

**BENTON CHARTER TOWNSHIP, MICHIGAN
 REQUEST FOR PROPOSALS FOR
 PRIME PROFESSIONAL – DESIGN, ENGINEERING, CONSTRUCTION
 ADMINISTRATION SERVICES
 Euclid Avenue Park Improvements
 Issue Date: December 3, 2024**

Proposals will be accepted until December 19, 2024

Section 1: Instructions

1.1 Purpose: Benton Charter Township (Township) is rereleasing a Request for Proposals (RFP) for a Project Prime Professional open to all interested firms to provide comprehensive project prime professional services throughout preconstruction, construction and post construction phases that includes design, permitting (if required), grant reporting and compliance and construction oversight. The Prime Professional shall prepare plans, specifications and bid documents for the project and oversee the project construction. Funding for this project is provided by the Council of Michigan Foundations (CMF) through a partnership with the Michigan Department of Natural Resources (MDNR) Spark Grant Program (American Rescue Plan Act of 2021 – State and Local Fiscal Recovery Funds (SLFRF)) and certain 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 project prime professional services for this project. Benton Charter Township 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:

Criteria	Points
Quality of the Work Plan/Approach	30
Cost Effectiveness	20
Personnel (experience, qualifications, knowledge of project area/community, specific experience with public parks and projects funded by MDNR, 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:

Benton Charter Township
 1725 Territorial Road
 Benton Harbor, Michigan 49022

To be considered responsible and responsive, proposals must be received by 4:00 pm EST on December 19, 2024. Please limit file sizes to 15mb or less. Bidder's failure to submit a proposal as required may result in being deemed nonresponsive. Benton Charter Township reserves the right to extend the deadline for submissions of responses.

Schedule

Questions due: December 10, 2024 at 5:00PM

Responses to questions issued: December 12, 2024 at 5:00PM

Proposals due: December 19, 2024 at 4:00PM

Interviews (if necessary): December 20, 2024 – January 15, 2025

Approval by: January 21, 2025

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

1.6 Additional Information: Benton Charter Township 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: Benton Charter Township 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: Benton Charter Township 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 project prime professional. Benton Charter Township shall not be responsible for, and will not pay, the cost for any information solicited or received.

1.9 Responsibilities of the Project Prime Professional: The Prime Professional is responsible for all services of the contract including development of design drawings, and managing bidding processes and overseeing the preconstruction, construction, and postconstruction phases, as well as 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. 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 Prime Professional recognizes Benton Charter Township's fixed budget based on the grant agreement and shall endeavor in a relationship of trust with Benton Charter Township 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 5:00pm EST December 10, 2024. Questions will be responded to via email and posted on this website <https://www.swmpc.org/doingbusiness.asp>.

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

Section 2: Project Details

2.1 Project Description: Benton Charter Township received Spark grant funding administered by the Council of Michigan Foundations through a partnership with the Michigan Department of Natural Resources to create recreation opportunities at Euclid Avenue Park in Benton Charter Township

This project will create a new park at Euclid Avenue and Laurel in Benton Heights, a neighborhood within Benton Charter Township. The proposed project will create a playground, pavilion, splash pad and walking trail. Currently there is no park on the vacant lot owned by the township. Community feedback identified this site as a priority park site in the township. The approved scope of work as part of Benton Charter Township’s subrecipient agreement with the Council of Michigan Foundations (CMF) is attached along with the preliminary project concept (please note that the preliminary concept drawing does not align with the final approved budget scope items). The Prime Professional once engaged will work with the Township, CMF, Berrien Community Foundation and Southwest Michigan Planning Commission to revisit the approved scope items so that the project meets accessibility standards and are at a scale/size that meets the \$1 million overall project budget.

2.2 Project Budget: The dollar amount of this proposal is intended to cover the cost of project Prime Professional Services during preconstruction, construction, and postconstruction phases, as well as project reporting and grant compliance.

2.3 Anticipated Schedule: Construction bidding may start at any time after construction documents have been completed and approved by Benton Charter Township and Council of Michigan Foundations. Funds are to be obligated by December 31, 2025, and fully expended by **September 30, 2026**. To meet the encumbrance deadline of December 31, 2025, the funds will need to be part of an executed construction contract and may be part of a contingency allowance amount. These deadlines are non-negotiable and may not be extended because of federal requirements.

2.4 SCOPE OF SERVICES

The services provided by the Prime Professional will include:

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

Scope of Services Description:

Task 1: Project Initiation Meeting

The Township, Prime Professional, and any partners responsible for managing the project, 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, ARPA compliance requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. The Prime Professional shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting.

Task 2: Site Topographic Survey

Prepare a full topographic survey of the entire part of the park to be improved and develop the applicable project boundary map and legal description for submission to the Michigan Department of Natural Resources. The Prime Professional shall conduct site-specific evaluation in preparation for design. Work may include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, 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
- Historic and archeological resources
- Soil Borings and geotechnical evaluation. This is expected to consist of four (4) borings to a depth of 10 feet at logical intervals within the Phase 1 area as agreed upon with the Township.
- Topography and hydrology
- Natural resources, including location of mature trees, wetlands delineation and identification of endangered species.
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Task 3: Design

The Prime Professional shall prepare draft and final designs based on the Spark Grant application and modifications based on the reduction of funding from Council of Michigan Foundations. Provide as-needed value engineering and construction advice regarding materials, methods, systems, and other conditions as they affect the project constructability and cost. The designs shall be provided to the Township (and the CMF for review and concurrence if requested). It is anticipated that design review meetings with the Township 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 by the completion of each phase. Drawings should include the scale of the drawings prepared, and the seal of the professional who is overseeing the design. Provide recommended improvements needed for compliance with the Americans with Disabilities Act.

Work with the Township to identify acceptable bid alternatives and provide budget estimates for the alternates for the Township's review.

Task 4: Construction Documents

The Prime Professional shall prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Township and the CMF if requested 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.

Within 180 days of execution of the Spark Grant Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, the Township must be provided with plans, specifications, and bid documents for the project facilities, sealed by the Prime Professional.

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 relevant utility companies to the extent needed to execute the project. The Prime Professional 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 Prime Professional 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 the Township upon receipt.

Task 6: Bid Process and Selection of Construction Contractor

After the final design and construction documents have been approved by the Township and the Prime Professional 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 Prime Professional will distribute and issue construction documents to bidders and receive bids following any requirements outlined in the subrecipient agreement with the Council of Michigan Foundations. These include requirements regarding distribution of bid announcements to veteran, women, and minority owned businesses and details cost thresholds for competitive bid requirements.

The Prime Professional 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, providing a

recommendation for award of the construction contract, and attending Township Board meetings to present the bids and recommendation.

Upon award of the contract the Prime Professional 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 Management and Site Inspection

After receipt of all necessary permits, and upon approval from the Township (and CMF if required), the construction contractor(s) may begin site preparation and construction work according to the final design and construction documents. The Prime Professional shall submit monthly payment applications to the Township. The Project Prime Professional will be responsible for review and validation of sub-contractor payment requests. After 90% of the work is completed, the Prime Professional will include a punch list of any incomplete items and an estimated schedule for project completion.

The Prime Professional shall perform office technician, contract administration, construction inspection, and material testing services for the duration of the project construction. This task includes, as 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 the Township immediately of any activities which may affect operations/schedule.
- Communicate with residents, utility companies, property owners and Township staff, related to the project
- Collect, assemble, and provide to Benton Charter Township as-built drawings and records, operating and maintenance manuals, warranties, guarantees, and project directories

Following satisfaction of punch list items, the Prime Professional 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 Prime Professional shall submit one set of record drawings, certified by a licensed professional engineer, architect or landscape architect. When the Prime Professional is satisfied work is complete, it shall submit a final project report to the Township and the CMF, 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 Prime Professional 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 Benton Charter Township 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 the American Rescue Plan Act of 2021 – State and Local Fiscal Recovery Funds (SLFRF). The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient’s use of SLFRF funds, and SLFRF-funded projects.

Funds must be obligated by Benton Charter Township into third party construction contracts by December 31, 2025 and expended **by September 30, 2026.**

The Prime Professional must ensure the project meets the following:
Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott- Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board’s Final Guidelines for Outdoor Developed Areas.

Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of

1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

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 Prime Professional shall assist the Township with grant administration requirements as needed. The Prime Professional will comply with the attached terms and conditions of Benton Charter Township's Subrecipient Grant Agreement with the Council of Michigan Foundations. This agreement includes multiple requirements regarding state and federal compliance. Communicate and coordinate with Benton Charter Township, the Council of Michigan Foundations, and other stakeholders to meet the requirements of the subrecipient grant agreement. The Prime Professional will develop or support the development of Benton Charter Township's financial and narrative progress reports and reimbursement requests and other reporting requirements to the Council of Michigan Foundations.

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 Benton Charter Township's subrecipient agreement with the Council of Michigan Foundations. 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 Project Prime Professional will include but are not necessarily limited to the services identified below, and any other services described in Benton Charter Township's subrecipient agreement with the Council of Michigan Foundations. 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 Benton Charter Township's target schedule for obligation of funds (Dec 31, 2025) and construction completion (September 30, 2026).

Cost Estimating and Control: Provide a preliminary cost estimate for the overall \$1 million project as you deem appropriate per your understanding of the project. Currently the following scope items in the grant agreement between Benton Charter Township and CMF are a playground, pavilion, splash pad and walking trail. The grant submittal also included a parking lot, sidewalk and sign. In the approved budget, those items were eliminated and moved to contingency. 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 the Township 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 Prime Professional Contract amount should not exceed \$150,000 (15% of total project grant award \$1,000,000) which is inclusive of all Project Prime Professional fees, general conditions, overhead and profit. Project Prime Professional 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, 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 Project Prime Professional 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 Administration Services total	\$ _____
Post Construction Services total	\$ _____
Other (specify _____) total	\$ _____
Project Reporting, Compliance and Community Engagement total	\$ _____
Expected Total Not-to-Exceed Contract Amount	\$ 150,000

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 Council of Michigan Foundations. 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 at the discretion of the Township.

Proposal Certification

This proposal has been prepared to provide Benton Charter Township with all the information requested in the RFP for Project Prime Professional 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 Council of Michigan Foundations

Preliminary Project Concept (Please note that this document was submitted with the grant and does not accurately reflect the final scope items in the approved agreement between CMF and Benton Charter Township)

SUBRECIPIENT GRANT AGREEMENT WITH THE COUNCIL OF MICHIGAN FOUNDATIONS

THIS SUBRECIPIENT GRANT AGREEMENT is made (the “Subrecipient Agreement”), by and between **COUNCIL OF MICHIGAN FOUNDATIONS**, a Michigan nonprofit and 501(c)3 corporation (“CMF”), of 3101 E Grand Blvd, Suite 300, Detroit, Michigan 48202 and **Benton Charter Township** a Michigan municipal corporation (“Subrecipient”), of 1725 Territorial Road, Benton Harbor, Michigan 49022.

RECITALS

WHEREAS, the Michigan Department of Natural Resources (the “Department”) has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, the State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, and in section 451 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the Department for an ARPA grant to CMF in the amount of \$27,500,000 (the “Grant”); and

WHEREAS, in consideration of receiving the Grant, CMF has been tasked with providing technical assistance and distribution of ARPA funding to support the expansion of access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan’s historically under-resourced and underrepresented communities (the “Project”); and

WHEREAS, CMF entered into a Spark Partnership Agreement (the “Partnership Agreement”) with the Department in order to receive the Grant; and

WHEREAS, the Partnership Agreement expressly requires that all Spark Partnership Subrecipients assume certain specific risks and responsibilities by entering a Subrecipient Grant Agreement with Grantee (CMF) in consideration of their funding; and

WHEREAS, Subrecipient has agreed to contract for, manage, and implement certain portions of the Project and CMF has committed to provide a portion of the Grant funding to the Subrecipient for those portions of the Project, subject to certain conditions being met and final Department approval.

NOW, THEREFORE, in consideration of the mutual promises set forth below, Subrecipient and CMF agree as follows:

Section 1. Use of Funds Received by Subrecipient. Subrecipient agrees to use Grant funding received from CMF only in furtherance of the portions of the Project set forth on Exhibit C attached hereto, and in accordance with ARPA, the authorized purpose and terms- and conditions applicable to Subrecipient as set forth in the Partnership Agreement, which are incorporated herein

by reference. The subrecipient must obtain advance written approval from CMF for budget variances greater than fifteen percent (15 %) of any budget category (e.g. administration, permitting/design, construction, programming, equipment) as detailed in the approved schedule of costs contained herein as Exhibit C: Appendix A.

Section 2. CMF Funding. CMF agrees to provide Subrecipient Grant funding in an amount not to exceed \$1,000,000 for the total eligible cost of the Project set forth on Exhibit C or as mutually defined in writing by the authorized representatives of CMF (Kyle Caldwell, President & Chief Executive Officer), and Subrecipient (the designee), subject to DNR approval.

- A. Grant disbursements will be made on a reimbursable basis. However, the subrecipient may request advances.
 - Advance request amounts must be reasonable and necessary for the success of the project and only include what will be spent in the current State of Michigan fiscal year (October 1 – September 30). The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the Subrecipient.
 - Advances may not exceed fifty percent (50%) of the approved grant amount.
 - Once an advance is fully earned, an additional advance may be requested. Advance requests must be submitted in writing. A justification for the advance amount requested is required and may only include what will be spent in the current State of Michigan fiscal year. Advances may be approved at a lower amount than requested or denied.
 - Additional advances will be made only upon CMF review and approval of documentation submitted by the Subrecipient which includes an expenditure list supported by documentation, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the Subrecipient.
 - Total advances and reimbursements may not exceed ninety percent (90%) of the approved grant amount prior to project completion.
- B. Final payment will be released pending satisfactory project completion as determined by CMF.
- C. Any cost overruns incurred to complete the project as outlined in Exhibit C shall be the Subrecipient's sole responsibility unless specifically approved in writing in advance by CMF.
- D. CMF specifically reserves the right to withhold payments if appropriate documentation is not provided, or required reports or submissions identified in this agreement have not been provided to CMF by the subrecipient.
- E. Subrecipient must take all necessary affirmative steps to assure that veteran-owned, minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps must include:
 - i. Placing qualified veteran-owned, small and minority businesses, and women's business enterprises on solicitation lists;
 - ii. Assuring that veteran-owned, small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by veteran-owned, small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by veteran-owned, small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 2(E)(i) through E(v).
- G. Subrecipient agrees to provide supporting documents for CMF review and approval when requesting Grant funding advances.

Section 3. Subrecipient Designated Contact. The Subrecipient agrees that it shall designate one fully authorized individual as the constant primary contact for purposes of communication and accountability to CMF and the Department with regard to expenditures, accounting, reporting, contracting, and all deadlines related thereto relating to this Grant funding, as set forth in this Subrecipient Agreement and all applicable portions of the Partnership Agreement.

Section 4. Collaboration Meetings. The Subrecipient will participate in at least monthly meetings over the term of this Subrecipient Agreement to discuss at minimum the current status of projects, execution of third-party contracts, public engagement and convenings, continued equity considerations in Project implementation, ongoing planning, design and engineering, current construction activities, and project financial tracking and reporting.

Section 5. Subrecipient Deadlines. The Subrecipient expressly acknowledges and agrees that its portion of the Project, as defined within the Partnership Agreement, and pursuant to further definition and refinement as approved by CMF and the Department, must meet the following, non-negotiable deadlines: all Subrecipient funds must be obligated by December 31, 2025, and expended by September 30, 2026 (or such other deadlines as may be authorized by the Department or applicable law), (together, the "Completion Deadlines"). For the purposes of this Subrecipient Agreement, "obligated" means obligated pursuant to third party contracts. Third party contracts are considered those held with consultants, contractors, and other vendors providing supporting services and completing work within the parameters of this Subrecipient Agreement and the Partnership Agreement and do not include subrecipient grant awards.

Section 6. Recordkeeping and Audits. Subrecipient agrees to maintain and make available to CMF, the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using Fiscal Recovery Fund monies. Subrecipient must adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 (or the current threshold should federal

requirements change) in Federal awards during the fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Subrecipient may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Section 7. Federal System for Award Management. Subrecipient must register with the Federal system for Award Management (SAM) by the time of award disbursement and maintain an active SAM registration throughout the period of performance.

Section 8. Eligible Expenditures. Eligible expenditures under this Project include (a) administration, (b) planning, design, engineering, (c) Community outreach, public input, and convening, (d) construction oversight and implementation, (f)recreational programming to support activation of funded construction projects, subject to approval by CMF and the Department. Grant funds can only be used for allowable ARPA costs and require Subrecipient to comply with 2 CFR 200 and other applicable requirements.

Section 9. Ongoing Reporting, Monitoring, and Management Requirements. CMF is responsible for monitoring and overseeing Subrecipient’s use of Grant funds and other activities related to the Grant funds to ensure that Subrecipient complies with statutory and regulatory requirements and the terms and conditions of the award for the duration of the obligations under the Partnership Agreement. Subrecipient hereby acknowledges and agrees to cooperate and comply fully with CMF, the Department, the assigned Monitoring Consultant(s) or their successors, if any, and all monitoring requirements, plans, and procedures that are consistent with the terms of this Subrecipient Agreement. Additionally, Subrecipient hereby acknowledges and agrees to comply with all Subrecipient Pass-through Monitoring and Management Requirements set forth in in Exhibits A & B, including but not limited those found in CFR 200.331-200.333.

Section 10. Notices. All notices and other communications to be given pursuant to this Agreement shall be given in writing and delivered personally, by first-class mail or by electronic e-mail to the appropriate party at the address or e-mail address set forth below.

If to CMF:

Randy Van Antwerp
Council of Michigan Foundations
3101 E Grand Blvd, Suite 300
Detroit, MI 48202
Email: rvanantwerp@michiganfoundations.org

If to Subrecipient:

Subrecipient contact:
Subrecipient organization: _____
Address: _____
Email: _____

Either party may change its designated address/email address by delivery of written notice of the change to the other party. Notices shall be deemed effective upon actual receipt. Actual receipt of email transmissions shall be presumed based upon the transmitting party's record that it was sent and received.

Section 11. General Provisions.

- A. This Subrecipient Agreement constitutes the entire agreement between Subrecipient and CMF and may be modified or amended in whole or in part from time to time only with the written consent of CMF and the Department as provided herein.
- B. All capitalized terms not defined in this Subrecipient Agreement or for which there is not a reference to a definition shall have such definitions as defined in CMF's Partnership Agreement with the Department.
- C. A failure by either party to give notice or insist on the immediate performance of any right that it has under this Subrecipient Agreement shall not constitute a waiver of that right or any other right hereunder.
- D. This Subrecipient Agreement shall not be assigned, transferred, or conveyed by Subrecipient without the prior written consent of CMF.

IN WITNESS WHEREOF, the parties have signed this Subrecipient Agreement as of the date shown below.

SUBRECIPIENT

Council of Michigan Foundations

SIGNED (Authorized Agent)

SIGNED (Authorized Agent)

By: _____

(Signature)

(Date)

(Signature)

(Date)

Name: _____

(Typed or Printed)

Kyle Caldwell, President & Chief Executive Officer

Title: _____

Employer Identification Number: 38-6000180

SIGMA Number:

SIGMA Address ID:

Unique Entity Identifier:

EXHIBIT A:

AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS GRANT AGREEMENT AND
MANAGEMENT REQUIREMENTS

1. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map for subrecipient projects.
2. The award permits the use of SLFRF to cover indirect costs. If a subrecipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the subrecipient may use its current NICRA. Alternatively, if the subrecipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
3. The award permits the use of SLFRF to cover administrative costs: 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
4. The award is not for Research and Development.
5. The Eligible SLFRF expenditures under this project include:
 - a. Administration
 - b. Planning, design, and engineering
 - c. Community outreach, public input, and convening
 - d. Construction oversight and implementation
 - e. Recreational programing to support the activation of funded construction projects
6. Use of Funds Restrictions
 - a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

7. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.
8. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
9. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at [U.S. Department of Treasury State and Local Fiscal Recovery Funds](#), located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the [eCFR Uniform Guidance](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.
10. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, subrecipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued April 2, 2022).
11. CMF and subrecipient shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five

(5) years after final payment is made using Fiscal Recovery Fund monies. These record retention requirements are applicable to CMF and subrecipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

- general ledger and subsidiary ledgers used to account for (a) the receipt of Fiscal Recovery Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
 - budget records;
 - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
 - contracts and subcontracts entered into using Fiscal Recovery Fund payments and all documents related to such contracts;
 - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
 - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
 - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - all internal and external email/electronic communications related to use of SLFRF payments; and
 - all investigative files and inquiry reports involving SLFRF payments.
- i. CMF or the DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by CMF or DEPARTMENT financial staff. CMF or the DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- ii. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards (or the current threshold should federal requirements change) during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
- iii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:
- procure or otherwise arrange for the audit, if required;
 - prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
 - promptly follow up and take corrective action of the audit findings;
 - provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.
- iv. Final payment will be released pending satisfactory project

completion as determined by the CMF and/or the DEPARTMENT and completion of a satisfactory audit.

12. Subrecipient will:

- a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to expand access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan's historically under-resourced and underrepresented communities. Scope of work shall include items identified in section 5 to support the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022. **Funds must be obligated by Subrecipient into third party contracts by December 31, 2025 and expended by September 30, 2026.** Third party contracts are considered consultants, contractors and other vendors providing supporting services and completing work within the parameters of this agreement.

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- i. Subrecipients may not deposit SLFRF funds into a pension fund;
 - ii. Subrecipients may not use SLFRF funds as non-Federal match where prohibited;
 - iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that subrecipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Subrecipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas outlined in Section 5 if they are directly related to the project and were incurred after October 1, 2022.
 - c. Openly advertise and see written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the subrecipient's Prime Professional.
 - d. Solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the

subrecipient's Prime Professional.

13. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the Subrecipient.
14. During the project period, the Subrecipient shall obtain prior written authorization from the CMF before adding, deleting or making a significant change to any eligible uses of funding as identified in section 5. Approval of changes is solely at the discretion of the CMF.
15. Upon breach of the Agreement by the Subrecipient, CMF or the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the Subrecipient on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Require the Subrecipient to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to Subrecipient; and/or
 - e. Require specific performance of the Agreement.
16. This Agreement may be canceled by the DEPARTMENT and CMF, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Subrecipient, or upon mutual agreement by the DEPARTMENT, CMF, and Subrecipient. CMF shall honor requests for just and equitable compensation to the Subrecipient 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 CMF and the CMF will no longer be liable to pay the Subrecipient for any further charges to the grant.
17. The Subrecipient agrees that the benefit to be derived by the State of Michigan from the full compliance by the Subrecipient with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The Subrecipient agrees that after final reimbursement has been made to the Subrecipient, repayment by the Subrecipient of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The Subrecipient further agrees therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this Agreement after final reimbursement has been made may be the specific performance of this Agreement.
18. The Subrecipient agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this

award, as applicable, shall be returned to CMF or the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to CMF or the State of Michigan. Fiscal Recovery Funds provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), CMF and the State of Michigan reserve the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

- 19.** The Subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).
- 20.** The Subrecipient agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Subrecipient further agrees that any subcontract shall contain non-discrimination provisions that are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 21.** The CMF and/or the DEPARTMENT shall terminate this Agreement and recover grant funds paid if the Subrecipient or any subcontractor, manufacturer, or supplier of the Subrecipient appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
- 22.** The Subrecipient may not assign or transfer any interest in this Agreement without prior written authorization of the CMF except as otherwise provided in this Agreement.
- 23.** The rights of the DEPARTMENT and CMF under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

Exhibit A.1

CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. This is a subaward administered by CMF and as such the Subrecipients shall provide:
1. Federal award identification including:
 - a. Subrecipient name (which must match the name associated with its unique entity identifier)
 - b. Subrecipient's unique entity identifier
 2. Subrecipients are required to provide the legal descriptions of the subrecipient project areas, boundary maps of the project areas, and the development grant application bearing the number ARPA-0001 in the following manner: (i) the project area will be defined, initially, by a general overview boundary map provided by the subrecipient with the support of the project prime; and (ii) the project area will be defined, subsequently and finally, by an updated boundary map and specific legal description submitted by the subrecipient on or prior to September 30, 2026. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
 3. Subrecipients shall provide appropriate information to demonstrate closeout of the subaward. CMF shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of the subrecipient will include:
 - a. Reviewing financial and performance reports required by the pass-through entity.
 - b. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - c. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
 - d. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- B. CMF shall verify that every subrecipient is audited as required by when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- C. CMF and the Department reserves the right to take enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

- D. Subrecipient will complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
1. Maintain detailed written records of the contracting processes used and submit these records to CMF and/or the DEPARTMENT.
 2. Competitively bid, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the Subrecipient's Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 3. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide CMF with plans, specifications, and bid documents for the project facilities, sealed by the Subrecipient's Prime Professional.
 4. Upon CMF approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the Subrecipient's Prime Professional.
 5. Upon CMF approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the Subrecipient's Prime Professional.
 6. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 7. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients

- submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
8. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT or CMF. These corrections shall be made at the Subrecipient's expense and are eligible for reimbursement at the discretion of CMF and/or the DEPARTMENT and only to the degree that the Subrecipient's prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
 9. Comply with 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) as 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.
 10. 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
- E. Subrecipient will operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate

such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

- F. Subrecipient will provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- G. Subrecipient will adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the CMF before grant funds will be released.
- H. Subrecipient will maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- I. In the event that any subrecipient fails to abide by any provisions of this agreement or any provision contained in a grant award from CMF to the subrecipient, including but not limited to the failure to provide timely and complete reports and audits, that CMF may, assign its enforcement rights under the subaward to the DEPARTMENT.
- J. During the project period, the subrecipient shall obtain prior written authorization from CMF before adding, deleting or making a significant change to any eligible uses of subaward funding provided. Further, a subrecipient must obtain the approval of the DEPARTMENT, said approval in the sole discretion of the DEPARTMENT, for any change in an approved project. Furthermore, following project completion and within the twenty-year useful life period, the subrecipient shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
- K. All project facilities constructed or purchased by a subrecipient shall be placed and used at the project area and solely for the purposes specified in the subrecipient application and grant agreement.
- L. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
- M. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the subrecipient must represent that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- N. The subrecipient shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities within the twenty-year useful life period.
- O. None of the project area nor any of the project facilities constructed by a subrecipient using subaward funds shall be wholly or partially conveyed during the twenty-year

useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the subrecipient except with the written approval and consent of the DEPARTMENT.

- P. The assistance provided to a subrecipient as a result of a subaward is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
- i. The subrecipient agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - ii. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - iii. Before completion of the project, the subrecipient and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- Q. Should title to the project area or any portion thereof be acquired from the subrecipient by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the subrecipient agrees that the proceeds awarded to the subrecipient shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of subrecipient of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
- R. The subrecipient will acknowledge that:
- i. The subrecipient has examined the project area and that it has found the property to be safe for public use or that action will be taken by the subrecipient as part of the project to assure safe use of the property by the public, and
 - ii. The subrecipient is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the subrecipient, and
 - iii. The DEPARTMENT'S involvement in the premises is limited solely to the monitoring of the subaward to assist the subrecipient in developing the project site.
- S. The subrecipient will assure the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- T. The subrecipient will be required to acknowledge that the subaward does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. 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 subrecipient to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- U. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the subrecipient to advertise, seek quotes, or incur costs for this project,

the subrecipient must provide documentation to the DEPARTMENT that indicates either:

1. It is reasonable for the subrecipient to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 2. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- V. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by CMF or the DEPARTMENT with no reimbursement made to the subrecipient.
- W. The subrecipient shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the subrecipient from claims which may arise out of or result from the subrecipient's operations under the subaward, whether performed by the subrecipient, a subcontractor or anyone directly or indirectly employed by the subrecipient, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The subrecipient shall provide evidence of such insurance to the CMF and DEPARTMENT at the request of either.
- X. Nothing in the subaward shall be construed to impose any obligation upon CMF or the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- Y. The subrecipient will represent that it will defend any suit brought against either CMF or the DEPARTMENT which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- Z. The subrecipient is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The subrecipient is responsible for the safety of all individuals who are invitees or licensees of the premises. The subrecipient will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. CMF and the DEPARTMENT are not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- AA. Failure by the subrecipient to comply with any of the provisions of the subaward shall constitute a material breach of the subaward and CMF may seek enforcement against the subrecipient or DEPARTMENT will seek enforcement against the subrecipient if CMF assigns its rights against the subrecipient to the DEPARTMENT.
- BB. The subrecipient shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- CC. The subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State

of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).

EXHIBIT B
Reporting Requirements

All notices, reports, documents, requests, actions or other communications required between the CMF and the Subrecipient shall be submitted through the CMF’s online grant management system, which is currently under development unless otherwise instructed by CMF.

To be eligible for funding, the Subrecipient shall comply with all Department and CMF requirements. At a minimum, the Subrecipient shall:

- a. Subrecipient shall submit a project narrative and expenditure report every 90 days during the project period according to the following reporting schedule.

Reporting Period	Report Due Date
All activity through August 31, 2024, including any allowable pre-award costs	September 15, 2024
August 1, 2024 – November 30, 2024	December 15, 2024
November 11, 2024 – February 28, 2025	March 15, 2025
February 1, 2025 – May 31, 2025	June 15, 2025
May 1, 2025 – August 31, 2025	September 15, 2025
August 1, 2025 – November 30, 2025	December 15, 2025
November 1, 2025 – February 28, 2026	March 15, 2026
February 1, 2026 – May 31, 2026	June 15, 2026
May 1, 2026 – August 31, 2026	September 15, 2026
August 1, 2026 – November 30, 2026	December 15, 2026
November 1, 2026 – December 31, 2026	January 15, 2027

Subrecipients of Federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Subrecipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. CMF or its agents will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.

- b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than September 30, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- c. All funds that have not been **obligated by subrecipient into third party contracts by December 31, 2025**, must be returned to CMF by April 1, 2026.

COUNCIL OF MICHIGAN FOUNDATIONS
SUBRECIPIENT GRANT AMENDMENT

THIS SUBRECIPIENT GRANT AMENDMENT is made by and between **COUNCIL OF MICHIGAN FOUNDATIONS**, a Michigan nonprofit and 501(c)3 corporation (“CMF”), of 3101 E Grand Blvd, Suite 300, Detroit, Michigan 48202 and the **Benton Charter Township** a Michigan municipal corporation (“Subrecipient”), of 1725 Territorial Road Benton Harbor, Michigan 49022 to amend the subrecipient grant agreement executed September 3, 2024.

- 1) Delete the Approved Project Summary within Exhibit C and include the following in its place.

Exhibit C

Approved Project Summary

This project will create a new park at Euclid Avenue and Laurel in Benton Heights, a neighborhood within Benton Charter Township. The project will create a playground, pavilion, splash pad and walking trail. Currently there is no park on the vacant lot owned by the township. Community feedback identified this site as a priority park site in the township.

IN WITNESS WHEREOF, the parties have signed this Subrecipient Amendment as of the date shown below.

SUBRECIPIENT

Council of Michigan Foundations

SIGNED (Authorized Agent)

SIGNED (Authorized Agent)

By: _____

(Signature)

(Date)

(Signature)

(Date)

Name: _____

(Typed or Printed)

Kyle Caldwell, President & CEO

Title: _____

Exhibit C:
Appendix A: Modified Project Budget

CMF DNR Spark Grant Program

Detailed Budget

Applicant - Organization: **Benton Charter Township**

Proposal Title: **Euclid Avenue Park**

I	II	III	VI
Expense Category	Approved Spark Budget	Variance from request	Total Project Costs
PrePlanning - Do NOT include any supports provided through the prequalified TA providers.			
Total Preplanning	-	-	-
Administration (Capped at 5% of Total)			
CM Fee	47,000		47,000
Total Administration	47,000	-	47,000
Project Permitting, Plan Designs and Prime Professional Oversight (Capped at 25% of Total)			
Permitting and Designs	131,160	(440.00)	131,160
Total Permitting, Plan Designs and Prime Professional Oversight	131,160	(440.00)	131,160
Construction			
Asphalt parking lot	-	(75,000.00)	-
Sidewalk	-	(50,000.00)	-
Recreational Equipment	270,000	-	270,000
Wood Bark Trail and Rubber Flooring	130,400	-	130,400
Sign	-	(5,000.00)	-
Earthwork, Foundations, Landscaping	71,000	-	71,000
Lighting and electrical	100,000	-	100,000
Splash pad	120,000	-	120,000
Total Construction	691,400	(130,000.00)	691,400
Programming			
Total Programming	-	-	-
Equipment Directly Related to Actives Supporting Construction (Maintenance Equipment is not allowed)			
Total Equipment Directly Related to Actives Supporting Construction	-	-	-
Indirect Costs (Administrative Overhead) (Capped at 10% or a pre-negotiated rate)			
Insert additional description			
Total Indirect Costs (Administrative Overhead)	-	-	-
Project Contingency	130,440	130,440.00	130,440
Total Project Contingency	130,440	130,440	130,440
Totals	1,000,000	-	1,000,000

Total Spark Grant Request	1,000,000
Total Matching Funds (optional)	-
Total Project Costs	1,000,000

Exhibit C:

Appendix B: Original Grant Proposal

Appendix B includes the Benton Charter Township original application to the Council of Michigan Foundations. This document is included as a reference from which scope modifications were made as summarized in the statement of revisions and modified project budget.

[SPARK Application](#)

Response ID: [2216](#)

Submitted Date: 2024-01-31 15:32:05

Completion Time: 15 min. 58 sec.

CMF DNR SPARK GRANT APPLICATION (Page 1 /9)

Through an innovative public-private partnership, the Council of Michigan Foundations (CMF) is working with the Michigan Department of Natural Resources (DNR) to equitably guide resources that expand access to public recreation opportunities through the Michigan Spark Grant program.

The partnership with Michigan philanthropy makes a new pathway for nearly 40 “opportunity communities” to participate in a \$25 million grant distribution process. The partnership will help limit the barriers to participation in public recreation grants by simplifying the grant review process, relying on community partners to ensure that community voice is centered in this work to advance equitable and transformative change for opportunity communities, providing equity-focused technical assistance, and ensuring opportunity communities’ capacity to be competitive, to implement their work with success, and to provide quality maintenance over time.

Due to the length of this application, you may save your progress and continue the application at a later time. To save, select the "Save my progress and resume later" check box at the top of this form, then enter your email address and create a password for your submission. You will receive an email with the link to resume your application.

As an opportunity community, we encourage you to complete and follow the application prompts. If you need additional details on application requirements and eligibility please refer to the application guidance document [[VIEW](#)]. If you have questions regarding the application, please submit to spark@michiganfoundations.org.

Information Required When Entering Into a Grant Agreement (Page 2 /9)

As part of an equity-centered approach, CMF has sought to reduce and remove barriers to access funding for recreation investments in the opportunity communities. For example, CMF is simplifying the application process to the extent possible while also still meeting state and

federal requirements. Recognizing the limited time available in the application period, the information listed below will be collected during the contracting phase instead of this application phase to provide opportunity communities more time to collect the required documentation. Therefore, **the following information is not needed at this time but will be required of awardees at a later point in this process:**

1. Legal description(s) and site improvement boundary map.
2. Authorizing resolution from the entities' highest governing body.
3. Federally approved de minimis indirect cost rate: If an awardee already has a federally approved de minimis indirect cost rate agreement, documentation will be required.
4. Unique entity identifier (UEI) number generated by SAM.gov. Awardees must register with the Federal System for Award Management (SAM.gov) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. Please note that this registration can take a significant amount of effort. Applicants are encouraged to begin their registration immediately.
5. SIGMA vendor number and SIGMA address ID: Awardees must register with the State of Michigan's vendor management system (SIGMA).

Additional information on compliance requirements is available. [[VIEW](#)]

Applicant Information (Page 3 /9)

Applicant - Organization

Opportunity Community
Benton Charter Township

If awarded, will the grant recipient be the above local unit of government?
Yes

Street Address
1725 Territorial Rd

City State Zip
Benton Harbor MI 49022

County
Berrien

State House District State Senate District U.S. Congress District
38 20 4

Use the following link if you need to find or verify your district number(s):
<https://www.michigan.gov/micrc/mapping-process/final-maps>

Applicant - Authorized Representative

An authorized official is someone who has the legal authority to enter the applicant entity into a contract.

First Name Last Name
Cathy Yates

Title

Supervisor

Preferred Phone

Work

Work Phone

269-925-0616

Email

cyates@bentonchartertownship-mi.gov

Will the above Authorized Representative also be serving as Project Manager?

Yes

State of Michigan and Federal IDs

Federal IRS Employer Identification Number (EIN)

38-6000180

The following fields are not required to complete your application, however please provide any information you do have available.

Unique Entity Identifier (UEI)

If you do not have a Federal Unique Entity ID, you are also encouraged to start the registration process. Awardees must register with the Federal System for Award Management (SAM.gov) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. Please note that this registration can take a significant amount of effort. Applicants are encouraged to begin their registration immediately.

[Federal SAM Registration](#)

Unique Entity Identifier (UEI)

State of MI SIGMA ID

If you do not have a SIGMA ID from the state, we recommend you register with the state immediately. This will be required for a grant agreement if your application is approved.

[State of Michigan - SIGMA Registration](#)

SIGMA Vendor Number

SIGMA Address ID

Project Summary (Page 4 /9)

Proposal Title
Euclid Avenue Park

Proposal Description
This project will create a new park at Euclid Avenue and Laurel in Benton Heights, a neighborhood within Benton Charter Township. The project will create a playground, pavillion, splash pad, walking trail, and parking lot. Currently there is no park on the vacant lot owned by the township. Community feedback identified this site as a priority park site in the township.

If you are submitting multiple Spark Grant applications, what is the priority for this application relative to your other submissions?
This is our only application

Is this an existing recreation asset?
No

Site Improvements
The vacant lot where Euclid Avenue Park will be located is 10 acres. The park entrance will be off N. Euclid and will lead to the parking lot that can accommodate approximately 42 cars. The pavilion area with restrooms and playground will be located near the parking lot, as well as a splash pad. The 3/4-mile walking path will connect to the parking lot and will be laid out in a loop extending to the east end of the park, winding its way through the existing woods. The walking path will also provide a potential connection to the property to the east owned by the Sarett Nature Center, who has expressed interested in partnering with the township on park activation.

Requested Funding Amount
1000000

Site Address

Street Address of Site
1255 N Euclid Ave

Zip County
49022 Berrien

Latitude/Longitude of the site
[How to find latitude and longitude using Google Maps](#)

Latitude Longitude
42.137248 -86.406862

Public Benefit and Anticipated Outcomes (Page 5 /9)

Benefits to Residents

Benton Charter Township is located in Berrien County which is number 51 out of 83 ranked counties in Michigan on the County Health & Rankings Roadmaps. It ranks in the lower middle range of 25% to 50% in health outcomes which shows how much physical and mental health people experience in a community where they live. The families in Benton Township feel isolated from area services but have a strong community identity outside of the City of Benton Harbor. Lack of transportation is one of the most pressing issues in Benton Heights. This makes the other Benton Township Park inaccessible for most Benton Heights residents. The Euclid Avenue Park is within walking distance of the residential area of Benton Heights. The creation of this high quality, multi-use space will provide a place for individuals and families to play, visit with neighbors, and exercise. All of these uses have the potential to increase the physical and mental well-being of the families in Benton Township. The park will mitigate the isolation and economic hardships exacerbated by the COVID-19 pandemic, offering a safe outdoor environment for exercise, recreation, and social interaction.

Equity-Centered Approach

This project followed CMF's guidance on equity-based community engagement. Online surveys were available so that residents did not need to attend a township public meeting to participate in the park engagement process and could provide feedback at any time of the day. The project sent flyers directly to neighboring residents in order to gather their feedback and alert them to the online survey and in-person engagement event. The event was held after regular work hours, allowing those with day jobs the ability to attend. The event was held at a local church, and free dinner and childcare was provided in order to maximize community turnout. The residents also had the opportunity to pick what park to prioritize, with the majority picking the Euclid Avenue for the creation of a new park. Outreach to community residents was spearheaded by a group of local stakeholders including Cathy Yate - Benton Charter Township Supervisor, Lisa Cripps-Downy Berrien - Community Foundation Director and Chris Bitton - New Heights CCDA. The community engagement sessions were held at Benton Township Hall at 4:00 on October 16, and at Frist Church Benton Heights at 6:30 on October 17. Meetings were held at different times of the day to attract as many participants as possible. During the October 17 engagement session dinner and childcare were provided. For residents who were not able to make it to either session, a digital survey was available in English and Spanish.

Community Served

The site improvements will be used by all residents of Benton Charter Township, but especially those aged 18 and under. During resident feedback, many identified the need for more play amenities in this part of the township. There are 700 children living within walking distance to the park who currently do not have a public playground to use. There are also nearly 300 seniors who will be able to recreate at the walking trail, and many families who could rent the pavilion for events. Overall, the 2022 estimated population of Benton Charter Township was 14,197 and 29% of the population was under the age of 18. The per capita income of Benton Township in 2022 was \$24,352 with 36.7% of the population living at, or below, the poverty line. The population of Benton Heights, where the proposed park will be located, is approximately 27% of the entire township, or roughly 3,833 residents. The racial make-up of Benton Township was 41.6% white, 49.2% African American, 2.2% Native American, 0.3% Asian and 4.3% from two or more races. Hispanic or Latino were 8.2%

of the population.

Community Engagement

Benton Charter Township hosted two community engagement events on October 16 and 17 which were attended by 45 participants. These participants chose from three parks and the majority selected Euclid Avenue Park as the site to direct funding. An additional 16 people completed the online survey. During the in-person engagement sessions, the SPARK grant opportunity and what it could mean to their community was explained. Participants were asked "What are some things that parks brought to you and your family during the COVID pandemic." The facilitator reviewed the four green spaces currently available in Benton Township. Each participant was then given three \$100 bills of fake money and asked to put their money in the envelope attached to the presentation board of the park they would like to see developed. The same type of activity was conducted to gauge preferences for types of activities the residents would like to see in the park. The activities that received the most votes were basketball courts, playground, picnic area with tables, walking trails, splash pad and pavilion. After the community engagement sessions were completed, Progressive AE was hired to come up with a preliminary design for the Euclid Avenue Park based on the feed gathered from the resident participants. The online survey for this round of engagement gathered 26 responses, and the in-person event had 60 attendees. The vast majority of participants were excited about the park design.

User Fees and Programming Costs

Currently there is no plan for user fees or programming costs at the park.

Accessibility

The park has been designed to accommodate users of all levels of ability. Benton Township is committed to building a park that can be enjoyed by all residents. All paved pathways, playground equipment, pavilion and splash pad will have ADA appropriate elements and will be designed using universal design standards.

.....

Land Ownership, Clarity of Scope and Ability to Execute (Page 6 /9)

What is/will be the applicant's type of ownership and control of the property?

The opportunity community owns the property

Upload a copy of the site control form

benton township spark site control.pdf

Please upload the deed

Euclid Ave Park Quit Claim Deed.pdf

Site Maintenance

The site will be designed to be low maintenance. All maintenance required will be coordinated by the township's public works department, who already maintain the landscaping of the parcel as-is.

Is there any evidence of contamination within the project area?

No

Are federal, state and/or local permits required for the project?

No

Project Timeline (Page 7 /9)

We recognize that some of the referred to project timeline milestones have been completed, are ongoing or may be difficult to predict. For those items that have been completed, please indicate the date they were completed. For those items that are ongoing please identify the anticipated completion date and for those items that have not yet been started please provide your best guess estimate for completion.

Public Input

Target Completion Date

01/12/2024

Description of Activities and Timeline

This is complete, as described earlier in the grant application.

Planning and Design

Target Completion Date Description of Timeline

01/12/2024

Completed and validated through community feedback.

Bidding and Contract Execution

Target Completion Date Description of Timeline

Date

05/31/2024

After the mid-March grant award, the Township will issue an RFP as soon as possible in order to obtain a contractor for the installation of the new park.

Construction (must be complete by 10/31/2026)

Target Completion Date Description of Timeline

Date

04/01/2025

We anticipate the start up and completion of the project will be finished by spring, 2025, which builds in time for any pauses resulting from winter conductions during construction.

Programming and activation

Target Completion Date Description of Timeline

04/01/2025

The park will be fully operational for programming and activation upon completion of construction.

Budget (Page 8 /9)

The proposed project budget consists of three components:

1. The detailed budget form (download below)
2. Summary project budget
3. The budget narrative

The three components should complement one another and provide sufficient detail to understand the alignment of the proposed budget and the scope of work. To the extent possible, provide additional details about line-item expenses on the detailed budget form. Examples include, but are not limited to, boardwalks/walkways, railings, parking, restrooms, pavilions, playgrounds, soil erosion control, site restoration, mobilization, electrical improvements, signage, community engagement, etc. Complete the detailed project budget form [[Download Form](#)] and upload it below. The budget should cover the total project period.

Upload Completed Detailed Budget Form

Spark Detail Budget - Euclid Ave Park.xlsx

Summary Project Budget

Please enter the budget totals from the detailed budget form for each section below. Only includes conceptual designs, public input, public surveys and other meetings. **Do NOT include any of the supports provided through the prequalified TA providers.**

Need for project?

No

Internal activities necessary to support the oversight and implementation of the project. This category is capped at 5% of the Project Total.

Need for project? Total Cost

Yes 47000

This category is capped at 25% of the Project Total

Need for project? Total Cost

Yes 131600

Need for project? Total Cost

Yes 821400

Need for project?

No

Directly related to activities supporting the construction improvements of the project; maintenance equipment is not eligible

Need for project?

No

Project Subtotal

1000000

This program does permit the use of funds to cover indirect costs. Do you want to include indirect costs in this project?

No

Indirect Costs

0

Project Budget Total

1000000.00

Grant Amount Requested

1000000

Budget Narrative

The estimate of probable cost is based on historic data and other previous jobs that are relevant to this project within our cost estimating records. Administration will cover construction management, permitting and oversight will cover general conditions, and construction costs will cover hard costs and infrastructure to be installed.

PROPOSED MASTER PLAN FOR:
EUCLID AVE. PARK
BENTON CHARTER TOWNSHIP, MI
PROGRESSIVE AE 1/19/24

