



**NONPOINT SOURCE PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF ROCHESTER HILLS**

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Rochester Hills (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 319 of the federal Clean Water Act, and the Clean Michigan Initiative Act, 1998 PA 284. Legislative appropriation of funds for grant assistance is set forth in Public Act 166 of 2022 (State of Michigan’s fiscal year 2023 appropriations). This Agreement is subject to the terms and conditions specified herein.

Project Name: Clinton River Streambank
Stabilization
Amount of Grant: \$142,480.00
Amount of Match: \$151,681.29 = 51%
Start Date: November 1, 2023

Project #: 2023-0007
% of Grant State 0 / % of Grant Federal 100
PROJECT TOTAL: \$294,161.29 (grant plus match)
End Date: October 31, 2026

GRANTEE CONTACT:

Matt Einheuser, Natural Resource Manager
Name and Title

City of Rochester Hills
Organization

1000 Rochester Hills Drive
Address

Rochester Hills, Michigan 48309-3034
City, State and Zip Code

248-841-2551
Telephone Number

EinheuserM@RochesterHills.org
Email Address

CV0048293 001
SIGMA VSS Vendor Code Address ID

38-6006880
Federal ID Number

VMWTBPQXGAD4
UEI Number

STATE CONTACT:

Leah Clark, Program Administrator
Name and Title

Water Resources Division
Division

P.O. Box 30458
Address

Lansing, Michigan 48909-7958
City, State and Zip Code

517-331-7159
Telephone Number

ClarkL13@Michigan.gov
Email Address

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

FOR THE GRANTEE:

Signature

Date

Bryan Barnett, Mayor

Name and Title

FOR THE STATE:

Signature

Date

Phil Argiroff, Acting Director, Water Resources Division

Name and Title

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1 of this Agreement. 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. Expenditures made by the Grantee prior to the start date or after the end date are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to this Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting Period	Due Date
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31
January 1 – March 31	April 30

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. The Grantee must submit a report or an estimate of expenditures before October 10 for the quarter ending September 30 to allow the State to complete its accounting for that fiscal year.

The forms provided to the Grantee by the State shall be submitted to the State Contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, payroll journals, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the end date of this Agreement.

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

(D) If eight percent (8%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NONDISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the State Contracts with Certain Employers Prohibited, 1980 PA 278, MCL 423.321 *et seq.*

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the Lobbyists, Lobbying Agents, and Lobbying Activities Act, 1978 PA 472, as amended; specifically, MCL 4.415(2), which states "Lobbying' means communicating directly with an official in the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or the State.
- (2) Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); 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 indicated in subsection (2).
- (4) Have not within a three (3)-year period preceding this Agreement had one or more public (federal, state, or local) transactions 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 Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT on the SIGMA Vendor Self Service web site at SIGMA.Michigan.gov/WebApp/PRDVSS2X1/AltSelfService.

(F) An amount equal to ten percent (10%) of the last year of the grant award, or \$4,749.00, will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

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

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

- (1) Upon 30 days' written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of this Agreement, with the requirements of the authorizing legislation cited on page 1 of this Agreement and the rules promulgated thereunder, or other applicable laws or rules.
 - b. If the award no longer effectuates the program goals or agency priorities. Situations in which the State or the United States Environmental Protection Agency (USEPA) may terminate an award under this provision include when:

- (i) The State or USEPA obtains evidence that was not considered in making the award that reveals that specific award objectives are ineffective at achieving program goals and it is determined that it is in the government's interest to terminate the award.
 - (ii) The State or USEPA obtains evidence that was not considered in making the award that causes the State or USEPA to significantly question the feasibility of the intended objectives of the award and the State or USEPA determines that it is in the government's interest to terminate the award.
 - (iii) The State or USEPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.
- c. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - d. If the State finds that the Grantee or any of the Grantee's agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - 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 Licensing and Regulatory Affairs or its successor.
 - f. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to this Agreement and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, 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.
 - 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 this Agreement is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

PROGRAM-SPECIFIC SECTION

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. ADVANCES

Upon written request by the Grantee, the State will make an advance payment for incurred costs greater than ten percent (10%) of the total grant amount. An advance payment does not require a financial status report form but does require a letter requesting the specific dollar amount of the payment as stated in this Agreement.

XXV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan must be submitted to the State in accordance with guidance provided by the State Contact indicated on page 1 of this Agreement. Monitoring conducted prior to final State approval of the Quality Assurance Project Plan will not be reimbursed.

XXVI. PREVAILING WAGE

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 3141, Wage Rate Requirements, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.

XXVII. PREVENTING THE SPREAD OF INVASIVE SPECIES

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
 - Visually inspecting and removing any plants or mud from footwear (boots, hip boots, and waders).
 - Visually inspecting, removing, and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
 - Draining all water from boats (motor, live well, bilge, and transom well) and equipment prior to leaving the site and before entering a new waterbody.
 - Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
 - Disinfecting boats and equipment between sites (e.g., diluted bleach solution or heated pressure washer). Disinfection should be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
 - Typical diluted bleach solution treatment is one-half cup (4 fluid ounces) bleach to 5 gallons of water applied by spraying or sponge so surface is thoroughly exposed to bleach solution for 10 minutes.

- Typical heated pressure wash is 140° water temperature sprayed for 5-10 seconds.
- Thoroughly washing vehicles and boats between sites (e.g., drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the Grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The State is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet known to be established in Michigan. A “Watch List” of Michigan’s high priority aquatic invasive species, along with how to report sightings, can be found at Michigan.gov/AquaticInvasives.

FEDERALLY-FUNDED PROGRAM-SPECIFIC SECTION

XXVIII. FEDERAL FUNDING REQUIREMENTS

A maximum of \$142,480.00 or 100% of total disbursements is funded with federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is Nonpoint Source Implementation and the CFDA number is 66.605. The federal grant number is C997547423. This Agreement is either partially funded with federal funds from the USEPA or used to match a federally-funded grant. 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. By accepting this Agreement, 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) Single Audit. Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR, Part 200, Section 200.501. This audit must be performed and submitted to the Federal Audit Clearinghouse at Harvester.Census.gov/FACWeb/ within nine (9) months from the end of the Grantee's fiscal year or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this Agreement on the Grantee’s annual Schedule of Expenditures of Federal Awards

(B) The Grantee will comply with the Hatch Political Activity Act of 1939, as amended, 5 U.S.C., Sections 7321-7326; and the Intergovernmental Personnel Act of 1970, as amended, 42 U.S.C., Section 4728, Transfer of Functions, 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.

(C) Payment to Consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient’s contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2023, the limit is \$703.40 per day and \$87.93 per hour. This rate does not include transportation and subsistence costs for travel performed; the recipient will pay these in accordance with their normal travel reimbursement practices.

Subrecipients with firms for services that are awarded using the procurement requirements in 2 CFR, Part 200, Subpart D, are not affected by this limitation unless the terms of this Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals

who will be providing services under this Agreement at an hourly or daily rate of compensation (see 2 CFR, Part 1500, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 1500.9).

(D) The grantee agrees to comply with the requirements of the USEPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.

The following items either provide updates to 40 CFR, Part 33, based upon the associated class exception or highlights a requirement.

- (1) USEPA MBE/WBE Certification; 40 CFR, Part 33, Subpart B
The USEPA no longer certifies entities as Minority-Owned Business Entities (MBE) or Women-Owned Business Entities (WBE) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Part 1500, Section 1500.3(b).
- (2) Six Good Faith Efforts; 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Part 33, Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services, and supplies under a USEPA financial assistance agreement; and require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at 40 CFR, Part 33, Section 33.301(a)-(f).

However, in USEPA financial assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR, Part 33, Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.
- (3) Contract Administration Provisions; 40 CFR, Part 33, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Part 33, Section 33.302(a)-(d) and (i).
- (4) Bidders List; 40 CFR, Part 33, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of a USEPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Part 33, Section 33.501(b) and (c) for specific requirements and exemptions.
- (5) Fair Share Objectives; 40 CFR, Part 33, Subpart D
In October 2019, a class exception to the entire Subpart D has been authorized pursuant to the authority in 2 CFR, Part 1500, Section 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.
- (6) MBE/WBE Reporting; 40 CFR, Part 33, Subpart E
When required, the recipient agrees to complete and submit an "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (USEPA Form 5700-52A) on an annual basis.

Reporting is required for agreements where funds are budgeted for construction, equipment, services, and supplies with a cumulative total that exceeds the Simplified Acquisition Threshold (SAT) (currently, \$250,000; see 2 CFR, Part 200, Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion that exceeds the SAT. MBE/WBE reports should be sent to:

EGLE-WRD-Sigma@Michigan.gov

or
EGLE WRD Administration
P.O. Box 30458
Lansing, MI 48909-7958

The current USEPA Form 5700-52A can be found at the USEPA's grantee forms web page at [EPA.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf](https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf).

Annual reports are due by October 30 of each year. Final reports are due 120 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

(7) MBE/WBE Recordkeeping; 40 CFR, Part 33, Subpart E

The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E, including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33, must be maintained pursuant to the requirements stated in this Subpart.

(E) Civil Rights. The Grantee agrees to comply fully with applicable civil rights statutes.

(F) Subawards. The Grantee agrees to all of the following:

- (1) Establish all subaward agreements in writing.
- (2) Ensure that any subawards comply with the standards in 2 CFR, Part 200, Subpart D, and are not used to acquire commercial goods or services for the recipient.
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable.
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities.
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions that flow down in the subaward.
- (6) Obtain the State's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country.
- (7) Obtain approval from the State for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) Conflict of Interest Notification. Grantees will contact the State Contact within five (5) days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines, or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(H) Copyrighted Materials. In accordance with 2 CFR, Part 200, Section 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this Agreement for federal purposes. Examples of federal purpose include, but are not limited to:

- (1) Use by the USEPA and other federal employees for official government purposes.
- (2) Use by federal contractors performing specific tasks for the government.
- (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise.
- (4) Reproduction of documents for inclusion in federal depositories.
- (5) Use by tribal, state, and local governments that carry out delegated federal environmental programs as “coregulators” or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction.
- (6) Limited use by other grantees to carry out federal grants provided the use is consistent with the terms of the USEPA’s authorization to the grantee to use the copyrighted works or other data.

Under (6), above, the Grantee acknowledges that the USEPA may authorize other grantees to use the copyrighted works or other data developed under this Agreement as a result of the selection of another grantee by the USEPA to perform a project that will involve the use of the copyrighted works or other data, or termination or expiration of this Agreement. In addition, the USEPA may authorize another grantee to use copyrighted works or other data developed with funds provided under this Agreement to perform another agreement when such use promotes efficient and effective use of federal grant funds.

(I) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products that includes, but is not limited to, information kiosks and worldwide web sites must meet accommodation standards in Section 508 of the Rehabilitation Act of 1973, as amended (36 CFR, Part 1194, Electronic and Information Technology Accessibility Standards) unless such causes undue hardship to the entity involved.

(J) Light Refreshments and/or Meals. The Grantee agrees to obtain prior approval from the State Contact for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities/events. The Grantee must send requests for approval to the State Contact and include:

- (1) An estimated budget and description for the light refreshments and/or meals to be served at the event.
- (2) A description of the purpose, agenda, location, length, and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

USEPA funding for light refreshments, meals, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if the USEPA funds are not used to purchase the alcohol.

Note: United States General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins (41 CFR, Part 301, Conference Planning, Section 301-74.7).

(K) Drug-Free Workplace. The recipient organization of this Agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 CFR, Part 1536, Requirements for Drug-Free Workplace (Financial Assistance), Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

(L) Hotel-Motel Fire Safety. Pursuant to 15 U.S.C., Section 2225, Fire Prevention and Control Guidelines for Places of Public Accommodation, if applicable, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990, as amended. Recipients may search the [Hotel-Motel National Master List](#) to see if a property is in compliance.

(M) Recycled Paper. When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports that are prepared as a part of this Agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA or to standard forms that are printed on recycled paper and available through the General Services Administration.

(N) Recycled Products. Consistent with the goals of Section 6002, Federal Procurement, of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6962, Federal Procurement, state and local institutions of higher education, hospitals, and nonprofit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR, Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

Consistent with Section 6002 of the RCRA and 2 CFR, Part 200, Section 200.322, state agencies or agencies of a political subdivision of a state and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR, Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR, Part 247, Section 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(O) Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement or subcontracts.

(P) Permits. The Grantee must obtain all necessary permits prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state, or local laws. The Grantee must keep documentation regarding necessary permits in their project files.

(Q) Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [FGDC.gov](#).

(R) Acknowledgement on Products, Signage, and Announcements via the Public or Media Events. Acknowledgement must be included on all products and follow the [Nonpoint Source \(NPS\) Program Acknowledgement Guidance](#) (Guidance). Signage is required on all construction sites easily viewable by the general public. Construction site and informational signage installed as an outreach component must follow the Guidance. Announcements through the web or print materials for workshops, conferences, demonstration days, or other events as part of a project must follow the Guidance. In addition, the State Contact must be notified at least 15 working days

prior to any public or media events publicizing significant events related to the project to provide the opportunity for attendance and participation by state and federal representatives. See also non-English language in the Guidance.

(S) Executive Pay. Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the State Contact that they are exempt from reporting total compensation of executives required under the Federal Funding Accountability and Transparency Act of 2006, as amended (Transparency Act), as defined in 2 CFR, Part 170, Reporting Subaward and Executive Compensation Information, Section 170.320. This verification is due by the end of the month following the month the State made the grant award. In so doing, the Grantee is stating that:

- (1) They did not in the preceding tax year receive 80 percent (80%) or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act.
- (2) The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; or Section 6104 of the Internal Revenue Code of 1986, as amended.

(T) Management Fees. Consistent with the USEPA's prohibition on management fees, the Grantee will not include management fees in project budgets. Such fees or similar charges refer to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs not allowable under this Agreement.

(U) Patents and Inventions. Rights to inventions made under this Agreement are subject to federal patent and licensing regulations, which are codified at 37 CFR, Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements; and the Bayh-Dole Act of 1980, as amended (Bayh-Dole Act), 35 U.S.C., Sections 200-212.

Pursuant to the Bayh-Dole Act, the USEPA and the State retain the right to worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by this Agreement holder, as defined in the Bayh-Dole Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at [iEdison.gov](https://www.edison.gov).

Annual utilization reports must be submitted through the system. The Grantee is required to notify the State Contact when an invention report, patent report, or utilization report is filed at [iEdison.gov](https://www.edison.gov).

(V) Human Subjects. No research involving human subjects will be conducted under this Agreement without prior written approval of the USEPA to proceed with that research. If engaged in human subjects' research as part of this Agreement, the Grantee agrees to comply with all applicable provisions of 40 CFR, Part 26, Protection of Human Subjects. This includes, at Subpart A, Basic EPA Policy for Protection of Subjects in Human Research Conducted or Supported. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by the USEPA.

The Grantee further agrees to comply with the USEPA's procedures for oversight of the recipient's compliance with 40 CFR, Part 26, as given in USEPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in USEPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under

this Agreement, including recruitment, until the research has been approved or determined to be exempt by the USEPA's Human Subjects Research Review Official after review of the approval or exemption determination of the Institutional Review Board(s) with jurisdiction over the research under 40 CFR.

(W) Build America, Buy America.

- (1) The recipient is subject to the Buy America Sourcing Requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, Sections 70911-70917) for the types of infrastructure projects under the USEPA program and activities specified in the USEPA's "Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act." None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both federal and nonfederal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult USEPA's Build America, Buy America web site and the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
- (2) When supported by rationale provided in IIJA, Section 70914, the recipient may submit a waiver request to the USEPA. Recipients should request guidance on the submission instructions of a USEPA waiver request from the USEPA Project Officer for this Agreement. A list of approved USEPA waivers (general applicability and project specific) is available on the USEPA's Build America, Buy America web site.
- (3) For questions regarding the applicability of the Build America, Buy America Act requirements to this Agreement or if there is an approved waiver in place, please contact the USEPA Project Officer for this Agreement.

(X) The recipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The recipient shall include a provision in every applicable subagreement (subgrant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the subagreement will assure that similar provisions are included in any subagreements that are awarded by the subrecipients.

(Y) Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

(Z) Reporting Waste, Fraud, and Abuse. Consistent with 2 CFR, Part 200, Section 200.113, the recipient and any subrecipients must report, in a timely manner, any violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award to the USEPA Project Officer and the USEPA's Office of Inspector General (OIG) Hotline. The methods to contact the OIG Hotline are: (1) online submission via the OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) by phone at 1-888-546-8740; or (4) by U.S. Mail directed to the United States Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG Hotline, recipients and/or subrecipients receiving a USEPA award or subaward of \$1,000,000 or more must display OIG Hotline posters in facilities where the work is performed under the grant. OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1-888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

(AA) Whistleblower Protections. This award is subject to whistleblower protections, including the protections established at 41 U.S.C., Section 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information, providing that an employee of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal grant or subaward, a gross waste of federal funds, an abuse of authority relating to a federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant or subaward. These covered persons or bodies include:

- (1) A member of Congress or a representative of a committee of Congress.
- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A federal employee responsible for contract or grant oversight or management at the relevant agency.
- (5) An authorized official of the United States Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C., Section 4712(d), the recipient and subrecipient shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C., Section 4712. Additional information about whistleblower protections, including protections for such employees, may be found on the OIG's Whistleblower Protection web page.

Appendix A
Clinton River Streambank Stabilization at Cloverport Green Space
Tracking Code: 2023-0007
Project Description

A. Statement of Water Quality Concerns/Issues

The Clinton River, is a moderately high gradient, gravel, and cobble bed river as it runs through the City of Rochester Hills (AUID: 040900030111-01). Rochester Hills is approximately 32 square miles and makes up 20% of the Clinton Main Subwatershed, which is primarily single family (27%) land use. Despite only making up roughly 10% of the overall Clinton River watershed, the Clinton Main Subwatershed contributes up to 17.3% of the total pollutant load for the entire watershed. Like many urban watersheds with developed landscapes, this has led to a river system that is disconnected from its floodplain and subject to stormwater impacts from the surrounding basin. This has resulted in severe erosion and excessive sediment inputs. The subwatershed management plan identifies the main causes of stream bank erosion as soil erosion, removal of vegetation, lack of BMPs, improper BMP maintenance, and river flashiness. Specific watershed priorities for Rochester Hills include sedimentation and steep slope bank erosion. Sediment management is identified as a critical area to protect high-quality waters at NPS-impacted sites.

This project specifically addresses a site at the City's Cloverport Green Space. At this site there are 375 linear feet of severely eroded, high cut sand bank, located on the outside of a sharp meander bend against a high terrace. The river channel is slightly entrenched, limiting access of the river to the floodplain. The excessive erosion at this site is caused by erosive forces of the river in the channel as well as overland runoff at the top of the bank causing mechanical failure and gully erosion. The erosion is providing excess amounts of sediments into the Clinton River and contributing to known impairments. At the same time, the erosion has also resulted in the City losing additional green space at the upland side of this bank with multiple trees and vegetation having collapsed into the river.

The Clinton Main Subwatershed Plan includes implementation action #8: Streambank Stabilization Program to implement a program to help control erosion and deposition in stream channels. The Plan additionally recommends using vegetative and/or structural streambank stabilization practices to assist in dissipating flow energy in the channel and improving riparian terrestrial and aquatic habitat. Using natural channel design methods, the proposed stream bank project will consist of a combination of bank stabilization, in-stream structure installation, vegetative planting, channel realignment and improved floodplain access. This project will continue to build and expand upon recent and concurrent efforts along the stretch of the Clinton River to address stormwater impacts and improve stability of the river. In particular, a group of similar projects to stabilize stream banks and improve floodplain connectivity has been identified within a 4.5 mile stretch to address this at system level. These projects include, but are not limited to, the Yates Habitat Restoration (DNR Fisheries Habitat Grant); Yates Bypass Stabilization (Planned for 2023, USFWS & GLFT); Rochester University Streambank Stabilization; and the Avon Creek Restoration (NFWF grant).

There are no land use conflicts within the proposed project area. Land within the project area is either owned by the City of Rochester Hills or access permissions have been secured. All project activities are consistent with internal plans approved by the City and the Subwatershed Plan. Stantec has performed desktop assessments and field data collection to identify potential land use conflicts within the project area. For the desktop assessment, historic aerial images were reviewed to determine the potential impacts of local development on the project area that have occurred recently upstream. Additionally, a concentrated flow path that directs stormwater from Cloverport Avenue to

the right bank of the project area was identified while collecting data at the site. The proposed project will incorporate additional BMPs to direct stormwater runoff away from the gully and dissipate flows in order to limit destabilizing the top of the bank.

B. Project Goals and Objectives

The primary project goals associated with this proposal are to reduce the sediment load (*Goal 1*) to the Clinton River using techniques that create a morphologically stable channel (*Goal 2*) and floodplain storage (*Goal 3*). Based on a sediment load assessment for the project area using the BANCS model, the project will reduce the sediment load to the Clinton River from approximately 358 tons per year to 18 tons per year, or a 95% sediment load reduction. This will address a known impairment in the Clinton River and contribute to the Plan's recommendation of reducing sediment loading in this subbasin to 80-150 lbs./acre/year.

Using natural channel design methods, the proposed stream bank project will consist of a combination of bank stabilization, in-stream structure installation, vegetative planting, and channel realignment. The stream will be slightly realigned by building out the outside stream bank (right bank) with toe wood creating a floodplain bench and grading down a point bar on the inside stream bank (left bank). Floodplain storage will be maximized on the inside bend of the project area to provide incremental streamflow stabilization during high flow events. The final plan, profile, and bankfull cross-section geometry will be based on site-specific, localized stable site dimensions and pattern. The steeper outside bank will be protected from erosive forces by installing a toe wood structure, which will reinforce the stream bank from the toe of slope to the bankfull flow elevation, dissipate the stream flow energy, create a floodplain bench, and provide habitat for aquatic and riparian organisms. Coir fabric, native seeding, and live cuttings will be installed upslope of the toe wood to provide bank stabilization between the bankfull flow elevation and the top of bank. In-stream structures, including a rock j-hook just upstream of the toe wood and a glide structure just downstream of the toe wood, will be installed to provide grade control and direct flow toward the center of the channel. These in-stream structures will further alleviate the shear stresses along the outside stream bank and stabilize the stream bed to further reduce the sediment load from the project area. Overall, the proposed project is estimated to result in a 95% reduction in sediment load from the project area.

This project addresses objectives of the Plan by implementing streambank stabilization practices to reduce sediment load in the Clinton River. The estimated cost to implement this project is a one-time investment that will make significant strides toward reducing sediment loads and improving water quality in Clinton River. The City will continue to look to reduce sediment loads within the Clinton River, by working with partners to identify other sections of river that may need similar stabilization and floodplain connectivity. Additionally, Rochester Hills is committed, through its Green Space fund, to continue to provide vegetation management and project maintenance on this site and others that the City owns along the river corridor.

C. Organization Information

Matt Einheuser; Natural Resources Manager. Matt Einheuser is the Natural Resources Manager for the City of Rochester Hills, where he oversees Natural Resource related efforts within the City. Matt has B.S. in Fisheries and Wildlife and a M.S. in Crop and Soil Sciences from MSU where he studied watershed modeling and the impacts of BMPs on Aquatic life. Prior to working for the City, Matt was a Watershed Ecologist. He will be the project contact for the project and will manage the grant and project. Matt has extensive experience with managing many different state and federal grant programs.

Karen Johnson; Administrative Services Supervisor. Karen Johnson is the Administrative Services Supervisor for the PNR Department for the City of Rochester Hills where she supervises the administrative staff and oversees the budget, payroll, cash handling, accounts payable, operating procedures, and grants for the department.

The City of Rochester Hills has partnered with EGLE on the following grants/projects:

- Project # MEO-22-012. EGLE - DTE grant for upgrading public streetlights from high pressure sodium to LED. State Energy Program 81.041
- Project #: DW-079. Drinking Water Asset Management Grant from EGLE.
- Project #1447-01. DEQ Grant - Storm Water, Asset Management and Wastewater Grant (SAW). WW and Stormwater Asset Mgmt. Plan.

D. Partners and Related Funding

Clinton River Watershed Council (CRWC)-Eric Diesing, Chief Watershed Ecologist CRWC will assist with QAPP development and monitoring/evaluation of the project. CRWC is a 501(c)3 non-profit organization whose mission is to protect, enhance and celebrate the Clinton River, its watershed, and Lake St. Clair for the benefit of communities, the environment, and our future. CRWC has extensive experience in grant management, project implementation and ecological evaluation of projects.

Eric Diesing has been in an Ecologist role with CRWC since 2016. Eric graduated from Oakland University with a Bachelor's Degree in Environmental Science with a Specialization in Natural Resource Sustainability and Management. Eric completed level 1 and 2 river morphology classes with Wildland Hydrology in 2019 and is currently pursuing a Master's Degree in Biology at Oakland University.

Stantec-Ross St. Clair, Water Resources Engineer; Shawn Duke, Project Manager Stantec is the City's Natural Resources Stewardship contractor and is providing engineering, design work, and construction oversight for the project. Stantec brings expertise in nature-based solutions that integrate sustainable planning, design, environmental management, and engineering practices.

Ross St. Clair is licensed as a Professional Engineer in seven states. He is a Water Resources Engineer with experience in stream, shoreline, and wetland restoration hydrologic and hydraulic (H&H) modeling, site survey, stormwater design and management, and construction monitoring and oversight. Shawn Duke, a Senior Staff Ecologist and Principal in Ecological Stewardship, is primarily responsible for developing and implementing ecological restoration plans. Restoration work includes habitat establishment and enhancement, invasive species control, native plantings, natural shorelines, erosion control, and prescribed fire.

E. Evaluation

The success of this project will be evaluated primarily by comparing the proposed sediment load reduction of the design to the actual sediment load reduction of the completed and stabilized project using a before and after BANCS model calculation. Before and after photos will be used to provide a visual representation of the improved, restored bank. The project site will be inspected after significant flow events to determine if it is functioning as designed. Hydraulic modeling will identify the amount of additional floodplain storage created by the project. As-built plans will be prepared.

Evaluation results will be collected and prepared by the City of Rochester Hills, Stantec, and the CRWC. The success of the project will be reported in a project summary at the completion of the project and disseminated via City and CRWC publications as well as reported to EGLE NPS. Results will be used by the City and the CRWC to guide work in similar projects and determine progress toward the sediment reduction goal of the plan.

F. Monitoring and Quality Assurance Project Plans (QAPP)

Project monitoring will identify environmental and ecological changes resulting from site restoration. Monitoring will entail a multi-parameter approach addressing multiple levels of ecosystem function and physical habitat characteristics. A holistic monitoring approach will allow for identification of reach level changes from restoration activities. Monitoring activities will be conducted by CRWC, which has extensive experience with pre and post river restoration monitoring. Following data collection and analysis, all findings will be recorded in a final monitoring report as outlined in an approved Quality Assurance Project Plan (QAPP) and submitted to EGLE for review.

Parameters will encompass a holistic monitoring approach and will be solidified in the QAPP in partnership with EGLE, City of Rochester Hills and Stantec Inc. Areas of focus will include but are not limited to habitat indices, sediment and embeddedness, bank stability and bedform mapping. Data will be collected using standardized procedures for precision, accuracy, and comparability. Sampling will follow a before-after-control-impact (BACI) experimental design. Locations will include a control site upstream of the project, an impacted site downstream of the project, and another site within the restored reach. Two replicates will be sampled at each site for a total of six samples each monitoring period. Replicates will be combined and compared between the three locations. Sampling will take place during the general field season months each year between June, July, and August. Visits to the locations will take place once yearly, for a total of three sampling events.

G. Project Summary

In efforts to implement recommendations from the Clinton Main WMP, this project's goal is to reduce sediment load to the Clinton River by creating a stable channel and floodplain storage at Rochester Hill's Cloverport Green Space. Rochester Hills (32 mi²) is a Phase-2 community that makes up 20% of the subwatershed, which is primarily single-family land use. Although not in the latest integrated report, sediment management has been identified as a critical area for the Clinton to protect high-quality waters at NPS-impacted sites. This 375' reach is currently a source of sediments through bank and overland erosion. This project aims to reduce sediment loads by 95% (358 to 18 tons/year), contributing to the Plan's recommendation of reducing sediments in this subbasin to 80-150 lbs./acre/year. Being shovel-ready and in a high profile area, this project is a great addition to a group of projects addressing similar concerns from a system level.

Clinton River Streambank Stabilization at Cloverport Green Space
Tracking Code: 2023-0007
Work Plan

Task / Sub Task	Responsible Party	% Time	Budgetary Category	Product
1. Grant Administration and Close Out				
<p>a. Develop and submit quarterly status reports following EGLE <i>Status Report and Project Documentation Requirements</i>. Reports will be submitted within 30 days of the end of each quarter.</p> <p>b. Provide draft and final products and deliverables as specified in the Nonpoint Source Grant Administrative Summary.</p> <p>c. Develop and submit a final project report following EGLE guidance and summarizing the project's goals, accomplishments and lessons learned, 45 days before the end of the grant. Incorporate EGLE comments and submit the final report no later than 30 days after the end of the grant.</p> <p>d. Submit a project fact sheet utilizing the EGLE template with the final report.</p> <p>e. Submit an electronic copy of all before and after photos and other project related photos with the final report.</p>	<p>City of Rochester Hills, Stantec, CRWC</p>	<p>20%</p>	<p>Staffing/Fringe Contractual</p>	<ul style="list-style-type: none"> - Quarterly reports - Copies of all products - Final project report - Project fact sheet - Photos
2. Construction and Implementation				
<p>a. Submit engineering, planting, and long-term maintenance plans, per EGLE-NPS Engineering Review Guidance, for EGLE review and approval at least nine (9) weeks prior to construction. Construction will not begin without EGLE approval.</p> <p>b. All federal, state, and local permits needed to complete the work will be obtained prior to construction beginning. The grantee will submit an email to the EGLE Project Administrator verifying that all federal, state, and local permits are in hand, and including a list of the permits. No implementation will occur without such an email.</p> <p>c. Prepare and release Request for Bid documents.</p>	<p>Stantec, City of Rochester Hills</p>	<p>60%</p>	<p>Contractual</p>	<ul style="list-style-type: none"> - EGLE-approved site plan, planting plan and maintenance plan. - PA e-mail with list of required permits - Request for bid documentation - Executed agreement with contractor - Construction signage - Approx. 375 feet of stabilized riverbank and stretch of river that has

<p>d. Select contractor and award contract for construction/implementation.</p> <p>e. Signage will be developed for the construction site that is easily viewable by the public and that advertises the nature and value of the project. Acknowledgement of EGLE on Information/Education (I/E) products will be done in accordance with the <i>Acknowledgement on I/E Products Guidance</i>. All products will be submitted to EGLE for review and approval prior to printing/distribution.</p> <p>f. Project Construction – stabilize ~375 linear feet of streambank and reconnect the river to its floodplain.</p> <p>g. Submit a completed BMP Form per <i>BMP Form guidance</i> for each reporting period in which a site is completed (e.g., all BMPs are implemented on that site), the BMP form must include the pollutant load calculations for that site.</p>				<p>been reconnected to floodplain. -BMP Form</p>
<p>3. Monitoring/Evaluation</p>				
<p>a. Develop and submit a QAPP to EGLE for review and approval at least nine weeks prior to monitoring. Monitoring will not begin without an EGLE- approved QAPP. Any work completed prior to approval will not be reimbursed or counted as match.</p> <p>b. Complete pre- and post-implementation monitoring in accordance with approved QAPP. Planned monitoring includes, BANCS, macroinvertebrate, and habitat surveys, bedform mapping, scour chain analysis, pebble counts, water quality monitoring (temperature, DO, and turbidity), and stream discharge measurements.</p> <p>c. All data will be submitted in the prescribed electronic format. Water quality, biota, and habitat data will be recorded and submitted using the EGLE WQX template.</p> <p>d. Complete and submit final monitoring report in accordance with approved QAPP.</p>	<p>CRWC, Stantec</p>	<p>20%</p>	<p>Contractual</p>	<p>- Approved QAPP - Pre- and post-implementation data on WQX template - Final Monitoring and Evaluation Report</p>

Clinton River Streambank Stabilization at Cloverport Green Space
Tracking Code: 2023-0007
Timetable

Task	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Grant Admin and Closeout												
a. Quarterly Reports	X	X	X	X	X	X	X	X	X	X	X	X
b. Products and Deliverables	X	X	X	X	X	X	X	X	X	X	X	X
c. Final Project Report												X
d. Project Fact Sheet												X
e. Submit Before and After Photos												X
2. Construction and Implementation												
a. Submit Engineering Plans	X	X										
b. Obtain Permits and Email PA		X	X									
c. Bid Documents		X	X									
d. Award Contract		X	X									
e. Construction Signage			X									
f. Project Construction			X	X	X	X	X					
g. Submit BMP Form							X					
3. Monitoring/Evaluation												
a. Develop and Submit QAPP	X	X										
b. Monitoring and Evaluation			X	X			X	X				
c. Submit Data on WQX template											X	X
d. Final Monitoring Report											X	X

Note: Q1 = Oct-Dec, Q2 = Jan-Mar, Q3 = Apr-Jun, Q4 = Jul-Sep

