC reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by HRWC to be in the best interest of HRWC. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

Proposals must be signed by an official authorized to bind the Respondent to its provisions for at least a period of one hundred twenty (120) days from the due date of this RFP. Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. The total submittal shall not be more than 20 numbered pages, with material on two sides of each page (10 sheets). Proposals may be submitted in the mail or in-person, or attached in Microsoft Word or PDF format to an e-mail. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted at the same time in a separate sealed envelope or sent via separate e-mail with "Fee proposal" in the subject line. All envelopes or e-mails for technical proposal and separate fee proposals must be clearly marked "Huron River Watershed Council Geotechnical Services RFP 2015."

To be considered, each Respondent must submit a response to this RFP using the format provided in Section IV. No other distribution of proposals is to be made by a respondent. Respondents must submit the Proposal Fees in a separate sealed envelope. Price Quotations stated in the Fee Proposal will not be subject to any price increase from the date on which the proposal is opened by HRWC to the mutually agreed to date of the contract. Fees other than those stated in the Fee Proposal will not be allowed unless authorized by contract.

All information in a respondent's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

The selected Respondent will be required to provide HRWC an IRS form W-9 before a payment order can be issued.

F. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to HRWC on or before **October 9, 2015 by 12:00 p.m. (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, or facsimile **will not** be considered or accepted.

If submitting hard-copy proposals, each Respondent must submit one (1) original Proposal, and one (1) additional Proposal copy. One copy of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondent's sealed proposal. Proposals submitted must be clearly marked: "**Huron River Watershed Council Geotechnical Services RFP 2015**" and then list **Respondents name and address**.

Proposals must be addressed and delivered to:

Ric Lawson
Huron River Watershed Council
1100 N. Main St., Suite 210
Ann Arbor, MI 48104

Or rlawson@hrwc.org

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time signed by HRWC staff at the address above in order to be considered. Normal business hours are 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. HRWC will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when HRWC determines that circumstances warrant it.

A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using the point system shown below. The evaluation will be completed by a Watershed Planner or a selection committee composed of HRWC and City of Ann Arbor staff.

Professional Qualifications & Experience	60 points
Fee Schedule	40 points

The proposing firm(s) will be evaluated based on the rating system described above and in Section IV of this RFP. HRWC reserves the right to interview selected firms and the key personnel to be assigned to the project prior to awarding the contracts.

H. INTERVIEW

Though unlikely, HRWC has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview may consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team. Alternatively, HRWC may choose to conduct a more informal interview in person or over the phone with a qualified representative of a respondent.

If HRWC chooses to interview any respondents, the respondents will be contacted and a mutually

acceptable date will be arranged for the interview.

I. TYPE OF CONTRACT

After reviewing and evaluating the proposals that are received, HRWC will select one or more firms with whom it will negotiate Professional Services Agreements (PSA). A sample of the standard Professional Services Agreement (PSA) is included in Appendix A. Those who wish to submit a proposal to HRWC are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a contract are listed in Exhibit C of the sample Professional Services Agreement. **HRWC will not entertain changes to the standard Professional Services Agreement.**

The negotiated PSA will include a Scope of Services and Fee Schedule (not-to-exceed amount), both of which may be modified by mutual consent during the negotiation phase. The Insurance Requirements outlined in the PSA may not be revised or changed. Prior to its final execution by the selected firm and HRWC, the PSA must be submitted to, and approved by, City Council and/or HRWC Administrator.

HRWC reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in HRWC’s sole judgment, the best interests of HRWC will be so served.

J. COST LIABILITY

HRWC assumes no responsibility or liability for costs incurred by a respondent prior to the execution of a Professional Services Agreement. The liability of HRWC is limited to the terms and conditions outlined in the Professional Services Agreement. By submitting a proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the proposal.

K. SCHEDULE

HRWC has defined the following schedule in regards to this procurement.

Activity/Event	Anticipated Date
Questions/Clarifications Deadline	October 8, 2015
Proposal Due Date	October 9, 2015 (12:00 p.m.)
Tentative Award	October 19, 2015

Note: The above schedule is for information purposes only, and is subject to change at HRWC’s discretion.

L. AWARD PROTEST

All Proposal protests must be in writing and filed with HRWC within five (5) business days of the award action. The respondent must clearly state the reasons for the protest. If a respondent contacts any HRWC staff other than Watershed Planner Ric Lawson or the Executive Director, the respondent will be directed to the Mr. Lawson. HRWC will provide the respondent with the appropriate instructions for filing the

protest. The protest shall be reviewed by HRWC staff whose decision shall be final.

M. DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that HRWC will be notified of any changes in this status.

N. SUBCONTRACTORS

No contract may be sublet without the written consent of HRWC. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The selected Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify HRWC for such acts or omissions.

O. HUMAN RIGHTS INFORMATION

HRWC's standard Services Agreement, outlines the requirements for fair employment practices under HRWC contracts.

P. INDEPENDENT FEE DETERMINATION

By submission of a proposal, the respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal respondent or with any competitor.

Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other prospective respondent or to any competitor.

No attempt has been made or shall be made by the proposal respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she or he is the person in the proposal respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.

A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the respondent furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and HRWC determines that such disclosure was not made for the purpose of restricting competition.

Q. RESERVATION OF RIGHTS

1. HRWC reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. HRWC reserves the right to waive or not waive informalities or irregularities in a proposal or request for proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by HRWC to be in the best interests of HRWC.
3. HRWC reserves the right to request additional information from any or all respondents.
4. HRWC reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
5. HRWC reserves the right to select one or more respondents to perform services.
6. HRWC reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II

BACKGROUND AND SCOPE OF WORK

HRWC is currently accepting proposals to perform soil borings and pavement cores at various locations and depths throughout a three block area within the City of Ann Arbor. The purpose of this work is to determine soil permeability for the installation of stormwater infiltration. A description of the overall project, for which the soil borings are a part, is included on the project website at <http://www.hrwc.org/our-work/programs/swiftrun/>. A map of the project location is included in Appendix A. Soil borings will be needed along both sides of “green” streets and within the two park locations. The work for this contract will be on an “as needed” basis. The selected firm(s) will be awarded a contract for a fixed amount, and HRWC will request work to be done as it is required.

Many of the borings to be done through this contract will likely consist of borings ranging in depth between 15 feet, for stormwater infiltration projects within public street right-of-ways, and 25 feet in city parks and other potential open space locations. Most of the borings will be located within, or adjacent to, public streets.

It is HRWC’s intent to bundle work together as much as possible to reduce mobilization and overhead costs, however some requests for work may still need to be performed separately as needed. For purposes of this contract, a “bundle” will be defined as each request for work from HRWC. HRWC may request an estimate on each bundle of work prior to beginning the work. Such estimates shall be performed at no cost to HRWC. There may end up being only one bundle of work.

The work to be performed by the selected firm(s) shall include:

- Performing soil borings in locations as directed by HRWC. Each soil boring shall include pavement cores to accurately determine existing pavement thickness. This shall also include coring through any concrete pavement or base that may be encountered. Soil borings will extend to the depth indicated, as measured from the top of the existing pavement.
- Careful measurement and recording on the boring logs of all pavement and aggregate base thicknesses. The composition and description of the aggregate base shall also be reported on the boring logs (i.e. natural aggregate or crushed limestone). Sufficient samples of aggregate base and sand subbase materials shall be obtained in order to perform sieve analysis testing if requested by HRWC.
- Measuring and recording the distance of the actual boring location from the nearest curb line and from another permanent feature (such as a drainage structure, driveway opening, etc). Sampling locations will be marked in the field by a representative of HRWC or the City of Ann Arbor. Boring locations shall not be offset for reasons other than avoiding conflicts with existing utilities, parked cars, trees, or other unmovable obstacles.
- Preparing boring logs describing in detail the soil types encountered and results of laboratory analysis, as well as the locations of the soil borings and cores.
- Preparing a geotechnical report describing the results of the soils investigation and making recommendations as appropriate. The geotechnical report will also provide a summary table of the soil boring results, which shall include, at a minimum, the street name and limits, range of asphalt thicknesses encountered, thickness and description of base course encountered, a brief description of subgrade soils, estimated Resilient Modulus, and analysis of any laboratory results. One report

shall be prepared per “bundle” of projects, as requested by HRWC.

- Any laboratory testing required to provide comprehensive soil boring logs and/or geotechnical reports. This shall include, at a minimum, visual engineering classification of all samples (in accordance with the USCS) as well as moisture content and soil strength tests on cohesive samples. All core thicknesses shall be measured in the laboratory to verify measurements obtained in the field. Laboratory testing shall be included in the cost of the soil borings.
- Additional laboratory testing, such as gradation analysis and permeability will also be required.
- Obtaining the proper permits from the City of Ann Arbor and supplying the necessary traffic control during drilling operations. The selected firm will need to obtain Right Of Way Permits and Lane Closure Permits (when necessary) from the City. The fees for these permits shall be waived. If necessary, the Consultant shall rent parking meter bags (at the Consultant’s cost) to assure access to soil borings in areas where parking meters are present.
- Implementation of traffic control for all major streets in conformance with the most current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
- All services shall be performed in compliance with all applicable ASTM, MDOT, and City Standards and Specifications, and shall be performed under the direction of a Michigan-registered professional engineer, employed by the selected firm.

HRWC does not guarantee either a minimum volume of work or a specific volume of work if a contract is awarded.

SECTION III

MINIMUM INFORMATION REQUIRED

A. PROFESSIONAL QUALIFICATIONS & EXPERIENCE - 60 points

1. State the full name and address of the organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number of professional personnel by skill and qualification that will be assigned to the work. Identify individuals who will do the majority of the work on each project by name and title. Also identify a single point of contact at the firm for this project, and give a phone number and e-mail address for this person.

Resumés including qualifications and related project experience are required for **all** proposed project personnel who will be assigned to the project (maximum one page per individual). Qualifications and capabilities of any subconsultants, **including any drilling subcontractors separate from the proposing firm**, shall also be included.

3. State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm qualified for this work.

This section of the proposal will be scored based on the qualifications of the firm, its subcontractors and personnel as described in the proposal, as well as previous recent experience HRWC and the City of Ann Arbor has had with the proposing firm.

B. FEE SCHEDULE - 40 points

Proposals must include quotes of unit prices for the service items described in the table below.

All time for project management, engineering time, secretarial time, MISSDIG coordination, obtaining permits, and other miscellaneous staff time shall be included in the appropriate items of work on the table below, and shall not be paid for separately.

The proposer may also propose and quote unit prices for additional service items in the proposal as deemed necessary, or suggest alternative tests or procedures to the ones presented below. If additional or alternative items are presented, the Consultant shall describe in detail their justifications for such alternatives.

No charges for items not listed below shall be made without prior authorization by HRWC.

Service Description (see below)	Units	Unit Price
Mobilization	Each	
Traffic Control	Day	
Two-Person Flagging Crew	Hour	
Soil Borings	L.F.	
Geotechnical Report	Each	
Conventional Laboratory Testing	Each	
Sieve Analysis	Each	
Laboratory Permeability Test - Falling Head	Each	
Laboratory Permeability Test - Constant Head	Each	
Loss-on-Ignition Test	Each	

Mobilization: This item includes all mobilization costs for each bundle of projects on which work is requested.

Traffic Control: This item includes all temporary signs, cones, barrels, arrow boards, and/or other traffic control devices necessary to conform to the MMUTCD and to safely complete the work.

Two-Person Flagging Crew: This hourly rate includes all costs associated with providing flag persons as necessary for traffic control on major streets.

Soil Borings: Includes all staff time and equipment costs involved with performing soil borings, including all coordination with MISSIG. Also includes backfilling and cold-patching the borehole.

Conventional Laboratory Testing: This item consists of all laboratory testing necessary to prepare the soil boring logs, including visual engineering classification (VEC) on all samples; and moisture content and strength testing (Qp) on all native cohesive samples. Charges shall be on a per sample basis.

Geotechnical Report: As described in Section II, for each bundle of projects submitted.

Sieve, Permeability, & Loss-on-Ignition Tests: Additional laboratory testing to be performed in accordance with applicable ASTM standards, as requested by HRWC. The appropriate type of laboratory permeability test will be determined by the Consultant based on soil type.

C. AUTHORIZED NEGOTIATOR

Include the name, phone number, and e-mail address of the person(s) in the organization authorized to negotiate the Professional Services Agreement with HRWC.

SECTION IV

ATTACHMENT "A"

LEGAL STATUS OF RESPONDENT

* * * * *

LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate form and strike out the other two.)

By signing below the authorized representative of the Respondent hereby certifies that:

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,

Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

APPENDIX A.
PROJECT LOCATION MAP

* * * * *

Swift Run Grow Green Project Neighborhood

-  Sampling sites
-  Project neighborhood
-  Swift Run
-  Park projects
-  Watershed boundary
-  "Green" Streets



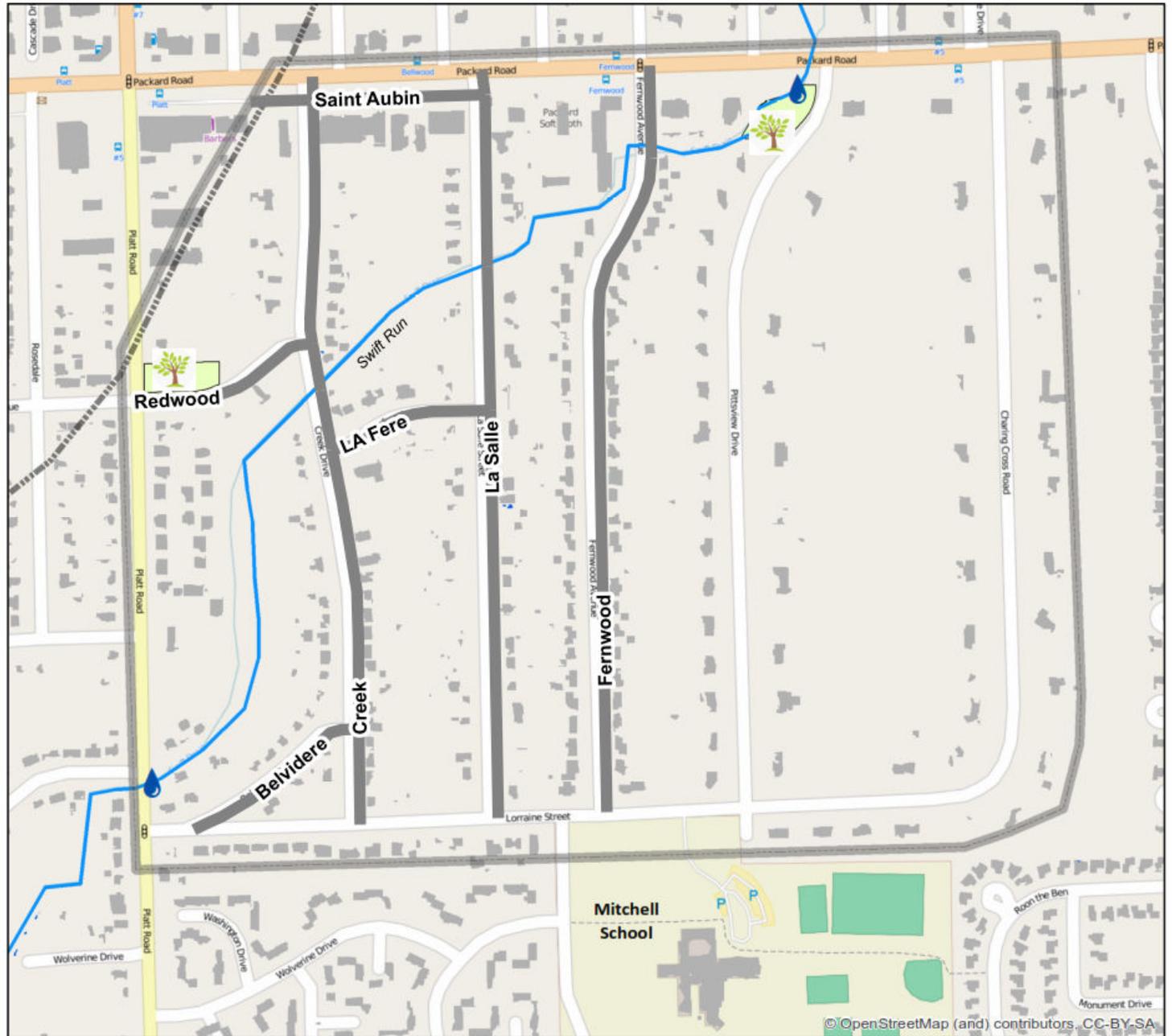
0 0.022 0.045 0.09 Miles



Huron
River
Watershed
Council

Protecting the river since 1965

Created June 2015



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APPENDIX B – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICE CONTRACT

Project: [Project Name]

Agreement is made this XXth of [Month], [year] by [contractor name] (contractor), [contractor address], and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

Contractor will provide services as described in the Statement of Work (*Name of work plan*).

A. The Contractor agrees to provide professional services ("Services") in connection with the Project as described in Exhibit A. Specific projects within the scope may be described from time to time by HRWC for performance within a Work Statement. Upon acceptance of the Work by Contractor, the Work Statement shall become part of this Agreement and shall be performed in accordance with its described scope. HRWC retains the right to make changes to the quantities of service within the general scope of the Agreement or within a Work Statement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. The Contractor understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that HRWC is under no obligation to issue or consent to any Work Statements.

B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. The Contractor may rely upon the accuracy of reports and surveys provided to it by HRWC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

ARTICLE II – COMPENSATION

For services provided, the HRWC will pay Contractor as follows.

A. The Contractor shall be paid in the manner set forth in Exhibit B or the applicable Work Statement. Payment shall be made quarterly or monthly, unless another payment term is specified in Exhibit B, or applicable Work Statement, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$_____.

B. The Contractor will be compensated for Services performed in addition to the Services described

PROFESSIONAL SERVICE CONTRACT

Project: [Project Name]

in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.

C. The Contractor shall keep complete records of time spent and materials used on the Project so that HRWC may verify invoices submitted by the Contractor. Such records shall be made available to HRWC upon request and submitted in summary form with each invoice.

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - Contractor is to coordinate activities with the Council and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 –Contractor will submit a technical report for each “bundle” of work completed as described in Exhibit A.

ARTICLE IV – COUNCIL OBLIGATIONS

A. The Council shall be responsible for coordinating with the City of Ann Arbor to provide the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

B. The Council shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

ARTICLE IV – TERM

This contract begins on [Date] and ends on [Date] or such time as all contractual obligations are completed.

ARTICLE V – PERSONNEL

The parties agree that Contractor is neither an employee nor an agent of the Council for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

Contractor will maintain at its own expense during the term of this contract, the following insurance:

1. Worker’s Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.

PROFESSIONAL SERVICE CONTRACT

Project: [Project Name]

3. Council will indemnify the County and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

Contractor will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will received consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on Contractor and Council, their successors and assigns. Neither Contractor nor the Council will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Council funds not disbursed at that time will be returned by Contractor to the Council.

ARTICLE XII – EQUAL ACCESS

Contractor shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

PROFESSIONAL SERVICE CONTRACT

Project: [Project Name]

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

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

ARTICLE XIV – PAYROLL TAXES

Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Council and Contractor will be incorporated into this contract by written amendments signed by both parties.

[Contractor Name]

HURON RIVER WATERSHED COUNCIL

By: _____
[signatory] (date)
[Contractor Name]

By: _____
Laura Rubin, (date)
Executive Director