

**SOUTHWEST MICHIGAN PLANNING COMMISSION
REQUEST FOR PROPOSALS FOR
DESIGN, ENGINEERING AND CONSTRUCTION & GRANT
ADMINISTRATION SERVICES**

**Issue Date: October 17, 2024
Proposals will be accepted until November 11, 2024**

Section 1: Instructions

1.1 Purpose: The Southwest Michigan Planning Commission (SWMPC) is releasing this Request for Proposals (RFP) for an Engineering Consultant (Consultant) which is open to all interested firms to provide comprehensive engineering services throughout preconstruction, construction and post construction phases that includes design, permitting, grant reporting and compliance and construction oversight. The Consultant shall prepare plans, specifications and bid documents, manage the bidding process, oversee project construction and assist SWMPC with grant reporting and compliance. Funding for this project is provided by the Michigan Department of Environment, Great Lakes and Energy (EGLE) with funds from a grant from the Environmental Protection Agency’s (EPA) Great Lakes Restoration Initiative (GLRI), so certain State and Federal provisions will apply.

1.2 Selection Process: Interested firms must respond to the requirements included herein. This technical proposal, as well as an interview (if determined necessary) will be evaluated to determine the lowest qualified bid to provide services for this project. SWMPC reserves the right to reject any and all proposals and may stop the selection process for the project at any time.

1.3 Selection Criteria: Submissions will be evaluated on the following criteria:

| <u>Criteria</u> | <u>Points</u> |
|--|----------------------|
| Quality of the Work Plan/Approach | 30 |
| Cost Effectiveness | 20 |
| Personnel (experience, qualifications, knowledge of project area/community, specific experience with green stormwater infrastructure and projects funded by EGLE/EPA state and federal grants) | 20 |
| Capability (firm experience, references, ability to complete project tasks on time and budget) | 20 |
| Completeness of Response | 10 |
| Total Available Points | 100 |

Respondents scoring less than 75 points on all non-cost criteria may be determined unqualified.

1.4 Instructions for Proposal and Deadline: Bidders must submit a complete, straightforward response to this RFP. The proposal (3 hard copies and one digital) must be dropped off or mailed to:

Southwest Michigan Planning Commission
376 W. Main Street, Ste 130
Benton Harbor Michigan, 49022

To be considered responsible and responsive, proposals must be received by 5:00 pm EST, on November 11, 2024. Please limit file sizes to 10mb or less. Bidder's failure to submit a proposal as required may result in being deemed nonresponsive. SWMPC reserves the right to extend the deadline for submissions of responses.

Schedule

Questions due: October 30, 2024

Responses to questions issued: November 1, 2024

Proposals due: November 11, 2024

Interviews (if necessary): November 12-15, 2024 (as mutually agreed upon date/time)

Approval By: November 20, 2024

1.5 Contract Award: Contract award will be undertaken by SWMPC with the firm whose proposal is determined to be the lowest qualified bidder. The interview, if needed, may be conducted at SWMPC or in a virtual format. In the event SWMPC and the successful candidate are unable to agree upon the terms and provisions of a definitive agreement, SWMPC reserves the right to negotiate with another firm or firms.

1.6 Additional Information: SWMPC reserves the right to require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of this RFP.

1.7 Rejection of Proposals: SWMPC reserves the right to reject any or all proposals, in whole or in part, received as a result of this RFP.

1.8 Incurring Costs: SWMPC is not responsible for any cost incurred by bidders prior to acceptance of a proposal and the award and execution of a contract. All costs incurred for the proposal preparation presentation, or contract negotiations are the responsibility of the Consultant. SWMPC shall not be responsible for, and will not pay, the cost for any information solicited or received.

1.9 Responsibilities of the Consultant: The Consultant is responsible for all services including development of design drawings, and managing bidding processes and overseeing the preconstruction, construction, and postconstruction phases, as well as assisting with project grant reporting and grant compliance. The services shall include but are not necessarily limited to developing design documents, cost estimating, coordinating design modifications, assembling contract bidding documents, assist with promoting bid opportunities to veteran, women, and minority owned businesses, assisting with bid opening and ensuring compliance with competitive bid requirements. Designs will need to be responsive and approved by the owners of the property (City of Benton Harbor and Home Depot). Responsibilities also include the supervision of trade construction contractors in the performance of their contracts assuring efficient use of materials to provide quality construction at the lowest responsive, responsible cost in accordance with the architectural/engineering contract documents, drawings and specifications with owner approved modifications. (See tasks in scope of services below in section 2 for more details.) The Consultant recognizes SWMPC's overall fixed budget based on the grant agreement attached and shall endeavor in a relationship of trust with SWMPC to monitor and make recommendations to accomplish the project within the fixed project budget.

1.10 Inquiries: Questions may be sent to hamiltonm@swmpc.org. All inquiries must be submitted no later than October 30, 2024. Questions will be responded to via email and posted on our website at www.swmpc.org/doingbusiness.asp.

1.11 Public Information. All information submitted in response to this RFP shall become the property of SWMPC, and as such, may be subject to public review as public records.

Section 2: Project Details

2.1 Project Description: SWMPC has received grant funding administered by the MI Department of EGLE through a grant with the EPA GLRI to reduce and treat polluted runoff into Ox Creek in Benton Harbor, Michigan.

This project will be to construct two green stormwater projects at these locations:

| Project | Property Owner | Location |
|---------|--------------------|---|
| 1. | Home Depot | 2075 Pipestone Road, Benton Harbor, MI |
| 2. | Benton Harbor City | Hall Park, 449 Highland Avenue, Benton Harbor, MI |

Project 1 is designing/installing green infrastructure best management practices at the I-94 retail area (anticipated to be Home Depot) which is estimated to treat 450,000 gallons of stormwater. Project 2 is designing/installing green infrastructure and public access at Hall Park and is estimated to treat 400,000 gallons of stormwater. Overall, outcomes include reduced and filtered runoff and improved resiliency to climate change. Watershed residents will benefit from improved water quality due to reduced and treated runoff, reduced flashiness and improved public access. See the attachments for more details on the 2 projects, the approved overall scope of work and budget (SWMPC’s subrecipient agreement with EGLE and the agreement between EPA and EGLE) and the preliminary concepts.

2.2 Project Budget: The dollar amount of the submitted proposal is intended to cover the cost of Consultant services during preconstruction, construction, and postconstruction phases, as well as project grant reporting and grant compliance. The total budget for consultant services and contractor work for construction cannot exceed the project budget in the attached agreement between EGLE and SWMPC.

2.3 Anticipated Schedule: Construction bidding may start at any time after construction documents have been completed and approved by SWMPC and EGLE. Construction can start after EPA grants SWMPC/EGLE NEPA clearance. The expected schedule is as follows; however, it may need to change based on factors such as other construction being undertaken at Hall Park, Home Depot’s requirements, issuance of NEPA clearance, etc. Note that this is different than in the attached agreement because of project delays. The schedule below is the current schedule.

| Key Tasks with Timeline and Milestones - X = Activity ● = Milestone Met | | | | | | | | | |
|---|----------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|---------------------|-----------------------|
| | Q1 9/23– 12/23 | Q2 1/24– 3/24 | Q3 4/24– 6/24 | Q4 7/24– 9/24 | Q5 10/24– 12/24 | Q6 1/25– 3/25 | Q7 4/25– 6/25 | Q8 7/25– 9/25 | Q9 10/25– 12/25 |
| 2.1 Develop Design and Bid Packages | | | | | | | | | |
| 2.1.1. Conduct competitive process | | | | | X | | | | |
| 2.1.2. Execute contract(s) | | | | | ● | | | | |
| 2.1.3. Design process | | | | | X | X | | | |
| 2.2 Construct 2 Projects | | | | | | | | | |
| 2.2.1 Conduct competitive process | | | | | | x | x | | |

| | | | | | | | | | |
|--|--|--|--|--|---|---|---|---|-----|
| 2.2.2 Execute contract(s) | | | | | | | • | | |
| 2.2.3 Construction | | | | | | | X | X | X • |
| 2.3 Design & Install Signs | | | | | | | | | |
| 2.3.3 Install signs | | | | | | | • | | • |
| 2.4.2 Plan and Host groundbreaking ceremonies | | | | | X | X | • | | |
| 2.4.3. Plan and Host ribbon cutting ceremonies | | | | | | | | X | X • |
| 2.5 Submit Reports to EGLE | | | | | X | | | X | X |

2. 4 SCOPE OF SERVICES

The services provided by the Consultant will include:

- 1.** Project initiation meeting
- 2.** Site Investigation - Topographic Survey and Soil Borings
- 3.** Design
- 4.** Construction and Bid Specification Documents
- 5.** Permits
- 6.** Bid Process and Selection of Construction Contractor
- 7.** Construction Administration and Site Inspection
- 8.** Federal Funds Compliance
- 9.** Grant Reports and Administration

Scope of Services Description:

Task 1: Project Initiation Meetings

SWMPC, Consultant, property owners and any other partners responsible for managing the projects, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring contractors, federal/state compliance requirements, ADA requirements, and any other information which would assist in project completion. The Consultant shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting.

Task 2: Site Investigation - Topographic Survey and Soil Borings

The Consultant should prepare a full topographic survey of the site to be improved, conduct necessary soil borings (as directed by EGLE) or other site-specific evaluations needed to prepare the design. Work may include, at a minimum, identification and mapping of the following for the 2 sites:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, utilities or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Soil Borings and geotechnical evaluation
- Topography and hydrology

- Natural resources, including location of mature trees, wetlands delineation (to be provided)
- Analysis of site constraints, needs and opportunities

Task 3: Design

The Consultant shall prepare draft and final designs based on the attached agreement and feedback from EGLE, SWMPC and property owners. The Consultant shall provide as-needed value engineering and construction advice regarding materials, methods, systems, and other conditions as they affect the project constructability and cost. The parking design at Hall Park must meet the requirements for a federal aid eligible road. The designs shall be provided to the SWMPC, EGLE and property owners for review and concurrence. It is anticipated that design review meetings with SWMPC and others will be held at the 30%, 60% and 90% stages. Prepare estimates at 60% and 90% of each phase so the scope of work and project costs can be aligned. Estimated stormwater treatment and pollution reduction calculations that meet EPA and EGLE standards must be developed. Drawings should include the scale of the drawings prepared and the seal of the professional who is overseeing the design. The Consultant shall work with SWMPC and property owners to identify acceptable bid alternatives and provide budget estimates for the alternates for review.

Task 4: Construction and Bid Specification Documents

The Consultant shall prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to SWMPC, EGLE and the property owners for review and concurrence. Final construction documents must be certified by a licensed professional engineer, architect or landscape architect and the appropriate seal must be affixed to these documents.

Task 5: Permits

Provide as needed services in applying for, tracking, securing, and serve as a permit holder whenever possible for all required project permits. Pay all required permit and inspection fees necessary (reimbursable) for a fully permitted project. Communication and coordination with property owners and also any relevant utility companies to the extent needed to execute the project. The Consultant shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. Such permits include but are not limited to permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the Consultant to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits. Copies of all required permits and approvals shall be submitted to SWMPC upon receipt.

Note that EPA is conducting the SHPO and NEPA clearances required for the project. These activities are in progress.

Task 6: Bid Process and Selection of Construction Contractor

After the final design and construction documents have been approved by SWMPC, EGLE and property owners, the Consultant shall assist with preparing and distributing bid documents to select a construction contractor. The bid invitation shall require the respondents to demonstrate

their ability to satisfy any applicable Federal requirements. The Consultant will distribute and issue construction documents to bidders and receive bids following any requirements outlined in the subrecipient agreement with the EGLE and the agreement between EPA and EGLE (attached). These include requirements regarding distribution of bid announcements to veteran, women, and minority owned businesses and details cost thresholds for competitive bid requirements.

The Consultant will be responsible for administering the bid process including bid advertisement, pre-bid meeting, answering contractors' questions and requests for information, issuing addenda as necessary, attending the bid opening, tabulating the bids, qualifying contractors as required to ensure financial solvency and labor availability and providing SWMPC a recommendation for award of the construction contract.

Upon award of the contract the Consultant shall prepare a draft contract or contract(s) to conduct the work with the selected construction contractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule, the project cost, Federal requirements, dispute resolution and insurance requirements.

Task 7: Construction Administration and Site Inspection

After receipt of all necessary permits, NEPA clearance and upon approval from the SWMC, EGLE and property owners the construction contractor(s) may begin site preparation and construction work according to the final design and construction documents. The Consultant shall submit monthly payment applications to the SWMPC. The Consultant will be responsible for review and validation of sub-contractor payment requests. After 90% of the work is completed, the Consultant will include a punch list of any incomplete items and an estimated schedule for project completion.

The Consultant shall perform office technician, contract administration, construction inspection, and material testing services for the duration of the project construction. This task includes, at a minimum, the following items:

- Schedule, attend and lead a preconstruction meeting
- Preconstruction documentation including pictures and videos of the work areas
- Perform material and density testing
- Complete inspector reports including field calculations
- Field Engineering support
- Provide coordination of all construction trades/activities with any, and all "owner" provided Fixtures, Furniture and Equipment
- Track progress, generate pay estimates and contract modifications, and coordinate scheduling with the contractor
- Coordinate and monitor implementation of change orders
- Lead construction progress meetings including distribution of meeting minutes within 2 business days (Update SWMPC immediately of any activities which may affect operations/schedule)
- Communicate with residents, utility owners, property owners related to the project

- Collect, assemble, and provide to SWMPC as-built drawings and records, operating and maintenance manuals, warranties, guarantees and project directories

Following satisfaction of punch list items, the Consultant shall submit a statement that the work has been completed in accordance with the contract/ subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during the project initiation meeting, the Consultant shall submit one set of record drawings, certified by a licensed professional engineer, architect or landscape architect. When the consultant is satisfied work is complete, it shall submit a final project report to SWMPC according to EGLE's requirements, including a copy of the completion statement and a copy of the certified record drawings and photo - documentation in the form of digital images of the site prior to, during and upon completion of work.

Post construction, the Consultant will conduct training sessions for appropriate employees regarding all operation and maintenance of any technical equipment. Document appropriate use in writing or through video recording as appropriate. Prepare and deliver one paper and one electronic copy of all close out materials, O&M manuals, etc. Provide one paper and one electronic as-built markup set of documents and final corrected Record Documents delivered to SWMPC in CAD and/or PDF formats. Provide follow-up at eleven months after Substantial Completion in order to identify and correct any warranty items prior to the one-year Labor and Materials Warranty expiring.

Task 8: Federal Funds Compliance

This project is receiving funding from EPA GLRI. It is the responsibility of the Consultant to ensure all design and construction meets all applicable local, state and federal codes, as amended. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.

Comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148 supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Task 9: Grant Reports and Administration

The Consultant shall assist SWMPC with grant administration requirements as needed. Grant requirements include project signage during and after construction, groundbreaking and ribbon cutting events – SWMPC will be the lead on these efforts but will need assistance/support from the Consultant. The Consultant will comply with the attached terms and conditions of SWMPC’s Subrecipient Grant Agreement and the agreement between EPA and EGLE. These agreements include multiple requirements regarding state and federal compliance. Communicate and coordinate with SWMPC to meet the requirements of the subrecipient grant agreement. The Consultant will develop or support the development of SWMPC’s financial and narrative progress reports and reimbursement requests and other reporting requirements to EGLE. Consultant will estimate stormwater treatment and pollutant reductions as required by the grant.

Section 3: SUBMISSION REQUIREMENTS

It is assumed that any proposal submitted will include, but may not be limited to, performance of all the activities listed below, and in compliance with SWMPC’s subrecipient agreement with EGLE. If a bidder objects to any aspect of this RFP, they must separately identify the objection, the basis for the objection, and a reasonable alternative in a separate written document attached to the RFP response and identified as “Exceptions to the RFP.” Failure of any proposal to identify exceptions as required herein shall be an express and binding acknowledgment that all requirements of the RFP will be satisfied and have been included within the proposal. The Consultant will include but are not necessarily limited to the services identified below, and any other services described in SWMPC’s subrecipient agreement with EGLE. Proposals must provide requested information and be submitted in the format outlined below. Paginate proposals and ensure that the proposals refer specifically to the project at hand.

Submitted proposals should include **3 hard copies and one digital copy** (on a jump drive).

Interested parties should submit a proposal to include the following elements:

Business Organization: State the full name, address, and federal I.D. number of the organization and if applicable, the branch office, consultants or other subordinate elements that will provide or assist in providing the service. Indicate whether you operate as an individual, partnership, or corporation. If a corporation, include the state in which you are incorporated. State whether you are licensed to operate and practice in the State of Michigan. General company brochure (if any) or business informational material including a description of services that the firm renders for its clients.

Project Statement: State in succinct terms your understanding of the project presented by this RFP.

Project Approach, Management Summary, Work Plan: Describe in narrative form your unique project approach for this project. Bidders should also outline their work plan and methodology to ensure the success of this project. Describe what services and deliverables will be provided, quality of services and deliverables and unique aspects of your services which will add value to the project.

Schedule Plan: Describe your project execution plan to best benefit the project, budget, and schedule. Provide, at minimum, a summary level critical path schedule based upon your understanding of the project and the preliminary concept provided. Describe the process and procedures you will use to monitor and control the schedule during design and construction. Identify any challenges or opportunities related to SWMPC's target schedule.

Cost Estimating and Control: Provide a preliminary cost estimate or cost model for the project as you deem appropriate per your understanding of the project and the preliminary concept provided. Provide your analysis of the proposed project budget project; identify any key items/conditions/areas of challenge and describe your initial suggestions and recommendation to mitigate each; describe potential value engineering opportunities and your process for evaluating the initial suggestions and developing additional opportunities with SWMPC throughout the remaining design/construction process.

Recent experience with related projects: Provide up to a half page description (for each project) of no more than five recent projects designed and constructed within the last five years. Include the location, owner's name, owner's contact information, engineering fee and construction contract cost. Demonstrate experience in the design and construction of projects similar in nature. This should include general background and experience of your firm, particularly as this relates to municipal grant-in-aid experience

Project Team/Personnel: The bidder must be able to staff a project team that has the qualifications and expertise necessary to undertake the project. Identify the number of full-time project managers, engineers, and support personnel within your company, and the number of each to be assigned to this Project. Include the full names of all personnel by classification that will be employed in the project. Indicate which of these individuals you consider to be "Key Personnel" for the successful completion of the project, identify them by name and position/classification, and provide their resumes. Each resume should include, at minimum: a)

title and project assignment or role that person will be expected to fulfill for this project; b) educational background and professional registrations; c) a synopsis of experience, training or other qualities that reflect the individual's potential contribution to the project, with specific emphasis or highlight to relevant and similar project experience/success. Limit resumes to not more than two pages. Provide an organization chart outlining authority and communication lines for each Key Personnel.

Cost Proposal: For purposes of this cost proposal, assume that the budget for the Consultant Contract amount is no more than \$152,640 (15% of estimated construction cost \$1,017,649) which is inclusive of all Consultant fees, general conditions, overhead and profit. Consultant costs will be subject to negotiation and mutual agreement should the final approved scope or budget change substantially. It is the intent of this cost proposal to obtain proposals that are priced utilizing the same criteria so an accurate evaluation can be performed. Please assume the anticipated schedule provided will be the schedule required to complete the project, do not make alternate schedule assumptions in the preparation of your proposal (although, please note any concerns with the schedule), accuracy will be as important as cost in the evaluation of your proposal. Any adjustments to the total project costs varying provided in this RFP through no fault of the Consultant will be adjusted utilizing the information and rates provided in this cost proposal as mutually agreed upon in writing.

| | |
|---|-----------------|
| Preconstruction Services total | \$ _____ |
| Bidding Phase Services total | \$ _____ |
| Construction Services total | \$ _____ |
| Post Construction Services total | \$ _____ |
| Other (specify _____) total | \$ _____ |
| Grant Reporting and Compliance total | \$ _____ |
| Expected Total Not-to-Exceed Contract Amount | \$ _____ |

Schedule of Rates: Please provide your firm's schedule of rates.

Statement of compliance: Describe your understanding of the terms and conditions of this RFP as well as the Subrecipient Grant Agreement with the EGLE and EPA. Discuss your experience with similar grants and compliance requirements.

Proposal Certification Signature: Proposals must be signed by an official authorized to bind the company to its provisions. (Please use certification page provided below.)

Non-responsive proposals may not be accepted for review and consideration as the discretion of the SWMPC.

Proposal Certification

This proposal has been prepared to provide SWMPC with all the information requested in the RFP for Consultant Services. The undersigned certifies that the proposal contained herein meets or exceeds the scope of services as outlined in the RFP, and associated addenda. The proposal acknowledges the anticipated budget and anticipated schedule for the Project, which is acceptable to the bidder except unless otherwise noted in the Proposal.

The projected total cost for our firm to provide the services outlined within the RFP are:

Signed this _____ day of _____, 2024.

Name of Firm

Address:

Phone Number: _____ Email: _____

If a corporation, indicate state of incorporation and affix seal.

Attest: By:

Printed Name and Title

Signature/Date

Attachments

Subrecipient Grant Agreement with the EGLE

EPA and EGLE Grant Agreement

Preliminary Project Concepts



MICHIGAN OFFICE OF THE GREAT LAKES GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE SOUTHWEST MICHIGAN PLANNING COMMISSION

This Grant Agreement (“Agreement”) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Office of the Great Lakes (“State”), and the Southwest Michigan Planning Commission (“Grantee”).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Act 451, Public Acts of 1994. Legislative appropriation of funds for grant assistance is set forth in Act 321, Public Acts of 2023. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Benton Harbor Ox Creek Green Infrastructure Projects

Project #: GL24-SWMPC-01

Amount of grant: \$1,044,149 100% of grant federal

PROJECT TOTAL: \$1,044,149 (grant plus match)

Start Date (executed by EGLE): 3/1/2024 End Date: 12/31/2025

GRANTEE CONTACT INFORMATION:

Name/Title: Marcy Hamilton, Deputy Executive Director and Senior Planner

Organization: Southwest Michigan Planning Commission

Address: 376 W. Main St., Suite 130

City, State, ZIP: Benton Harbor, Michigan, 49022-3651

Phone Number: 269-925-1137

Fax Number: 269-925-0288

E-Mail Address: hamiltonm@swmpc.org

Federal ID Number (Required for Federal Funding): 38-2039458

Grantee DUNs/UEI Number (Required for Federal Funding): UEI - EGNZBHC8Z1F3

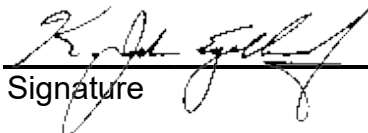
SIGMA Vendor Number: CV0023884

STATE'S CONTACT INFORMATION:


Name/Title: Simon Belisle, Great Lakes Policy Specialist
Division/Bureau/Office: EGLE-Executive Office-Office of the Great Lakes
Address: 525 West Allegan Street
City, State, ZIP: Lansing, Michigan, 48933
Phone Number: 517-331-6390
Fax Number: 517-241-7401
E-Mail Address: BelisleS@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

| | | |
|---|-----------------------------------|-----------|
|  | John Egelhaaf, Executive Director | 3/25/2024 |
| Signature | Name/Title | Date |

FOR THE STATE:

| | | |
|--|------------------------------|-----------|
|  | James Clift, Deputy Director | 3/29/2024 |
| Signature | Name/Title | Date |

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

| Reporting Period | Due Date |
|--|--------------------|
| March 1, 2024 – May 31, 2024 | June 30, 2024 |
| June 1, 2024 – August 30, 2024 | September 30, 2024 |
| September 1, 2024 – September 30, 2024 | TBD* |
| October 1, 2024 – December 31, 2024 | January 31, 2025 |
| January 1, 2025 – March 31, 2025 | April 30, 2025 |
| April 1, 2025 – June 30, 2025 | July 31, 2025 |
| July 1, 2025 – September 30, 2025 | TBD* |

| | |
|-------------------------------------|---|
| October 1, 2025 – December 31, 2025 | February 14, 2026 (Progress and financial report as part of final report) |
| Draft Final Report | November 16, 2025 |
| Final Report | February 14, 2026 |

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products, within 45 days from the End Date of the Agreement.

(C) The Grantee must provide one (1) copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by “President Biden’s Bipartisan Infrastructure Law” or “President Biden’s Inflation Reduction Act,” the U.S. EPA Great Lakes Restoration Initiative, and EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the

duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: www.SAM.gov.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of three years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

XXIII. PREVAILING WAGE AND LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U.S.C. 276a, et seq, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Grantee will abide by the terms and conditions listed in the federal notice of award attached to this agreement, including the Programmatic Conditions on page 4.

APPENDIX A

SECTION I: PROJECT DESCRIPTION

OGL will subaward Great Lakes Restoration Initiative (GLRI) funding to the Southwest Michigan Planning Commission (SWMPC) to administer the project which will include developing and overseeing a competitive bid request for the design and bid packages for the design and installation of green infrastructure practices at two locations in the Ox Creek Watershed, managing and monitoring the work of all contractors, and ensuring the overall progress on the grant. SWMPC will also facilitate the public engagement process which will include the design and installation of temporary construction signage, permanent signage, and community events.

In one location, the project will install a parking area and associated green infrastructure at Hall Park to improve access to Ox Creek and Hall Park and to treat stormwater from the road and parking area with swales and a rain garden. In another location upstream of Hall Park, the second green infrastructure project will create rain gardens for stormwater retention capacity in Benton Harbor Township to reduce urban runoff and improve Ox Creek water quality. These two projects will foster climate resiliency by improving Benton Harbor’s capacity to withstand impacts of climate change such as more frequent and intense storms. These two projects specifically improve stormwater management in two critical areas of the watershed.

SECTION II: PROJECT TASKS AND SCHEDULE

| Key Tasks with Timeline and Milestones - X = Activity ● = Milestone Met | | | | | | | | | |
|---|----------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|---------------------|-----------------------|
| | Q1 9/23– 12/23 | Q2 1/24– 3/24 | Q3 4/24– 6/24 | Q4 7/24– 9/24 | Q5 10/24– 12/24 | Q6 1/25– 3/25 | Q7 4/25– 6/25 | Q8 7/25– 9/25 | Q9 10/25– 12/25 |
| Task 1: EGLE – Overall Project and Grant Administration | | | | | | | | | |
| 1.1 Establish Grant Contract with SWMPC | | X | ● | | | | | | |
| 1.2. SWMPC & EGLE Meetings | | X | X | X | X | X | X | X | X |
| 1.2.1. Establish calendar with SWMPC | | ● | | | | | | | |
| 1.3 Submit reports to EPA | | | X | | X | | X | | X |
| Task 2: SWMPC – Project Administration and Subaward Management | | | | | | | | | |
| 2.1 Develop Design and Bid Packages | | X | X | | | | | | |
| 2.1.1. Conduct competitive process | | | X | | | | | | |
| 2.1.2. Execute contract(s) | | | ● | | | | | | |
| 2.1.3. Oversee design process | | | X | X | X | | | | |
| 2.2 Construct 2 Projects | | | | X | X | X | X | X | ● |
| 2.2.1 Conduct competitive process | | | | X | | | | | |
| 2.2.2 Execute contract(s) | | | | | ● | | | | |
| 2.2.3 Oversee construction | | | | | X | X | X | X | |
| 2.3 Design & Install Signs | | | | | | | | | |
| 2.3.1 Select design firm | | | | X | | | | | |

| Key Tasks with Timeline and Milestones - X = Activity ● = Milestone Met | | | | | | | | | |
|---|----------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|---------------------|-----------------------|
| | Q1 9/23– 12/23 | Q2 1/24– 3/24 | Q3 4/24– 6/24 | Q4 7/24– 9/24 | Q5 10/24– 12/24 | Q6 1/25– 3/25 | Q7 4/25– 6/25 | Q8 7/25– 9/25 | Q9 10/25– 12/25 |
| 2.3.2 Coordinate/oversee design | | | | X | X | | | X | |
| 2.3.3 Install signs | | | | | | ● | | | ● |
| 2.4 Engage Community | | | | | | | | | |
| 2.4.1. Host initial kick-off event and coordinate with Partnership | | X | X | X | X | X | X | X | X |
| 2.4.2 Plan and Host groundbreaking ceremonies | | | | X | ● | | | | |
| 2.4.3. Plan and Host ribbon cutting ceremonies | | | | | | | X | ● | |
| 2.5 Submit Reports to EGLE | | | X | | X | | X | | X |

SECTION III: PROJECT BUDGET

See Attached Budget form.

Indirect costs are allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. All work pertaining to this project must be completed by 12/31/2026.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
OFFICE OF THE GREAT LAKES
MICHIGAN GREAT LAKES PROTECTION FUND
"FY23 BUDGET PROPOSAL FORM - STATE"

| Applicant Name: Southwest Michigan Planning Commission | | | | | |
|---|-------------------|------------------|-----------------|-----------------------|---------------|
| Project Name: Benton Harbor Ox Creek Green Infrastructure Projects | | | | | |
| Tracking Number: GL24-SWMPC-01 | | | | | |
| STAFFING NAME & TITLE | HOURS | RATE | GRANT AMOUNT | LOCAL MATCH AMOUNT | TOTAL |
| Marcy Hamilton, Senior Planner and Deputy Exec Director | 100 | \$ 95.00 | \$ 9,500.00 | \$ - | \$ 9,500.00 |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| Subtotal | | | \$ 9,500.00 | \$ - | \$ 9,500.00 |
| FRINGE BENEFITS | | RATE | | | |
| Marcy Hamilton, Senior Planner and Deputy Exec Director | | 0.00% | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| Subtotal | | | \$ - | \$ - | \$ - |
| STAFFING AND FRINGE BENEFITS Subtotal | | | \$ 9,500.00 | \$ - | \$ 9,500.00 |
| CONTRACTUAL SERVICES | HOURS or UNITS | RATE or TOTAL | | | |
| Engineering Design Project 1 I-94 Retail | 1.00 | \$ 87,005.00 | \$ 87,005.00 | \$ - | \$ 87,005.00 |
| Engineering Design Project 2 Hall Park | 1.00 | \$ 65,635.00 | \$ 65,635.00 | \$ - | \$ 65,635.00 |
| Construction Project 1 I-94 Retail | 1.00 | \$ 493,055.00 | \$ 493,055.00 | \$ - | \$ 493,055.00 |
| Construction Project 2 Hall Park | 1.00 | \$ 371,954.00 | \$ 371,954.00 | \$ - | \$ 371,954.00 |
| Signage design and installation | 1.00 | \$ 10,000.00 | \$ 10,000.00 | \$ - | \$ 10,000.00 |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| CONTRACTUAL SERVICES Subtotal | | | \$ 1,027,649 | \$ - | \$ 1,027,649 |
| SUPPLIES & MATERIALS (itemize) | QUANTITY | COST | | | |
| Community events refreshments (cost per event) | 4.00 | \$ 350.00 | \$ 1,400.00 | \$ - | \$ 1,400.00 |
| Supplies (cost per event) | 4.00 | \$ 200.00 | \$ 800.00 | \$ - | \$ 800.00 |
| Tables/chairs/tent rental (cost per event) | 4.00 | \$ 1,200.00 | \$ 4,800.00 | \$ - | \$ 4,800.00 |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| Subtotal | | | \$ 7,000.00 | \$ - | \$ 7,000.00 |
| EQUIPMENT (any item over \$1000) | QUANTITY | COST | | | |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |

| | | | | | | | |
|-----------------|--|----|---|----|---|----|---|
| Subtotal | | \$ | - | \$ | - | \$ | - |
| | | | | | | | |

| | | | | | |
|---|----------|-------|----------------|------|-----------------|
| TRAVEL | | | | | |
| MILEAGE | MILES | RATE | | | |
| | | \$ - | \$ - | \$ - | \$ - |
| LODGING | NIGHTS | RATE | | | |
| | | \$ - | \$ - | \$ - | \$ - |
| MEALS | QUANTITY | RATE | | | |
| | | \$ - | \$ - | \$ - | \$ - |
| OTHER (tolls, parking, etc.) | QUANTITY | RATE | | | |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - | \$ - |
| Subtotal | | | \$ - | \$ - | \$ - |
| PROJECT | | | | | |
| Subtotal | | | \$ 1,044,149 | \$ - | \$ 1,044,149 |
| INDIRECT RATE | | | | | |
| Subtotal | | RATE | | | |
| Subtotal | | 0.00% | \$ - | \$ - | \$ - |
| GRANT AND MATCH BUDGET | | | | | |
| TOTAL | | | \$1,044,149.00 | \$ - | \$ 1,044,149.00 |
| Project Percentage Split | | | 100.00% | | |
| SOURCES OF MATCH: | | | | | |
| Organization | | | In Kind | Cash | Total |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
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| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| Subtotal | | | \$ - | \$ - | \$ - |
| Total Match Must Equal Amount in Budget Sheet Above | | | | | \$ - |
| SOURCE OF O&M: | | | | | |
| | | | | | |

| | | | |
|--|---|---|--|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement | GRANT NUMBER (FAIN): 00E03521 MODIFICATION NUMBER: 0 PROGRAM CODE: 4K | DATE OF AWARD 08/31/2023 |
| | | TYPE OF ACTION New | MAILING DATE 09/06/2023 |
| | | PAYMENT METHOD: ASAP | ACH# 50232 |
| | | RECIPIENT TYPE: State | |
| RECIPIENT: Michigan Dept of Environment Great Lakes & Energy P.O. Box 30473 Lansing, MI 48909-7773 EIN: 38-6000134 | | PAYEE: Michigan Dept of Environment Great Lakes & Energy P.O. Box 30473 Lansing, MI 48909-7773 | |
| PROJECT MANAGER Emily Finnell P.O. Box 30473 Lansing, MI 48909-7773 Email: finnelle@michigan.gov Phone: 517-599-1330 | | EPA PROJECT OFFICER Cara Walsh 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Walsh.Cara@epa.gov Phone: 312-886-6191 | |
| EPA GRANT SPECIALIST Donna Stingley Assistance Section, MA-10J Email: Stingley.Donna@epa.gov Phone: 312-353-1677 | | | |
| PROJECT TITLE AND DESCRIPTION Benton Harbor Ox Creek Green Infrastructure Projects This Agreement provides assistance under the Infrastructure Investment and Jobs Act to Michigan Department of Environment, Great Lakes and Energy, Office of Great Lakes (EGLE) who will implement two Green Infrastructure projects that will reduce 850,000 gallons of stormwater a year in the Ox Creek Watershed of Benton Harbor, MI. Activities include procuring and overseeing the design and installation of green infrastructure in two project locations including bioretention areas, native plantings, and swales. EGLE will plan and host community engagement events as well as design and install interpretive signage. Deliverables include the installation of two Green Infrastructure Stormwater Treatment Trains in two high priority nonpoint source locations in the Ox Creek Watershed of Lake Michigan and five community engagement events. The Ox Creek Watershed projects as proposed will abate 850,000 gallons of polluted stormwater/year, increase public access to Ox Creek, and provide improved water quality to the Ox Creek corridor for the underserved community of Benton Harbor. With direction and oversight from EGLE, Southwest Michigan Planning Council (SWMPC) will administer the project which will include the design and installation of green infrastructure practices at 2 locations in the Ox Creek Watershed. SWMPC will also facilitate the public engagement process which will include the design and installation of temporary construction signage, permanent signage, and community events. | | | |
| BUDGET PERIOD 09/01/2023 - 12/31/2025 | PROJECT PERIOD 09/01/2023 - 12/31/2025 | TOTAL BUDGET PERIOD COST \$1,059,022.00 | TOTAL PROJECT PERIOD COST \$1,059,022.00 |
| NOTICE OF AWARD Based on your Application dated 07/12/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,059,022.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,059,022.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments. | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | AWARD APPROVAL OFFICE | |
| ORGANIZATION / ADDRESS U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507 | | ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office G-9J R5 - Region 5 77 West Jackson Blvd. Chicago, IL 60604-3507 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | |
| Digital signature applied by EPA Award Official William Massie - Manager, Acquisition and Assistance Branch | | | DATE 08/31/2023 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action | \$0 | \$1,059,022 | \$1,059,022 |
| EPA In-Kind Amount | \$0 | \$0 | \$0 |
| Unexpended Prior Year Balance | \$0 | \$0 | \$0 |
| Other Federal Funds | \$0 | \$0 | \$0 |
| Recipient Contribution | \$0 | \$0 | \$0 |
| State Contribution | \$0 | \$0 | \$0 |
| Local Contribution | \$0 | \$0 | \$0 |
| Other Contribution | \$0 | \$0 | \$0 |
| Allowable Project Cost | \$0 | \$1,059,022 | \$1,059,022 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|---|-------------------------------------|
| 66.469 - Geographic Programs - Great Lakes Restoration Initiative | Clean Water Act: Sec. 118(c) as amended by PL 114-322 | 2 CFR 200, 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|-----------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 2305HDX074 | 23 | BSD | 05HBG | 000BJ7XF3 | 4116 | - | - | \$1,059,022 |
| | | | | | | | | | \$1,059,022 |

Budget Summary Page

| Table A - Object Class Category (Non-Construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$7,670 |
| 2. Fringe Benefits | \$4,602 |
| 3. Travel | \$0 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$0 |
| 7. Construction | \$0 |
| 8. Other | \$1,044,701 |
| 9. Total Direct Charges | \$1,056,973 |
| 10. Indirect Costs: 0.00 % Base | \$2,049 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %) | \$1,059,022 |
| 12. Total Approved Assistance Amount | \$1,059,022 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$1,059,022 |
| 15. Total EPA Amount Awarded To Date | \$1,059,022 |

Table B Budget Worksheet #1

| Table B - Program Element Classification (Non-construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. 16.70% Salary & Fringe –Valid 10/01/2022-09/30/2023 | \$0 |
| 2. | \$0 |
| 3. | \$0 |
| 4. | \$0 |
| 5. | \$0 |
| 6. | \$0 |
| 7. | \$0 |
| 8. | \$0 |
| 9. | \$0 |
| 10. | \$0 |
| 11. Total (Share: Recip % Fed %) | \$0 |
| 12. Total Approved Assistance Amount | \$0 |

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: [EPA General Terms and Conditions Effective October 1, 2022 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#general>

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 **Donna Stingley, Grant Specialist** at stingley.donna@epa.gov

MBE/WBE reports (EPA Form 5700-52A): **Karen Sykes** at Sykes.Karen@epa.gov and region5closeouts@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: **Donna Stingley, Grant Specialist** at stingley.donna@epa.gov and **Cara Walsh, Project Officer** at walsh.cara@epa.gov

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Cara Walsh, Project Officer** at walsh.cara@epa.gov

Programmatic Conditions

Grant-Specific Programmatic Terms and Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, 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 III: <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 |
|-------|---|
| 3.2.1 | Estimated gallons (in millions) of untreated stormwater runoff captured or treated. |

- (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 III 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 120 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 latitude-longitude, 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.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

State Grant Cybersecurity

- (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 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) 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 200.332(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.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Investing in America Signage Required Term and Condition (Updated May 11, 2023)

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official

Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient 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.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) 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

The 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. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

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. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);
- [EPA Quality Management Plan \(QMP\) Standard](#);
- [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and
- and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by

the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

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 EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

K. 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.

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.

Hall Park

Benton Harbor, MI

Parking Studies

Location 1: Highland Ave.
between Ox Creek and S. Hull Ave.
looking into Hall Park



Hall Park

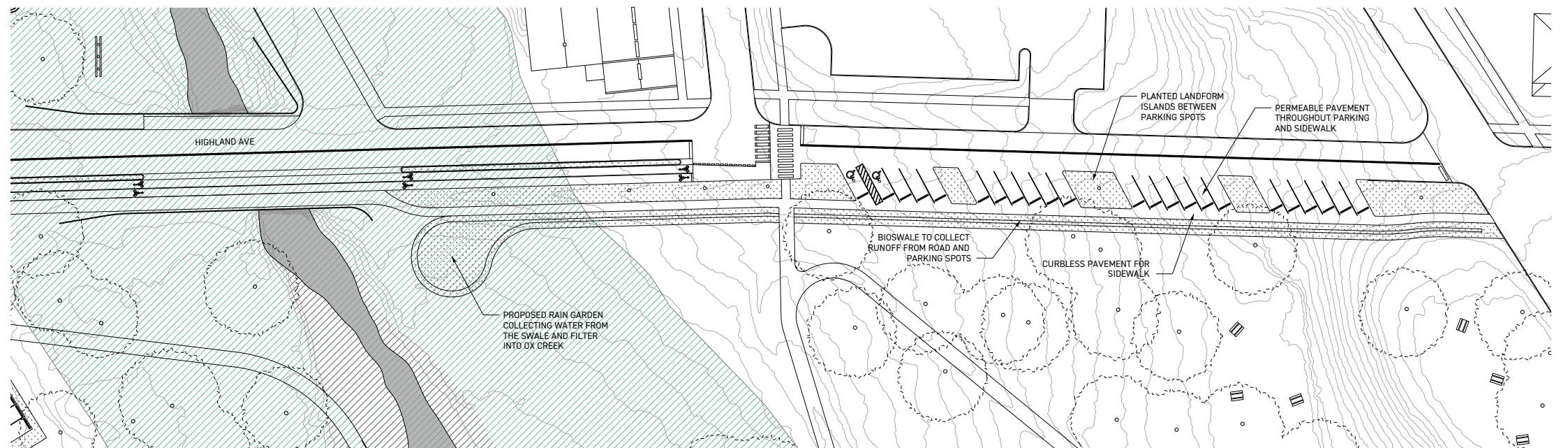
Benton Harbor, MI

Parking Studies

Location 1: Highland Ave.
between Ox Creek and S. Hull Ave.
looking into Hall Park.

Proposed angled street parking with permeable pavement.

- separated bike + pedestrian lanes
- rain garden
- new lighting
- street crossing at the Armory



Home Depot

Home Depot is located at 2075 Pipestone Road in Benton Harbor; the site is 12 acres in size with approximately 475 parking stalls. The site is 79% impervious and 21% pervious.

The recommended BMPs for Home Depot are: bioretention rain garden), capture reuse (cistern), pervious pavement with infiltration, riparian buffer restoration, vegetated roof, and vegetated swale.

The addition of the BMPs reduced the amount of impervious surface on the site by 9% and reduced the number of parking stalls by 39%.

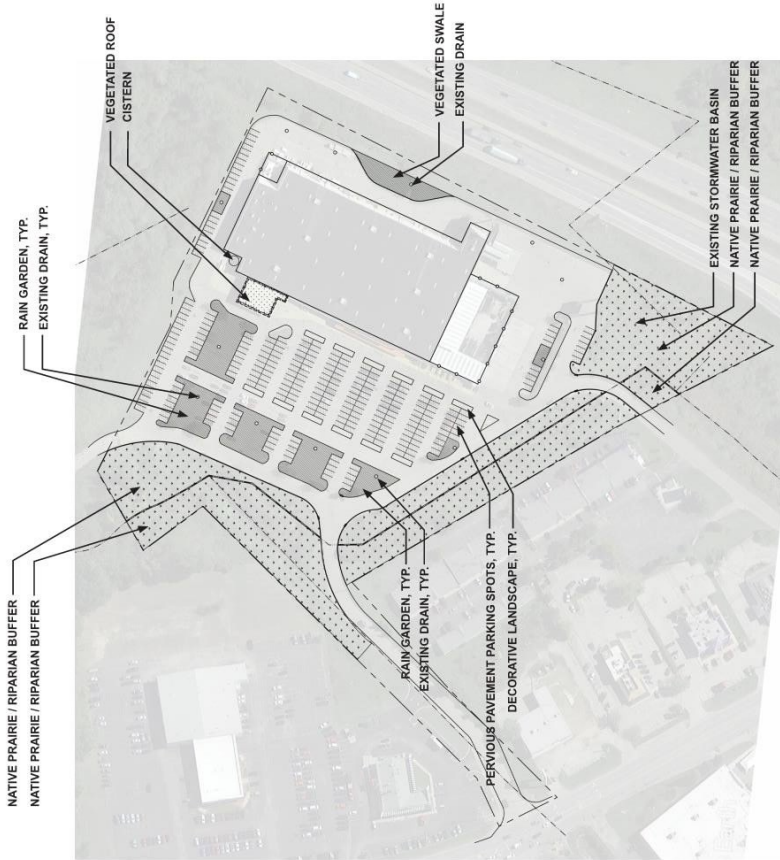
Table 9. Green Roof, Bioretention, Pervious Pavement Loads – Home Depot

| | GREEN ROOF | BIORETENTION | | | PERVIOUS PAVEMENT | | |
|----------------|-------------------------|--------------------------|-------------------------|-------------------------|--------------------------|-------------------------|-------------------------|
| | Load Reduction (lbs/yr) | Load before BMP (lbs/yr) | Load after BMP (lbs/yr) | Load Reduction (lbs/yr) | Load before BMP (lbs/yr) | Load after BMP (lbs/yr) | Load Reduction (lbs/yr) |
| BOD | 81 | 820.3 | U | U | 111.4 | U | U |
| COD | 561 | 5,683.9 | U | U | 771.6 | 154.3 | 617.3 |
| TSS | 1,123 | 11,387 | 4,669 | 6,718 | 1,546 | 155 | 1,391 |
| LEAD | 1 | 9.9 | U | U | 1.3 | 0.0 | 1.3 |
| COPPER | 0 | 1.9 | 0.1 | 1.9 | 0.3 | U | U |
| ZINC | 2 | 15.4 | 0.8 | 14.7 | 2.1 | 0.0 | 2.1 |
| TDS | 2,698 | 27,309.5 | U | U | 3,707.3 | U | U |
| TN | 19 | 202.7 | 103.4 | 99.3 | 27.5 | 4.1 | 23.4 |
| TKN | 7 | 66.6 | U | U | 9.0 | U | U |
| DP | 1 | 6.7 | U | U | 0.9 | U | U |
| TP | 1 | 12.5 | 4.4 | 8.2 | 1.7 | 0.6 | 1.1 |
| CADMIUM | 0 | 0.1 | U | U | 0.0 | U | U |

Note: U=undetected

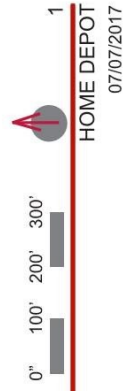
Figure 32. Ox Creek Vision Plan BMPs – Home Depot

Note this project will not include the following BMPs:
 vegetated roof, cistern, pervious pavement



TYPES OF STRUCTURAL BEST MANAGEMENT PRACTICES:

- BIORETENTION (RAIN GARDEN):** SHALLOW SURFACE DEPRESSIONS PLANTED WITH SPECIALLY SELECTED NATIVE VEGETATION TO CAPTURE AND TREAT STORM WATER RUNOFF FROM ROOFTOPS, STREETS, AND PARKING LOTS.
 - BENEFITS:
 - VOLUME CONTROL AND GROUNDWATER RECHARGE.
 - MODERATE PEAK RATE CONTROL.
 - VERSATILE WITH BROAD APPLICABILITY.
 - ENHANCE SITE AESTHETICS AND HABITAT.
 - AND POTENTIAL AIR QUALITY AND CLIMATE BENEFITS.
 - COST:
 - LOWMED & LOWMED. ADDS LESS THAN 1% OR UP TO 5% TO TOTAL PROJECT COST.
 - REQUIRES MAINTENANCE ONE - SEVERAL TIMES PER YEAR
- CAPTURE REUSE (RAIN BARREL, CISTERN, MANUFACTURED PRODUCT):** STRUCTURES DESIGNED TO INTERCEPT AND STORE RUNOFF FROM ROOFTOPS ALLOW FOR ITS REUSE, REDUCING VOLUME AND OVERALL WATER QUALITY IMPAIRMENT.
 - BENEFITS:
 - REDUCES SUPPLEMENTAL WATER SUPPLY.
 - WIDE APPLICABILITY, REDUCES POTABLE WATER USE
 - AND RELATED COST SAVINGS AND ENVIRONMENTAL BENEFITS.
 - COST:
 - LOWMEDHIGH & LOWMEDHIGH. ADDS LESS THAN 1% OR MORE THAN 5% TO TOTAL PROJECT COST DEPENDING ON CHOSEN STRUCTURE.
 - STRUCTURE.
 - REQUIRES MAINTENANCE ONE PER YEAR OR EXTENSIVE MAINTENANCE (I.E., YEAR-ROUND MAINTENANCE) DEPENDING ON CHOSEN STRUCTURE.
- PERVIOUS PAVEMENT WITH INFILTRATION:** AN INFILTRATION TECHNIQUE THAT COMBINES STORM WATER INFILTRATION, STORAGE, AND STRUCTURAL PAVEMENT CONSISTING OF A PERMEABLE SURFACE UNDERDRAIN BY A STORAGE RESERVOIR.
 - BENEFITS:
 - VOLUME CONTROL AND GROUNDWATER RECHARGE.
 - MODERATE PEAK RATE CONTROL
 - AND DUAL USE FOR PAVEMENT AND STORM WATER MANAGEMENT.
 - COST:
 - MED & HIGH. ADDS 1-5% TO TOTAL PROJECT COST.
 - REQUIRES EXTENSIVE MAINTENANCE (I.E., YEAR-ROUND MAINTENANCE).
- RIPARIAN BUFFER RESTORATION:** AREA OF LAND THAT EXISTS BETWEEN LOW AQUATIC AREAS SUCH AS RIVERS, STREAMS, LAKES, AND WETLANDS, AND HIGHER, DRY UPLAND AREAS SUCH AS FORESTS, FARMS, CITIES, AND SUBURBS.
 - BENEFITS:
 - WATER QUALITY.
 - ECOLOGICAL AND AESTHETIC VALUE, AND LOW COST.
 - COST:
 - LOWMED & LOW. ADDS LESS THAN 1% OR UP TO 5% TO TOTAL PROJECT COST.
 - REQUIRES MAINTENANCE ONE TIME PER YEAR
- VEGETATED ROOF:** CONVENTIONAL ROOFTOPS THAT INCLUDE A THIN COVERING OF VEGETATION ALLOWING THE ROOF TO FUNCTION MORE LIKE A PREPARED SURFACE.
 - BENEFITS:
 - GOOD STORM WATER VOLUME CONTROL.
 - HEATING AND COOLING ENERGY BENEFITS.
 - INCREASED LIFESPAN OF ROOF, HEAT ISLAND REDUCTION, AND ENHANCED HABITAT VALUE.
 - COST:
 - HIGH & MED. ADDS MORE THAN 5% TO TOTAL PROJECT COST.
 - REQUIRES MAINTENANCE SEVERAL TIMES PER YEAR.
- VEGETATED SWALE:** A SHALLOW STORM WATER CHANNEL THAT IS DENSELY PLANTED WITH A VARIETY OF GRASSES, SHRUBS, AND/OR TREES DESIGNED TO SLOW, FILTER, AND INFILTRATE STORM WATER RUNOFF.
 - BENEFITS:
 - CAN REPLACE CURB AND GUTTER FOR SITE DRAINAGE
 - AND PROVIDE SIGNIFICANT COST SAVINGS.
 - WATER QUALITY.
 - AND PEAK VOLUME CONTROL WITH INFILTRATION.
 - COST:
 - LOWMED & LOWMED. ADDS LESS THAN 1% OR UP TO 5% TO TOTAL PROJECT COST.
 - REQUIRES MAINTENANCE ONE - SEVERAL TIMES PER YEAR



WPA
 150383
 WIGHTMAN & ASSOCIATES, INC.
 OX CREEK VISION PLAN
 BEST MANAGEMENT PRACTICES CASE STUDY



SEE SHEET C0.2 AND WIGHTMAN PROPOSAL FOR LID CONCEPT WITHIN THE HOME DEPOT PARKING LOT

EXISTING HOME DEPOT DETENTION BASIN SEE SHEET C1.0 FOR RECONFIGURATION CONCEPT PLAN

KINNEY CONSOLIDATED DRAIN PASSES THROUGH THE EXISTING HOME DEPOT DETENTION BASIN.

REMNANT OF THE KINNEY CONSOLIDATED DRAIN (PETTY, ROBINSON AND KINNEY) TO BE ABANDONED/RELOCATED

CLIENT
CHRISTOPHER J. QUATTRIN
BERRIEN COUNTY DRAIN COMMISSIONER
701 MAIN STREET
ST. JOSEPH, MICHIGAN

PROJECT TITLE
YORE AND STOEFFLER DRAIN
SECTION 33, T4S, R18W
BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN

| NO. | REVISIONS |
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ORIGINAL ISSUE DATE:
20230607
DRAWING TITLE
OVERALL PLAN

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| PEA JOB NO. | 2021-1346 |
| P.M. | ADB |
| DN. | JMJ |
| DES. | ADB |
| DRAWING NUMBER: | |

C0.1

94

EXTG. PETTY, ROBINSON AND KINNEY DRAIN (12" TILE)

630.92
626.54
15" CONC. - INV: 626.67
12" TILE - INV: 626.54

631.6
624.20

PLUG & ABANDON EXIST. PIPES

REMNANT OF THE KINNEY CONSOLIDATED DRAIN (PETTY, ROBINSON AND KINNEY) TO BE ABANDONED/RELOCATED

THE HOME DEPOT

BENCHMARK: TLHC FIRE HYD. ELEV. 633.04

M.H. NO. 2, 96" 642.9 621.75

PLUG & ABANDON EXIST. PIPE 627.40

48" - PRE-FAB 45° BEND (BY MDOT)

48" - PRE-FAB 45° BEND

48" - PRE-FAB 45° BENDS (BY MDOT)

48" STORM 316 LFT @ 0.18% (BY MDOT)

48" STORM 192 LFT @ 0.18%

CAUTION! EXTG. SBC CABLE (HAND DIG)

CAUTION! EXTG. GAS LINE 2"-MP-PX-02

M.H. NO. 1 643.8 619.41

CAUTION! BURIED FIBER OPTIC CABLE

EXISTING DETENTION BASIN

CONCEPTUAL LOW IMPACT DESIGN ELEMENTS OVER THE EXISTING ONSITE STORM DRAINAGE SYSTEM

EXISTING ONSITE STORM DRAINAGE SYSTEM

EXISTING HOME DEPOT ONSITE STORM OUTFALL AND DETENTION BASIN. SEE SHEET C1.0 FOR CONCEPT PLAN

CLIENT
CHRISTOPHER J. QUATTRIN
BERRIEN COUNTY DRAIN COMMISSIONER
701 MAIN STREET
ST. JOSEPH, MICHIGAN

PROJECT TITLE
YORE AND STOEFFER DRAIN
SECTION 33, T4S, R18W
BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN

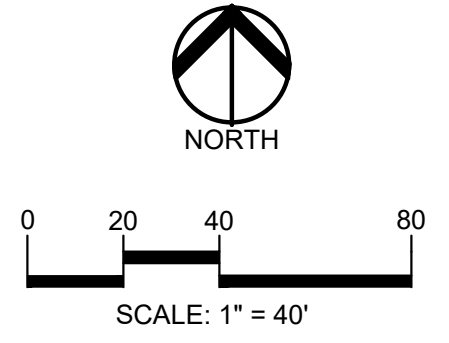
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ORIGINAL ISSUE DATE: 20230807
DRAWING TITLE
HOME DEPOT LID CONCEPT PLAN

PEA JOB NO. 2021-1346
P.M. ADB
DN. JMU
DES. ADB
DRAWING NUMBER:

C0.2

03/23/2023 10:54:01 AM



CAUTION!!
THE LOCATION AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
CHRISTOPHER J. QUATTRIN
BERRIEN COUNTY DRAIN COMMISSIONER
701 MAIN STREET
ST. JOSEPH, MICHIGAN

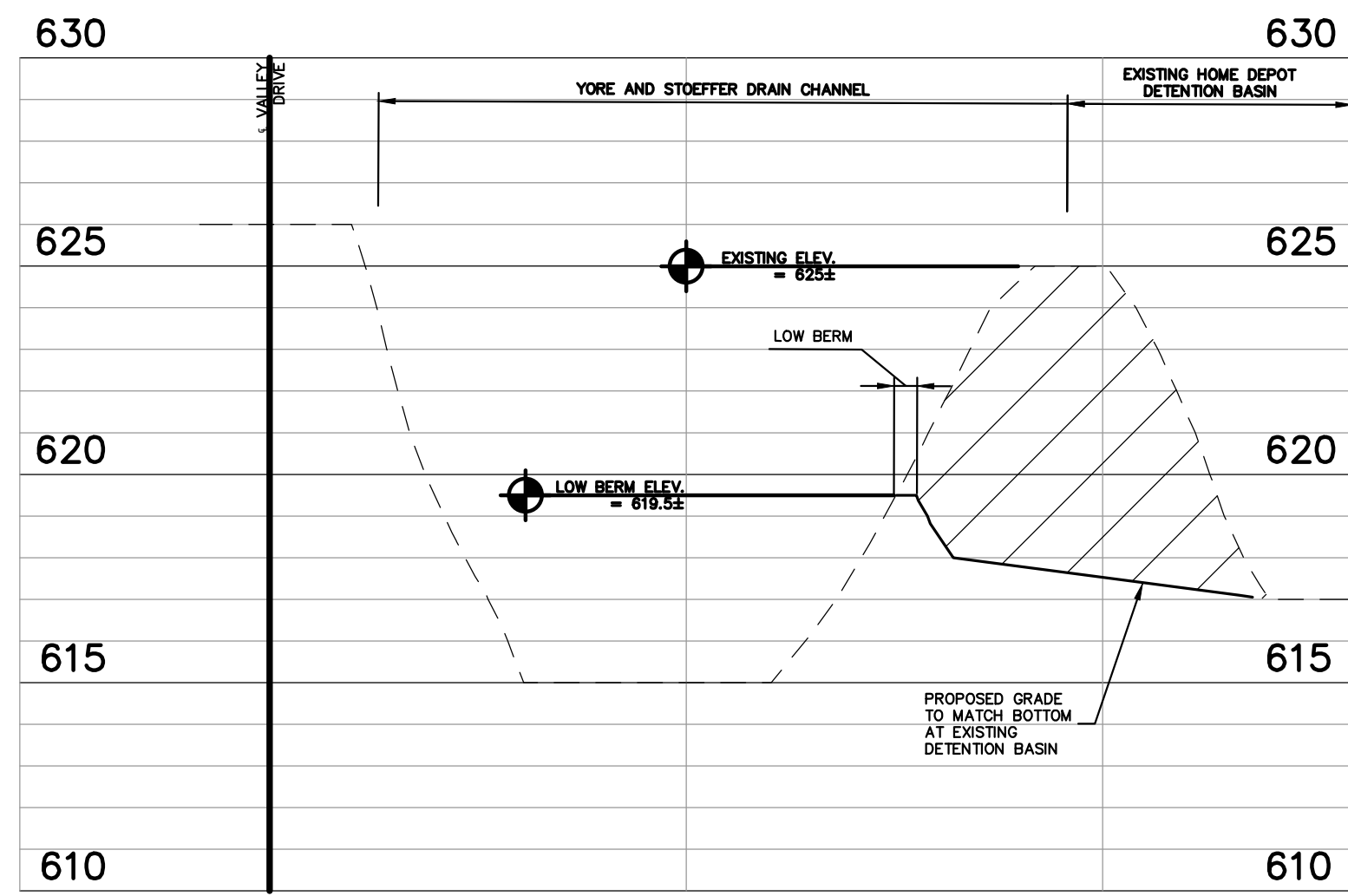
PROJECT TITLE
YORE AND STOEFFER DRAIN
SECTION 33, T4S, R18W
BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN

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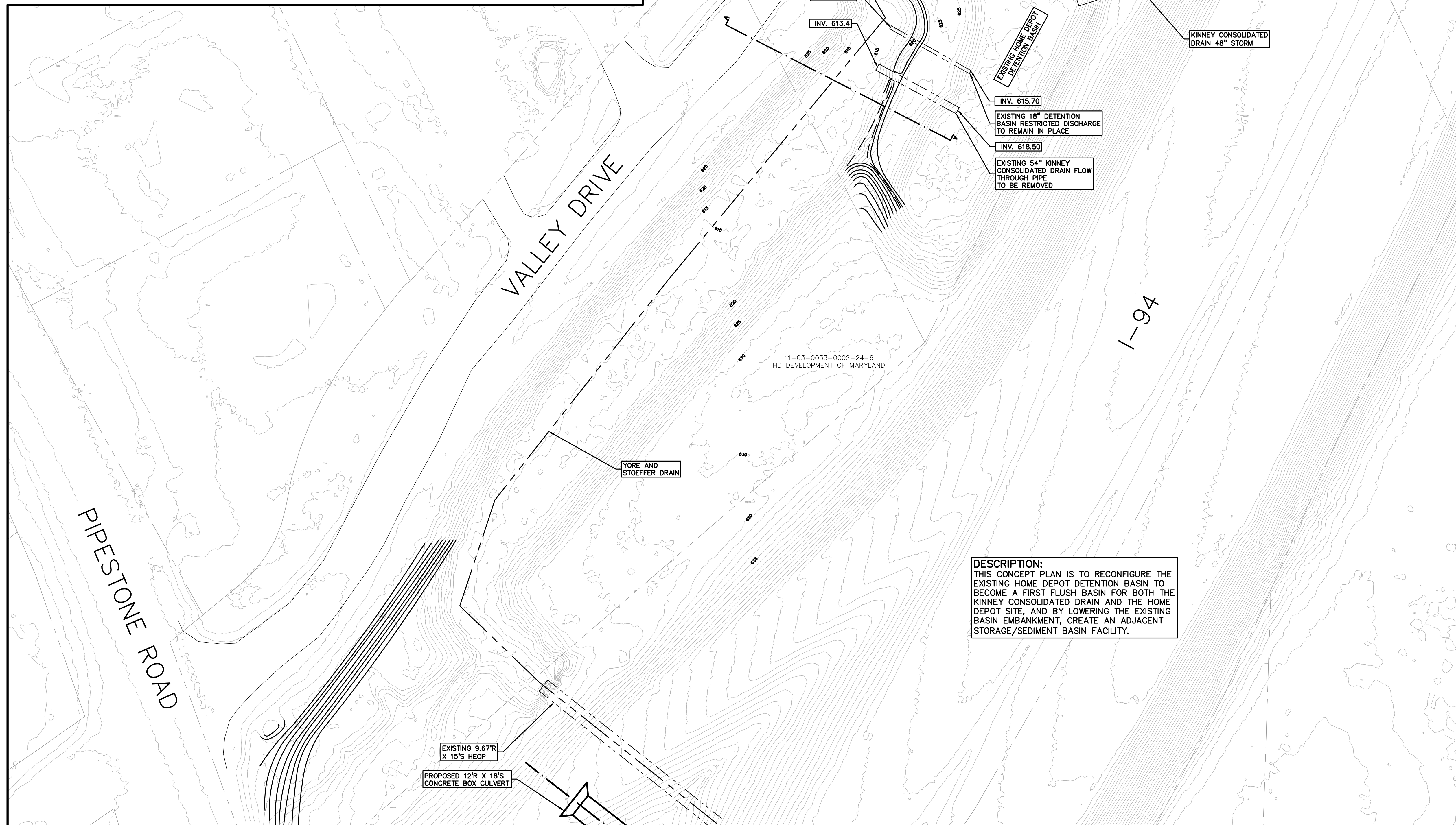
ORIGINAL ISSUE DATE:
20230607

DRAWING TITLE
CONCEPT PLAN

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| PEA JOB NO. | 2021-1346 |
| P.M. | ADB |
| DN. | JMJ |
| DES. | ADB |
| DRAWING NUMBER: | |



CROSS SECTION PROFILE A-A



DESCRIPTION:
THIS CONCEPT PLAN IS TO RECONFIGURE THE EXISTING HOME DEPOT DETENTION BASIN TO BECOME A FIRST FLUSH BASIN FOR BOTH THE KINNEY CONSOLIDATED DRAIN AND THE HOME DEPOT SITE, AND BY LOWERING THE EXISTING BASIN EMBANKMENT, CREATE AN ADJACENT STORAGE/SEDIMENT BASIN FACILITY.

S:\PROJECTS\2023\2023-1346-8002-YORE & STOEFFER DRAIN OF BERRIEN COUNTY (CIVIL) (Plan) (A) - Over Home Depot (C) - 03/20/2023 (P) - 21-06-2023 (M) - 07/2023 (R) - 06/2023 (S) - 06/2023