

NOTICE OF REQUEST FOR QUALIFICATIONS / PROPOSALS

Engineering Design and Surveying Services for Syndicate Park Dune Restoration Project

Issue Date: December 10, 2014

Proposal Due Date: January 7, 2015, 1:00 PM at Van Buren County

Project: Syndicate Park Dune Restoration Project partially funded by the Michigan Coastal Zone Management Program

Address Proposal to:

Van Buren County Clerk
212 E. Paw Paw Street
Paw Paw, MI 49079
Phone: 269-657-8218 Ext 6

AWARD OF CONTRACT / REJECTION OF PROPOSALS:

The Contract will be awarded to the most responsive consultant based on the Van Buren County's review of the Respondents ability to provide the required products/services.

Competitive negotiation proposals are being solicited from an adequate number of qualified sources to permit a reasonable comparison consistent with the nature of competitive negotiation. The Request for Qualifications / Proposals (RFQ/P) identifies all significant evaluation factors to ensure equal information is given to all vendors involved in the bidding process. The award of the bid will be made based on the recommendation of the procuring party with consideration being given to whose proposal will be the most advantageous rather than the lowest cost.

Van Buren County reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in Van Buren County's best interest. The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Respondent to whom the Award is made will be notified at the earliest possible date.

The Contract shall not be considered executed unless signed by the Van Buren County Board Chairperson and funds are available from the Michigan Coastal Zone Management Program.

SIGNATURES:

The Proposal and Award page and any proposal notifications, claims or statements must be signed in ink by an official of the proposing organization authorized to bind the Respondent to the provision of the RFQ/P.

NOT TO EXCEED OR NON-APPROPRIATION:

The Respondent hereby recognizes that funding for Syndicate Park Dune Restoration Project is being provided by funds received by Van Buren County from Michigan Department of Environmental Quality (MDEQ) and NOAA. If, for any reason, funding is not available, or

discontinued for any reason from MDEQ or NOAA to Van Buren County, Van Buren County may terminate this agreement without incurring any liability. Van Buren County will only be responsible for reimbursing the Respondent for the expenditures that are eligible for reimbursement from MDEQ and NOAA.

TYPE OF CONTRACT:

It is proposed that a contract entered into as a result of this RFQ/P will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposal as to price and other factors show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be that which is most advantageous to Van Buren County, price and other factors considered. Van Buren County reserves the right to consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of Van Buren County. ***Further, the selected contractor shall be subject to the provisions of the Contract between Van Buren County and the MDEQ Coastal Zone Management Program (see attached).***

CONTRACT EXTENSIONS:

The contract will be for a period from approximately **February 1, 2015 through September 30, 2015**. A contract extension may be granted if necessary, but will not be extended past November 15, 2015.

INCURRING COSTS:

Van Buren County shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract(s). Total liability of Van Buren County is limited to the terms and conditions of this request and any resulting contract.

NO THIRD PARTY RIGHTS:

It is agreed and understood that the contract is made solely for the benefit of Van Buren County and the Provider of Services, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the parties signatory hereto.

ORAL PRESENTATION:

Respondents who submit a proposal may be required to make an oral presentation of their proposal to Van Buren County. These presentations will provide an opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents.

ACCEPTANCE OF PROPOSAL CONTENT:

The contents of the proposal of the successful Respondent will become contractual obligations, if a contract is issued. Failure of the successful bidder to accept these obligations will result in cancellation of the award.

REQUEST FOR QUALIFICATIONS / COMPETITIVE NEGOTIATION PROPOSAL SYNDICATE PARK DUNE RESTORATION PROJECT

BACKGROUND:

This effort is part of a project funded by the MDEQ Coastal Zone Management Program which will be completed by December 31, 2015 (*final status report, invoice and professional reimbursement request forms submitted to MDEQ*).

Project Location: The project location is South Haven Township, Van Buren County. The restoration and public access activities will take place on land owned by Van Buren County.

SITE RESTORATION SUMMARY

Project Description:

Coastal sand dunes around the Great Lakes constitute vital and distinctive environments that support more unique species of plants, insects, and animals than any other ecosystem in the Great Lakes Basin. The Syndicate Park Dune is part of the world's largest freshwater dune system, which stretches 100 miles along Lake Michigan. It is adjacent to a county-owned park which is part of a 17 acre protected dune area, North Point Conservation Area, with 330 feet of Lake Michigan shoreline. The North Point Conservation Area is adjacent to Van Buren State Park (400 acres with 1 mile of Lake Michigan shoreline). Van Buren County will restore a large critical dune complex and limit impacts from human use by providing managed public access and educational opportunities. The project will include the development of detailed engineering plans and cost estimates for stabilizing/restoring the critical dune area with native vegetation, and providing managed public trails to allow public access to the beach, enjoy vistas of Lake Michigan, and provide opportunities for dune exploration and education.

Restoration Needs and Objectives:

Stabilize active blowouts in order to reduce dune advance towards houses and properties in the Syndicate Park subdivision. Specifically, stabilizing three very active blowouts on the eastern edge of the dune area which are contributing sand to the advancing slipfaces will be critical. Techniques for stabilizing the blowouts can include restricting visitor access to the blowouts, installing sand fences to slow wind-blown sand movement, and planting native vegetation to hold loose sand in place as well as reduce wind erosion. Other methods of surface stabilization, such as netting, straw mats, debris or straw bales are also options towards quicker or more comprehensive stabilization.

Design a managed trail system to confine and reduce human impacts while maintaining access to the dunes, beach and scenic views. The design would include effective measures to close all unmanaged existing trails. The northern beach access trail (extending from Grand Avenue) will be built to accommodate pedestrians and ORVs. Install signposts along the trails to clearly mark the managed system. The dune crest trail will only accommodate pedestrians. On the crest of the dune the trail will be an elevated boardwalk with gaps in the floor to allow for vegetation to take root beneath the trail. Along certain critical areas, the trails will have a railing or fence to reinforce staying on the managed trails.

Develop a monitoring plan that includes the following components: measure rates of dune advance at 5 or more locations along the eastern edge of the dune area; measure dune activity at

a suitable multi-year interval, such as every five years, with a focus on dunes of particular interest such as blowouts 1, 5 and 10; and measure activity in specific blowouts are of interest with erosion pins to measure erosion and deposition. (See Calvin College Plan and other documents at www.swmpc.org/syndicateparkdune.asp for specifics.)

This RFQ/P is for Engineering Design and Surveying Services

Van Buren County will enter into a contractual agreement with an ecological restoration and engineering consultant for the project.

Services requested:

- 1) Survey of the site to ensure proposed design is on Van Buren County property.
- 2) Participate in stakeholder meetings coordinated by Southwest Michigan Planning Commission and the Van Buren Conservation District to obtain input on draft concepts for stabilization and trail systems.
- 3) Coordinate proposed management and educational sign placement and content with Southwest Michigan Planning Commission and the Van Buren Conservation District.
- 4) Completion of the engineered design and cost estimates for the dune stabilization/restoration and public access trail system.
- 5) Permit coordination with MDEQ and MDNR.
- 6) Construction management services, including development of bid package, specifications and contract documents for a competitive bid process.
- 7) Development of a post construction monitoring and management plan.
- 8) Reporting on project status for quarterly invoicing and additional information that may be needed for grant progress and final reporting purposes.

Van Buren County will make payments for services, according to a contractual agreement to be negotiated upon selection of a consultant/contractor. Van Buren County and Southwest Michigan Planning Commission will act as the project contacts for media communications, project partners, and grant reporting to the MDEQ.

Time period for engineering:

Engineering services will be expected to be completed by September 30, 2015.

PRODUCTS and SERVICES:

Van Buren County is requesting an Engineered Design for the Syndicate Park Dune Restoration Project, described above.

PROPOSAL FORMAT:

The proposal statement shall include, at a minimum:

1. A Detailed Project Understanding Statement (not to exceed one page)
2. Itemized Scope of Services, based on your understanding of Project Goals and Tasks
3. Not-to-Exceed Cost Proposal, by task, personnel, hours, rates (fees and unit prices as applicable)
4. Qualification Statement (shall include, at a minimum):
 - a. Project Team and their Relative Experience (on similar projects during the last five years)
 - b. Resumes of the Project Team (respondent and any project team subcontractors)

- c. Statement about your Firm (as it relates to this type of project)
5. Project Timeline / Schedule (a general outline of milestones / activities)

Cost Proposal Table

The cost proposal table should show the Tasks and Sub-Tasks under these category headings:

1. Task (with brief task description) (see scope of work below)
2. Hours (for each task by project personnel)
3. Costs (for project personnel)
4. Unit costs (where applicable)
5. Total, Not to Exceed Cost
6. Any other additional, relevant categories
7. A separate table with hourly rates for project personnel

Scope of Work and Cost Proposal Table should show these Tasks (and include any other necessary tasks and sub-tasks, as appropriate):

1. Development of draft conceptual design and final engineered design for ecological restoration/stabilization and public access trail system
2. Boundary and Topographical survey
3. Development of a post restoration monitoring and management plan with estimated costs
4. Approximately four project team meetings with Van Buren County, Southwest Michigan Planning Commission and Van Buren County Conservation District.
5. Approximately two meetings with landowners and other stakeholders to receive input on the preliminary design and final engineered designs.
6. Coordination with permitting agencies.
7. Develop a competitive bid package, including contract documents and specifications (to be approved by Van Buren County), to seek competitive bids for a contractor(s) to perform construction according to the approved engineered designs
8. Provide Van Buren County with quarterly and final reports of progress and any additional information as required by MDEQ/NOAA reporting requirements. Van Buren County will require timely submission of quarterly status reports and itemized invoices
9. Please list and describe any additional, relevant tasks
10. Grand Total

TIMELINE: Upon selection of a consultant/contractor, Van Buren County will develop a contract between the consultant/contractor and Van Buren County for final agreement (within approximately 20 days).

Sealed Proposals: Three (3) paper copies and one digital copy (PDF file(s) on a CD ROM or thumb drive) of your proposal must be submitted in a sealed envelope marked “Syndicate Park Dune Proposal,” addressed and delivered to:

Van Buren County Clerk
212 E. Paw Paw Street
Paw Paw, MI 490079

REQUIRED TIME FOR RECEIPT OF PROPOSALS:

Sealed Proposals must be received in the office of Van Buren County Clerk no later than 1:00 PM, January 7, 2015. Late submittals will not be accepted.

A Public Bid Opening will be held at 1:30 PM, January 7, 2015 at Van Buren County, 212 E. Paw Paw Street, Paw Paw, MI 49079.

CONSULTANT SELECTION PROCESS: Van Buren County staff and county commissioners, Southwest Michigan Planning Commission staff, Van Buren County Conservation District staff and MDEQ and MDNR staff and selected landowners will review the proposals, compare and evaluate them based on the information provided.

Evaluation Criteria:

1. Understanding of the Project (project goals, coordination, collaboration, native plants, dune ecosystems, public access, etc) (20 points)
2. Clear and Effective Scope of Work, Timeline and Budget (detailed scope of work, budget and timeline, cost effectiveness, best value) (40 points)
3. Experience and Qualifications of the Team/Firm (experience in dune stabilization and public access projects in dunes, local experience) (20 points)
4. Project Management and Public Input Experience/Past Performance (public input approach/philosophy, permit coordination, positive relationships with MDNR and MDEQ) (20 points)

At the discretion of Van Buren County:

1. Interviews may be held as part of the evaluation process.
2. Negotiations may be a part of the selection process. If Van Buren County chooses to negotiate an agreement using the terms of the original proposal as a basis, the negotiations will be held beginning with the top ranked firm and proceeding in order until an acceptable agreement is reached with a firm.

SCHEDULE:

Van Buren County will implement the following schedule for the RFQ/P process:

A. RFQ/P distributed by Van Buren County to a number of qualified consultants and placed on Van Buren County website on December 10, 2014.

B. Pre-Bid Meeting Follow-up Questions may be submitted, in writing, to colcloughm@swmpc.org until December 19, 2014. Responses will be provided at www.swmpc.org/syndicateparkdune.asp no later than 4:30 p.m., December 24, 2014

C. Proposals Due at Van Buren County Clerk by 1:00 PM, January 7, 2015

D. Public Bid Opening: 1:30 PM, January 7, 2015 at Van Buren County, 212 E. Paw Paw Street, Paw Paw, MI 49079

E. Proposal Review and Selection: Within approximately 20 days, following public bid opening

G. Notification of Selection: Within approximately 3 days following the selection date

H. Contract Award Date: Within approximately 15 days following the notification date

ENCLOSURES:

1. Contract between MDEQ and Van Buren County

**For additional information, please find studies and documents relating to this project at

<http://www.swmpc.org/syndicatepark.asp>



MICHIGAN COASTAL ZONE MANAGEMENT PROGRAM GRANT CONTRACT
 BETWEEN THE
 MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 AND **VAN BUREN COUNTY**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality (DEQ), Office of the Great Lakes ("State"), and **Van Buren County** ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Coastal Zone Management Act of 1972, as amended, P.L. 109-58 (16 U.S.C. 1451-1465 "Federal Act"). Legislative appropriation of funds of grant assistance is set forth in Public Act number 252 of 2014. This Contract is subject to the terms and conditions specified herein.

Project Name: Syndicate Park Dune Area

Engineering and Design

Project #: 15-PA-004

Amount of grant: \$20,000

% of grant state _____ / % of grant federal 100

Amount of match: \$20,000

PROJECT TOTAL: \$40,000 (grant plus match)

Start Date: October 1, 2014

End Date: December 31, 2015

GRANTEE CONTACT:

Marcy Colclough
 Name/Title
Van Buren County
 Organization
219 E. Paw Paw St., Ste 303
 Address
Paw Paw, Michigan 49079
 Address
269-925-1137 ext. 1525
 Telephone number

 Fax number
colcloughm@swmpc.org
 E-mail address
38-6007133
 Federal ID number
074305459
 Grantee DUNS number

STATE'S CONTACT:

Alisa Gonzales-Pennington
 Name/Title
DEQ – Office of the Great Lakes
 Division/Bureau/Office
525 West Allegan, P.O. Box 30473
 Address
Lansing, Michigan 48909-7973
 Address
517-284-5038
 Telephone number
517-335-4053
 Fax number
gonzalesa@michigan.gov
 E-mail address

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

FOR THE GRANTEE:

 Signature
Douglas Cultra, County Administrator
 Name/Title

 Date

FOR THE STATE:

 Signature
Roger Eberhardt, Acting Deputy Director, OGL
 Name/Title

 Date

I. PROJECT SCOPE

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

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

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

II. CONTRACT PERIOD

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

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting Period	Due Date
October 1 – December 31, 2014	January 31, 2015
January 1 – March 31, 2015	April 30, 2015
April 1 – June 30, 2015	July 31, 2015
July 1 – September 30, 2015	*October 9, 2015
October 1 – December 31, 2015	January 31, 2016

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

The forms provided by the State, and also available on website at www.michigan.gov/coastalmanagement, shall be submitted to the State's contact at the address on page 1. The financial report shall specify total expenditures for the quarterly period and the cumulative totals to date. All required supporting documentation for grant and match expenses incurred must be included with the reports.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide two copies of all final products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Coastal Zone Management Program, DEQ, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- (E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

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

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds, regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

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

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

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

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

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

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 25 percent of the grant award, or final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Contract, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Contract.

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

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

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

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.

- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

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

XXII. IRAN SANCTIONS ACT

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

XXIII. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

XXIV. FEDERAL FUNDING REQUIREMENTS

A maximum of 100 percent of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Coastal Zone Management Administration Awards and the CFDA number is 11.419. The federal grant number is NA14NOS4190120, and this grant is funded with Federal funds from the National Oceanic and Atmospheric Administration, United States Department of Commerce." By accepting this Contract, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Education at the following address:

Michigan Department of Education
Office of Audits
P.O. Box 30008
Lansing, Michigan 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html.)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding, as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(D) HISTORIC PRESERVATION

Any project directed toward historic preservation will include timely consultation with the State Historic Preservation Office (SHPO), Department of History, Arts and Libraries. Contracts will not be awarded before adequate consultation with this agency. No construction or repair work will be performed prior to obtaining clearance from SHPO concerning possible effects to archeological or historic resources.

For projects not primarily aimed at historic preservation, federal and state agencies, principally the State Historic Preservation Officer, may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the Project Manager, the Grantee for such a project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

(E) AVAILABILITY TO USERS

Projects developed for public use with assistance from this Contract shall be open to entry and use by all persons, regardless of race, color, religion, sex or national origin, who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems is prohibited, except to the extent that differences in admission or other fees may be maintained on the basis of residence where local contributions to the project make such differences reasonable.

(F) OBLIGATION OF GRANT FUNDS

Grant funds may not, without advance written approval of the Project Manager, be obligated prior to the effective date or subsequent to the end date of this Agreement. Obligations outstanding as of the end date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the Contract period, except that reasonable costs associated with the Agreement closeout, e.g., final reports, may be incurred within a short time after the end date.

(G) BONDS

Contractors/subcontractors performing construction work costing one thousand dollars or more shall furnish, in acceptable form, surety bonds in the amount of 100 percent of their respective contract sums under this contract. These bonds will be security for faithful performance of this contract or subcontracts there under, and for payment of all persons performing labor and furnishing material in connection with this contract or subcontract there under. The agency receiving a subgrant under this contract will secure evidence (e.g., a letter of certification from a reputable bonding company) that its construction contractors/subcontractors have obtained such bonds which will remain in effect for the duration of the project, or will otherwise arrange for an equally effective performance bond. The State will not pay any charge for such bonds additional to the face value of this contract/subgrant.

(H) GUARANTEE

The public/nonprofit agency responsible for this project shall require each construction contractor/subcontractor to furnish a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the public/nonpublic agency responsible. Construction contractors and subcontractors shall provide such guarantees.

(I) INSPECTION

Construction contractors and subcontractors shall at all times permit and facilitate inspection of the work by appropriate representatives of the public/nonprofit agency responsible for the project and the State. Agencies responsible for projects shall include this requirement in all construction contracts and subcontracts.

(J) OPERATION AND MAINTENANCE

The subgrantee assures that property developed with assistance from this agreement will be kept reasonably safe, clean and sanitary. Structures and improvements (trails, boardwalks, etc.) shall be kept in reasonable repair throughout their estimated lifetime.

(K) UNEMPLOYMENT CLAIMS

The Grantee is liable for any valid unemployment compensation claims. No unemployment compensation claims will be paid from this Grant Agreement. This provision does not prohibit standard allocations to unemployment compensation funds as part of the approved indirect cost/fringe benefit arrangements.

(L) FLOOD INSURANCE REQUIREMENTS

Funds from this Grant Agreement will not be used to assist the construction or acquisition in identified flood hazard areas for which the appropriate governmental unit has failed to comply with flood insurance purchase requirements under Sections 102(2) of the Flood Disaster Protection Act of 1973 (public Law 93-234), approved December 31, 1976.

APPENDIX A

SECTION I: PROJECT DESCRIPTION

Coastal sand dunes around the Great Lakes constitute vital and distinctive environments that support more unique species of plants, insects, and animals than any other ecosystem in the Great Lakes Basin. The Syndicate Park Dune is part of the world’s largest freshwater dune system, which stretches 100 miles along Lake Michigan. It is adjacent to a county-owned park which is part of a 17 acre protected dune area, North Point Conservation Area, with 330 feet of Lake Michigan shoreline. The North Point Conservation Area is adjacent to Van Buren State Park (400 acres with 1 mile of Lake Michigan shoreline). Van Buren County will restore a large critical dune complex and limit impacts from human use by providing managed public access and educational opportunities. The project will include the development of detailed engineering plans and cost estimates for stabilizing/restoring the critical dune area with native vegetation, and providing managed public trails to allow public access to the beach, enjoy vistas of Lake Michigan, and provide opportunities for dune exploration and education.

SECTION II: PROJECT TASKS AND SCHEDULE

Tasks	Oct- Dec 2014	Jan- Mar 2015	April- June 2015	July- Sept 2015	Oct- Dec 2015	Outcome/Product
Release RFP and select a firm	X					RFP and selected firm
Conduct stakeholder meetings		X				Participant lists and meeting summaries
Develop draft engineering plans, signage content/placement, and short and long term management strategies		X				Draft plans
Solicit input on Draft plans			X			Documentation of public input/comments
Finalize plans and develop cost estimates				X		Final plans and cost estimates
Prepare and submit quarterly and final grant reports	X	X	X	X	X	Quarterly and final reports

Be advised that in the event that no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

SECTION III: PROJECT BUDGET

See Attached Project Budget form.

SECTION IV: GENERAL PROVISIONS

A. GRANT ACKNOWLEDGEMENT

All project deliverables must acknowledge financial assistance of the Michigan Coastal Zone Management Program and the NOAA.

(1) This grant acknowledgement will include the OGL, DEQ and the NOAA logos to be provided by the State and the following (or other mutually agreed upon) language: "Financial assistance for this project was provided, in part, by the Michigan Coastal Zone Management Program, Office of the Great Lakes, Department of Environmental Quality, under the National Coastal Zone Management Program, through a grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce."

(2) A view disclaimer is required for reports/videos in addition to the DEQ and the NOAA logos and financial acknowledgment language listed in the above paragraph. The view disclaimer shall include the following language: "The statements, findings, conclusions, and recommendation in this (report/video) are those of the (Grantee) and do not necessarily reflect the views of the Department of Environmental Quality and the National Oceanic and Atmospheric Administration."

(3) For press releases, newsletters, newspaper articles, graphic displays meant for public presentations and in other public forums, the DEQ and the NOAA logos are not required; however, the funding source will be listed as the "Michigan Coastal Zone Management Program, Office of the Great Lakes, Department of Environmental Quality and the National Oceanic and Atmospheric Administration."

B. EXTENSIONS:

In accordance with Section III - Changes, page 2 of this contract, the Grantee shall submit to the State, for review and approval, written extension requests no less than 45 days prior to the end date of the Contract. The Grantee shall provide justification for the extension and the requested new end date of the Contract.

C. SPECIAL PROVISIONS:

All final products and deliverables shall be submitted to the state as hard copy and digitally on two CD/DVDs. E-mail submissions will not be accepted.

D. COMPENSATION:

Grant payments will be made quarterly on a costs-incurred only basis. Estimates of costs will not be accepted. The following is required when requesting a grant payment for incurred costs:

- A cover letter specifying the dollar amount.
- Corresponding progress and financial reports for that quarter.
- Copies of supporting documentation for grant and match expenses (invoices and receipts or other supporting documentation) for that quarter.

E. FINAL QUARTER REPORT REQUIREMENTS:

Grantee shall submit to the State the Final Quarter Report no later than **30** days past the end date of the Contract.

The Final Quarter Report shall include:

- **COVER** letter from the Grantee requesting final payment, and specify the dollar amount.
- **ONE** copy of a detailed narrative that describes all project tasks performed, including any special considerations or problems encountered according to a form and format prescribed by the state.
- **ONE** progress report showing completion of all project tasks.
- **ONE** financial report showing all grant and match expenditures.
- **ONE** copy of invoices, receipts, or other documentation for grant and match expenditures incurred on the project.