

**BENTON CHARTER TOWNSHIP, MICHIGAN  
 REQUEST FOR PROPOSALS FOR  
 PRIME PROFESSIONAL – DESIGN, ENGINEERING, CONSTRUCTION  
 ADMINISTRATION SERVICES  
 Euclid Avenue Park Improvements  
 Issue Date: October 18, 2024**

Proposals will be accepted until November 12, 2024

**Section 1: Instructions**

**1.1 Purpose:** Benton Charter Township (Township) is releasing this 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:

<b>Criteria</b>	<b>Points</b>
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
<b>Total Available Points</b>	<b>100</b>

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 5:00 pm EST on November 12, 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: October 28, 2024 at 5:00PM EST

Responses to questions issued: November 1, 2024

Proposals due: November 12, 2024 at 5:00 PM EST

Interviews (if necessary): November 14-15, 2024

Approval: November 27, 2024

**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](mailto:hamiltonm@swmpc.org). All inquiries must be submitted no later than 5:00pm EST October 28, 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 project will create a playground, pavilion, splash pad, walking trail and parking lot. The approved scope of work as part of Benton Charter Township’s subrecipient agreement with the Council of Michigan Foundations is attached along with the preliminary project concept.

**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 project must:

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 or cost model for the project as you deem appropriate per your understanding of the project and the preliminary concept provided. Provide your analysis of the proposed project budget project; identify any key items/conditions/areas of challenge and describe your initial suggestions and recommendation to mitigate each; describe potential value engineering opportunities and your process for evaluating the initial suggestions and developing additional opportunities with 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 is \$178,600 (17.8% 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 \$ 178,600**

**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 as 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

## **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](mailto:rvanantwerp@michiganfoundations.org)

**If to Subrecipient:**

Subrecipient contact: Cathy Yates  
Subrecipient organization: Benton Charter Township  
Address: 1725 Territorial Road, Benton Harbor, MI 49022  
Email: [cyates@bentonchartertownship-mi.gov](mailto:cyates@bentonchartertownship-mi.gov)

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: Cathy Yates Stoborn  
 (Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

Name: Cathy Yates  
 Cathy Yates

Kyle Caldwell, President & Chief Executive Officer

\_\_\_\_\_

Title: Benton Township Supervisor\_\_\_\_

Employer Identification Number: 38-6000180

SIGMA Number:CV0047016

SIGMA Address ID: 006

Unique Entity Identifier: LKNDBHBR91W7



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

