



John O'Meara, P.E.
Executive Director

DRAFT AGENDA – June 13, 2024, 1:00 p.m. – 2:30 p.m.

Online Teams Meeting [Click here to join the meeting](#)

Meeting ID: 222 778 494 847 Passcode: j46DpB

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|--|-------------|----|
| 1. Welcome –Doug Moore, Chair | | |
| a. Report from Cooperating Partners | Information | |
| b. MS4 Permit Update – EGLE | | |
| ----- | | |
| c. Roll Call/Determination of Quorum | | |
| d. Additions or changes to the Draft Meeting Agenda | | |
| e. Approval of November 20, 2023, Meeting Summary | Action | |
| 2. Executive Director Report – ARC Staff | | |
| a. Grant Status Report | Information | 2 |
| 3. Treasurers/Finance Committee Report – Rebecca Runkel, Treasurer | | |
| a. A/R, A/P and Profit/Loss Reports | Information | 4 |
| b. 2024 ARC Dues | Information | |
| c. 2023 Single Audit | Information | |
| d. Ratify E-mail Votes | Action | |
| 1. 4/16/24 – 24 yea and 0 nay: Budget amendment adding EPA14, upon grant award, GLRI grant in the amount of \$797,648 to the ARC with no match required. The project period is from June 15, 2024 – February 28, 2025. This grant is for the Rouge River AOC – Inkster Park EJ Design. | | |
| e. Budget Amendments | | |
| 1. FC2 WC Parks Amenities-Wilcox EPA10: Adding \$684,692.22 with \$634,692.22 in 2024 and \$50,000 in 2025 | Action | 9 |
| 2. FC3 WC Parks Amenities-Riverview EPA7: Increase budget from \$895,975 to \$2,375,268 with \$2,263,618 in 2024 and \$50,000 in 2025 (\$61,650 was spent in 2023) | Action | 18 |
| f. Contract Revisions/Amendments | | |
| 1. ECT Work Order 2024-ECT2, EPA7 Riverview Amenities | Action | 66 |
| 2. ECT Work Order 2024-ECT3, EPA10 Wilcox Amenities | Action | 68 |
| 4. MS4 Permit | Discussion | |
| 5. Standing Committee Reports – Doug Moore | | |
| a. Organization Committee Progress Report (T. Gabriel, Chair) | Information | |
| b. PIE Committee Progress Report (J. Garrison, Chair) | Information | |
| c. Technical Committee Progress Report (T. Sonoga, Chair) | Information | |
| d. Nominations Committee Progress Report (B. Belair, Chair) | Information | |
| 6. Report from Counties – Doug Moore | Information | |
| 7. Other Business – Doug Moore | Information | |
| 8. Summary of Actions of Full Alliance – Tennille Newsome | Information | |
| 9. Adjourn | Action | |

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority
The Henry Ford

ARC GRANT PROJECTS STATUS – May 2024

ARC CURRENT GRANTS

EGLE PAC Support Grant 2023-2025

- RRAC meeting was held January 16th and April 30th.

EPA Johnson Creek Fish Hatchery and Tamarack Creek Restoration Implementation

- Grant is complete and closed - Projects "Complete". However, we were able to get one more season of maintenance of the sites from the contractor.

EPA Seeley Creek Habitat Restoration

- Contractor completed current contract work.
- Additional invasive treatments and site maintenance will be completed this growing season.
- Grant ends September 31, 2024.

EPA Colonial & Venoy Restoration

- Grant ends December 2024

Colonial Restoration

- Vegetation maintenance conducted through October 2024.
- Contractor working on punch list items.

Venoy Restoration

- Vegetation maintenance conducted through October 2024.
- Contractor working on punch list items.

EPA Wayne County Parkland Implementation

- Grant currently ends December 2024.

Sherwood Restoration

- Vegetation maintenance conducted through September 2024.

Bell Restoration

- Vegetation maintenance will be conducted through September 2024.
- Contractor working on punch list items.

Lola Restoration

- Vegetation maintenance will be conducted through September 2024.
- Contractor working on punch list items.

Lower Rouge

- FOTR working on final documentation.
- FOTR have asked for additional funds with ARC staff reviewing.

Riverview Restoration

- Habitat based work to be completed this June 2024.
- Additional habitat work has been identified and will be completed this fall.
- ARC working with WCP on park amenity improvements in conjunction with the habitat restoration.

EPA LTU Wetland Habitat Restoration Implementation Grant

- Vegetation maintenance in 2024.

EPA Wilcox/Phoenix Implementation

Wilcox Lake Restoration

- Main Construction activities started in April 2024.
- Dredging activities completed May 2024.
- Vegetation installation to occur starting June 2024.

Phoenix Lake Restoration

- Woody invasive species work conducted in April 2024.
- Main Construction activities to start in June 2024.

EPA Wilcox/Inkster/Phoenix Restoration Design

- Drafting of final report chapters for Phoenix and Wilcox has started.
- Grant ended of February 2024 and final report submitted to EPA.

EPA Wallaceville/Merriman Hollow Restoration Design

Wallaceville Restoration

- Design in process.
- Design and permitting being completed late summer 2024.

Merriman Hollow Restoration

- Design in process.
- Design and permitting being completed late summer 2024.

USDA Forest Service – Reducing Runoff in the Rouge River AOC

- ARC following up with last few communities who still need to install trees
- ARC following up on reimbursements for installations
- Remaining green infrastructure construction fall 2024.

Erb Family Foundation

The ARC received a grant in September from ERB to help identify where sanitary sewage is entering the Rouge River (Rouge Valley Sewage Disposal System Area) and provide training to municipal staff on how to comply with their stormwater permit.

- A sampling location network was developed.
- Weekly sampling, for 20 weeks, will start mid-May 2024.

ARC GRANT APPLICATIONS

EPA Environmental Justice Underserved Communities –At EPA direction, the ARC submitted an official grant package to EPA for design of the Inkster Park EJ components in April 2024. These are amenities, which include, kayak launch/portage, a new bridge, trails/boardwalks, public river/fishing access. The ARC anticipates hearing on the Inkster Park on official award start in May 2024.

EPA Inkster Restoration Implementation – The ARC submitted a draft grant application package to EPA in May 2024 for the implementation of the habitat restoration design developed by the ARC under its EPA design grant for Wilcox/Inkster/Phoenix. The ARC anticipates draft approval in May 2024 at which time it will officially submit the grant to EPA. The ARC anticipates beginning grant actives when awarded in late June 2024.

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06/05/24

Accrual Basis

Alliance of Rouge Communities

Profit & Loss Budget vs. Actual

January through December 2024

	Jan - Dec 24	Budget
Ordinary Income/Expense		
Income		
47200 · Program Income		
4793 · WC Parks Amenities - Col/Ven	10,859.40	
4796 · 2024 ARC Membership Dues	357,422.00	357,420.00
Total 47200 · Program Income	368,281.40	357,420.00
47500 · Contributions		
11501 · FS4 20-22 Reduce Runoff match	0.00	1,600.00
Total 47500 · Contributions	0.00	1,600.00
48000 · Grants		
60667.2 · EPA5-Seeley Creek Hab Res	52,823.26	201,000.00
60667.5 · EPA7-WC 5 Parks Implementation		
6067.1 · EPA7A - Lower Implementation	1,348.75	16,500.00
6067.2 · EPA7B - Sherwood Implementation	12,697.09	139,500.00
6067.3 · EPA7C - Bell Implementation	25,572.98	307,000.00
6067.4 · EPA7D - Lola Implementation	27,766.34	165,500.00
6067.5 · EPA7E - Riverview Implementatio	47,344.50	1,320,000.00
Total 60667.5 · EPA7-WC 5 Parks Implementation	114,729.66	1,948,500.00
60667.6 · EPA6 Colonial and Venoy		
60667.3 · EPA6A-RR AOC Venoy	42,844.09	158,000.00
60667.4 · EPA6B-RR AOC Colonial	39,064.30	200,000.00
Total 60667.6 · EPA6 Colonial and Venoy	81,908.39	358,000.00
60670 · FS4 20-22 Reduce Runoff	6,532.50	75,000.00
60672 · EPA9 - Wil/Pho/Ink Design		
60672.1 · EPA9A - Wilcox Design	498.75	498.75
60672.2 · EPA9B - Phoenix Design	498.75	498.75
60672.3 · EPA9C - Inkster Design	54,230.00	55,250.00
Total 60672 · EPA9 - Wil/Pho/Ink Design	55,227.50	56,247.50
60674 · EPA10-Wil/Pho Implementation		
60674.1 · EPA10A - Wilcox Implementation	1,015,936.17	3,045,000.00
60674.2 · EPA10B - Phoenix Implementation	52,086.01	1,288,000.00
Total 60674 · EPA10-Wil/Pho Implementation	1,068,022.18	4,333,000.00
60675 · EPA11-LTU Implementaion	2,051.85	155,000.00
60676 · SPAC12 - RRAC Facilitation	7,047.50	51,500.00
60677 · EFSDS - Sampling	5,630.00	5,630.00
60678 · EPA12 - Merriman Design	22,755.81	182,500.00
60679 · EPA13 - Wallaceville design	22,095.00	121,500.00
60680 · ERB2 - IDEP and Training	0.00	222,000.00
Total 48000 · Grants	1,438,823.65	7,709,877.50
Total Income	1,807,105.05	8,068,897.50
Expense		
60400 · ARC Awards and Grants		
60410 · Executive Director Services		
60410.2 · 101 Program Support	18,408.71	71,595.00
60410.3 · 102 MGT Admin & Financial	32,984.75	64,925.00
60410.4 · 103 Funding - grants	0.00	0.00
60410.5 · 103 EGLE Permit	14,524.89	14,530.00
Total 60410 · Executive Director Services	65,918.35	151,050.00
60420 · Public Involv. & Education Com.		
60420.1 · PIE1-Col PEP/PPP Annual act.	16,055.67	62,840.00
60420.2 · PIE2-Col PEP/PPP 5yr activities	7,038.75	18,415.00
Total 60420 · Public Involv. & Education Com.	23,094.42	81,255.00

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06/05/24

Accrual Basis

Alliance of Rouge Communities

Profit & Loss Budget vs. Actual

January through December 2024

	Jan - Dec 24	Budget
60430 · Technical Committee		
60430.5 · IDEP Investigations	0.00	42,700.00
60432.1 · TC1-Tech Annual	15,368.75	30,050.00
60432.2 · TC2-Tech Permit Cycle	12,851.25	45,793.00
60432.4 · EFSDS Sampling	5,630.00	5,630.00
60432.5 · TC4 - ERB2 IDEP and Training	12,370.57	222,000.00
Total 60430 · Technical Committee	46,220.57	346,173.00
Total 60400 · ARC Awards and Grants	135,233.34	578,478.00
60665.1 · EPA6 - Colonial and Venoy		
606658 · EPA6A-RR AOC Venoy	42,844.09	158,000.00
606659 · EPA6B-RR AOC Colonial	39,064.30	200,000.00
Total 60665.1 · EPA6 - Colonial and Venoy	81,908.39	358,000.00
606655 · EPA5-Seeley Creek Hab Restor.	52,823.26	201,000.00
606660 · EPA7 WC 5 Park Implementation		
6066.1 · EPA7A - Lower R Implementation	1,348.75	16,500.00
6066.2 · EPA7B - Sherwood Implementation	12,697.09	139,500.00
6066.3 · EPA7C - Bell Crk Implementation	25,572.98	307,000.00
6066.4 · EPA7D - Lola Implementation	27,766.34	165,500.00
6066.5 · EPA7E - Riverview Implementatio	47,344.50	1,320,000.00
Total 606660 · EPA7 WC 5 Park Implementation	114,729.66	1,948,500.00
606661 · FS4 20-22 Reduce Runoff		
6066.61 · FS4 Reduce Runoff match-contr r	0.00	1,600.00
606661 · FS4 20-22 Reduce Runoff - Other	6,532.50	75,000.00
Total 606661 · FS4 20-22 Reduce Runoff	6,532.50	76,600.00
606663 · EPA9 - Wil/Phoe/Ink Design		
60666.2 · EPA9A - Wilcox Design	498.75	498.75
60666.3 · EPA9B - Phoenix Design	498.75	498.75
60666.4 · EPA9C - Inkster Design	54,230.00	55,250.00
Total 606663 · EPA9 - Wil/Phoe/Ink Design	55,227.50	56,247.50
606665 · WC Parks Amenities - Colonial	1,080.00	
606666 · WC Parks Amenities - Venoy	9,779.40	
606667 · EPA11 - LTU Implementation	2,051.85	155,000.00
606668 · EPA10-Wilcox/Phoenix Implement		
60666.5 · EPA10A - Wilcox Implementation	1,015,936.17	3,045,000.00
60666.6 · EPA10B - Phoenix Implementation	52,086.01	1,288,000.00
Total 606668 · EPA10-Wilcox/Phoenix Implement	1,068,022.18	4,333,000.00
606669 · SPAC12 - RRAC Facilitation	7,047.50	51,500.00
606670 · EPA12 - Merriman Design	22,755.81	182,500.00
606671 · EPA13 - Wallaceville design	22,095.00	121,500.00
60900 · Business Expenses	1,323.94	
62100 · Contract Services		
62110 · FC1-Accounting Fees	12,616.00	21,500.00
62140 · FC1-Legal Fees	0.00	1,000.00
65120 · FC2-Insurance - D&O	1,105.00	1,500.00
65121 · Mailbox and web hosting fee	625.64	2,000.00
Total 62100 · Contract Services	14,346.64	26,000.00
Total Expense	1,594,956.97	8,088,325.50
Net Ordinary Income	212,148.08	-19,428.00
Net Income	212,148.08	-19,428.00

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Alliance of Rouge Communities
A/P Aging Summary
As of June 5, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Anglin Civil	40,495.76	0.00	0.00	0.00	0.00	40,495.76
Environmental Consulting & Technology, In	29,928.33	0.00	0.00	0.00	0.00	29,928.33
Friends of the Rouge	0.00	7,925.89	0.00	0.00	0.00	7,925.89
Tina L. Cusac, CPA	1,876.00	1,904.00	0.00	0.00	0.00	3,780.00
TOTAL	72,300.09	9,829.89	0.00	0.00	0.00	82,129.98

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Alliance of Rouge Communities
A/R Aging Summary
 As of June 5, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Beverly Hills	0.00	0.00	3,808.00	0.00	0.00	3,808.00
Bingham Farms	0.00	0.00	850.00	0.00	0.00	850.00
Birmingham	0.00	0.00	4,293.00	0.00	0.00	4,293.00
Dearborn Heights	0.00	0.00	12,267.00	0.00	0.00	12,267.00
EGLE - PAC grant	10,143.39	0.00	0.00	0.00	0.00	10,143.39
EPA-ASAP	41,255.76	0.00	0.00	0.00	0.00	41,255.76
Evergreen Farmington District	0.00	1,757.50	0.00	0.00	0.00	1,757.50
Farmington Hills	0.00	0.00	33,616.00	0.00	0.00	33,616.00
Franklin	0.00	0.00	1,972.00	0.00	0.00	1,972.00
Henry Ford Community College	0.00	0.00	1,014.00	0.00	0.00	1,014.00
Lathrup Village	0.00	0.00	1,578.00	0.00	0.00	1,578.00
MDEQ SAW Grant	0.00	0.00	0.00	0.00	0.00	0.00
Northville	0.00	0.00	2,239.00	0.00	0.00	2,239.00
Novi	0.00	0.00	23,504.00	0.00	0.00	23,504.00
Oak Park	0.00	0.00	200.00	0.00	0.00	200.00
Orchard Lake	0.00	0.00	152.00	0.00	0.00	152.00
Plymouth	0.00	0.00	2,969.00	0.00	0.00	2,969.00
Romulus	0.00	0.00	2,837.00	0.00	0.00	2,837.00
Schoolcraft College	0.00	0.00	1,014.00	0.00	0.00	1,014.00
Southfield	0.00	0.00	24,354.00	0.00	0.00	24,354.00
Troy	0.00	0.00	6,004.00	0.00	0.00	6,004.00
University of Michigan-Dearborn	0.00	0.00	1,014.00	0.00	0.00	1,014.00
USDA Forest Service	902.50	0.00	0.00	0.00	0.00	902.50
Wayne	0.00	0.00	6,501.00	0.00	0.00	6,501.00
Wayne County Airport Authority	0.00	0.00	0.00	0.00	3,062.00	3,062.00
Wayne County Parks	0.00	10,859.40	0.00	0.00	0.00	10,859.40
Westland	0.00	0.00	26,335.00	0.00	0.00	26,335.00
Wixom	0.00	0.00	762.00	0.00	0.00	762.00
TOTAL	52,301.65	12,616.90	157,283.00	0.00	3,062.00	225,263.55

Alliance of Rouge Communities Draft 2024 Budget

ORIGINALLY APPROVED: 11/20/2023
AMENDMENTS:

2024 Anticipated Dues from Communities	\$357,420	TOTAL 2024 ARC FUNDING	\$555,648
Erb Funds for ARC activities	\$222,000	TOTAL 2024 OUTSIDE FUNDING	\$12,511,462
Rollover funds from 2023 (actual) ⁽³⁾	\$198,228	TOTAL 2023 FUNDING	\$13,067,110
Total ARC Dues Available	\$777,648	TOTAL 2023 ACTIVITY COST (Committee & Grants)	\$12,888,310
2024 ARC Activities Budgeted	\$598,848	TOTAL 2024 ESTIMATED BALANCE (ALL SOURCES)	\$178,800
2024 estimated balance (estimated 2025 rollover)	\$178,800		

Note ⁽³⁾: in 2019 \$50,000 was put aside for future use to meet sampling requirements and has been added back in to the 2023 rollover funds for use in future budgets.

Proposed ARC Budget Items		Activity Cost	ARC Dues	Funding Source					Other Source/Match	"Provider" Using Budget (1)
Organization Committee										
OC1	Executive Director Operational Services									
	101-Program	\$ 71,595	\$ 71,595							ED
	102-Management	\$ 64,925	\$ 64,925							ED
	103-Fundraising	\$ 14,530	\$ 14,530							ED
	ARC Operations - Direct Expenses	\$ 2,000	\$ 2,000							ARC
Organization Committee Total		\$ 153,050	\$ 153,050							
Finance Committee										
FC1	Accounting/Legal Services	\$ 22,500	\$ 22,500							Outside vendor
FC2	ARC Insurance	\$ 1,500	\$ 1,500							Outside vendor
Finance Committee Total		\$ 24,000	\$ 24,000							
ARC Operational Services Total		\$ 177,050	\$ 177,050							
Public Education and Involvement Committee										
PIE1	Collaborative PEP/PPP Annual permit activities	\$ 39,840	\$ 39,840							ED
	Watershed Monitoring	\$ 10,000	\$ 10,000							FOTR
	Printing & One Water Campaign	\$ 13,000	\$ 13,000							ARC/SEMCOG
PIE2	Collaborative PEP/PPP -5yr Permit Cycle activities	\$ 7,665	\$ 7,665							ED
	Permit Cycle Support	\$ 10,750	\$ 10,750							ARC/FOTR
PIE3	Media Support	\$ -	\$ -							ED
PIE Committee Total		\$ 81,255	\$ 81,255					\$ -		
Technical Committee										
TC1	Collaborative IDEP/TMDL annual permit activities	\$ 30,050	\$ 30,050							ED
	IDEP Investigation and Training	\$ 42,700	\$ 42,700							ED
TC2	Collaborative IDEP 5yr Permit Cycle activities	\$ 45,793	\$ 45,793							ED
TC4	Erb Monitoring & Municipal Training	\$ 222,000	\$ -					\$ 222,000		ED
Technical Committee Total		\$ 340,543	\$ 118,543	\$ -	\$ -	\$ -	\$ -	\$ 222,000		
Total Amount Requested by All Committees		\$ 598,848	\$ 376,848	\$ -	\$ -	\$ -	\$ -	\$ 222,000		Erb
Grants (2)		Activity Cost	ARC Match Dues	SPAC or State	USFS	EPA	Wayne County	Other Source/Match	Outside Funding	
EPA5	Rouge AOC Seeley Creek Habitat Restoration thru 9/30/24 (total award \$815,000)	\$600,000	\$0			\$600,000				
EPA6 (A&B)	Rouge River AOC Colonial & Venoy Habitat Restoration thru 12/31/24 (total award \$1,834,000)	\$600,000	\$0			\$600,000				
EPA7	Rouge River AOC Habitat Restoration Implementation - Wayne Co. Parkland thru 12/31/23 (total award \$5,116,363)	\$2,237,250	\$0			\$2,237,250				
FS4	USDA FS Reducing Runoff in the Rouge River AOC thru 5/30/25 (total award \$261,780 & in-kind match \$65,445)	\$197,402	\$0		\$193,402			\$4,000	FOTR volunteer match	
EPA10	Rouge River AOC Habitat Restoration - Wilcox/Phoenix Habitat Implementation thru 12/31/26 (total award \$5,008,595)	\$4,350,000	\$0			\$4,350,000				
EPA11	Rouge River AOC Habitat Restoration - LTU wetland Habitat Implementation (total award \$810,000)	\$650,000	\$0			\$650,000				
EPA12	Rouge River AOC Habitat Restoration - Merriman Hollow Design	\$100,000	\$0			\$100,000				
EPA13	Rouge River AOC Habitat Restoration - Wallaceville Design	\$65,000	\$0			\$65,000				
SPAC12	PAC Support RRAC Facilitation & Monitoring thru 12/31/25 (total award \$154,500)	\$51,500	\$0	\$51,500						
EPA14	Rouge River AOC-Inkster Park EJ Design thru 2/28/25 (total award \$797,648)	\$385,000	\$0			\$385,000				
606673	WC Parks Amenities-Wilcox - PO# pending receipt	\$634,692	\$0				\$634,692			
606672	WC Parks Amenities-Riverview - PO# 22470570	\$2,263,618	\$0				\$2,263,618			
606665	WC Parks Amenities-Colonial - PO# 22381604	\$60,000	\$0				\$60,000			
606666	WC Parks Amenities-Venoy - PO#22381604	\$95,000	\$0				\$95,000			
Total Other Grants:		\$12,289,462	\$0	\$51,500	\$193,402	\$8,987,250	\$3,053,310	\$4,000		
TOTAL OUTSIDE FUNDING				\$51,500	\$193,402	\$8,987,250	\$3,053,310	\$226,000		\$12,511,462

TOTAL ARC DUES AVAILABLE	\$777,648
TOTAL ACTIVITIES BUDGETED	\$598,848
Available Unallocated ARC Budget (total income minus total ARC Dues budget)	\$ 178,800

Notes

(1) ED - Executive Director Services, WC - Wayne County, OC - Oakland County, FOTR - Friends of the Rouge, SEMCOG.

(2) Dollar amounts may be adjusted throughout the year as they are estimates of what will be spent during the budget year.

(3) In 2019 \$50,000 was put aside for future use to meet sampling requirements and has been added back in to the 2023 rollover funds for use in future budgets.

Budget Amendments/Adjustments

FC1	4/16/24: EPA14 - adds EPA14 grant to 2024 budget with \$385,000 budgeted for 2024 and remaining funds budgeted for 2025. Total award \$797,648. Upon receiving grant award
FC2	DRAFT 5/29/24: adds WC Parks Amenities-Wilcox (account 606673) to 2024 budget with \$634,692.22 budgeted for 2024 and remaining funds budgeted for 2025. Total PO is \$684,692.22
FC3	DRAFT 5/29/24: increases WC Parks Amenities-Riverview (account 606672) from \$895,975 to \$2,375,268 for PO# 22470570 with \$2,263,618 budgeted for 2024 and \$50,000 budgeted for 2025. Note \$61,650 was spent in 2023



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

2024 BUDGET AMENDMENT: Finance Committee Amendment FC2

REQUEST DATE: May 17, 2024

LINE ITEM: WC Parks Amenities – Wilcox (ARC Quickbooks account 606673)

COMMITTEE MAKING REQUEST: Finance Committee

BACKGROUND:

The ARC was awarded a grant for the ROUGE RIVER AOC HABITAT RESTORATION –WILCOX/PHOENIX IMPLEMENTAION from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL - 00E03267. As stated in the ARC/WC IAA should Wayne County choose to construct Wayne County Park amenities at the same time, Wayne County Parks (WCP) would reimburse the ARC for that work. It is WCP's desire to add to the ARC Habitat construction contract and complete work with the bid park amenities at Wilcox associated in general with the parking lot, paths, and dock. Therefore, WCP has chosen to include Park Amenities as part of the construction contract between the ARC and White Lake Dock & Dredge, Inc. (since purchased by ENTACT, LLC). Actual items are detailed in the Contractor's revised bid that WCP has approved. Therefore, the ARC will need to receive a PO in the amount of \$684,692.22 in order to contract the work. The ARC has reviewed the construction bids documents with WCP and WCP has approved for the construction cost. These costs associated with the WCP Amenities will be paid for with 100% Wayne County funds to the ARC.

DESCRIPTION OF ANTICIPATED ACTIVITIES:

Description of activities are included in Attachment A

RATIONALE (including why needed):

The ARC continues to support Wayne County Parks as an ARC member, through our IAA, in updating WCP amenities at the habitat restoration sites under construction. This grant project addresses three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat: Degraded Fish and Wildlife Populations, Degradation of Benthos, Loss of Fish and Wildlife Habitat.

BUDGET (including how the amount requested was established):

This amendment will add budget for line-item WC Parks Amenities – Wilcox, under a WCP PO, in the amount of \$684,692.22 with \$634,692.22 budgeted for 2024 and \$50,000 budgeted for 2025. This cost is broken down as follows: \$659,692.22 - Construction Bid and \$25,000 – engineering. The work orders associated with these WCP Amenities will be paid for with 100% Wayne County funds to the ARC.

PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:

Work will be completed by the ARC Staff working with Wayne County Parks.



*John O'Meara, P.E.
Executive Director*

Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.
Rochester Hills
Romulus
Schoolcraft College
Southfield
Troy
University of
Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County Airport
Authority
West Bloomfield Twp.
Westland
Wixom

May 15, 2024

Elizabeth Iszler, ASLA - Chief of Planning and Design
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

RE: ARC Habitat Restoration
Wayne County Parks Amenities Work – Wilcox Lake

Dear Ms. Iszler:

The Alliance of Rouge Communities (ARC) is pleased to continue to support Wayne County Parks as an ARC member, through our IAA, in updating WCP amenities at the habitat restoration sites under construction. Currently, the ARC is constructing habitat restoration at Wilcox Lake.

The ARC, based on recent conversations with WCP, understands it is WCP's desire to add to the construction contract and complete work associated with the bid park amenities at Wilcox associated in general with the parking lot, paths, and dock. Actual items are detailed in the Contractor's revised bid that WCP has approved. Therefore, the ARC will need to receive a PO in the amount of \$684,692.22 in order to contract the work. This cost is broken down as follows:

- \$659,692.22 - Construction Bid
- \$25,000 – engineering

The ARC has reviewed the construction bids documents with WCP and WCP has approved for the construction cost reference. The ARC will use its engineering firm with support from their sub, Johnson Hill Land Ethics Studio (JHLE), currently working on the project for engineering support.

The ARC appreciates continuing to work with Wayne County Parks on opportunities to provide restoration and upgrades to ARC communities. Should you have any questions please feel free to contact the undersigned.

Sincerely,
Alliance of Rouge Communities

John O'Meara, PE
Executive Director

Alice Bailey, PE
Principal Engineer/ARC

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority
The Henry Ford

A 501(c)(3) Organization – www.allianceofrougecommunities.com

46036 Michigan Ave., Suite 126, Canton, MI 48188 – Ph: 734-768-2180 – Email: info@allianceofrougecommunities.com

John O'Meara

From: Eric Bowman <ebowman@entact.com>
Sent: Monday, March 25, 2024 4:49 PM
To: John O'Meara; Ben Gezon
Cc: Elizabeth Iszler; John Gundry; Noel Mullett; Alice Bailey; Tyler Sprague
Subject: RE: Wilcox Lake WC Park Amenities

John

Entact accepts the revised bid schedule for the amenities.



Eric Bowman

ENTACT, LLC

4927Staria Dr. | Suite B | Norton Shores, MI 49441

Cell: 513.265.8875

ebowman@entact.com | www.entact.com

Environmental and Geotechnical Construction Services

From: John O'Meara <jomeara@ectinc.com>
Sent: Monday, March 18, 2024 10:15 AM
To: Eric Bowman <ebowman@entact.com>; Ben Gezon <bgezon@entact.com>
Cc: Elizabeth Iszler <eiszler@waynecounty.com>; John Gundry <jgundry@waynecounty.com>; Noel Mullett <nmullett@ectinc.com>; Alice Bailey <abailey@ectinc.com>; Tyler Sprague <tsprague@jhle-studio.com>
Subject: RE: Wilcox Lake WC Park Amenities

Eric/Ben –

Per our site meeting last week, we discussed the getting you all the revised Amenities “Bid” based on the reduction in line-item A-13 due to not doing the shelter or the path to it to verify, instead of you all getting us a cost. Therefore, please find the revision 3-18-24 (approximately \$660k) of the original revised Amenities Bid 2-26-24 (approximately \$674k). Please verify that this is correct, and you are in acceptance of these numbers. I have included all the emails in this chain for the complete discussion on the reductions for your information.

Once we have that WC will decide on whether to add these amenities work to the contract. We recognize that based on your schedule you would be needing to know relatively soon if these will be added, so please let us know that the \$659,692.22 is correct.

Thanks
john

John O'Meara, P.E.

Executive Vice President

Environmental Consulting & Technology, Inc. | ectinc.com

C: 734.740.7000

Hi Noel,

I spoke with Elizabeth earlier today and we wanted to put an exact number to the reduction in concrete paving due to the shelter not being installed. The short concrete path and area under and adjacent to the shelter amounts to 1,604 SF (see attached mark-up). This should help with the contractor adjusting their bid accordingly.

Thanks,

Tyler Sprague, PLA, ASLA

Principal

From: John O'Meara

Sent: Thursday, March 7, 2024 2:55 PM

To: Eric Bowman <ebowman@entact.com>; Ben Gezon <bgezon@entact.com>

Cc: Elizabeth Iszler <eiszler@waynecounty.com>; John Gundry <jgundry@waynecounty.com>; Noel Mullett <nmullett@ectinc.com>; Alice Bailey <abailey@ectinc.com>

Subject: RE: Wilcox Lake WC Park Amenities

Eric –

As we emailed the end of February, WC is trying to get the amenities cost squared for Wilcox so they can try to add to contract. Can you update the cost for concrete line-item A-13 9and any associated line items is needed) to reflect not doing the concrete for the shelter pad or the connecting path to it. I have attached a drawing (Wilcox Concrete 2) showing those items not part of the concrete (red remains).

Thanks

John

John O'Meara, P.E.

Executive Vice President

Environmental Consulting & Technology, Inc. | ectinc.com

C: 734.740.7000

From: Elizabeth Iszler <eiszler@waynecountymi.gov>

Sent: Wednesday, March 6, 2024 12:39 PM

To: John O'Meara <jomeara@ectinc.com>

Subject: RE: Wilcox Amenities

John,

Hello! Please see updated concrete layout attached. Please have the contractor update the quote for **concrete line-item A-13** to remove the shelter pad and small walkway that connects to it to the waling loop. We would do that work when the shelter is installed.

Thanks.

Elizabeth W. Iszler, ASLA

From: Eric Bowman <ebowman@entact.com>

Sent: Monday, February 26, 2024 11:07 AM

To: John O'Meara <jomeara@ectinc.com>; Ben Gezon <bgezon@entact.com>

Cc: Elizabeth Iszler <eiszler@waynecounty.com>; John Gundry <jgundry@waynecounty.com>; Noel Mullett <nmullett@ectinc.com>; Alice Bailey <abailey@ectinc.com>

Subject: RE: Wilcox Lake WC Park Amenities

From: John O'Meara <jomeara@ectinc.com>
Sent: Monday, February 26, 2024 10:58 AM
To: Ben Gezon <bgezon@entact.com>; Eric Bowman <ebowman@entact.com>
Cc: Elizabeth Iszler <eiszler@waynecounty.com>; John Gundry <jgundry@waynecounty.com>; Noel Mullett <nmullett@ectinc.com>; Alice Bailey <abailey@ectinc.com>
Subject: Wilcox Lake WC Park Amenities

Ben/Eric -

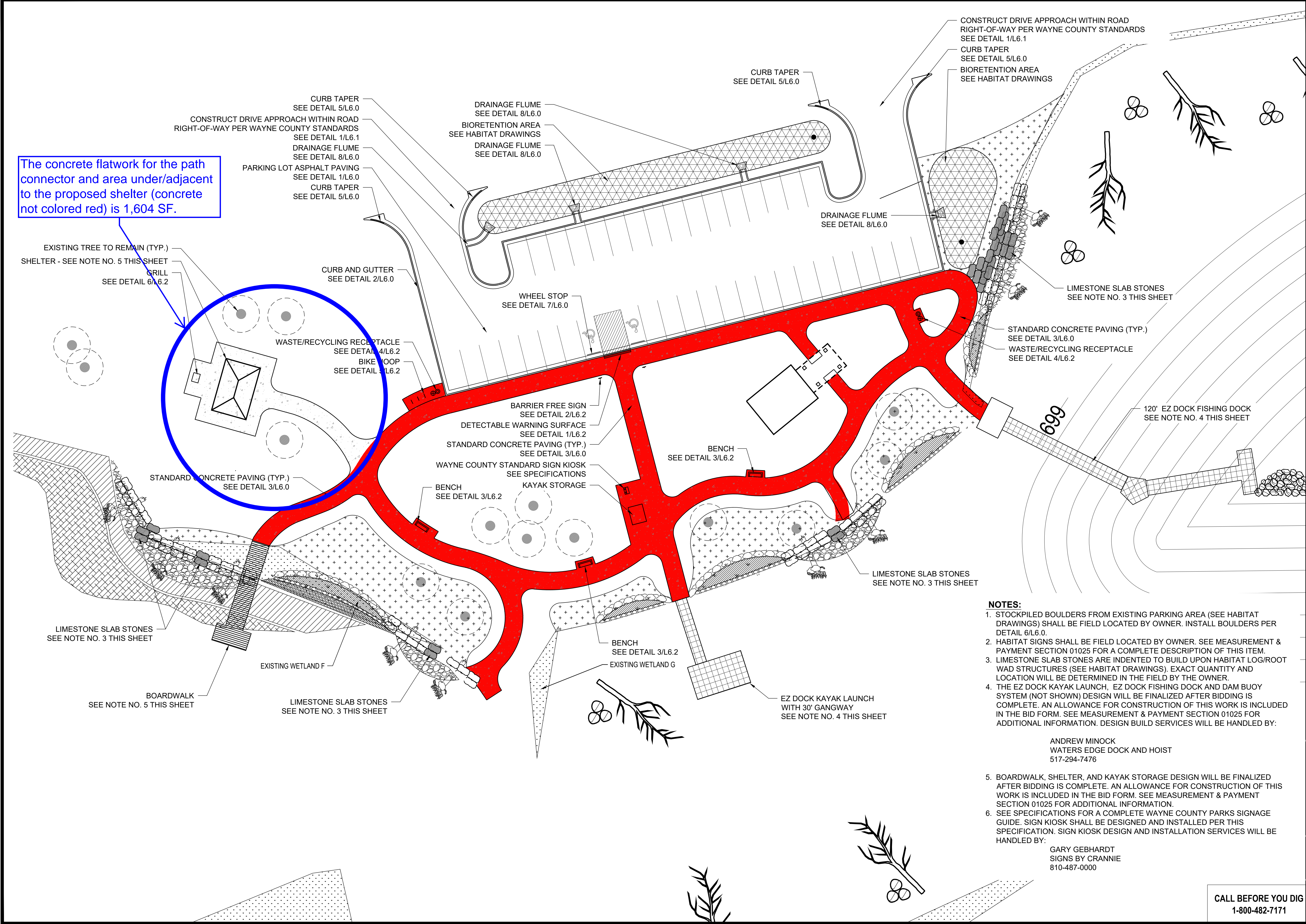
Wayne County Park's is currently looking at trying to get the amenities work at Wilcox Lake included in the contract. They would like to do most of the work that was bid, less a few of the Allowance items (and a slight reduction in the Amenities unforeseen). Therefore, your bid and the items not included (yellow highlighted ones) this would be approximately \$674,000 added to the contract. (I have also attached the Measurement & Payment and original plans for reference).

Again, they are working on the budgeting of this, so it is not finalized but wanted to give you the heads up. I will let you know more as they finish their budgeting process.

Thanks
John

John O'Meara, P.E.
Executive Vice President
Environmental Consulting & Technology, Inc. | ectinc.com
C: 734.740.7000

		White Lake Dock & Dredge		
Alternates - Park Amenity Items				
Wilcox Lake Amenities - To be paid for by Wayne				
A-1	Mobilization	1	\$ 14,473.42	\$ 14,473.42
A-2	Construction Staking/ Grade Control	1	\$ 14,470.23	\$ 14,470.23
A-3	Site Access and Staging	1	\$ 7,938.43	\$ 7,938.43
A-4	Traffic Control	1	\$ 6,930.78	\$ 6,930.78
A-5	Demolition	1	\$ 17,538.97	\$ 17,538.97
A-6	Tree Removal – 12"+ DBH	2	\$ 2,295.33	\$ 4,590.66
A-7	Parking and Drive Preparation	11,742	\$ 0.16	\$ 1,878.72
A-8	Parking Lot Asphalt	11,742	\$ 6.53	\$ 76,675.26
A-9	Commercial Drive Approach	2,252	\$ 11.78	\$ 26,528.56
A-10	Parking Lot Striping	1	\$ 962.85	\$ 962.85
A-11	Detectable Warning Surface/Wheel Stops/B.F.	1	\$ 1,925.69	\$ 1,925.69
A-12	Parking Lot Curb and Gutter	710	\$ 67.33	\$ 47,804.30
A-13	Standard Concrete Paving	8,249	\$ 8.75	\$ 72,178.75
A-14	North Bioretention Area	2,374	\$ 17.89	\$ 42,470.86
A-15	East Bioretention Area	1,183	\$ 12.32	\$ 14,574.56
A-16	Parking Lot Drainage Flumes	1	\$ 2,100.75	\$ 2,100.75
A-17	Grading	1	\$ 8,021.85	\$ 8,021.85
A-18	Trees 2.5" cal.	20	\$ 1,211.97	\$ 24,239.40
A-19	Trash Receptacle	2	\$ 2,475.10	\$ 4,950.20
A-20	Recycling Receptacle	2	\$ 2,475.10	\$ 4,950.20
A-21	Bench	3	\$ 4,201.11	\$ 12,603.33
A-22	Grill	0	\$ 2,547.58	\$ 0.00
A-23	Bike Hoop	3	\$ 1,424.82	\$ 4,274.46
A-24	Boulders (Placement)	29	\$ 466.26	\$ 13,521.54
A-25	Limestone Slabs	50	\$ 327.10	\$ 16,355.00
A-26	Sign Kiosk	1	\$ 1,941.72	\$ 1,941.72
A-27	Habitat Signs	20	\$ 134.66	\$ 2,693.20
A-28	Native Grass Seeding	700	\$ 2.78	\$ 1,946.00
A-29	Site Restoration	1	\$ 1,346.64	\$ 1,346.64
A-30	As-Built Survey and Drawings	1	\$ 3,805.89	\$ 3,805.89
A-31	ALLOWANCE - Boardwalk	0	\$ 60,000.00	\$ 0.00
A-32	ALLOWANCE - Shelter	0	\$ 60,000.00	\$ 0.00
A-33	ALLOWANCE - Fishing Dock	1	\$ 130,000.00	\$ 130,000.00
A-34	ALLOWANCE - Kayak Launch	0	\$ 75,000.00	\$ 0.00
A-35	ALLOWANCE - Kayak Storage	0	\$ 3,000.00	\$ 0.00
A-36	ALLOWANCE - Buoy System	1	\$ 1,000.00	\$ 1,000.00
A-37	ALLOWANCE - Unforeseen Site Conditions	1	\$ 75,000.00	\$ 75,000.00
REVISED TOTAL ALTERNATE ADDS				\$ 659,692.22
		Original Total Alternate Adds		\$899,274.80
		Alternates Reduction		\$239,582.58



- NOTES:**
- 1. STOCKPILED BOULDERS FROM EXISTING PARKING AREA (SEE HABITAT DRAWINGS) SHALL BE FIELD LOCATED BY OWNER. INSTALL BOULDERS PER DETAIL 6/L6.0.
 - 2. HABITAT SIGNS SHALL BE FIELD LOCATED BY OWNER. SEE MEASUREMENT & PAYMENT SECTION 01025 FOR A COMPLETE DESCRIPTION OF THIS ITEM.
 - 3. LIMESTONE SLAB STONES ARE INDENTED TO BUILD UPON HABITAT LOG/ROOT WAD STRUCTURES (SEE HABITAT DRAWINGS). EXACT QUANTITY AND LOCATION WILL BE DETERMINED IN THE FIELD BY THE OWNER.
 - 4. THE EZ DOCK KAYAK LAUNCH, EZ DOCK FISHING DOCK AND DAM BUOY SYSTEM (NOT SHOWN) DESIGN WILL BE FINALIZED AFTER BIDDING IS COMPLETE. AN ALLOWANCE FOR CONSTRUCTION OF THIS WORK IS INCLUDED IN THE BID FORM. SEE MEASUREMENT & PAYMENT SECTION 01025 FOR ADDITIONAL INFORMATION. DESIGN BUILD SERVICES WILL BE HANDLED BY:

ANDREW MINOCK
WATERS EDGE DOCK AND HOIST
517-294-7476

- 5. BOARDWALK, SHELTER, AND KAYAK STORAGE DESIGN WILL BE FINALIZED AFTER BIDDING IS COMPLETE. AN ALLOWANCE FOR CONSTRUCTION OF THIS WORK IS INCLUDED IN THE BID FORM. SEE MEASUREMENT & PAYMENT SECTION 01025 FOR ADDITIONAL INFORMATION.
- 6. SEE SPECIFICATIONS FOR A COMPLETE WAYNE COUNTY PARKS SIGNAGE GUIDE. SIGN KIOSK SHALL BE DESIGNED AND INSTALLED PER THIS SPECIFICATION. SIGN KIOSK DESIGN AND INSTALLATION SERVICES WILL BE HANDLED BY:

GARY GEBHARDT
SIGNS BY CRANNIE
810-487-0000

CALL BEFORE YOU DIG
1-800-482-7171

Environmental Consulting & Technology, Inc.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Great Lakes RESTORATION

GLRI GRANT No.: 00E02997

Alliance of Rouge Communities

OURS TO PROTECT

Wayne County parks

Johnson Hill Land Ethics Studio

**ROUGE RIVER
AOC HABITAT
RESTORATION:
WILCOX/ PHOENIX/
INKSTER HABITAT
DESIGN**

**WILCOX LAKE
PARK
IMPROVEMENT
PROJECT**

ALLIANCE OF ROUGE
COMMUNITIES

WAYNE COUNTY, MI

ECT PROJECT No.:	210602
DESIGNED BY:	-
DRAWN BY:	-
CHECKED BY:	-
APPROVED BY:	-
FOR BIDDING	6-16-2023

SHEET TITLE
SITE PLAN

SCALE: 1" = 20' @ 22" x 34"

NORTH

SHEET NUMBER

L2.0

DATE OF ISSUANCE 05/15/24

EFFECTIVE DATE 6/18/24

Owner: Alliance of Rouge Communities
 Contractor: ENTACT, LLC
 Engineer: Environmental Consulting & Technology, Inc.

Project: Rouge River AOC Habitat Restoration – Wilcox/ Phoenix Implementation
 Focus: Wayne County Parks (WCP) Wilcox Park Amenities added to contract

Make the following changes in the Contract Documents:

Background

The ARC, based on conversations with WCP, understands it is WCP's desire to add to the construction contract and complete work associated with park amenities at Wilcox associated in general with the parking lot, paths, and dock. Actual items are detailed in the Contractor's revised bid that WCP approved. All WCP amenities plan sheets and specs associated with the revised site amenities work that were part of the bid documents are now officially part of the contract documents.

Cost

The total contract amount currently is \$4,139,186.99. With the ARC habitat portion being \$4,139,186.99 and the Wayne County Parks amenities portion being \$0-. With the addition of the WCP amenities work to the contract the overall contract will increase by \$659,692.22 to \$4,798,879.21. With the ARC habitat portion being \$4,139,186.99 and the Wayne County Parks amenities portion being \$659,692.22. WCP will pay the ARC first for any amenities work the contract request payment on before the ARC will pay the contractor. Add contract line items as included in the Wilcox Lake Amenities bid from ENTACT(White Lake Dock & Dredge) attached.

Attachments

1. ENTACT Revised WCP Wilcox Amenities Bid Tab 3-18-24

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$4,139,186.99
Net increase (decrease) from previous Change Orders \$0-
Contract Price prior to this Change Order: \$4,139,186.99
Net increase (decrease) of this Change Order: \$659,692.22 \$0- (Habitat) \$659,692.22 (WCP Amenities)

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: December 15, 2024 Intermediate Completion: June 1, 2025 Final Completion: October 15, 2025
Net change from previous Change Orders: Substantial Completion: none Intermediate Completion: none Final Completion: none
Contract Times prior to this Change Order: Substantial Completion: December 15, 2024 Intermediate Completion: June 1, 2025 Final Completion: October 15, 2025
Net increase (decrease) this Change Order: Substantial Completion: none Intermediate Completion: none Final Completion: none

<p>Contract Price with all approved Change Orders:</p>
--

<p>\$4,798,879.21 Total</p>

<p>\$4,139,186.99 (Habitat)</p>

<p>\$659,692.22 (WCP Amenities)</p>

<p>Contract Times with all approved Change Orders:</p>
--

<p>Substantial Completion: December 15, 2024</p>
--

<p>Intermediate Completion: June 1, 2025</p>
--

<p>Final Completion: October 15, 2025</p>

ACCEPTED BY: _____

ENTACT, LLC

DATE: _____

APPROVED BY: _____



Environmental Consulting & Technology, Inc.
(as agent for Alliance of Rouge Communities)

DATE: 5/15/24

APPROVED BY: _____

Wayne County Parks (property owner)

DATE: _____

APPROVED BY: _____

Alliance of Rouge Communities

DATE: _____



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

2024 BUDGET AMENDMENT: Finance Committee Amendment FC3

REQUEST DATE: May 17, 2024

LINE ITEM: WC Parks Amenities – Riverview (ARC Quickbooks account 606672)

COMMITTEE MAKING REQUEST: Finance Committee

BACKGROUND:

The ARC was awarded a grant for the ROUGE RIVER AOC HABITAT RESTORATION –WC Parkland from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL - 00E02896. As stated in the ARC/WC IAA should Wayne County choose to construct Wayne County Park amenities at the same time, Wayne County Parks (WCP) would reimburse the ARC for that work. WCP had chosen to include Park Amenities as part of the construction contract between ARC and Anglin Civil, LLC. As part of that work the ARC has contracted for initial amenity work at the park associated with the proposed soccer field, west parking lot, and upgrades at the comfort station area. This amendment is to complete the work for the west parking lot and comfort station area by adding the necessary remaining construction contract line items. Additionally, WCP intends to add to the construction contract and complete work associated with the asphalt trail and boardwalk.

DESCRIPTION OF ANTICIPATED ACTIVITIES:

Description of activities are included in Attachment A

RATIONALE (including why needed):

The ARC continues to support Wayne County Parks as an ARC member, through our IAA, in updating WCP amenities at the habitat restoration sites under construction. This grant project addresses three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat: Degraded Fish and Wildlife Populations, Degradation of Benthos, Loss of Fish and Wildlife Habitat.

BUDGET (including how the amount requested was established):

This amendment will increase the budget for line-item WC Parks Amenities - Riverview, under the WCP PO #22470570, by \$1,479,292 from \$895,975 to \$2,375,268. This amendment will add \$2,263,618 to the 2024 budget and \$50,000 budgeted for 2025. This increased cost is broken down as follows: \$1,449,293 for construction and \$30,000 for engineering. The work associated with these WCP Amenities will be paid for with 100% Wayne County funds to the ARC.

PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:

Work will be completed by the ARC Staff working with Wayne County Parks.



*John O'Meara, P.E.
Executive Director*

Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.
Rochester Hills
Romulus
Schoolcraft College
Southfield
Troy
University of
Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County Airport
Authority
West Bloomfield Twp.
Westland
Wixom

May 14, 2024

Elizabeth Iszler, ASLA - Chief of Planning and Design
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

RE: ARC Habitat Restoration
Wayne County Parks Amenities Work - Levan Knoll (Riverview)

Dear Ms. Iszler:

The Alliance of Rouge Communities (ARC) is pleased to continue to support Wayne County Parks as an ARC member, through our IAA, in updating WCP amenities at the habitat restoration sites under construction. Currently, the ARC is constructing habitat restoration at Levan Knoll (Riverview) Park. As part of that work the ARC has contracted for initial amenity work at the park associated the proposed soccer field, west parking lot, and upgrades at the comfort station area.

The ARC, based on recent conversations with WCP, understands it is WCP's desire to complete the work for west parking lot and comfort station area by adding the necessary remaining construction contract line items. Additionally, WCP intends to additionally add to the construction contract and complete work associated with Alternative Bid #1 – Asphalt Trail and Boardwalk.

Therefore, the ARC is requesting for Riverview PO #22470570 be increased from \$895,975 by \$1,479,293 to \$2,375,268 in order to contract the work. This increased cost is broken down as follows:

- \$225,311- Balance to complete current work at west parking and comfort station area
- \$1,223,982 - Alt 1 Bid
- \$30,000 - engineering

The ARC has reviewed the construction bids documents with WCP and WCP has approved for the construction cost reference. The ARC will use its engineering firm with support from their sub, Johnson Hill Land Ethics Studio (JHLE), currently working on the project for engineering support.

Cooperating Partners:

*Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority
The Henry Ford*

A 501(c)(3) Organization – www.allianceofrougecommunities.com

46036 Michigan Ave., Suite 126, Canton, MI 48188 – Ph: 734-768-2180 – Email: info@allianceofrougecommunities.com

Elizabeth Iszler, ASLA - Chief of Planning and Design
Wayne County Parks
May 14, 2024
Page 2

The ARC appreciates continuing to work with Wayne County Parks on opportunities to provide restoration and upgrades to ARC communities. Should you have any questions please feel free to contact the undersigned.

Sincerely,

Alliance of Rouge Communities

A handwritten signature in blue ink, appearing to read "John O'Meara", with a long horizontal flourish extending to the right.

John O'Meara, PE
Executive Director

A handwritten signature in blue ink, appearing to read "Alice A Bailey", with a long horizontal flourish extending to the right.

Alice Bailey, PE
Principal Engineer/ARC Staff

ALLIANCE OF ROUGE COMMUNITIES

RIVERVIEW PARK – PARK AMENITY PROJECT – REFERENCE PARK AMENITY SPECIFICATIONS

BID ALTERNATE NO. 1 – ASPHALT TRAIL AND BOARDWALK (see attached)		\$ 1,223,982
BID ALTERNATE NO. 2 – WEST PARKING LOT (additional)	\$ 52,275	
BID ALTERNATE NO. 3 – COMFORT STATION IMPROVEMENTS (additional)	\$ 173,036	
	\$ 225,311	\$ 225,311
TOTAL WC PARK AMENITIES		\$ 1,449,293

ItemNo.	Description	Unit	Qty	Bid Unit Price	Item Cost
BID ALTERNATE NO. 2 (additional) – WEST PARKING LOT					
A2-16	Parking Lot Bioretention Area	SF	1858	\$ 15.00	\$ 27,870
A2-17	Parking Lot Bioretention Drainage F	SF	44	\$ 64.00	\$ 2,816
A2-18	Parking Lot Bioretention Overflow	EA	1	\$ 3,900.00	\$ 3,900
A2-19	General Turf Seeding	SY	726	\$ 3.00	\$ 2,178
A2-20	Log Edging	LF	167	\$ 33.00	\$ 5,511
A2-21	Site Restoration	LS	1	\$ 7,500.00	\$ 7,500
A2-22	As-Built Survey and Drawings	LS	1	\$ 2,500.00	\$ 2,500
Total Alt 2					\$ 52,275

BID ALTERNATE NO. 3 (additional)– COMFORT STATION IMPROVEMENTS

A3-12	Parking Lot Asphalt	SF	7355	\$ 5.00	\$ 36,775
A3-13	Parking Lot Striping	LS	1	\$ 1,250.00	\$ 1,250
A3-22	General Turf Seeding	SY	2264	\$ 3.00	\$ 6,792
A3-23	Trees 2.5" cal.	EA	11	\$ 573.00	\$ 6,303
A3-24	Ornamental Grasses - #1 cont.	EA	120	\$ 43.00	\$ 5,160
A3-25	Bike Hoops	EA	4	\$ 1,900.00	\$ 7,600
A3-26	Grills	EA	1	\$ 1,139.00	\$ 1,139
A3-27	Live Stakes	EA	12	\$ 25.00	\$ 300
A3-28	Site Restoration	LS	1	\$ 10,000.00	\$ 10,000
A3-29	As-Built Survey and Drawings	LS	1	\$ 2,500.00	\$ 2,500
A3-30	Commercial Drive Approach	SF	2393	\$ 21.00	\$ 50,253
A3-31	General Turf Seeding 1400 SYD \$ 2	SYD	1400	\$ 2.71	\$ 3,794
A3-32	Woodland Turf Seeding 1100 SYD	SYD	1100	\$ 2.50	\$ 2,750
A3-33	Asphalt Demolition 1 LS \$ 500.00	LS	1	\$ 500.00	\$ 500
A3-40	Trail Signs 1 LS \$ 1,100.00	LS	1	\$ 1,100.00	\$ 1,100
A3-35	Log Edging 670 LF \$ 33.00	LF	670	\$ 33.00	\$ 22,110
A3-36	Allowance- Unforeseen Conditions	LS	1	\$ 14,710.00	\$ 14,710
Total Alt 3					\$ 173,036

A0-29	Bike Hoops	EA	4	1,900 ⁰⁰	7,600 ⁰⁰
A0-30	Wood Fence	LF	180	250 ⁰⁰	45,000 ⁰⁰
A0-31	Boulders - Salvaged	EA	50	85 ⁰⁰	4,250 ⁰⁰
A0-32	Boulders - New	EA	50	229 ⁰⁰	11,450 ⁰⁰
A0-33	Habitat Signs	EA	50	215 ⁰⁰	10,750 ⁰⁰
A0-34	Live Stakes	EA	66	25 ⁰⁰	1,650 ⁰⁰
A0-35	Site Restoration	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
A0-36	As-Built Survey and Drawings	LS	1	6,250 ⁰⁰	6,250 ⁰⁰
A0-37	Commercial Drive Approach	SF	1,354	21 ⁰⁰	28,434 ⁰⁰
A0-38	Allowance- Unforeseen Conditions	LS	1	\$ 100,000.00	\$ 100,000.00

Total Alternate No. 0 Bid: \$ 1,220,125²⁵
(figures)

ONE MILLION TWO HUNDRED TWENTY THOUSAND ONE HUNDRED TWENTY FIVE²⁵/₁₀₀
(words)

By signing and submitting, the undersigned has read and agreed to the provisions in the contract documents and the additional highlighted requirements below.

Item No.	Description	Unit	Qty	Bid Unit Price	Item Cost
RIVERVIEW PARK – PARK AMENITY PROJECT – REFERENCE PARK AMENITY SPECIFICATIONS					
BID ALTERNATE NO. 1 – ASPHALT TRAIL AND BOARDWALK					
A1-1	Mobilization	LS	1	50,000	50,000 ⁰⁰
A1-2	Construction Staking/Surveying	LS	1	2,500 ⁰⁰	2,500 ⁻
A1-3	Site Access and Staging	LS	1	1,250 ⁰⁰	1,250 ⁻
A1-4	Traffic Control	LS	1	1,250 ⁻	1,250 ⁻
A1-5	Soil Erosion and Sedimentation Control	LS	1	15,000 ⁻	15,000 ⁻
A1-6	Asphalt Demolition	SY	58	33 ⁰⁰	1,914 ⁻
A1-7	Woodland Clearing	AC	0.47	34,375 ⁰⁰	16,156 ²⁵

A1-8	Turf Demolition	AC	0.56	12,800 ⁰⁰	7,168 ⁰⁰
A1-9	Tree Removals 6-12" DBH	EA	24	750 ⁰⁰	18,000 ⁰⁰
A1-10	Tree Removals 12"+ DBH	EA	21	1,250 ⁰⁰	26,250 ⁰⁰
A1-11	Trail Signs	LS	1	1,600 ⁰⁰	1,600 ⁰⁰
A1-12	10'-0" Wide Asphalt Trail	LF	1,770	80 ⁰⁰	141,600 ⁰⁰
A1-13	Sheet Pile Retaining Wall at Asphalt Trail	LF	132	250 ⁰⁰	33,000 ⁰⁰
A1-14	Sheet Pile Retaining Wall (Stand Alone)	LF	53	250 ⁰⁰	13,250 ⁰⁰
A1-15	Boardwalk	LF	754	1,000 ⁰⁰	754,000 ⁰⁰
A1-16	Grading	LS	1	55,000 ⁰⁰	55,000 ⁰⁰
A1-17	General Turf Seeding	SY	2,827	3 ⁰⁰	8,481 ⁰⁰
A1-18	Woodland Seeding	SY	1,477	3 ⁰⁰	4,431 ⁰⁰
A1-19	Log Edging	LF	812	33 ⁰⁰	26,796 ⁰⁰
A1-20	Trees 10 gal.	EA	85	431 ⁰⁰	36,635 ⁰⁰
A1-21	Live Stakes	EA	88	25 ⁰⁰	2,200 ⁰⁰
A1-22	Site Restoration	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
A1-23	As-Built Survey and Drawings	LS	1	2,500 ⁰⁰	2,500 ⁰⁰

Total Alternate No. 1 Bid:

\$ 1,223,981²⁵
(figures)

ONE Million Two Hundred Twenty Three Thousand Nine Hundred Eighty One ²⁵/₁₀₀
(words)

By signing and submitting, the undersigned has read and agreed to the provisions in the contract documents and the additional highlighted requirements below.

Item No.	Description	Unit	Qty	Bid Unit Price	Item Cost
RIVERVIEW PARK – PARK AMENITY PROJECT – REFERENCE PARK AMENITY SPECIFICATIONS					
BID ALTERNATE NO. 2 – WEST PARKING LOT					
A2-1	Mobilization	LS	1	\$ 9,000 ⁰⁰	\$ 9,000 ⁰⁰

DATE OF ISSUANCE 05/14/24

EFFECTIVE DATE 6/1/24

Owner: Alliance of Rouge Communities
 Contractor: Anglin Civil, LLC
 Engineer: Environmental Consulting & Technology, Inc.

Project: Rouge River AOC Habitat Restoration – Riverview Park Levan Knoll
 Focus: Wayne County Parks (WCP) Riverview additional amenities

Make the following changes in the Contract Documents:

Background

The ARC, based on conversations with WCP, understands it is WCP's desire to add to the construction contract and complete additional work associated with park amenities at Riverview. This work in general with the parking lot, paths, and dock. Actual items are detailed in the Contractor's revised bid that WCP approved. All WCP amenities plan sheets and specs associated with the revised site amenities work that were part of the bid documents are now officially part of the contract documents.

Cost

The total contract amount currently is \$2,683,390. With the ARC habitat portion being \$1,787,415 and the Wayne County Parks amenities portion being \$895,975. With the addition of the additional WCP amenities work to the contract the overall contract will increase by \$1,479,293 to \$4,162,683. With the ARC habitat portion being \$1,787,415 and the Wayne County Parks amenities portion being \$2,375,268.

The \$1,479,293 is based on the following:

- \$225,311- Balance to complete current work at west parking and comfort station area
- \$1,223,982 - Alt 1 Bid. With \$60k of the path money still "included" that is currently being done under the habitat work. This will allow some buffer as all the unforeseen has been used under the existing amenity work.

WCP will pay the ARC first for any amenities work the contract request payment on before the ARC will pay the contractor. Add contract line items as included in the Riverview Amenities bid summary (Anglin Civil, LLC) attached.

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$2,683,390
\$1,787,415 (Habitat)
\$895,975 (WCP Amenities)
Net increase (decrease) from previous Change Orders \$0-

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Habitat Substantial Completion: December 15, 2023
Habitat Intermediate Completion: June 1, 2024
Habitat Final Completion: October 15, 2024
Amenity Substantial Completion: June 15, 2024
Amenity Final Completion: August 15, 2024
Net change from previous Change Orders:
Substantial Completion: none
Intermediate Completion: none
Final Completion: none

Contract Price prior to this Change Order: \$2,683,390 \$1,787,415 (Habitat) \$895,975 (WCP Amenities)
Net increase (decrease) of this Change Order: \$1,479,293 \$-0- (Habitat) \$1,479,293 (WCP Amenities)
Contract Price with all approved Change Orders: \$4,162,683 Total \$1,787,415 (Habitat) \$2,375,268 (WCP Amenities)

Contract Times prior to this Change Order: Habitat Substantial Completion: December 15, 2023 Habitat Intermediate Completion: June 1, 2024 Habitat Final Completion: October 15, 2024 Amenity Substantial Completion: June 15, 2024 Amenity Final Completion: August 15, 2024
Net increase (decrease) this Change Order: Habitat Substantial Completion: None Habitat Intermediate Completion: None Habitat Final Completion: None Amenity Substantial Completion: October 1, 2024 Amenity Final Completion: December 31, 2024
Net increase (decrease) this Change Order: Habitat Substantial Completion: None Habitat Intermediate Completion: None Habitat Final Completion: None Amenity Substantial Completion: October 1, 2024 Amenity Final Completion: December 31, 2024

ACCEPTED BY: _____
Anglin Civil. LLC

DATE: _____

APPROVED BY: 
Environmental Consulting & Technology, Inc.
(as agent for Alliance of Rouge Communities)

DATE: 5/14/24

APPROVED BY: _____
Wayne County Parks (property owner)

DATE: _____

APPROVED BY: _____
Alliance of Rouge Communities

DATE: _____

RESOLUTION

No. 2021-698

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 21st day of October, 2021 that approval be, and is hereby, granted authorizing a Wayne County Parks Habitat Restoration agreement between the Charter County of Wayne and the Alliance of Rouge Communities (of Canton Township) for the purpose of securing the rights and obligations of the Parties with respect to fiduciary duties and administrative duties, and coordination and management of all terms and agreements with the U.S. Environmental Protection Agency Grant and Grant Conditions, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from October 21, 2021 and will remain in full force and effect through the completion of the Grant Projects and/or after the final audit and final resolution of any issues related thereto as described within 40 CFR §104.1, et seq., or any approved Grant extension, or December 31, 2027, whichever occurs earlier; and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned Wayne County Parks Habitat Restoration agreement on behalf of the Charter County of Wayne.

[Wayne County Parks Habitat Restoration Agreement on File]

(2021-60-064)

**WAYNE COUNTY PARKS HABITAT RESTORATION
AGREEMENT
BETWEEN THE ALLIANCE OF ROUGE COMMUNITIES AND
THE COUNTY OF WAYNE, MICHIGAN**

THIS AGREEMENT is entered into this ____ day of _____ 2021, between the Alliance of Rouge Communities, a Michigan non-profit corporation with an address of 46036 Michigan Avenue, Canton, MI 48188 (hereinafter the "ARC") and County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County"). The ARC and County will be referred to hereinafter collectively as the "Parties".

RECITALS

WHEREAS, the County is the fee simple owner of the park lands which it desires to improve in order to enhance the habitat value, public education, and recreational opportunities there; and

WHEREAS, the purpose of the ARC is to provide an institutional mechanism to encourage watershed-wide cooperation and mutual support to meet water quality permit requirements and to restore beneficial uses of the Rouge River to the area residents; and

WHEREAS, the Parties both understand the need and value of habitat restoration of the Rouge River Area of Concern (AOC), cooperated in the development of the Rouge River AOC Habitat Restoration List which includes Habitat Restoration Projects in the County's parkland; and

WHEREAS, the ARC is the recipient of, and is responsible for the administration of, certain federal USEPA grant funds referred to as Rouge River AOC Habitat Restoration Implementation - Wayne County Parkland Grant # GL- 00E02896, CFDA # 66.469 for Riverview/Levan Knoll, Sherwood Park, Bell Creek Park, Lola Valley Park, and Lower Rouge River parkland ("WC 5 Parks Sites"); and

WHEREAS, the ARC is the recipient of, and is responsible for the administration of, certain federal United States Environmental Protection Agency ("USEPA") Great Lakes Restoration Initiative (GLRI) grant funds referred to as Rouge River AOC Habitat - Colonial & Venoy Restoration Grant # GL- 00E02830, CFDA # 66.469 ("Grant") for Colonial Park and Venoy Park ("Colonial & Venoy"); and

WHEREAS, it is anticipated that the ARC will be the recipient of, and is responsible for the administration of additional federal USEPA GLRI grant funds CFDA # 66.469 to complete

the additional Rouge River AOC Habitat Restoration Project within the County's parkland at Phoenix Lake, Wilcox Lake, Inkster Park, Perrin Park, Wallaceville West, Merriman Hollow, and various grow zones; and

WHEREAS, the United States Environmental Protection Agency ("USEPA") has established grant conditions and regulations that require the ARC to comply with certain contract administration provisions found in Attachment A of this Agreement ("Grant Conditions"); and

WHEREAS, the USEPA will administer the Grant and Grant Conditions to ensure that the Grant be used in accordance with the requirements of the law; and

WHEREAS, the Parties have agreed to follow certain administrative procedures and cooperate on the various tasks to be undertaken in order for the ARC to comply with the Grant's requirements and objectives and the County and Rouge River and the citizens to receive the benefit of the restored/created habitat; and

WHEREAS, the Parties agree to cooperate in the execution of the abovementioned projects ("Projects" or "Grant Projects").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the Parties hereby agree as follows:

ARTICLE I PURPOSE

1.1 This Agreement is made for the purpose of securing the rights and obligations of the Parties with respect to fiduciary duties and administrative duties, and coordination and management of all terms and agreements with USEPA Grant and Grant Conditions, including responsibility for the acceptance of grant funds, contract bidding and award, administration of construction, and disbursement of grant funds secured for design and construction, and disbursement of grant funds secured for construction in accordance with the terms and objectives of the grant.

1.2 The Parties acknowledge that completion of the Rouge River AOC Habitat Restoration Projects within the County's parkland is contingent upon the cooperation of the Parties.

ARTICLE II SCOPE OF PROJECT

2.1 The Parties have cooperated in the design of restoration at WC 5 Parks Sites and ARC

has chosen to use the construction contract documents used by the County for other Rouge River habitat construction projects, as modified by the ARC for its agreement with its construction contractor, and the Parties agree to cooperate with the other in the implementation of the grant Projects listed in Attachment B.

2.2 The Parties have cooperated in the design of restoration at Colonial and Venoy and ARC has chosen to use the construction contract documents used by the County for other Rouge River habitat construction projects, as modified by the ARC for its agreement with its construction contractor, and the Parties agree to cooperate with the other in the implementation of the grant Projects listed in Attachment C.

2.3 The Parties agree to cooperate with the other in the design and implementation of the additional Rouge River AOC Habitat Restoration Grant Projects: Phoenix Lake, Wilcox Lake, Inkster Park, Perrin Park, Wallaceville West, Merriman Hallow, and various grow zones outlined in Attachment D.

The Rouge River Habitat Restoration Grant Projects referenced above in Sections 2.1, 2.2 and 2.3 are each hereinafter referred to as a “Project” and collectively as the “Projects”.

2.4 The ARC will procure construction contractor services in accordance with the bid and construction contract documents developed (subject to review and approval from the County on requirements, contract provisions and permitting) and all applicable Grant provisions. The ARC Staff (as defined below) will coordinate with the County to assure incorporation of any Wayne County specific applicable bid and contract provisions and design standards.

2.5 The construction contract will be executed between the selected contractor(s) and the ARC. The ARC previously selected and entered into a contract with Environmental Consulting & Technology, Inc., a Delaware corporation (“ECT”) and its affiliate, ECT Engineering, LLC, a Delaware limited liability company (“ECT Engineering”) as its staff (ECT, together with ECT Engineering are the “ARC Staff”). Periodic payment requests from the contractor will be submitted to the ARC and reviewed and approved by the County and the ARC prior to payment.

2.6 The ARC Staff will provide periodic construction oversight services during the construction process, subject to the review and input of the County. Any change to the construction contract documents will be subject to input, review, and approval by the County. Oversight or on-site inspection performed by the County will be covered at its own expense and not covered by Grant funds.

ARTICLE III TERM OF CONTRACT

3.1 The term of this Agreement begins upon approval by the Wayne County Commission and will remain in full force and effect through the completion of the Grant Projects and/or after the final audit and final resolution of any issues related thereto as described within 40 CFR §104.1, et seq, or any approved Grant extension, or December 31, 2027, whichever occurs earlier.

3.2 If at any time ARC has reason to anticipate that the Projects will not be completed by the earliest required date under any of the grants, ARC will immediately advise the County, and County will assist the ARC in obtaining extensions on the grant agreement(s), revising the Projects' scope, amending, in writing, the terms of this Agreement, or, at ARC's or County's option, terminating this Agreement.

ARTICLE IV FINANCIAL PROVISIONS

4.1 The Parties understand and agree that all work associated with completion of the Rouge River AOC Habitat Restoration Projects within County parkland ("Grant Work") is and will be paid for by GLRI Grant funds from USEPA to the ARC. Therefore, the ARC will pay for of all engineering and construction activities associated with the Projects through and with the grant funds provided by USEPA. This includes administering the contracts including making payments to the construction contractors directly.

4.2 There are no match requirements for the work associated with the USEPA GLRI Grant awarded to the ARC. Therefore, the Parties will not be required to provide any match specific to the Rouge River AOC Habitat Restoration Projects.

4.3 The ARC, working with the County has developed realistic budgets commensurate with needs of the WC 5 Parks Projects. Budget figures are based upon the conceptual designs developed by the Parties for the WC 5 Parks. The total amount of the grant for construction is \$3,690,250. The detailed estimated construction budget is contained in Attachment B and will be considered an approximation based on the best information available at the time of this Agreement. The ARC will provide funds available from the Grant (GL- 00E02896) to fund the approved, allowed, and eligible costs within the jointly developed construction contract documents. The estimated distribution of the grant provided to EPA is:

- | | |
|------------------------------|-----------|
| • Construction – Lower Rouge | \$739,500 |
| • Construction – Sherwood | \$302,000 |
| • Construction – Bell Creek | \$387,500 |
| • Construction – Lola Valley | \$604,000 |

- Construction – Riverview \$1,657,250

4.4 The ARC, working with the County, has developed realistic budgets commensurate with needs of the Colonial and Venoy projects. Budget figures are based upon the conceptual designs developed by the Parties for Colonial and Venoy. The total amount of the grant for construction is \$1,528,500. The detailed estimated construction budget is contained in Attachment C and will be considered an approximation based on the best information available at the time of this Agreement. The ARC will provide funds available from the Grant (GL- 00E02830) to fund the approved, allowed, and eligible costs within the jointly developed construction contract documents. The estimated distribution of the grant provided to EPA is:

- Construction – Colonial Park \$796,000
- Construction – Venoy Park \$732,500

4.5 The ARC, working with the County, has developed initial budgets estimates for the additional Rouge River AOC Habitat Restoration Grant Projects. Budget figures will be analyzed, revised, and accepted by the ARC and the County prior to additional grant submission and prior to physical construction. The ARC will provide funds available from the additional grants (listed in Attachment D) to fund the approved, allowed, and eligible costs within the jointly developed construction contract documents. The estimated distribution of future grant funds for construction of Rouge River AOC Habitat Restoration is:

- Construction – Wilcox Lake \$2,350,000
- Construction – Phoenix Lake \$1,000,000
- Construction – Inkster Park \$800,000
- Construction – Merriman Hallow \$200,000
- Construction – Wallaceville \$200,000
- Construction – Perrin Park \$700,000
- Construction – Grow Zones \$600,000

4.6 The Parties hereto acknowledge that the Bid for construction costs developed by the Parties may exceed the estimated Project construction costs as set forth in the current and anticipated grants, and the Parties hereto agree that in such case, the Parties will cooperate to address any exceedance through the following mechanisms:

- Transfer of Grant dollars between the Projects within the same grant funding, if funding is available from any unused portion
- Request additional funding for the Project from USEPA through an amendment increase to the Grants
- Revising the activities to meet the budget but within the Grants scope
- Requesting a scope change from USEPA through an amendment to the Grants
- Closing out of the Project and returning any unused grant funds as may be required under

the grant agreements applicable to the Project in question

4.7 The County understands that the ARC has no funds other than the Grant funds to pay for the Project costs. All costs for activities pursued and approved by the County in addition to the Grant Work will be the responsibility of the County.

4.8 The County may choose, if none of the aforementioned remedies are available, to continue with the full scope and cost and would be responsible for any costs exceeding the total amount of available Grant dollars available for the work.

4.9 The County may choose to add additional items to the Projects beyond the work required for the Habitat Restoration Grants, such as park amenities. These items will be paid for solely by the County should they choose to include them in the construction work.

4.10 The ARC must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The ARC must keep the records according to generally accepted accounting practices and in accordance with the requirements of federal and state regulations for a minimum of seven (7) years after the Agreement's termination and completion. The ARC must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Agreement, and for this Agreement, for a period of seven (7) years after the Agreement's termination and completion.

4.11 The County and the Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the ARC, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the ARC. The ARC must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with any subcontractor, a consultant or agent whose services will be charged directly or indirectly to the County.

4.12 The ARC agrees that representatives of the County are entitled to make periodic inspections to ascertain that the ARC is properly performing the services. The inspections may be made at any time during normal business hours of the ARC. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the ARC, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the ARC, in writing. The ARC agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County, or within such other time frame as agreed upon by a duly authorized representatives of the County and the ARC. Notwithstanding anything in this Agreement or the construction

contract documents, the parties acknowledge and agree that any oversight, monitoring, inspections and/or evaluations performed by the County shall not diminish or relieve in any way the liability of the ARC for any of its duties and responsibilities under this Agreement or the construction contract documents, nor shall the performance of such actions by the County subject it to any liability as a result thereof.

4.13 The Parties will cooperate with and assist each other with respect to federal or state audit review related to the use of Grant funds. This cooperation shall include preservation of the necessary documentation and access to the records for the Projects until federal and/or state audit resolution processes have been completed and notification of records disposal has been received by the ARC. The Parties will cooperate with each other with respect to evaluating audit findings of this Agreement.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement is to be funded with funds from the USEPA. The County will not enter into any agreements with either the United States or any of its departments, agencies, or employees, which are or will be a party to this Agreement or any lower tier sub-agreement for monies related to this specific Project, to the extent those specific Project costs are funded by USEPA; provided however, that the County will not be prohibited from entering into any agreements for monies related to the park Projects upon a termination of this Agreement in accordance with Article VIII, Article XII or Article XIII of this Agreement.

5.2 If the County secures any interest in lands, including easements, these acquisitions shall be in accordance with the County's own regulations and at the County's own expense.

5.3 ARC acknowledges and agrees that it is responsible for carrying out all duties and responsibilities as required by the various grant agreements.

5.4 ARC will appoint a project supervisor to oversee the Projects, including but not limited to acceptance of grant funds, performance of engineering, and arrange for construction engineering, performing competitive bidding using approved plans and specifications, award and administration of the contract between ARC and the construction contractor, compliance with grant agreements, disbursement of funds and maintaining all records.

5.5 The Parties agree to cooperate with each other in the development of the designs, construction contract documents, and construction related to the USEPA Grants for Rouge River AOC Habitat Restoration Projects within County parkland.

5.6 The ARC will inform County as soon as the following types of conditions become known:

- a) Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Project site;
- b) Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- c) Any changes or modifications in appropriations and funding for the Projects.

5.7 The County will make available to the ARC any of County's relevant records concerning the Projects' area, which may be identified and requested, to include all information for their utilities (i.e., As-Builts).

5.8 The Parties agree to use Wayne County standards for all Projects. This includes requiring that contracts provide satisfactory proof of insurance coverage and will also require construction contractor to provide performance and payment bonds in the full amount of the Project cost and a maintenance and guarantee bond as acceptable to the County. All policies of insurance and bonds shall name the County as an additional insured or beneficiary, as applicable.

5.9 The Wayne County Permit Office will provide permit plan review at no cost to the ARC and permit monitoring cost will be paid by the construction contractors selected to perform work under the construction contract documents.

5.10 The Parties will cooperate with each other in providing access to the County parkland sites and assist the retained contractor or consultants in obtaining necessary site information, permits, including the United States Army Corps of Engineers, the Michigan Department of Environment, Great Lakes, & Energy and Wayne County Permits.

5.11 The County will execute permits with the Michigan Department of Environment, Great Lakes and Energy as necessary to further the Projects and allow ARC to carry out its responsibilities as required by the various grant agreements.

5.12 The Parties will cooperate with each other to ensure timely completion of the tasks undertaken as part of the Projects.

5.13 The Parties will cooperate with each other to ensure the work performed by the selected contractors meets the construction documents as bid, or if required, as amended. ARC Staff will review the Project and advise the County on compliance with the grant metrics outlined in the agreement. The County agrees that the grant metrics are the primary objective of the construction work and if the Projects are not meeting the grant metrics, the County, with

cooperation from the ARC, will take the responsible lead for taking the necessary corrective measures such as use of the Contractor's construction bonds, filing insurance claims, mediation, and/or litigation.

5.14 The County will operate and maintain the Projects developed under the Grants for its designated purpose and habitat and in accordance with the terms of the USEPA GLRI funding agreements that made the Projects possible. Other facilities that may be developed in conjunction with the USEPA GLRI Habitat Grants will operate and maintain for public recreational and educational purposes only. The County will allow the Project facilities to be open to the public on equal and reasonable terms and that no individual will be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.15 The ownership of any facilities and/or infrastructure constructed and/or improved under this Agreement will remain with the County.

5.16 It is expressly understood and agreed by and between the Parties that this Agreement shall not be construed to impose any obligation upon the ARC with regard to the subsequent performance or operation or maintenance of the constructed facilities, subject to Section 5.8 of this Agreement.

5.17 ARC agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project.

5.18 The relationship of the ARC to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The ARC agrees to indemnify, defend, and hold the County harmless against any claim based in whole or in part on an allegation that the ARC or any of its agents, employees or subcontractors qualify as employees of the County, and against any related costs or expenses, including but not limited to legal fees and defense costs.

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

5.20 At the conclusion of the Project or earlier termination, the ARC will deliver to the County, for its ownership and continued use, copies of the work products developed under this Agreement, including but not limited to, all reports, design drawings and specification, and any subsequent modifications.

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

5.22 The County shall be provided with a copy of the source code and script for any programs provided which are critical to the operation and maintenance of the Projects.

5.23 Any computer services or products requiring the use of pre-existing or proprietary computer programs or software of the ARC or provided to the ARC shall, upon request, be provided for the County's use in effecting completion of the specific objectives of this Agreement and for use by the County in operating and maintaining related facilities during their useful life.

5.24 Notwithstanding any other provisions of this Agreement between the ARC and the County, all of the ARC's pre-existing or proprietary computer programs or software developed by the ARC outside of this Agreement shall remain exclusive property of the ARC.

5.25 Notwithstanding any other provisions of this Agreement between the ARC and the County, the parties agree that any rights of the "Owner" in the construction contract documents that may be exercised at Owner's option shall be exercised upon the request of the County, and the ARC shall not waive or choose to not exercise any such rights without the prior written consent of the County.

5.26 The ARC agrees that it shall provide notice to the County of any written notice(s) it receives from the contractor or sends to the contractor under the construction contract documents, and the parties acknowledge and agree that the receipt of such notice by the County shall not subject the County to any liability or duty as a result thereof.

5.27 The ARC shall include provisions in its construction contract with its contractor making the County a third-party beneficiary of the construction contract, entitling the County to the rights and benefits given to the ARC under the construction contract and the right to file claims under the contractor's bonds and to sue upon and enforce the construction contract as if it were a party to the construction contract.

ARTICLE VI WAIVER OF BREACH

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

ARTICLE VII LIABILITY/HOLD HARMLESS

7.1 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the ARC or breach of any term, condition or provision of this Agreement will be the sole responsibility of the ARC and not the responsibility of the County. Nothing herein will be construed as a waiver of any governmental immunity the ARC, its agencies, or employees have as provided by statute, as modified by court decisions. Except for claims arising from activities that a court of competent jurisdiction has determined are due to the sole gross negligence of the County, to the greatest extent permitted by law, the ARC agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, fines and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County and which arise out of or relate to this Agreement, breach by the ARC under this Agreement, the ARC's use of the Grant funds, the activities conducted pursuant to this Agreement, or because of any of the following occurring during the term of this Agreement:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the ARC or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the ARC now existing, or to be created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the ARC, or any of its employees, contractors or agents, implied or stated, to perform its obligations either implied or expressed under this Agreement.

7.2 Nothing herein will be construed as a waiver of any governmental immunity the County, its agencies or employees have as provided by statute, as modified by court decisions.

7.3 The ARC agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees and contractors of the ARC use in

performing this Agreement. The ARC must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees and contractors pursuant to the performance of the ARC under this Agreement.

7.4 Nothing in this Article shall be deemed to relieve the ARC of its duty to defend the County, as specified, pending a determination of the respective liabilities of the ARC and the County, by legal proceeding or agreement. The County shall cooperate with the ARC in the defense against the suit. In no event shall the ARC make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

7.5 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

7.6 The provisions of Article VII shall survive the expiration or any termination of this Agreement.

ARTICLE VIII TERMINATION

8.1 This Agreement may be terminated in whole or in part in writing by the ARC for its convenience and/or if the County does not remain a Member in good standing (if eligible) or Cooperating Partner of the Alliance of Rouge Communities, for any reason for the duration of this Agreement. The County must be given: (1) not less than ninety (90) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the ARC prior to termination.

8.2 This Agreement may be terminated in whole or in part in writing by the County for its convenience. The ARC must be given: (1) not less than sixty (60) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the County prior to termination.

8.3 In the event that this Agreement is terminated after commencement of construction the County will cooperate and assist the ARC in returning any unused funds as prescribed under any of the grants agreements and the ARC shall be solely responsible for paying its contractor for work performed in accordance with its construction contract with its contractor.

8.4 Upon receipt of a termination notice pursuant to the paragraphs above, ARC will: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may be accumulated by the ARC in performing this Agreement, whether completed or in process.

8.5 Upon termination pursuant to sections 8.1 or 8.2, above, the County may take over the work and prosecute the same to completion by agreement with another party or otherwise.

ARTICLE IX INSURANCE AND BONDS

9.1 ARC shall require that all contractor/consultants undertaking work on the Project provide insurance coverage in said amounts as set forth in attached Attachment E.

9.2 ARC shall require the construction contractors to provide performance and payment bonds in the full amount of the Projects' cost and a maintenance and guarantee bond as acceptable to the County.

9.3 All insurance and bonds shall name the County as an additional insured or beneficiary, as applicable.

ARTICLE X COMPLIANCE WITH LAWS

10.1 Each party must comply with and must require its employees, agents and contractors or subcontractors to comply with all applicable laws and regulations.

10.2 The ARC will ensure that the Projects are constructed and developed according to applicable local, state and federal laws.

ARTICLE XI AMENDMENTS

11.1 No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the ARC Executive Committee and the Wayne County Commission.

ARTICLE XII NONDISCRIMINATION PRACTICES

12.1 The ARC and the County will require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- a) Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et seq.) and the

United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.

- b) The Age Discrimination Act of 1985 (42 U.S.C. § 6101-07).
- c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- d) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and its associated regulations.
- e) The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- f) The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

12.2 All contractors, subcontractors, consultants and agents retained by ARC to perform work related to this Agreement will not:

- a) Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employments because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- b) Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- c) Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- d) Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. ARC also will not make or keep a record of that information or disclose such information.
- e) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap or sex.

12.3 ARC agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the

contractor, subcontractor, consultant, or agent.

12.4 All contractors, subcontractors, consultants and agents retained by ARC to perform work related to this Agreement will not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the ARC that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon ARC.

12.5 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

12.6 ARC acknowledges the right of the County to sue to enforce the provisions in this Article.

12.7 If ARC or any of its contractors, subcontractors, consultants, or agents do not comply with the non-discrimination provisions of this Agreement, the County may impose reasonable sanctions, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

12.8 In the event that ARC is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law will apply and this Agreement will be interpreted and enforced accordingly. In accordance with 1976 P.A. 453, ARC covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

ARTICLE XIII ETHICS IN CONTRACTING

13.1 The ARC must comply with Article 12 of Chapter 120 of the Wayne County code governing "Ethics in Public Contracting."

13.2 The ARC's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Agreement,

sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Agreement as of the date of termination.

13.3 If the County determines that the ARC has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the ARC and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

13.4 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the ARC knowingly collaborates in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Agreement and require the ARC to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Agreement compensation;
- B. Debar or suspend the ARC from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

13.5 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the ARC. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

ARTICLE XIV NOTICES

14.1 All notices, consents, approvals, requests and other communications ("Notices") given under this Agreement must be signed by an authorized representative of the sending party and mailed by first-class mail, except that termination notices, change of address notices and other notices of a legal nature must be sent by registered or certified mail, postage prepaid, return receipt requested.

If to the ARC: Attn: ARC Chair

Alliance of Rouge Communities
46036 Michigan Avenue
Canton, MI 48188

If to the County: Director, Environmental Services Division
Wayne County Department of Public Services
3600 Commerce Court
Wayne, MI 48184

AND:

Noel Mullett, Jr.
Wayne County Department of Public Services
Environmental Services Division
3600 Commerce Court
Wayne, MI 48184
E-Mail: nmullett@waynecounty.com
Phone: (734) 326-4486

AND:

James W. Heath, Corporation Counsel
Wayne County Department of Corporation Counsel
500 Griswold, 30th Floor
Detroit, MI 48226

ARTICLE XV MERGER CLAUSE

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

15.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

ARTICLE XVI JURISDICTION AND LAW

16.1 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of

this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United State District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

ARTICLE XVII MISCELLANEOUS

17.1 It is mutually understood and agreed that neither of the parties hereto will be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

17.2 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

17.3 The term "ARC" means the Alliance of Rouge Communities and all associated local community members, and their subsidiary departments or divisions now existing or to be created, their agents and employees.

17.4 This Agreement must not be construed as a waiver of any governmental immunity the County, and the ARC and their respective agencies, or employees, has as provided by statute or modified by court decisions.

17.5 The County shall not be considered the drafter of this Agreement or the construction contract documents or any of its provisions for the purpose of any statute, the common law or rule of interpretation that would or might cause any provision of this Agreement or the construction contract documents to be construed against the drafter.

17.6 Each party acknowledges and agrees that he, she or it has been (or has had the opportunity to be) full advised by legal counsel of such party's own choice and fully understands the terms and conditions of this Agreement and the construction contract documents, and the meaning and import thereof, and that such party's execution of this Agreement is with the advice of such party's counsel (if obtained) and of such party's own free will and without relying upon the other party for advice or consultation.

17.7 This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns.

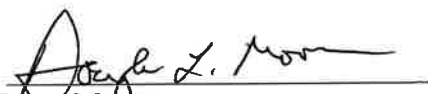
17.8 The ARC shall not assign this Agreement without the prior written consent of the County.

ARTICLE XVIII AUTHORIZATION AND CAPABILITY

18.1 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first above written.

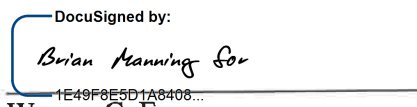
ALLIANCE OF ROUGE COMMUNITIES

By: 
Doug Moore

Its: Chairperson

Date: 8/12/21

CHARTER COUNTY OF WAYNE

By: 
Warren C. Evans

Its: Wayne County Executive

Date: 10/26/2021 | 1:50:59 PM EDT

ATTACHMENT A USEPA GRANT ADMINISTRATION PROVISIONS

EPA Grant Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): RTPFC-grants@epa.gov and kozak.kendra@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Region5closeouts@epa.gov and kozak.kendra@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: kozak.kendra@epa.gov and alsip.benjamin@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: alsip.benjamin@epa.gov

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time

extension request.

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of **\$250,000**, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds **\$250,000**.

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

Programmatic Conditions

A. Performance Reporting And Final Performance Report

In accordance with 2 CFR 200.328, the recipient agrees to submit performance reports that

include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30 and by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

- (a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.* , the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan II:
<https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>>, particularly:

#	Measure of Progress
2.2.1	Aquatic/terrestrial acreage controlled.
4.1.1 *	Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,

- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. **Final Report:** The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan II measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 90 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:
 - A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
 - Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

B. Cybersecurity Condition

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.
If the recipient's connections as defined above do not go through the Environmental Information

Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Signage

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the **Alliance of Rouge Communities** received financial support in the amount of \$ 4,222,090 from the EPA.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

Recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. Geospatial Data

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

K. Quality Assurance Project Plan

In accordance with 2 CFR 1500.11, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and

operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web Site:

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>

L. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at

<https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

M. Aggregated Project Grants

Recipient financial reports for Aggregated Project Grants must include an aggregated summary for the aggregated projects by budget object class. Programmatic progress reports shall include (i) a summary table displaying both the individual projects, by budget object class, and the aggregated total and (ii) discrete reports of progress for each individual project. The recipient shall enter information for Aggregated Project Grants into the Great Lakes Accountability System on a project basis. Recipients should not transfer funding between projects.

ATTACHMENT B

USEPA GREAT LAKES RESTORATION INITIATIVE (GLRI) GRANT ALLIANCE OF ROUGE COMMUNITIES (ARC) ROUGE RIVER AOC HABITAT RESTORATION IMPLEMENTATION- WAYNE COUNTY PARKLAND (GLRI Grant Number GL - 00E02896)

Wayne County Parkland 5 Sites: Riverview, Lola Valley, Sherwood, Bell Creek, Lower Rouge River
Project Duration: August 1, 2020 – December 31, 2023

Background

- Alliance of Rouge Communities purpose to provide an institutional mechanism to encourage watershed-wide cooperation and mutual support to restore beneficial uses of the Rouge River to the area residents. Wayne County has been a member of the ARC since its inception.
- The Rouge River watershed is a designated Area of Concern (AOC) under the Great Lakes Water Quality Agreement (GLWQA) and has three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat. The Rouge River Advisory Council (RRAC), the Public Advisory Council (PAC) for the Rouge AOC, finalized a list of projects, approved by Michigan Department of Environment, Great Lakes and Energy (EGLE) and US EPA, that need to be completed in order to remove the habitat BUIs. As part of that list, these 5 Wayne County Parks sites were considered as having significant impact on the removal of the BUIs.
- This USEPA grant is for the construction of the habitat restoration designs at the 5 Wayne County Park sites. Currently, the designs are being developed under another USEPA GLRI grant that the ARC and Wayne County are working on.

Anticipated Overall Restoration Outputs

- Total of 122 acres of habitat restored/created (includes 13.5 acres of invasive species control):
 - 14.5 acres of conversion from lawn to wet meadow
 - 6 acres of conversion from lawn to prairie
 - 2 acres of wetland reconnected to riparian wetland
 - 2 acres of wet meadow restored
 - 9.5 acres of riparian restored
 - 88 acres of forested riparian restored
- Eliminate 10 debris jams causing potential fish blockages and habitat degradation
- Create 10 fish habitat structures

Individual Park Restoration

- Lower Rouge River Habitat Restoration –will eliminate 10 debris jams causing fish blockages and habitat degradation, create 10 fish habitat structures, and improving 80 acres of riparian forest habitat
- Sherwood Park Habitat Restoration – will create or restore 7 acres of habitat area
- Bell Creek Park Habitat Restoration - will create or restore 9 acres of habitat area
- Lola Valley Park Habitat Restoration - will create or restore 13 acres of habitat area

- Riverview Park Habitat Restoration - will create or restore 13 acres of habitat area

SUMMARY OF INDIVIDUAL PARK HABITAT RESTORATION

Riverview Park Habitat Restoration (Estimated Construct Feb – Sept 23)

Much of Riverview is wooded, but a gravel public road and asphalt bike/walking path runs alongside the river throughout the area, causing habitat fragmentation. At this site, wetland restoration and lawn conversion to habitat is proposed. To accomplish this, the road will be shortened, and the path will be moved to reduce habitat fragmentation. Native herbaceous plants will be established via seed and plugs. The turf grass will be killed with herbicide and tilled. Then the areas will be planted with native seed and shrubs from containerized stock. Within the remaining forested area, invasive will be removed by cutting and herbicide application.

Outputs

- Total of 13 acres of native habitat created/restored
 - 2.0 acres of conversion of lawn to wet meadow
 - 1.0 acres of conversion of lawn to prairie
 - 8.0 acres of forested/riparian wetland restored
 - 2.0 acres of riparian habitat restored
- Total of 7.5 acres of invasive species treatment included

Riverview Park Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
	Mobilization	LS	1	\$ 100,000	\$ 100,000
	Construction Staking/Surveying	LS	1	\$ 5,000	\$ 5,000
	Traffic Control	LS	1	\$ 1,000	\$ 1,000
	Soil Erosion and Sedimentation Control	LS	1	\$ 5,000	\$ 5,000
	Road Demo	SY	6200	\$ 50	\$ 310,000
	Path Demo	SF	5000	\$ 7.50	\$ 37,500
	Invasive Species Treatment	AC	7.5	\$ 3,500	\$ 26,250
	Invasive Species - Woody	AC	7.5	\$ 11,000	\$ 82,500
	Turf Demo Treatment	AC	4	\$ 2,000	\$ 8,000
	Grading	CY	15000	\$ 25	\$ 375,000
	Topsail	CY	5000	\$ 25	\$ 125,000
	Wetland Seed Mix	AC	8	\$ 5,500	\$ 44,000
	Wet Meadow Seed	AC	2	\$ 5,500	\$ 11,000
	Prairie Seed Mix	AC	1	\$ 4,500	\$ 4,500
	Plugs	EA	7500	\$ 10.00	\$ 75,000
	Shrubs	EA	2000	\$ 50.00	\$ 100,000
	Trees 2.5"	EA	350	\$ 500.00	\$ 175,000
	Erosion Control Blankets	SY	10000	\$ 4.50	\$ 45,000
	Straw Crimping	AC	12	\$ 500.00	\$ 6,000
	Road Restoration	Ton	400	\$ 75.00	\$ 30,000
	Path Restoration	SF	5000	\$ 10.00	\$ 50,000
	Site Restoration	LS	1	\$ 5,000	\$ 5,000
	As-Built Survey and Drawings	LS	1	\$ 1,500	\$ 1,500
	Vegetation Maintenance	MON	7	\$ 5,000	\$ 35,000
Total Cost Estimate					\$ 1,657,250

Lower Rouge River Habitat Restoration (Estimated Construct Summer/Fall 2021)

The Lower Rouge River Habitat Restoration project will improve fish and wildlife habitat along a seven mile stretch of the Lower Rouge River. This project will create habitat for benthic organism colonization and fish habitat in the project area by installing ten (10) structures using wood recovered from problematic instream debris jams. Problematic debris jams block fish movement, erode streambanks, and degrade habitat quality. The engineered log jams will not only provide important fish habitat but will also provide loafing habitat for turtles and waterfowl while reducing soil erosion and sediment loading by protecting vulnerable streambanks. Also, replanting native trees in open canopy areas of the forested corridor will significantly improve wildlife habitat within 80 acres of riparian forest along the Lower Rouge River.

Outputs

- Eliminate 10 debris jams causing potential fish blockages and habitat degradation
- Create 10 fish habitat structures
- 80 acres of improved riparian forest habitat

Lower Rouge Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
	Mobilization	LS	1	\$ 32,000	\$ 32,000
	Construction Staking/Surveying	LS	1	\$ 2,500	\$ 2,500
	Traffic Control	LS	1	\$ 3,500	\$ 3,500
	Soil Erosion and Sedimentation Control	LS	1	\$ 2,000	\$ 2,000
	Site Access	LS	1	\$ 35,000	\$ 35,000
	Log Jam Removal	EA	10	\$ 4,000	\$ 40,000
	Fish Habitat Structures	EA	10	\$ 16,000	\$ 160,000
	Shrubs	EA	1000	\$ 50	\$ 50,000
	Trees Gallon	EA	5000	\$ 60	\$ 300,000
	Trees 2"	EA	150	\$ 500	\$ 75,000
	Site Restoration	LS	1	\$ 10,000	\$ 10,000
	As-Built Survey and Drawings	LS	1	\$ 1,500	\$ 1,500
	Vegetation Maintenance	MON	7	\$ 4,000	\$ 28,000
Total Cost Estimate					\$ 739,500

Sherwood Park Habitat Restoration (Estimated Construct Summer/Fall 2021)

Most of Sherwood Park area is routinely mowed, however, the park is low lying and routinely floods. The project plan proposes to convert the maintained lawn areas to wet meadow habitat and depression wetlands. Wetlands located north of Hines Drive will be hydrologically reconnected to the habitat located south of Hines Drive which is next to the River. The reconnection will use a culvert with a natural bottom to serve as a travel corridor under Hines Drive for small mammals, reptiles, and amphibians. Maintained lawn areas will be converted to wet meadow by planting with native plant species. The wet meadow community will contain diverse native forbs that provide food and habitat for pollinators.

Outputs

- Total of 7.0 acres of habitat created/restored/enhanced
 - 4.5 acres of conversion from lawn to wet meadow and water habitat
 - 1.5 acres of riparian habitat restoration
 - 1.0 acres of wetland reconnected

Sherwood Park Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
	Mobilization	LS	1	\$ 20,000	\$ 20,000
	Construction Staking/Surveying	LS	1	\$ 2,000	\$ 2,000
	Traffic Control	LS	1	\$ 1,000	\$ 1,000
	Soil Erosion and Sedimentation Control	LS	1	\$ 2,500	\$ 2,500
	Turf Demo Treatment	AC	5	\$ 1,500	\$ 7,500
	Grading	CY	2000	\$ 15.00	\$ 30,000
	Topsoil	CY	4000	\$ 25.00	\$ 100,000
	Wet Meadow Seed Mix	AC	5	\$ 5,500	\$ 27,500
	Native Seed Mix	AC	1	\$ 4,500	\$ 4,500
	Erosion Control Blankets	SY	5000	\$ 4.50	\$ 22,500
	Straw Crimping	AC	5	\$ 500.00	\$ 2,500
	Shrubs	EA	50	\$ 50	\$ 2,500
	Plugs	EA	1000	\$ 10	\$ 10,000
	Culvert Crossing	LF	120	\$ 300	\$ 36,000
	Culvert Road Repair	EA	1	\$ 10,000	\$ 10,000
	Site Restoration	LS	1	\$ 5,000	\$ 5,000
	As-Built Survey and Drawings	LS	1	\$ 1,000	\$ 1,000
	Vegetation Maintenance	MON	7	\$ 2,500	\$ 17,500
Total Cost Estimate					\$ 302,000

- 100 lft of wildlife corridor culvert

Bell Creek Park Habitat Restoration (Estimated Construct Feb – Sept 22)

Bell Creek Park is routinely mowed and used for active recreation. However, the park is low lying and routinely floods. The project plan proposes to create wet meadow habitat and enhance existing forested riparian habitat by controlling invasive species and planting native seed, shrub, and tree species to increase plant diversity.

Outputs

- 9.0 acres of habitat created/restored
 - 2.0 acres of conversion from lawn to wet meadow
 - 1.0 acres of wetland restored
 - 6.0 acres of riparian habitat created/restored/enhanced
- 6.0 acres of invasive species treatment included
- 200 lft of wildlife corridor culvert

Bell Creek Park Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
	Mobilization	LS	1	\$ 30,000	\$ 30,000
	Construction Staking/Surveying	LS	1	\$ 2,000	\$ 2,000
	Traffic Control	LS	1	\$ 1,000	\$ 1,000
	Soil Erosion and Sedimentation Control	LS	1	\$ 2,000	\$ 2,000
	Invasive Species Treatment	AC	6	\$ 3,500	\$ 21,000
	Turf Demo Treatment	AC	2.5	\$ 1,500	\$ 3,750
	Grading	CY	8000	\$ 15.00	\$ 120,000
	Topsoil	CY	2100	\$ 25.00	\$ 52,500
	Wet Meadow Seed Mix	AC	2.5	\$ 5,500	\$ 13,750
	Wetland Seed Mix	AC	1	\$ 5,500	\$ 5,500
	Native Seed Mix	AC	2	\$ 4,500	\$ 9,000
	Erosion Control Blankets	SY	3500	\$ 4.50	\$ 15,750
	Straw Crimping	AC	4.5	\$ 500.00	\$ 2,250
	Shrubs	EA	100	\$ 50	\$ 5,000
	Trees Gallon	EA	100	\$ 60	\$ 6,000
	Culvert Crossing	LF	220	\$ 300	\$ 66,000
	Culver Road Repair	EA	1	\$ 5,000	\$ 5,000
	Site Restoration	LS	1	\$ 5,000	\$ 5,000
	As-Built Survey and Drawings	LS	1	\$ 1,000	\$ 1,000
	Vegetation Maintenance	MON	7	\$ 3,000	\$ 21,000
Total Cost Estimate					\$ 387,500

Lola Valley Park Habitat Restoration (Estimated Construct Feb – Sept 22)

Lola Valley Park is located along the floodplain and corridor of the Upper Rouge River. The project plan proposes to create wet meadows and prairies in maintained lawn areas. Emergent wetland plants will also be installed in the bottom of depressions excavated along both sides of the River.

Outputs

- 13 acres of habitat restoration/creation
 - 6 acres of lawn conversion to wet meadow
 - 5 acres of lawn conversion to prairie
 - 2 acres of wet meadow restoration

Lola Park Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
	Mobilization	LS	1	\$ 32,000	\$ 32,000
	Construction Staking/Surveying	LS	1	\$ 5,000	\$ 5,000
	Traffic Control	LS	1	\$ 1,500	\$ 1,500
	Soil Erosion and Sedimentation Control	LS	1	\$ 5,000	\$ 5,000
	Turf Demo Treatment	AC	10	\$ 1,500	\$ 15,000
	Grading	CY	14000	\$ 15.00	\$ 210,000
	Topsoil	CY	5500	\$ 25.00	\$ 137,500
	Wet Meadow Seed Mix	AC	8	\$ 5,500	\$ 44,000
	Native Prairie Seed Mix	AC	5	\$ 4,500	\$ 22,500
	Erosion Control Blankets	SY	5000	\$ 4.50	\$ 22,500
	Straw Crimping	AC	13	\$ 500.00	\$ 6,500
	Shrubs	EA	500	\$ 50	\$ 25,000
	Plugs	EA	500	\$ 10	\$ 5,000
	Riprap Weirs	EA	4	\$ 10,000	\$ 40,000
	Site Restoration	LS	1	\$ 10,000	\$ 10,000
	As-Built Survey and Drawings	LS	1	\$ 1,500	\$ 1,500
	Vegetation Maintenance	MON	7	\$ 3,000	\$ 21,000
Total Cost Estimate					\$ 604,000

ATTACHMENT C

USEPA GREAT LAKES RESTORATION INITIATIVE (GLRI) GRANT ALLIANCE OF ROUGE COMMUNITIES (ARC) ROUGE RIVER AOC HABITAT - COLONIAL & VENOY RESTORATION (GLRI Grant Number GL - 00E02830)

WC Parks Sites: Colonial Park and Venoy Park
Project Duration: May 15, 2020 – May 14, 2022

Background

- Alliance of Rouge Communities purpose to provide an institutional mechanism to encourage watershed-wide cooperation and mutual support to restore beneficial uses of the Rouge River to the area residents. Wayne County has been a member of the ARC since its inception.
- The Rouge River watershed is a designated Area of Concern (AOC) under the Great Lakes Water Quality Agreement (GLWQA) and has three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat. The Rouge River Advisory Council (RRAC), the Public Advisory Council (PAC) for the Rouge AOC, finalized a list of projects, approved by Michigan Department of Environment, Great Lakes and Energy (EGLE) and US EPA, that need to be completed in order to remove the habitat BUIs. As part of that list, these 2 Wayne County Parks sites were considered as having significant impact on the removal of the BUIs.
- This USEPA grant is for the design and construction of the habitat restoration designs at the 2 Wayne County Park sites.

ANTICIPATED OVERALL RESTORATION OUTPUTS

(Pending Implementation/Construction)

Outputs

- 14.5 Acres of habitat restored/created
 - 6.0 acres of riparian wetland habitat created
 - 3.0 acres of riparian wetland habitat improved
 - 5.0 acres of tree plantings/reforestation
 - 0.5 acres meadow habitat created
- 4.0 acres of invasive species management
- 150 feet of streambank stabilized

Measures

Great Lakes Restoration Initiative Action Plan III, Measures of Progress (MoPs) for the overall project when implementation is completed are:

- **Focus Area 2: Invasive Species - Objective 2.2. Control established invasive species.**
 - 2.2.1. Aquatic/terrestrial acreage controlled: 4 acres of invasive species management
- **Focus Area 4: Habitats and Species - Objective 4.1. Protect and restore communities of native aquatic and terrestrial species important to the Great Lakes**

- 4.1.1. Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced: 14.5 acres of habitats.

SUMMARY OF INDIVIDUAL PARK HABITAT RESTORATION

COLONIAL PARK RESTORATION (Estimated Construction June-Dec 21)

Colonial Park is located adjacent to the Lower Rouge River in the City of Inkster. Much of the park area is routinely mowed and used for active recreation. However, the park is low and often floods. This project plan proposes creating wetlands in maintained lawn areas by establishing wet meadow habitat and depression wetlands to provide habitat and manage floodwater. Additionally, invasive species will be treated and managed in the proposed wetland enhancement areas. Wetlands will be restored in maintained lawn areas by excavating shallow depressions and planting a native wet-meadow seed mix. The wet meadow community will contain diverse flowering forbs that provide food for pollinators. Small mammals and birds will benefit by the increased habitat diversity and cover. Wetland diversity in the maintained lawn areas will also increase through the excavation of shallow depressions in low lying areas that store floodwater. The more diverse topography will increase plant diversity by creating varying hydrological conditions.

Colonial Park Restoration Outputs and Outcomes

The Colonial Park Wetland and Reforestation Project will produce the following outputs and outcomes:

Outputs:

- 8.5 acres of habitat restored/created
 - 3.0 acres of riparian wetland habitat created
 - 5.0 acres of tree plantings/reforestation
 - 0.5 acres meadow habitat created
- 1.0 acres invasive species management

Measures

Great Lakes Restoration Initiative Action Plan III, Measures of Progress (MoPs) for the Colonial project when implementation is completed are:

- **Focus Area 2: Invasive Species - Objective 2.2. Control established invasive species.**
 - 2.2.1. Aquatic/terrestrial acreage controlled: 1 acres of invasive species management
- **Focus Area 4: Habitats and Species - Objective 4.1. Protect and restore communities of native aquatic and terrestrial species important to the Great Lakes**

Colonial Park Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
1	Mobilization	LS	1	\$ 32,000	\$ 32,000
2	Construction Staking/Surveying	LS	1	\$ 5,000	\$ 5,000
3	Traffic Control	LS	1	\$ 1,500	\$ 1,500
4	Soil Erosion and Sedimentation Control	LS	1	\$ 5,000	\$ 5,000
5	Invasive Species Treatment	AC	1.5	\$ 3,500	\$ 5,250
6	Grading	CY	12750	\$ 25.00	\$ 318,750
7	Erosion Control Blankets	SY	500	\$ 9	\$ 4,500
8	Wetland Seed Mix	AC	3	\$ 5,500	\$ 16,500
9	Sedge Meadow Seed	AC	0.5	\$ 4,000	\$ 2,000
10	Shrubs	EA	1000	\$ 75	\$ 75,000
11	Trees	EA	623	\$ 500	\$ 311,500
12	Live Stakes	EA	100	\$ 5	\$ 500
13	Site Restoration	LS	1	\$ 10,000	\$ 10,000
14	As-Built Survey and Drawings	LS	1	\$ 1,500	\$ 1,500
15	Vegetation Maintenance	MON	7	\$ 1,000	\$ 7,000
Total Cost Estimate					\$ 796,000

- 4.1.1. Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced: 8.5 acres of habitats.

VENOY PARK RESTORATION (Construction June-Oct 21)

Venoy Dorsey Park is located along the Lower Rouge River with sections in both the City of Inkster and the City of Westland. Portions of the park area are routinely mowed and used for active recreation. However, the park is low and often floods. Some areas in the park are forested wetlands but many wetlands are not hydrologically connected. This project plan proposes to create and restore wetlands in the park by establishing depression wetlands which will hydrologically connect existing wetlands. Additionally, biotechnical streambank stabilization methods will be implemented on portions of the Lower Rouge River. Fish habitat structures will be used to improve fish and aquatic organism habitat and minimize streambank erosion. Lastly, invasive species will be treated and managed in a portion of the existing riparian and wetland habitat.

Outputs:

- 6.0 acres of habitat restored/created
 - 3.0 acres of riparian wetland habitat created
 - 3.0 acres of riparian wetland habitat improved
- 3.0 acres of invasive species management
- 150 feet of streambank stabilized

Measures

Great Lakes Restoration Initiative Action Plan III, Measures of Progress (MoPs) for the Venoy project when implementation is completed are:

- **Focus Area 2: Invasive Species -**
Objective 2.2. Control established
invasive species.
 - 2.2.1. Aquatic/terrestrial acreage controlled: 3 acres of invasive species management
- **Focus Area 4: Habitats and Species -**
Objective 4.1. Protect and restore
communities of native aquatic and
terrestrial species important to the Great
Lakes
 - 4.1.1. Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced: 6 acres of habitats.

Venoy Park Restoration					
Preliminary Cost Estimate					
Item	Description	Unit	Quantity	Unit Price	Price
1	Mobilization	LS	1	\$30,000	\$ 30,000
2	Construction Staking/Surveying	LS	1	\$ 5,000	\$ 5,000
3	Traffic Control	LS	1	\$ 1,500	\$ 1,500
4	Soil Erosion and Sedimentation Control	LS	1	\$ 7,500	\$ 7,500
5	Invasive Species Treatment	AC	8	\$ 3,500	\$ 28,000
6	Grading	CY	13250	\$ 25.00	\$ 331,250
7	Streambank Stabilization	LF	150	\$ 600	\$ 90,000
8	Erosion Control Blankets	SY	2000	\$ 9	\$ 18,000
9	Native Seed Mix	AC	5	\$ 5,500	\$ 27,500
10	Shrubs	EA	1250	\$ 75	\$ 93,750
11	Trees	EA	151	\$ 500	\$ 75,500
12	Live Stakes	EA	1000	\$ 5	\$ 5,000
13	Site Restoration	LS	1	\$ 10,000	\$ 10,000
14	As-Built Survey and Drawings	LS	1	\$ 2,500	\$ 2,500
15	Vegetation Maintenance	MON	7	\$ 1,000	\$ 7,000
Total Cost Estimate					\$ 732,500

ATTACHMENT D

**ALLIANCE OF ROUGE COMMUNITIES (ARC)
ROUGE RIVER AOC HABITAT RESTORATION
ADDITIONAL GREAT LAKES RESTORATION INITIATIVE (GLRI) GRANT
PROJECTS IN WAYNE COUNTY PARKLAND**

ROUGE RIVER AOC HABITAT RESTORATION ADDITIONAL GRANT PROJECTS January 2021						
Project Title	Brief Description	Scale of Project	Phase of Work Remaining for Funding	What the Project Will Address	Total Grant Potential	Construction Potential Budget
Phoenix Lake Habitat Improvements	Lake Restoration	0.45 ac fish spawning habitat, 3.0 ac fish habitat, 5.0 ac Invasive species control, 2000 lft riparian corridor	Design/Implementation	Restoration of the aquatic benthic substrates, submerged and emergent aquatic vegetation, and riparian corridor would provide spawning substrate, attachment points, and cover for fishes, aquatic insects, crustaceans, and other aquatic fauna.	\$1,424,625	\$1,000,000
Wilcox Lake Habitat Improvements	Lake Restoration	20,000 cyds of sediment, 0.2 ac of restored wetland, 2 ac of fish habitat created, 15 fish habitat structures, 2.5 ac invasive species control, 1800 lft riparian corridor	Design/Implementation	Removal of sediments, inclusion of aquatic substrates, submerged and emergent aquatic vegetation, woody debris, invasive species management, riparian habitat and the re-shaping of the reservoir basin morphology to create more open water area, shallow water habitats, and over-wintering deep water habitat. This will improve fish spawning, nursery, and cover habitat; waterfowl habitat; and aquatic turtle habitat. Native fish will be stocked.	\$3,105,750	\$2,350,000
Inkster Park Wetlands & Fish Habitat Structures	Streambank Stabilization and Riparian Wetland Creation	3.8 acres wetland created, 2.0 acres reforestation, 250 ft of streambank stabilization, 1,000 sq ft fish cover habitat	Design/Implementation	Wetland restoration, riparian forest creation will reduce sediment loading and river flashiness that degrade fish habitat in the system. Fish habitat structures will be incorporated into the streambank stabilization. Emergent riparian wetland creation for pollinators and amphibians by the increased habitat diversity and cover.	\$1,100,000	\$800,000
Perrin Park Wetlands & Reforestation	Riparian Wetland Creation Reforestation	3.5 acres wetland creation, 2 acres riparian reforestation	Design/Implementation	Create wetlands in riparian floodplain lawn area. Will reduce sediment loading and river flashiness that degrade fish habitat in the system	\$1,000,000	\$700,000
Wallaceville West Wetland	Riparian Wetland Creation	0.8 acres wetland creation	Design/Implementation	Create wetlands in riparian floodplain lawn area. Will reduce sediment loading and river flashiness that degrade fish habitat in the system	\$350,000	\$200,000
Merriman Hollow Wetland & Grow Zone	Riparian Wetland Creation	0.6 Wetland creation, 0.25 Native grow zone	Design/Implementation	Create wetlands in riparian floodplain lawn area. Create a travel corridor for mammals, reptiles, fish and amphibians. Will reduce sediment loading and river flashiness that degrade fish habitat in the system.	\$350,000	\$200,000
Grow Zones	Green Infrastructure & Flow control	50 Grow zone GI sites	Design/Implementation	Reduce soil erosion and loading of sediments, nutrients and other pollutants: 89,000 lbs of sediment; 35 lbs of phosphorus and 130 lbs of nitrates per year and river flashiness that degrade fish and aquatic habitat in the system	\$800,000	\$600,000

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the contractor maintains higher limits than the minimums shown above, the County of Wayne requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County of Wayne.

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County of Wayne. At the option of the County of Wayne, the Contractor shall provide coverage to reduce or eliminate such deductibles or self-insured retentions as respects the County of Wayne, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the County of Wayne guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The County of Wayne, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as

ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County of Wayne.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the County of Wayne for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of Michigan. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the Michigan State Compensation Insurance Fund if not rated.

Verification of Coverage

Contractor shall furnish the County of Wayne with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County of Wayne before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County of Wayne reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to County of Wayne a waiver of subrogation which any insurer may acquire against County of Wayne, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the County of Wayne has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Wayne for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Wayne is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

County of Wayne reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

WORK ORDER No. 2024-ECT2
EPA7 Rouge River AOC Habitat Restoration – WC Parkland (Riverview)
Wayne County Parks Amenities

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2024 between Environmental Consulting & Technology, Inc., and its Affiliates (ECT Affiliates include Environmental Consulting & Technology of North Carolina, PLLC And ECT Engineering, LLC.), (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

The ARC has been given a grant for the ROUGE RIVER AOC HABITAT RESTORATION –WC Parkland from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL - 00E02896. As stated in the ARC/WC IAA should Wayne County choose to construction WC Park amenities at the same time, WCP would pay for that work to the ARC. WCP has chosen to include Park Amenities as part of the construction contract between ARC and Anglin Civil, LLC. This work order will provide the engineering support for those WCP Amenities and will be paid for with 100% Wayne County funds to the ARC.

PARAGRAPH I--SCOPE OF SERVICES

ECT as ARC staff will be responsible for the tasks associated with the construction of WCP Amenities: West Parking Lot, Comfort Station Improvements, and Asphalt Trail/Boardwalk at Riverview (Levan Knoll) Park. Quantitative and qualitative measures will be employed to ensure the projects are constructed properly and in accordance with the contract documents.

Field Engineering Oversight Services

This will include all functions and activities necessary to provide the oversight necessary so that all materials provided, and work performed is in conformance with the project plans and specifications. The functions and activities of this task include those typically associated with a project of this nature, including:

- Respond to inquiries and /or requests for information
- Attend construction site meetings
- Review /approve and submittals
- Assist in resolution of issues that arise during construction of the project
- Provide on-site oversight at intervals appropriate to the various stages of construction in order to observe the contractor's activities to verify that the progress and quality of the project is being constructed in conformance with the project plans and specifications
- Verify that the contractor uses equipment and methods approved in or specified by the contract;
- Verify that the contractor complies with all permit requirements as they pertain
- Provide design engineering, specification, and design drawing development when changes or modifications to the project plans are necessary
- Conduct a Levan Knoll boardwalk/retaining wall design review for final site conditions
- Conduct site walks with the Contractor to develop the project "punch list" and for updating of those items
- Conduct an inspection to determine if the work is substantially complete for acceptance as it relates to the contract documents and time

Administration Oversight Services

Project administration tasks typically associated with a project of this nature, included:

- Process and maintain records for modifications and/or work order;

- Review and approve or make recommendations on Contractor construction estimates;
- Track and maintain status of miscellaneous submittals and Requests for information;
- Review and balance all pay item quantities;
- Review Contractor's final submission of "as-builts" plans for compliance with the specifications and the work complete.

PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable not-to-exceed Work Order is \$30,000. ECT's estimated costs for the work to the ARC are:

ROUGE RIVER AOC HABITAT RESTORATION WCP AMENITIES - RIVERVIEW		Construction Engineering/ Administration		Totals	
	Rates	Hrs	Cost	Hrs	Cost
Principal Staff	\$250	6	\$1,500	6	\$1,500
Sr. Level Staff	\$190	48	\$9,120	48	\$9,120
Mid-Level Staff	\$155	10	\$1,550	10	\$1,550
Jr-Level Staff	\$115	48	\$5,520	48	\$5,520
Project Coordinator	\$90	8	\$720	8	\$720
Labor Totals		120	\$18,410	120	\$18,410
Expenses					
Vehicle and mileage			\$590		\$590
JHLE Studio (Sub)			\$10,000		
JHLE Studio Sub mark up 10%	10%		\$1,000		\$1,000
					\$0
					\$0
Expense Total			\$11,590		\$1,590
TOTAL COST			\$ 30,000		\$ 30,000

PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than December 31, 2024

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. and its AFFILIATES

By



John O'Meara, P.E.

Its

Executive Vice President

Date

5/14/2024

ALLIANCE OF ROUGE COMMUNITIES

By

Doug Moore

Title

Chair

Date

WORK ORDER No. 2024-ECT3
EPA10 Rouge River AOC Habitat Restoration – Wilcox/Phoenix Implementation
Wayne County Parks Amenities

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2024 between Environmental Consulting & Technology, Inc., and its Affiliates (ECT Affiliates include Environmental Consulting & Technology of North Carolina, PLLC And ECT Engineering, LLC.), (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

The ARC has been given a grant for the ROUGE RIVER AOC HABITAT RESTORATION – WILCOX/PHOENIX IMPLEMENTATION from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL - 00E03267. As stated in the ARC/WC IAA should Wayne County choose to construction WC Park amenities at the same time, WCP would pay for that work to the ARC. WCP has chosen to include Park Amenities as part of the construction contract between ARC and White Lake Dock & Dredge, Inc (since purchased by ENTACT, LLC). This work order will provide the engineering support for those WCP Amenities and will be paid for with 100% Wayne County funds to the ARC.

PARAGRAPH I--SCOPE OF SERVICES

ECT as ARC staff will be responsible for the tasks associated with the construction of WCP Amenities: Parking Lot, Comfort Station Improvements, and dock at Wilcox Lake Park. Quantitative and qualitative measures will be employed to ensure the projects are constructed properly and in accordance with the contract documents.

Field Engineering Oversight Services

This will include all functions and activities necessary to provide the oversight necessary so that all materials provided, and work performed is in conformance with the project plans and specifications. The functions and activities of this task include those typically associated with a project of this nature, including:

- Respond to inquiries and /or requests for information
- Attend construction site meetings
- Review /approve and submittals
- Assist in resolution of issues that arise during construction of the project
- Provide on-site oversight at intervals appropriate to the various stages of construction in order to observe the contractor's activities to verify that the progress and quality of the project is being constructed in conformance with the project plans and specifications
- Verify that the contractor uses equipment and methods approved in or specified by the contract;
- Verify that the contractor complies with all permit requirements as they pertain
- Provide design engineering, specification, and design drawing development when changes or modifications to the project plans are necessary
- Conduct site walks with the Contractor to develop the project "punch list" and for updating of those items
- Conduct an inspection to determine if the work is substantially complete for acceptance as it relates to the contract documents and time

Administration Oversight Services

Project administration tasks typically associated with a project of this nature, included:

- Process and maintain records for modifications and/or work order;

- Review and approve or make recommendations on Contractor construction estimates;
- Track and maintain status of miscellaneous submittals and Requests for information;
- Review and balance all pay item quantities;
- Review Contractor's final submission of "as-builts" plans for compliance with the specifications and the work complete.

PARAGRAPH II--COMPENSATION


The maximum cost of this Cost Reimbursable not-to-exceed Work Order is \$25,000. ECT's estimated costs for the work to the ARC are:

ROUGE RIVER AOC HABITAT RESTORATION WCP AMENITIES - WILCOX		Construction Engineering/ Administration		Totals	
	Rates	Hrs	Cost	Hrs	Cost
Principal Staff	\$250	4	\$1,000	4	\$1,000
Sr. Level Staff	\$190	40	\$7,600	40	\$7,600
Mid-Level Staff	\$155	8	\$1,240	8	\$1,240
Jr-Level Staff	\$115	30	\$3,450	30	\$3,450
Project Coordinator	\$90	4	\$360	4	\$360
Labor Totals		86	\$13,650	86	\$13,650
Expenses					
Vehicle and mileage			\$350		\$350
JHLE Studio (Sub)			\$10,000		
JHLE Studio Sub mark up 10%	10%		\$1,000		\$1,000
					\$0
					\$0
Expense Total			\$11,350		\$1,350
TOTAL COST			\$ 25,000		\$ 25,000

PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than December 31, 2024

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. and its AFFILIATES

By 
John O'Meara, P.E.

Its Executive Vice President

Date 5/15/2024

ALLIANCE OF ROUGE COMMUNITIES

By _____
Doug Moore

Title Chair

Date _____