



CITY of NOVI CITY COUNCIL

Agenda Item 5
December 17, 2007

SUBJECT: Approval of Interagency Agreement between Wayne County and the City of Novi for Rouge River National Wet Weather Demonstration Project Round VIII – Part B Funding for Regional Basin Retrofit Projects (Taft & Bishop Regional Stormwater Detention Basins). The grant award amount is \$202,500 with a local match of \$202,500.

SUBMITTING DEPARTMENT: Engineering *R3*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$202,500 (required for grant match)
AMOUNT BUDGETED	\$127,000 (included in CIP for Bishop Basin)
APPROPRIATION REQUIRED	\$75,500
LINE ITEM NUMBER	210-211.00-865.132 (Drain Fund)

BACKGROUND INFORMATION:

The City of Novi has been awarded a federal grant through the Rouge River National Wet Weather Demonstration Project for improving the Taft and Bishop Regional Retention Basins. The Taft Basin is located north of Grand River Avenue between Novi Road and Taft Road and the Bishop Basin is located on the north side of Grand River Avenue just east of Meadowbrook Road (see attached location map). The Phase II Storm Water Master Plan (completed in 2006) recommended that five regional basins rated as "high priority" be improved within 2 years—primarily because they provide limited attenuation of flow during storm events. The City applied for and was successfully awarded a 50% matching grant in July 2007 for the Taft and Bishop Basins.

The federal grant is administered by the Rouge Project Office and the Wayne County Department of Environment. The total project cost is estimated to be \$405,000, making the grant amount \$202,500. Similar grant funding was used in recent years for the Haggerty Regional Detention Basin and the Dunbarton Regional Detention Basin projects. As with past grant projects, an interagency agreement with Wayne County is required to receive the grant.

The agreement has been reviewed by the City Attorney's office (Beth Kudla's December 10, 2007 letter, attached) and all comments have been implemented.

A Request for Qualifications is currently being advertised as required by federal regulations to acquire engineering services for the project. The qualifications will be reviewed and ready to present for award at a January 2008 City Council meeting. The project will be completed by December 31, 2008.

RECOMMENDED ACTION: Approval of Interagency Agreement between Wayne County and the City of Novi for Rouge River National Wet Weather Demonstration Project Round VIII – Part B Funding for Regional Basin Retrofit Projects (Taft & Bishop Regional Stormwater Detention Basins). The grant award amount is \$202,500 with a local match of \$202,500.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

December 10, 2007

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Elizabeth M. Kudla
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Mr. Brian Coburn, Civil Engineer
Engineering Department
City of Novi
45175 West Ten Mile Road
Novi, MI 48375-3024

**RE: Rouge River National Wet Weather Demonstration Project
Rouge River General Permit Projects – Grant Agreement.
Our File No. 55124 NOV**

Dear Mr. Coburn:

Our office has reviewed the proposed Grant Agreement for the above-referenced project. The Project generally requires the City to undertake regional storm drainage system improvements as specified particularly in Attachment "A." The City will be responsible for one-half of the overall expenditure in the amount of \$202,500 and the County shall be responsible for reimbursing the City the other half from federal funds in its position. The Agreement permits the City to contract out the work pursuant to bid procedures so long as they meet with the federal guidelines set forth in 40 CFR 31. Our comments are as follows:

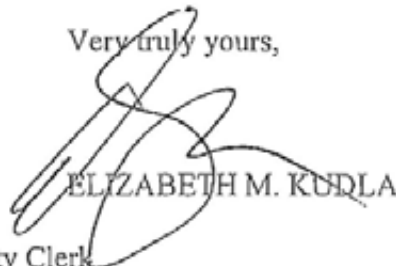
1. In administering the Agreement, the appropriate City personnel should have copies of the federal regulations specifically referenced as governing certain procedures throughout the project. The relevant Federal Regulations include:
 - (a) 40 CFR Part 31 (Administrative Requirements for Grants And Cooperative Agreements To State And Local Governments).
 - (b) 49 CFR Part 24 (Rules Governing Issuance Of And Administrative Hearings On Interim Status Corrective Action Orders).
 - (c) 40 CFR Part 31.32 (Equipment).
 - (d) 40 CFR Part 31.36 (Procurement).

We can assist you in obtaining and analyzing copies of any of the above regulations you may require.

2. It appears the reference to "40 CFR 30" in Section 15.3 should be to "40 CFR 31."
3. We question whether Section 10.3.6 regarding Automobile No-Fault Insurance should reference and include "County" vehicles in the second line of that provision. It would be more appropriate as "City" vehicles.
4. We assume that that City's risk manager has reviewed and approved Article X, regarding the City's insurance obligations for the Project. If not, a copy should be provided to him for review.

If you have any questions regarding the above, please do not hesitate to call.

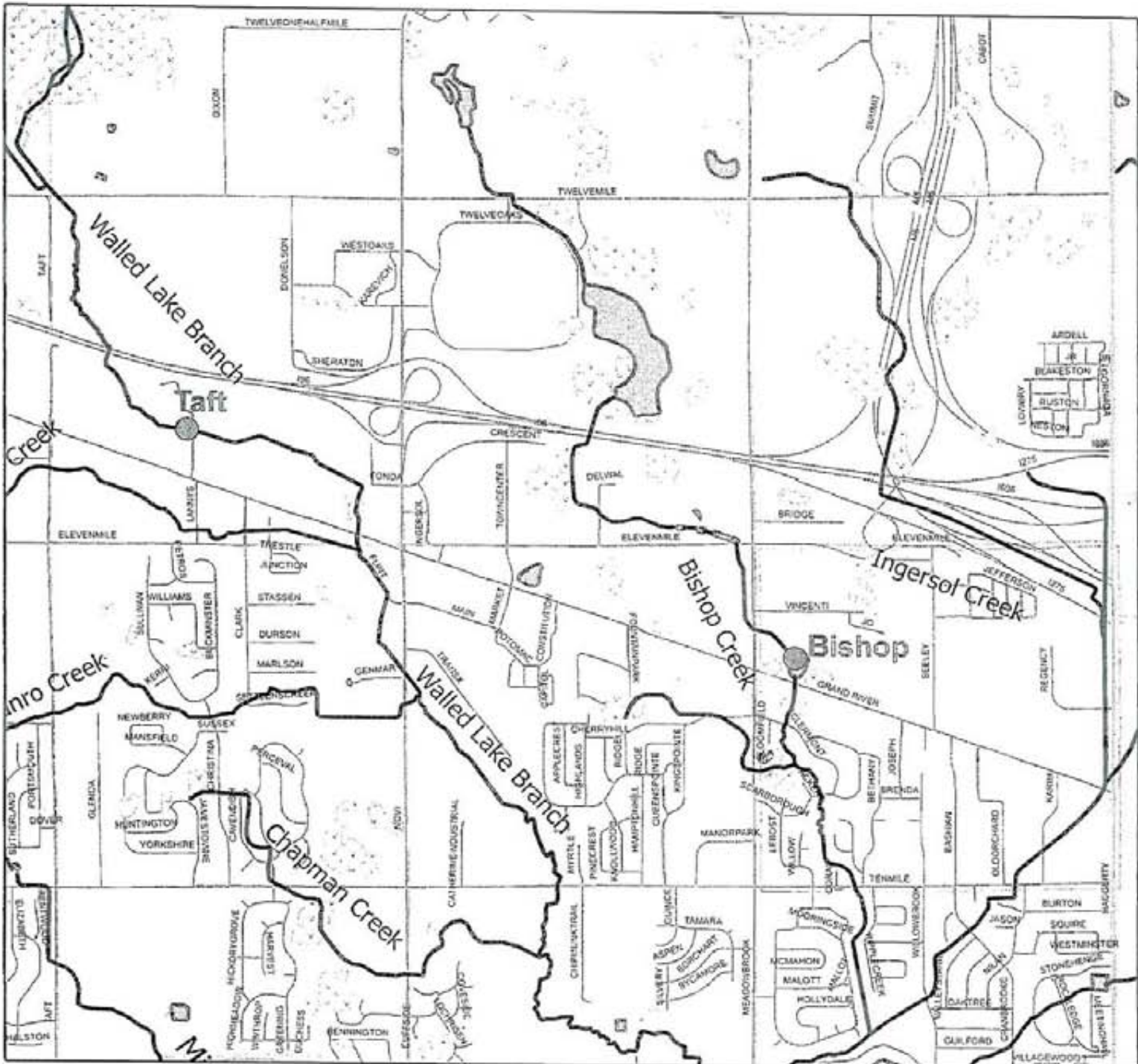
Very truly yours,



ELIZABETH M. KUDLA

EMK

cc: Maryanne Cornelius, City Clerk
Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Rob Hayes, City Engineer
Thomas R. Schultz, Esquire



City of Novi, MI



MDEQ CMI Grant Application

Regional Basin Retrofit for Water Quality Improvements

Exhibit 1: Site Location Map



Legend

- Detention Basin Location
- Streams
- Open Water
- Natural Wetlands
- Municipal Boundary



Kurt L. Heise
Director



Robert A. Ficano
County Executive

December 3, 2007

Mr. Brian T. Coburn
City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375-3024

**RE: Rouge River National Wet Weather Demonstration Project
Round VIII, Part "B" Grant Program for Storm Water General Permit Activities
Regional Basins Retrofit for Water Quality Improvements Project (RVIIIB-05)**

Dear Mr. Coburn:

Enclosed are three copies of the proposed interagency agreement (IAA) between Wayne County and the City of Novi. This agreement will provide federal grant funds for the "Regional Basins Retrofit for Water Quality Improvements Project" under the Round VIIIB subgrant program of the Rouge River National Wet Weather Demonstration Project (Rouge Project). Please review this agreement and its attachments. If the agreement is acceptable as presented, please have the appropriate official sign all three copies and return them to Mr. Razik Alsaigh at the following address:

Mr. Razik Alsaigh
Wayne County Department of Environment
Division of Watershed Management
415 Clifford
Detroit, Michigan 48226

Wayne County will then sign the agreement and return one copy for your records. The end date for the federal grant that provides the funding for this project will not be extended, which results in a relatively tight schedule for this project. It is therefore very important that this agreement be executed as soon as possible, so that work may begin.

We would like to bring to your attention the final project summary report mentioned in article 1.3 of the IAA. This report should be completed at the end of the project. An important aspect of this report is the project evaluation. The evaluation should assess the project in terms of benefits to the Rouge River, project costs, and overall effectiveness of the project. Please work with Mr. Alsaigh to identify the details required to complete the final project summary report and the project progress update schedule.



Brian T. Coburn
December 3, 2007
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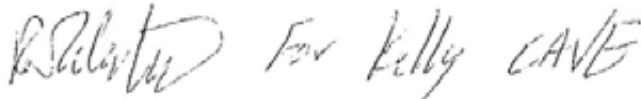
Also, please take note of article 3.1 of the IAA, which specifies that modifications to the internal distribution of monies allocated among project elements are only allowed upon written agreement of Wayne County. Such request should be made prior to expenditure of any funds related to the proposed modification. Similarly, per article 19.1, requests for changes to the project schedule must also be by written agreement between your City and Wayne County.

Finally, we would like to bring to your attention articles 6.11 and 6.12 of the IAA. These articles clarify the procurement and contractual requirement for the Rouge Grant per the 40 CFR 31.

Your project schedule is shown on page 6 of the Attachment "A" to the IAA and all project costs should be incurred and project deliverables completed before December 31, 2008. If you would like to discuss any of the provisions of this agreement, please call Mr. Razik Alsaigh at (313) 967-2283.

Thank you for your participation in the Rouge River Round VIIIIB grant program for storm water general permit activities. We look forward to continuing our support of your efforts to help restore the beneficial uses of the Rouge River.

Sincerely,

A handwritten signature in cursive script that reads "For Kelly CAVE". The signature is written in dark ink on a white background.

Kelly A. Cave, P.E.
Director, Water Quality Division

cc: Razik Alsaigh, WCWQD

**ROUGE RIVER NATIONAL WET WEATHER DEMONSTRATION PROJECT
ROUGE RIVER GENERAL PERMIT PROJECTS
GRANT AGREEMENT
BETWEEN THE COUNTY OF WAYNE AND THE CITY OF NOVI**

THIS AGREEMENT is entered into this _____ day of _____, _____, between the County of Wayne, Michigan, a body corporate and Charter County ("County") and the City of Novi ("*Entity*").

RECITALS

WHEREAS, the County is the recipient of, and is responsible for the administration of certain federal grant funds referred to as the Rouge River National Wet Weather Demonstration Project Grant ("Grant").

WHEREAS, the United States Environmental Protection Agency ("USEPA") has established Grant conditions and regulations that require the County to act as the responsible party with respect to the Grant, including those provisions described within 40 C.F.R. Part 31.

WHEREAS, the USEPA will supervise the Grant and Grant conditions in order that the Grant be used in accordance with the requirements of the law.

WHEREAS, the parties have agreed to follow certain administrative procedures and cooperate on the various tasks to be undertaken in order for the County to comply with the Grant's requirements and objectives.

WHEREAS, the Rouge River National Wet Weather Demonstration Project ("Rouge Project") is a comprehensive watershed-wide program addressing wet weather pollution problems ranging from controlling combined sewer overflows ("CSO") to storm water runoff in the Rouge River.

WHEREAS, one of the purposes of the Grant is to enable the County and local units of government within the Rouge River Watershed to evaluate alternative approaches for controlling sources of water pollution.

WHEREAS, implementing the National Pollutant Discharge Elimination System (NPDES) General Wastewater Discharge Permit for Storm Water Discharges from Separate Storm Water Drainage Systems (Permit No. MIG619000) ("Storm Water General Permit") issued by the Michigan Department of Environmental Quality ("MDEQ") for the local unit will further the Grant's goal to improve water quality and recreational use of the Rouge River.

WHEREAS, illicit discharge elimination, public education and subwatershed management plan implementation are considered examples of the types of activities included in the Storm Water General Permit which will assist in restoring the water quality of the Rouge River.

WHEREAS, the *Regional Basins Retrofit for Water Quality Improvements Project* set forth in this Agreement would further the goals of the Grant.

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

ARTICLE I SCOPE OF PROJECT

1.1 The County will provide a portion of the Grant to *Entity* to enable the *Entity* to do the activities described in Attachment "A."

1.2 The budget presented in Attachment "A" along with the scope of work presented in Attachment "A" specify the performance of the work as anticipated at the time the contract is signed.

1.3 The *Entity* agrees to submit a Final Project Summary Report at the project end to assist the County in the grant close-out process. The Final Project Summary Report should generally include:

- A. A summarized clear description of the project. In addition to the project description, the report should include the following: project objectives; major elements of the project; project products completed (project products are listed in Attachment "A"); and project highlights.
- B. Comments on how the completion of this project benefitted or is projected to improve the Rouge River.
- C. A written set of recommendations to other local governments and agencies that evaluates the benefits and cost effectiveness of the project. The evaluation should consider the total project cost. The recommendations should also summarize how the project was evaluated and the evaluation results of the effectiveness of the project.
- D. Comments on how the results of this project are transferrable to other communities or agencies.
- E. List of all task products completed. The list should include the official name of the products.

ARTICLE II SCHEDULE OF WORK

2.1 The time frame for completion of the project milestones is contained in Attachment "A".

**ARTICLE III
FINANCIAL PROVISIONS AND BUDGET**

3.1 The detailed budget is contained in Attachment "A" and will be considered an approximation based on the best information available at the time of this Agreement. The internal distribution of the monies allocated among project elements may be modified by the *Entity* up to a total cumulative transfer among direct cost categories not to exceed 10% of the total budget without written approval by the County. Other modifications to the budget will be only upon written Agreement between the County and the *Entity*.

3.2 The County will provide funds from the Rouge Project grant to partially fund the approved, allowed, and eligible costs for activities outlined in Attachment "A". The total amount to be reimbursed to the *Entity* shall not exceed \$202,500. The *Entity* shall provide a minimum match of \$202,500 of approved costs, which may be satisfied by demonstrating either cash or in-kind services from non-federal sources.

3.3 The County will hold the final 10 to 20 percent of the total federal funds allowable to the *Entity* until the completion of the project as identified in Attachment "A" by the *Entity*. Upon completion of all the tasks by the *Entity*, the approval of the *Entity's* task products by the County, and the approval of the *Entity's* submittal of the documentation of the final project cost by the County, the remaining 10 to 20 percent of the federal funds will be reimbursed to the *Entity*.

**ARTICLE IV
CONTRACT ADMINISTRATION AND PAYMENT**

4.1 This Agreement will be administered on a cost reimbursement basis. The *Entity* shall submit to the County project status reports and invoices on standard forms provided by the County.

4.2 All reports and invoices shall be submitted at least quarterly, no more than forty (40) days after each quarter end date. Reimbursements shall not be allowed without a status report submission.

4.3 Invoices must clearly identify:

- A. Total program outlays to the date of the invoice;
- B. The non-federal share of amount expended;
- C. The federal share of amount expended;
- D. The federal payments previously received;
- E. The reimbursements requested for the billing period;
- F. Project work element detail;
- G. Project direct costs and outside services;
- H. Time sheets for hourly employees and labor distribution sheets for salaried employees; and
- I. Documentation of all contractor costs.

4.5 The invoices must be certified for completeness and correctness by an appropriate *Entity* official.

4.6 All invoices will be paid by the County within thirty (30) days of receipt of funds from the USEPA.

4.7 The *Entity* will provide documentation to the County that demonstrates compliance with federal and state regulations before payments will be processed. The *Entity* will prepare all cost estimates for implementation of the planned activities, including a breakdown of eligible and ineligible cost items, with respect to grant funding. These cost estimates will be provided in a format to be established by the County.

4.8 The *Entity* will exercise the necessary contract oversight and administration of any subcontracts. These duties include, but are not limited to construction inspection and negotiating and executing change orders (where construction is to occur), monitoring project progress, responding to subcontractor or citizen complaints, coordinating between different subcontracts, and overseeing subcontractor's compliance with the approved project plans and specifications. These activities are to be done in accordance with procedures established by the Grant and by 40 C.F.R. Part 31.1, et seq.

4.9 All reports, invoices, and work products required under this contract will be transmitted to the Director of Watershed Management Division, Department of Environment, Wayne County, care of Mr. Razik Alsaigh, 415 Clifford, Detroit Michigan 48226.

ARTICLE V AUDIT AND ACCESS TO RECORDS

5.1 The *Entity* will maintain and retain financial records and supporting documentation in accordance with generally accepted accounting procedures and in accordance with the requirements of federal and state regulations.

5.2 The *Entity* will cooperate with and assist the County 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 until federal and/or state audit resolution processes have been completed and notification of records disposal has been received by the County. The *Entity* will cooperate with the County with respect to evaluating audit findings of this Agreement.

5.3 The *Entity* will be responsible for the reimbursement of any funds required to be returned to the USEPA due to *Entity* actions or omissions, as determined by audit findings, and hold the County harmless from any repayment therefrom.

**ARTICLE VI
GENERAL PROVISIONS**

6.1 This Agreement is expected to be funded in part with funds from the USEPA. The *Entity* 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 subagreement for monies related to this specific project. This Agreement is subject to regulations contained in 40 C.F.R. Part 31 in effect on the date of the assistance award for this project.

6.2 The *Entity* understands that the County has no funds other than the Grant funds to pay for the project costs. All costs other than the Grant funds associated with the activities which are the subject matter of this Agreement will be the responsibility of the *Entity*.

6.3 The *Entity* will cooperate with the County to ensure timely completion of the tasks undertaken as part of the project. Cooperation includes, but is not limited to sharing information and records, participation in applicable committees, and assisting in development and evaluation of water quality improvement alternatives.

6.4 The *Entity* warrants that it will comply with the provisions of 40 C.F.R. Part 31 and, as applicable, all provisions contained in the Grant. In the event there are any conflicts between the provisions of this Agreement and the terms of the Grant, the Grant terms will prevail. The Grant document and the terms and conditions of the Grant are included here in Attachment "B". The July 30, 1998 letter of the grant fair share goals is included here in Attachment "C". The fair share goals for the Grant as identified in that letter are as follows:

Construction	20% Minority Business Enterprise (MBE)	10% Woman Business Enterprise (WBE)
Services	20% MBE	10% WBE
Equipment	8% MBE	4% WBE
Supplies	8% MBE	4% WBE

6.5 The *Entity* is responsible for securing all necessary permits from regulatory agencies and is responsible for obtaining any professional services necessary for the Project Activities. The *Entity* will act at all times in accordance with applicable federal and state regulations, and will secure any permits and negotiate the terms of agreements in accordance with those requirements.

6.6 If the *Entity* secures any interest in lands, including easements, these acquisitions will be in accordance with applicable federal law and regulations including 49 C.F.R., Part 24 and state statutes related to the taking of interests in land.

6.7 With respect to construction projects, the *Entity* is responsible for conducting post-project evaluation and certifying that any construction meets the approved design criteria. These certifications will be submitted to Wayne County and the USEPA and MDEQ, where appropriate, in accordance with the Grant requirements and applicable regulations. If the project does not meet the design criteria, the *Entity* will be responsible for taking the necessary corrective measures.

6.8 The ownership of any facilities constructed under this Agreement will remain with the *Entity*. The *Entity* agrees to operate and maintain the facility consistent with the Grant project goals and in accordance with the requirements of the applicable federal and state statutes and regulations, Grant conditions, and local ordinances.

6.9 The *Entity* warrants that it will comply with the provisions of 40 C.F.R. Part 31.32 relating to any equipment including computers and peripheral computer equipment purchased as part of this grant assistance project.

6.10 Any amendment to this agreement must be in writing, and signed and acknowledged by a duly authorized representative of each party.

6.11 The *Entity* warrants that it will comply with the provisions of 40 C.F.R. Part 31.36 (d) relating to procurement of services as part of this grant assistance project. For construction contracts the *Entity* shall use bid type contracts. For consulting contracts, the *Entity* shall use any of the four procurement procedures in the 40 CFR 31. For most of the consulting contracts, the RFQ or RFP procurement procedure is the applicable one. The selection of the consultant can be based on qualification or on qualification and cost proposal. Upon consultant selection, procurement documentation must be submitted to the County. The procurement documentation should include:

- Rationale for method of procurement;
- Copy of advertisement, where it was published and for how long;
- Number of proposals received;
- Description of selection process (e.g., pre-established criteria of qualification, cost, or both); and
- Selection of type of contract to be used.

6.12 The *Entity* warrants that it will comply with the provisions of 40 C.F.R. Part 31.36 (f) relating to contract cost or price of services as part of this grant assistance project. Price/cost analysis must be performed by the *Entity* prior to award of any type of contract. The selected contractor must submit a cost proposal to the *Entity*, with cost broken down by task. The cost proposal should consist of the following categories:

- Direct labor (with backup that establish this cost (hours and personnel));
- Overhead (backup to establish this rate);
- Other Direct Expenses (backup to establish this item);
- Subconsultant;
- Subconsultant Administrative Charge (if applicable);
- Total; and
- Fee (Fixed for a fixed fee contract).

The cost analysis consists of the *Entity* determining the reasonableness of the selected contractor's proposed cost (i.e., is the allowable overhead rate used, are correct pay rates used for employees, are expense charges accurate). Price analysis consists of the *Entity* comparing proposed prices received

with other proposals submitted for this job, an independent estimate from the *Entity's* experience or cost estimate from existing master plan. Copies of price/cost analysis documentation should be submitted to the County. After completing the price/cost analysis, any type of the contracts indicated below can be executed:

- Cost plus fixed fee contract;
- Fixed price (lump sum) contract;
- Catalog price contracts (e.g., geotechnical investigations where the price of the tests are established in the market); and
- For certain contracts where the above types are not applicable, the County will allow contracts with proscribed billing rates (per diem contracts), which establishes pay rates for professional categories (e.g., Engineer I, Engineer II, Project Engineer, Field Technical Help, etc.).

These above types of contracts are applicable for the main contractor and for sub-contractors. "Cost plus a percentage of cost" and "percentage of construction cost" methods of contracting shall not be used.

ARTICLE VII WAIVER OF BREACH

7.1 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 VIII TERMINATION

8.1 This Agreement will terminate after the final audit and final resolution of any issues related thereto as described within 40 C.F.R. Part 1, Subpart D.

8.2 This Agreement may be terminated in whole or in part in writing by the County for its convenience. The *Entity* must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the County prior to termination.

This Agreement may be terminated in whole or in part in writing by the *Entity* for its convenience. The County must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the *Entity* prior to termination.

8.3 If termination for convenience is effected by the County or the *Entity*, an equitable adjustment in the Agreement price will be made. The equitable adjustment for any termination will provide for payment to the *Entity* for services rendered and expenses incurred prior to termination. Equitable adjustment also will include termination settlement costs reasonably incurred by the *Entity* and approved by the County, relating to personnel hired specifically for activities related to this

Agreement, provided such costs are eligible and allowable under the terms of the Grant.

8.4 Upon receipt of a termination notice pursuant paragraphs 8.2 or 8.3, above, the *Entity* 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 *Entity* in performing this Agreement, whether completed or in process.

8.5 Upon termination pursuant to paragraphs 8.2 or 8.3, above, the County may take over the work and prosecute the same to completion by Agreement with another party or otherwise.

8.6 All notices of termination will be sent certified mail, postage prepaid and return receipt requested to: Wayne County, Department of Environment, Director of Water Quality Division, 415 Clifford, Detroit Michigan 48226.

ARTICLE IX LIABILITY

9.1 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the *Entity* will be the sole responsibility of the *Entity* and not the responsibility of the County. Nothing herein will be construed as a waiver of any governmental immunity by the *Entity*, its agencies, or employees have as provided by statute or modified by court decisions.

9.2 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the County will be the sole responsibility of the County and not the responsibility of the *Entity*. Nothing herein will be construed as a waiver of any governmental immunity by the County, its agencies, or employees have as provided by statute or modified by court decisions.

9.3 The provisions of Article IX shall survive the expiration or any termination of this Agreement for a period of three (3) years.

ARTICLE X INSURANCE

10.1 The *Entity* shall purchase and, to the extent permissible by law, have the County, its officers, commission, boards, and employees named as additional parties insured under the policy or policies of insurance and maintain such insurance so as to protect the County from claims set forth below which may arise out of or result from the project services, whether such services be by the *Entity*, by any subcontractor, or by anyone directly or indirectly employed by the *Entity*, or by anyone for whose acts any of them may be liable.

10.2 Throughout all phases of the project and for a period of three (3) years after final completion and acceptance by the County of the project services, the *Entity* shall keep in force, at its sole cost

and expense, a professional liability insurance policy for claims for damages arising out of an error, omission, or negligent act in the performance of professional services, with limits of \$1 million dollars per claim and \$1 million dollars in the aggregate for each twelve (12) month period. The *Entity* agrees that the policy may not be substantially modified or canceled without thirty (30) days prior written notice to the County and shall promptly notify the County of any failure to renew such policy as necessary prior to final completion of the Project.

10.3 Throughout all phases of the project and for a period of three (3) years after final completion and acceptance by the County of the project services, the *Entity* shall keep in force, at its sole cost and expense, with insurance companies authorized to do business in the State of Michigan, the following insurance coverages:

10.3.1 Workers' Compensation which meets Michigan's statutory requirements, or other similar employee benefit act of any other state applicable to an employee.

10.3.2 Employers' Liability Insurance, in conjunction with Workers' Compensation Insurance for claims for damages because of bodily injury, occupational sickness or disease, or death of an employee when Workers' Compensation may not be an exclusive remedy. Such insurance shall be subject to limits of liability of not less than \$500,000 dollars for each incident.

10.3.3 General Liability Insurance for claims for damages because of bodily injury or death of any person, other than the *Entity's* employees, or damage to tangible property of others, including loss of use resulting therefrom. Such insurance shall be subject to bodily injury limits of not less than \$500,000 per occurrence and \$1 million annual aggregate and property damage limits of not less than \$500,000 per occurrence or combined bodily injury/property damage limits of not less than \$750,000 per occurrence and \$1 million annual aggregate.

10.3.4 Contractual Liability Insurance for claims for damages that may arise from the *Entity's* contract under Article X concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Agreement, to the extent that such kinds of contractual liability are insurable in connection with, and subject to, limits of liability not less than for the professional liability insurance and general liability insurance set forth in subparagraphs 10.2 and 10.3.3, above.

10.3.5 Comprehensive Automobile Liability coverage, including coverage for all owned, hired, and non-owned vehicles with coverage of \$1 million dollars per occurrence for bodily injury and property damage combined.

10.3.6 Automobile No-Fault Insurance required by law for claims arising from ownership, maintenance, or use of any motor vehicle owned or non-owned, County, or for-hire vehicles, with coverage of \$1million single limit of liability and any applicable first-party benefits based on Michigan's no-fault law.

10.4 Certificates of insurance shall be provided to the County prior to commencing Project Services under this Agreement. Said certificates shall contain a provision that coverage afforded shall not be canceled, materially modified, or allowed to expire unless the insurance carrier has given at least thirty (30) days prior written notice to the County.

10.5 The County and the *Entity* waive all rights against each other and their consultants, agents, and employees for damages covered by any property casualty insurance during the Project Services, but only to the extent covered by such insurance.

10.6 Compliance by the *Entity* with the requirements of this Article as to carrying insurance and furnishing proof thereof to the County, shall not relieve the *Entity* of its liabilities and obligations under this Agreement.

10.7 The provisions of this Article shall survive the expiration of any termination of this Agreement for a period of three (3) years.

ARTICLE XI NON-DISCRIMINATION

11.1 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, the Entity shall comply with:

- A. Titles VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252) and the United States Department of Justice regulations (28 C.F.R. Part 52) issued pursuant to Titles VI and VII;
- B. Environmental Protection Agency regulations (40 C.F.R., Parts 7 and 12);
- C. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07);
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations; and
- F. The Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (1976 P.A. 453), the Michigan Handicappers Civil Rights Act (1976 P.A. 220), and the Wayne County Fair Employment Practice Resolution of April 14, 1970.

11.2 The *Entity* agrees that it will not discriminate against any person, employee, consultant or

applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform tasks particular to a job or position.

11.3 The *Entity* further agrees that it will require each contractor performing services under this Agreement to agree to the provisions of this Article.

11.4 The *Entity* is responsible for complying with all federal and state laws and regulations regarding competitive bidding.

ARTICLE XII ASSIGNABILITY

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

12.2 Neither of the parties hereto may assign this Agreement without the prior written consent of the other.

ARTICLE XIII VALIDITY

13.1 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the contract or make execution impractical.

ARTICLE XIV ENTIRE AGREEMENT

14.1 This document, including any attachments, contains the entire agreement between the parties.

14.2 Neither party has made any representations except those expressly set forth herein.

14.3 No rights or remedies are, or will be acquired, by either party by implication or otherwise unless set forth herein.

ARTICLE XV PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

15.1 If this Agreement involves research, developmental, experimental, or demonstration work

and any discovery or invention arises or is developed in the course of, or under this Agreement, the *Entity* and the County shall retain joint authority to patent or license.

15.2 The parties agree that any plans, drawings, specifications, computer programs, technical reports, operating manuals, and other work submitted, or which are specified to be delivered under this Agreement, or which are developed or produced and paid for under this Agreement are subject to the rights of both parties and both parties shall retain an irrevocable license to reproduce, publish and use in whole or in part and to authorize others to do so.

15.3 This Agreement is funded in part by the USEPA and is therefore subject to the reporting and rights provisions of 40 C.F.R. Part 30 Subpart D including Appendix B and Appendix C.

15.4 This clause shall be included in all subcontracts.

ARTICLE XVI JURISDICTION AND GOVERNING LAW

16.1 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan.

ARTICLE XVII EFFECTIVE DATES

17.1 This Agreement becomes effective and shall allow for billing of costs incurred immediately upon signing by both parties. This Agreement, unless extended by mutual written agreement, expires on December 31, 2008. Should the USEPA require reimbursement by the County of funds transferred to the *Entity* for costs incurred prior to this Agreement, the *Entity* shall be responsible for any such reimbursement.

17.2 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 XVIII PARTY REPRESENTATIVES

18.1 The County's representative for this Agreement is the Director of Water Quality Division, Department of Environment, Wayne County. The *Entity* representative for this Agreement is the City Engineer, City of Novi. Either party may assign alternate representatives upon written notification of the other party.

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

COUNTY OF WAYNE, MICHIGAN

By: _____

ROBERT A. FICANO

Its: Wayne County Executive

CITY OF NOVI, MICHIGAN

By: _____

Its:

ATTACHMENT "A"

Wayne County Department of Environment
Rouge River National Wet Weather Demonstration Project
Round VIII – Part B Funding for Regional Basin Retrofit for Water Quality Improvements
City of Novi
(RVIII-B-05 Sub-grant)

PROJECT PURPOSE AND OBJECTIVES

The Middle One Subwatershed Management Plan identifies excessive storm water flows leading to significant erosion, sedimentation and loss of habitat as key concerns of the subwatershed. The goals of the proposed project are to reduce the frequency of bank full events downstream of the Taft and Bishop regional detention basins. The City of Novi identifies an action item in their SWPPI that discusses retrofitting existing detention basins to reduce storm water quantity and improve storm water quality. By performing the proposed project, Novi will be addressing the following goals of the Middle One Subwatershed Management Plan:

- Reduction of excessive storm water flows that cause bank erosion, sedimentation and loss of habitat for fish and macroinvertebrates.
- Reduction of high sediment levels that contribute to a degradation of aesthetics, can limit light to aquatic plants that carry urban pollutants.

Proposed Project Description

The proposed project consists of retrofitting two (2) regional detention basins. The Taft Basin is located along the Walled Lake Branch of the Middle Rouge River, and the Bishop Basin is located along Bishop Creek. These two basins are identified in the City of Novi's Storm Water Master Plan Update as providing inadequate attenuation. The lack of attenuation is causing stream bank erosion from excessive bank full flows in the vicinity of the Taft and Bishop Basins. The lack of attenuation varies based on the storm event and is also specific to each basin. It should also be noted that from our field investigations over the years, we have observed an increase in what appears to be unnatural stream bank erosion. This is a sign of an increase in the number of bank full events that occur as compared to a pre-developed condition.

The basin control structures will be redesigned to provide attenuation at high frequency events (i.e. 1, 2 and 10-year. Currently it appears that most of the regional basins were designed to attenuate larger events above the 10-year.

The City of Novi is, therefore, applying for a Round VIII, Part B RPO grant to retrofit the two existing regional detention basins. This will be accomplished by retrofitting the outlet control structures, installing in-line sediment traps, retrofitting wet pond areas, and stream restoration and native plantings in the wet pond areas. By reducing the frequency of bank full events, the stream banks downstream of each basin will naturally reestablish vegetation. As vegetation is reestablished, stream banks will repair more quickly after larger storm events. Water quality will be improved for both basins and their associated streams due to a decrease in unnatural sedimentation.

A. Anticipated Impact/Benefits of the Project to the River/Subwatershed/Watershed

The anticipated benefit of this project is to reduce the excessive storm water flows in order to reduce erosion, sedimentation and increase habitat for fish and macroinvertebrates. This project should also reduce the high sediment levels that contribute to the degradation of aesthetics and limit the light to aquatic plants.

B. Project's Consistency with the Goals and Objectives of the Subwatershed

This project addresses the following two goals of the Middle One Subwatershed Management Plan:

- Reduction of excessive storm water flows that cause bank erosion, sedimentation and loss of habitat for fish and macroinvertebrates; and
- Reduction of high sediment levels that contribute to a degradation of aesthetics, can limit light to aquatic plants that carry urban pollutants.

Implementation of the retrofits for each basin will reduce the bank full events, which will allow the banks to naturally reestablish vegetation. This will decrease erosion and sedimentation in downstream reaches of each stream. By encouraging retrofit applications to existing detention basins, this project will be a showcase for other regional detention basins that are not performing as originally designed.

C. Cooperative, Innovative, or Demonstrative Nature of the Project

It is planned that the City of Novi will provide a narrative of their experience on this project with before and after photos as an aid to other communities considering detention basin retrofits. The stream bank inventory will be performed before and for two (2) years after the project to assess benefits. The assessment will extend past the duration of this grant project.

Task Descriptions:

Task #1 – Project Administration, External Coordination and Reporting

The purpose of this task is to provide proper oversight and administration of the grant management process. Under this task, the City will procure professional services of an engineering consultant to provide design as well as construction administration and inspection services. The City of Novi will conduct the following to procure the consultant:

- Prepare and advertise a Request for Qualifications (RFQ) as required by 40 CFR 31 (Code of Federal Regulations Volume #40, Part 31)
- Evaluate responses according to a predetermined selection process and select the service provider based on qualifications.

Also as part of Task #1, Novi will provide quarterly progress reports with invoice documentation to the Wayne County RPO, describing each activity by task along with its status of completion.

Deliverables: Quarterly progress reports to Wayne County RPO, RFQ document, advertisement, and selection procedures.

Task #2 – Field Investigation & Topographic Survey

Under this task, the City of Novi and consultants will perform a field investigation at each basin as well as a stream bank inventory upstream and downstream of the basins. Specific work efforts include:

- Visit each basin and conduct a habitat assessment downstream of both the Taft and Bishop basins. Existing site conditions will be documented in field notes and digital photographs. A stream bank erosion inventory and site numeric ranking will be performed downstream of the basins to assist with the qualitative monitoring of the proposed retrofits.
- Obtain topographic survey cross sections upstream and downstream of the two basins as well as at each basin.

Deliverables: Results of habitat assessment, site numeric ranking spreadsheet, digital photographs, topographic survey.

Task #3 – Conceptual Design

Under this task, the City, with assistance from a Consultant, will evaluate the data obtained in Task 1 and develop preliminary plans for the pond retrofits at Taft and Bishop Basins. The City and their Consultant will meet with the MDEQ and stakeholders to obtain input. Based on input from stakeholders, the plans will be revised and presented to the MDEQ for input. Specific work efforts include:

- The Consultant will develop conceptual design plans including a proposed meandering stream at Taft Basin, location of in-line sediment trap upstream of Taft Basin, riparian corridor enhancement, preliminary in-stream habitat improvements, and outlet retrofits. Habitat improvement for the Bishop Basin will include stump islands, potentially an in-line sediment trap and riparian buffers.
- The conceptual plans will be provided to project partners, regulatory agency personnel and stakeholders. The plans will be revised based on input and submitted to the MDEQ for initial comments.
- The Consultant will develop preliminary construction cost estimates for all construction elements.

Deliverables: Conceptual plans, summaries of meetings, cost estimates.

Task #4 – Hydrologic and Hydraulic Analysis

Under this task, the Consultant will develop a hydraulic model of the existing and proposed conditions to determine the sizing of the basin outlet retrofit. Water surface elevations and hydraulic data will be computed to support the project design and permitting process. A steady state hydrologic model has been prepared and backwater analyses have been developed for both creeks for recurrence intervals up to the 100-year. Based on this information, we will develop stage-discharge relationships for each existing structure. The proposed retrofits will maximize attenuation by picking the smallest retrofitted outlet size that shows decreased flow rates for the smaller storms (e.g. 1-year, 2-year, 10-year) while not increasing and/or maintaining the stage for the 100-year flow. Specific work efforts include:

- The City Consultant will develop a hydraulic model of the basin and its upstream/downstream channel slated for restoration for both the existing and proposed conditions. The analysis will be developed for the 1, 2, 10, 50 and 100-year storm events.
- Based on the hydraulic results, the Consultant will determine the appropriate channel and floodplain size, channel slope, in-stream habitat structures and sizes of created wetland areas and associated control structure modifications.

Deliverables: Completed hydraulic calculations along with summary report.

Task #5 – Regulatory Coordination and Permitting

Under this task, the City, with assistance of a Consultant, will coordinate activities with the appropriate regulatory agencies. Close coordination and regular meetings will be held with regulatory agencies to facilitate close communication. Specific work efforts include:

- Meet with the MDEQ and project partners to set timetables and discuss initial concepts prior to initiating the design.
- Meetings will be held as needed to facilitate communication with the MDEQ.
- Based on the agreed upon conceptual design, the City Consultant will prepare and submit for permits.
- The Consultant will prepare permit application materials as necessary and obtain necessary construction permits.

Deliverables: Permits

Task #6 – Final Engineering Design and Preparation of Contract Documents

Under this task, the Consultant will prepare a final design and prepare contract documents. Specific work efforts include:

- The Consultant will finalize the engineering design and apply for necessary permits.
- The Consultant will prepare final engineering plans and contract documents.
- The City of Novi will review the engineering plans and contract documents.
- The Consultant will incorporate City comments into the plans.
- The Consultant will forward engineering plans and contract documents to the MDEQ, Surface Water Quality Division, Nonpoint Source Engineer for review and comment.
- The Consultant will revise engineering plans and contract documents based upon MDEQ comments.
- The Consultant will develop an Engineer's Estimate of project costs.

Deliverables: Permits and easements required for construction, final plans and contract documents, Engineer's Estimate

Task #7 – Project Construction and Construction Administration

Under this task, the City will administer and observe construction of the project. Specific work efforts include:

- Once a contractor is accepted by the City and DEQ, contracts will be processed, and a pre-construction meeting will be conducted and documented.
- During construction, coordinate critical activities, meetings with residents, contractors, and government agencies.
- Process contractor pay requests and other construction documents, and will provide overall project supervision.

Deliverables: Completed construction

Task #8 – Stream Bank Assessment & Final Project Report

Under this task, the City's Consultant will monitor the stream banks downstream of each basin.

- The stream banks downstream of each basin will be monitored for two (2) years.
- Submit an electronic copy of all before and after photos and other project-related photos with the final report. Photos and assessment will continue to be taken past the duration of this RPO grant.
- Prepare final grant closeout report.

Deliverables: (1) electronic copy of all before and after photos and final project report.

PROJECT BUDGET

The estimated total project cost for this work is \$405,000. The federal grant funding requested is 50% of this amount or \$202,500. A summary of the tasks with associated costs is shown in the table below. A table showing detailed cost breakdown is also attached.

Task	Task Cost	Effort
1. Project Administration, External Coordination and Reporting	\$ 15,000	Admin
2. Field Investigation & Topographic Survey	\$ 10,000	Planning
3. Conceptual Design	\$ 10,000	Design
4. Hydraulic analysis	\$ 10,000	Design
5. Regulatory Coordination and Permitting	\$ 10,000	Planning
6. Final Engineering Design and Preparation of Contract Documents	\$ 20,000	Design
7. Project Construction and Construction Administration	\$320,000	Construction & Construction Admin
8. Stream Bank Assessment & Final Project Report	\$ 10,000	Admin

Total Cost = \$405,000
Federal Grant Funds = \$202,500

LOCAL MATCH

The local match is expected to be provided through the City of Novi Drain Fund.

City of Novi
Regional Basin Retrofit for Water Quality Improvements for Taft & Bishop Basins
Timetable of Activities

Tasks		Quarter 1			Quarter 2			Quarter 3		
		Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08
1	Project Admin, Ext Coordination & Reporting									
2	Field Investigation & Topographic Survey									
3	Conceptual Design									
4	Hydraulic Analysis									
5	Regulatory Coordination & Permitting									
6	Final Engineering Design & Preparation of Contract Documents									
7	Project Construction and Construction Administration									
8	Stream Bank Assessment & Final Project Report									

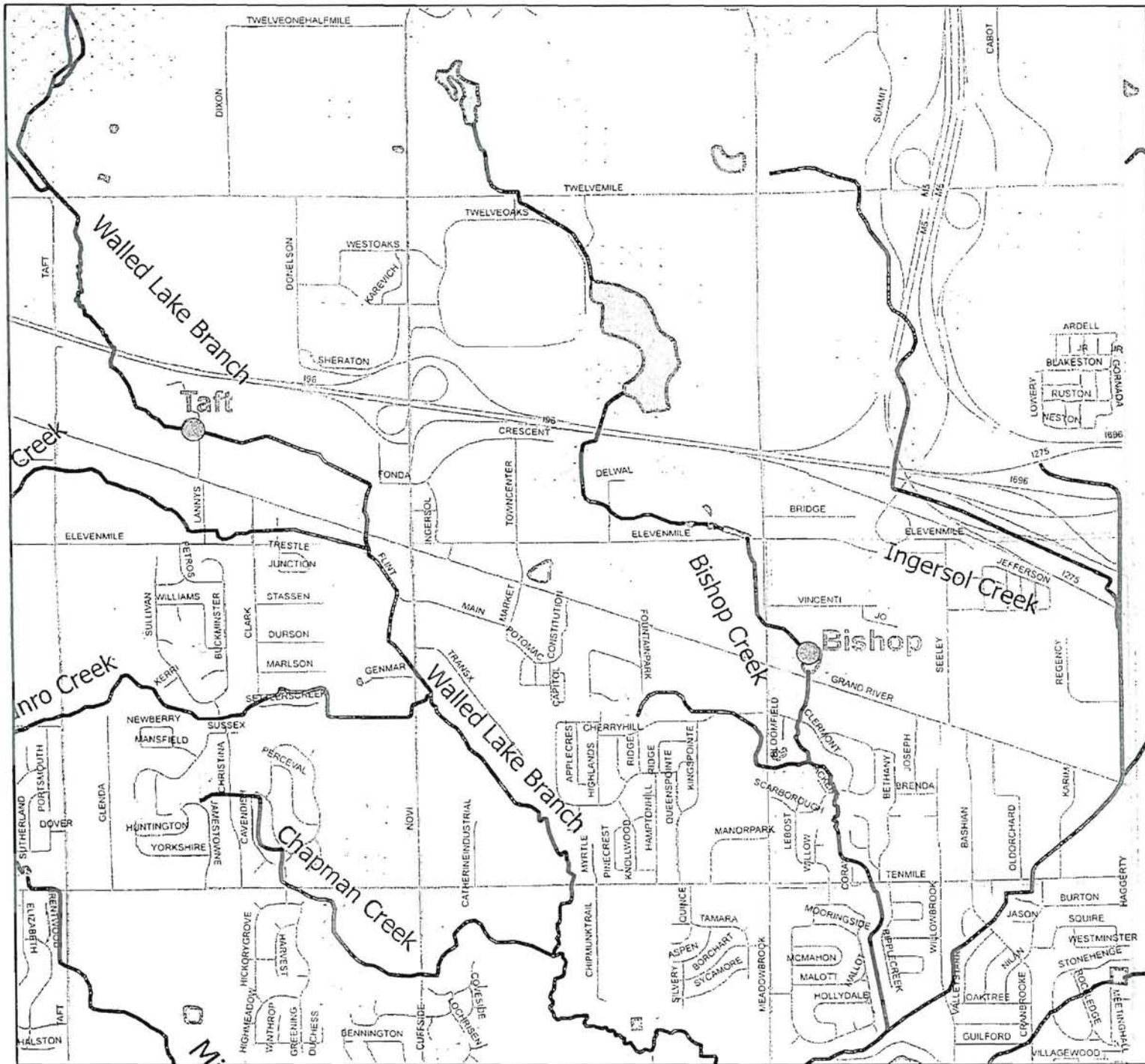
Tasks		Quarter 4			Quarter 5			Quarter 6		
		Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
1	Project Admin, Ext Coordination & Reporting									
2	Field Investigation & Topographic Survey									
3	Conceptual Design									
4	Hydraulic Analysis									
5	Regulatory Coordination & Permitting									
6	Final Engineering Design & Preparation of Contract Documents									
7	Project Construction and Construction Administration									
8	Stream Bank Assessment & Final Project Report									

Note:

1. Please note that stream banks will continue to be assessed two (2) years after the construction has been completed, past the duration of this grant.

Taft & Bishop Basins

Site Location Map
Subwatershed Map
Existing Conditions – Taft
Proposed Plan – Taft
Existing Conditions – Bishop
Proposed Plan - Bishop



City of Novi, MI



MDEQ CMI Grant Application

Regional Basin Retrofit for Water Quality Improvements

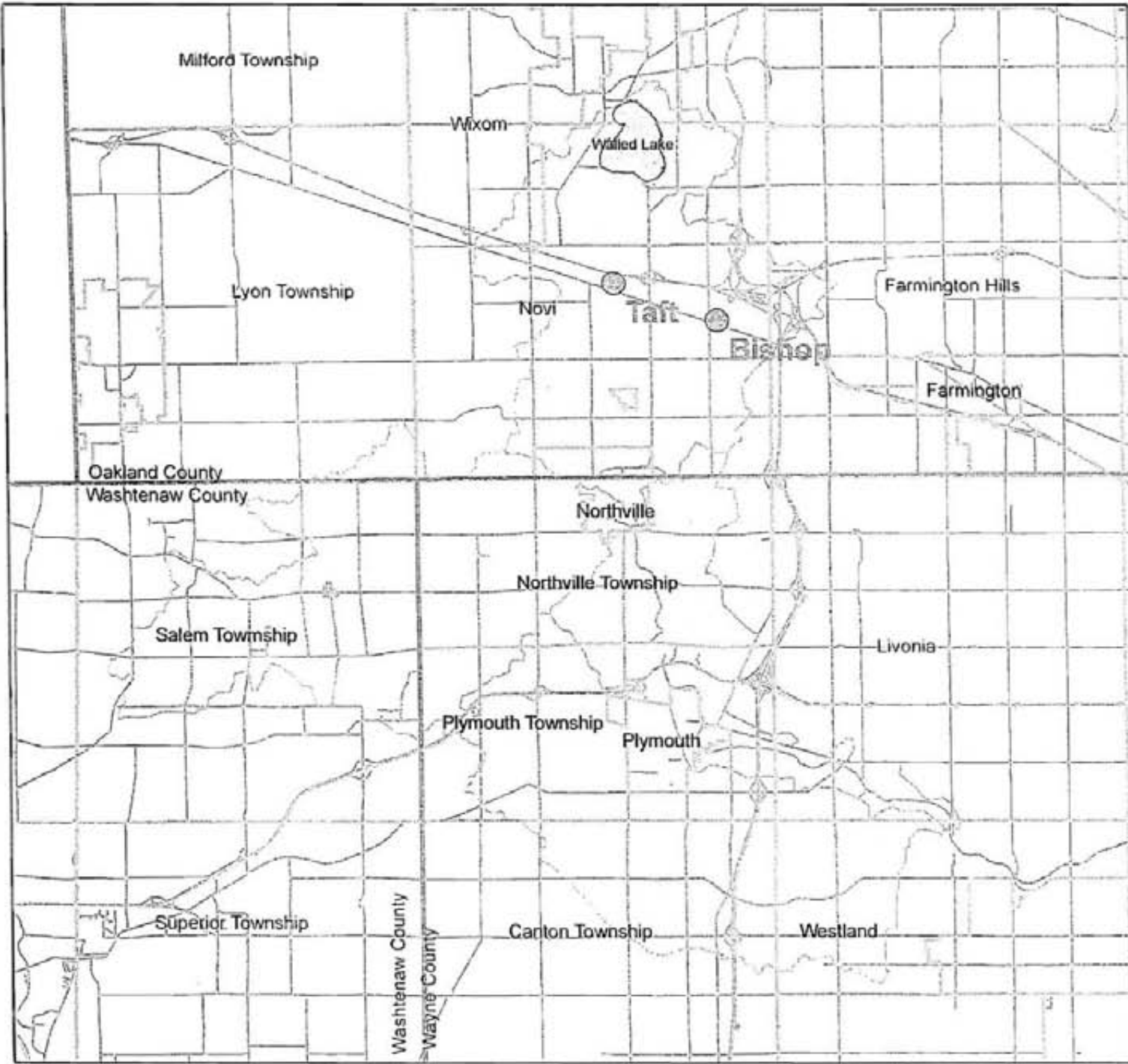
Exhibit 1: Site Location Map



Legend

- Detention Basin Location
- Streams
- Open Water
- Natural Wetlands
- Municipal Boundary





City of Novi, MI



MDEQ
CMI Grant Application

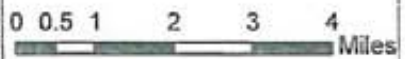
Regional Basin Retrofit
for Water Quality
Improvements

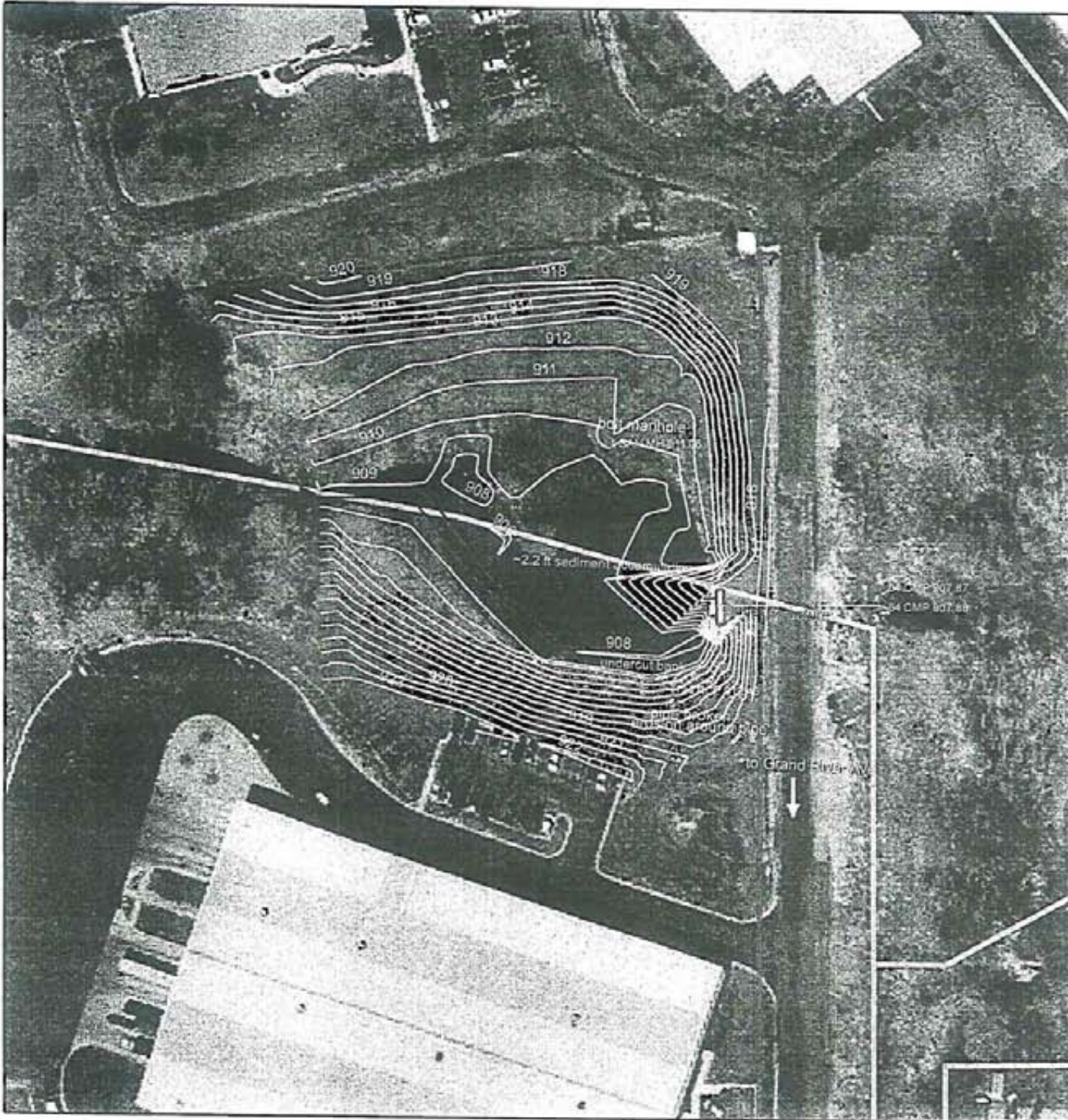
Exhibit 2:
Subwatershed Map



Legend

- Detention Basin Location
- Middle 1 Subwatershed
- Municipal Boundary
- County Boundary
- Roads





City of Novi, MI



MDEQ
CMI Grant Application

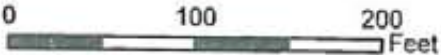
Regional Basin Retrofit
for Water Quality
Improvements

Exhibit 3a: Existing
Conditions Plan for
Taft Basin



Legend

- Waterway (Surveyed)
- × Select Survey Points
- Surveyed Contours
- Parcel



City of Novi, MI



MDEQ
CMI Grant Application

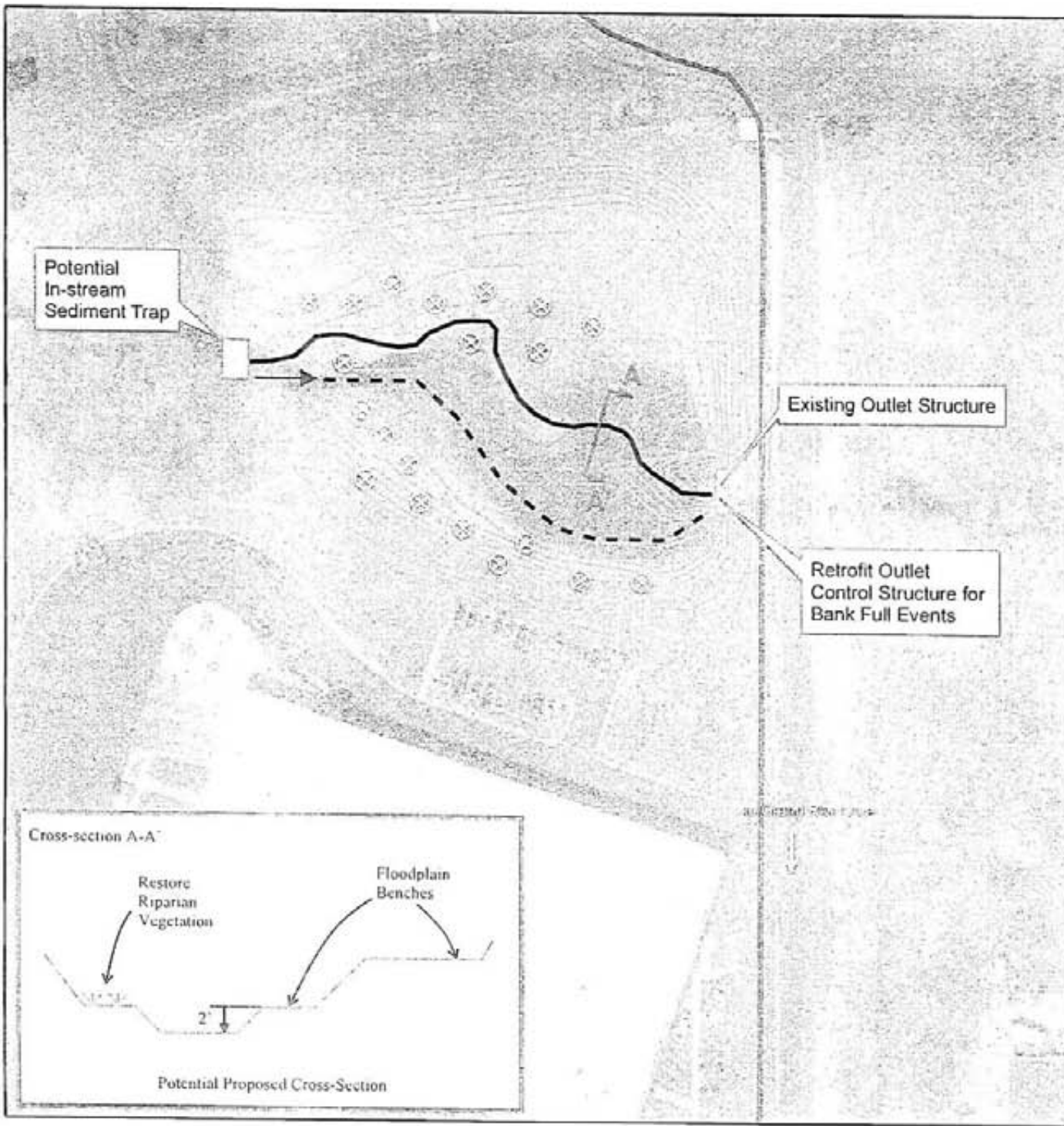
Regional Basin Retrofit
for Water Quality
Improvements

Exhibit 4a: Proposed
Plan for Taft Basin



Legend

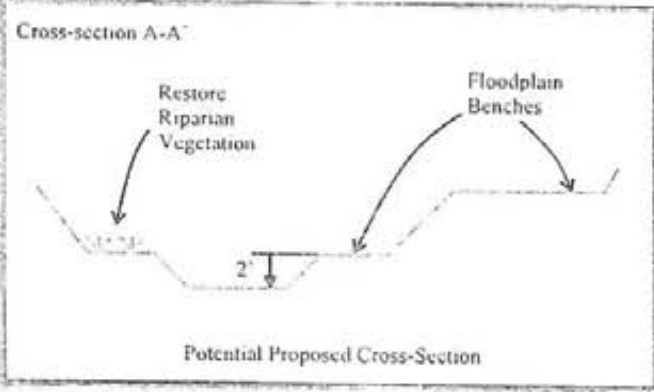
- - Existing Stream
- Proposed Meandering Channel
- - - Surveyed Contours
- Tree Plantings



Potential
In-stream
Sediment Trap

Existing Outlet Structure

Retrofit Outlet
Control Structure for
Bank Full Events



Potential Proposed Cross-Section



City of Novi, MI






MDEQ
CMI Grant Application

Regional Basin Retrofit
for Water Quality
Improvements

Exhibit 3b: Existing
Conditions Plan for
Bishop Basin



Legend

-  Select Survey Points
-  Surveyed Contours
-  Parcel



City of Novi, MI



MDEQ CMI Grant Application

Regional Basin Retrofit for Water Quality Improvements

Exhibit 4b: Proposed Plan for Bishop Basin



Legend

- Proposed Wetland Vegetation
- Stump Islands/Boulder
Habitat Structures
- Surveyed Contours

0 100 200 Feet

OHM
Engineering Advisors





7.9.07
To: Mayor and City Council Members

MEMORANDUM

Good news from our Engineering Division to secure a \$202,500 grant to get three basins completed in next year.

To: Clay Pearson, City Manager
Pam Antil, Assistant City Manager

From: Rob Hayes, City Engineer *RH*

Re: Federal Grant for Bishop and Taft Regional Storm Water Detention Basins

Date: July 9, 2007

X We recently learned that the City of Novi will be awarded a federal grant for improving two regional storm water detention basins: the Bishop basin located on the north side of Grand River just east of Meadowbrook, and the Taft basin located north of Grand River between Taft and Novi Roads. You may recall that the Phase II Storm Water Master Plan recommended that five regional basins rated as "high priority" be improved within two years - primarily because they provide limited attenuation of flow during storm events. These five basins include Bishop and Taft as well as the C&O, West Oaks, and Cedar Springs basins.

Engineering staff applied for the grant in May through Wayne County's Rouge Project Office (RPO). It is expected that the Wayne County Commission will give final approval of the grant within the next month. Once Novi enters into an inter-agency agreement with RPO this fall, grant funding will become available so that the project may commence in November 2007. The basin improvements are to be completed no later than November of 2008.] X

This will be a 50% federally funded grant providing Novi with \$202,500 in revenue. The remaining \$202,500 to retrofit the Bishop and Taft basins will be Novi's local share. Although the other three high priority basins were not included in the grant application, our plan is complete design engineering for the Bishop, Taft and C&O basins in 2nd and 3rd Quarters, with construction in 4th Quarter and 1st Quarter of FY 08/09 (the C&O basin will be funded completely by Novi's Drain Fund). The West Oaks and Cedar Springs basins are slated for improvement in FY 08/09 and FY 09/10, respectively, and may be candidates for future grant opportunities.

Please contact me if you have any questions or comments in regards to this grant award.

cc: Kathy Smith-Roy, Finance Director
Brian Coburn, Civil Engineer



Wayne County
Department of Environment
Watershed Management Division
MEMORANDUM

To: Kurt Giberson, Chair
Alliance of Rouge Communities
From: Kelly A. Cave, Director *KAC*
Re: Round VIII Subgrant Program
Rouge River National Wet Weather Demonstration Project
Date: 21 June 2007

Wayne County is very pleased to announce the recommendations for projects to receive funding under the Rouge VIII Subgrant Program of the Rouge River National Wet Weather Demonstration Project (Rouge Project).

The *Round VIII Notice of Grant Availability (NGA)* was publicized on March 16, 2007 after review by the ARC Technical Committee. Proposals were received on May 14, 2007 as follows:

1. **Round VIII-Part A:** This part is for activities related to control of combined sewer overflows (CSOs) and sanitary sewer overflows (SSOs) to the Rouge River. The target allocation of grant funding for Round VIII-Part A was \$ 800,000 (\$ 2,000,000 in total project costs). There were two proposals received by the County under this part for \$3,059,490 in total project costs (\$1,223,796 federal; \$1,835,694 local share).
2. **Round VIII-Part B:** This part is for activities related to the responsibilities under the MDEQ Storm Water General Permit and located within the Rouge River Watershed. The target allocation of grant funding for Round VIII-Part B was \$ 1,300,000 (\$ 2,000,000 in total project costs). There were 20 proposals received by the County under this part for \$3,808,309 in total project costs (\$ 1,863,878 federal; \$1,944,431 local share).

The proposals were reviewed by a five person selection committee based on criteria published in the NGA. The attached tables present the recommendations for awards under the Round VIII subgrant program. Under Part A (CSO/SSO control), there were two projects awarded funding. Under Part B (Stormwater/Watershed Management), there were 12 projects awarded funding. These projects are recommended for funding pending agreement by the agency to required changes to and conditions on the scope of work and budget for the project. The required changes and conditions will be discussed with the agency at the project startup meeting. The projects recommended for funding are pending approval of Wayne County Commission.

In addition, Wayne County anticipates that additional Rouge Project funding will be available for ARC activities during 2008.

Rouge River National Wet Weather Demonstration Project
Projects Recommended for Funding
Round VIII Part A Federal Grants for CSO/SSO Control Projects

Project Number	Lead Agency	Project Description	Federal Share
RVIII-A-01	WCDOE- Engineering	North Huron Valley / Rouge Valley Sewer System Evaluation Project	\$395,237
RVIII-A-02	City of Dearborn	Sewer Separation of CSO Outfall 012	\$404,763
Total			\$800,000

Proposals Submitted May 14, 2007

CSO=Combined Sewer Overflow

SSO=Sanitary Sewer Overflow

SW = Storm Water

NOTE: These projects are recommended for funding pending agreement by the agency to required changes to and conditions on the scope of work and budget for the project. The required changes and conditions will be discussed with the agency at the project startup meeting. The projects recommended for funding are pending on approval of Wayne County Commission.

Rouge River National Wet Weather Demonstration Project
Projects Recommended for Funding
Round VIII-Part B Federal Grants for Storm Water General Permit Activities

Project Number	Lead Agency	Project Description	Federal Share
RVIII-B-01	South Oakland County Water Authority	Rouge-Friendly Lawns & Landscapes: Demonstration Projects & Public Education	\$35,000
RVIII-B-02	Friends of the Rouge	Public Education and Involvement Projects - Round VIII	\$255,393
RVIII-B-04	University of Michigan - Dearborn	Storm Water Education - Round VIII	\$166,618
* RVIII-B-05	City of Novi	Regional Basin Retrofit for Water Quality Improvements	\$202,500 *
RVIII-B-06	Bloomfield Township	Hadsell Detention Basin Enhancement	\$74,344
RVIII-B-08	Northville Twp	Water Quality Monitoring and SWPPI Activities	\$44,925
RVIII-B-09	City of Southfield	Beech Woods Naturalized Streambank and Soil Erosion Control Project	\$49,250
RVIII-B-12	Van Buren Twp	Vegetation Enhancements for Improved Pollutant Removal Efficiencies	\$59,500
RVIII-B-15	City of Farmington Hills	Danvers Pond Removal and Stream Restoration Design	\$274,092
RVIII-B-16	Cranbrook	Rouge River Water Festival @ Cranbrook 2008	\$39,859
RVIII-B-19	Canton Township	Canton Detention Basin Enhancement - Round VIII	\$100,018
RVIII-B-20	Canton Township	Workman Elementary Schoolyard Habitat	\$23,050
Total			\$1,314,545

Proposals Submitted May 14, 2007

CSO=Combined Sewer Overflow

SSO=Sanitary Sewer Overflow

SW = Storm Water

NOTE: These projects are recommended for funding pending agreement by the agency to required changes to and conditions on the scope of work and budget for the project. The required changes and conditions will be discussed with the agency at the project startup meeting. The projects recommended for funding are pending on approval of Wayne County Commission.