

**BIDDING AND CONTRACT DOCUMENTS  
CONDITIONS OF THE CONTRACT AND  
SPECIFICATIONS  
FOR**

**CUTTLE CREEK RESTORATION  
PROJECT**

**MARYSVILLE, MICHIGAN**

**SEPTEMBER 2014**

**CITY OF MARYSVILLE**

## **ADVERTISEMENT TO BID**

**PROJECT:** Cuttle Creek Restoration Project

**QUALIFICATION OPENING:** September 26, 2014, 10:00 AM

**BID OPENING:** September 30, 2014, 10:00 AM

### **NOTICE:**

Sealed bids will be received by the City of Marysville until said date and time at the office of the City of Marysville Office of the City Clerk, 1111 Delaware, Marysville, Michigan 48040. Bids will be opened publicly and a bid tabulation will be made available once bids have been reviewed. Bids shall be addressed as follows:

### **Cuttle Creek Restoration Project**

### **PROJECT GOALS AND OBJECTIVES**

The objectives for the Cuttle Creek project include the ecological uplift and restoration of tributary habitat to the St. Clair, River, including the connection of aquatic, floodplain, riparian and upland restored habitats throughout the reach. This includes an uplift of the functions and values of these habitats. Specific, measurable goals include:

1. The establishment of riparian buffer, where compatible with golf course uses, through the project site.
2. Restoration of fish passage from the St. Clair River through to the railroad culvert at the upper boundary of the study area.
3. The restoration of benthic habitats and substrates through the study reach area for the purpose of improving physical riffle habitat and long-term uplift of Index of Biotic Integrity scores.
4. The restoration of a connected floodplain and associated wetland habitats with an emphasis on herpetofauna and native pollinator habitats.
5. The installation of upland bioswales and connected wetland habitats for the purpose of improving water quality by treating golf course runoff, improving pollinator foraging opportunities, and increasing connectivity of the upland and riparian habitat communities.
6. The reduction of sedimentation to the St. Clair River through restoration of a stable, self-forming and maintaining stream facet sequence which maintains its dimension, plan form, pattern and profile in dynamic equilibrium with its bedload sediment loading and flow regime.

### **CONTRACT DOCUMENTS:**

The Drawings and Specifications under which work is to be done are on file and may be examined at the office of the City of Marysville Office of the City Clerk.

Drawings and Specifications may be obtained on **August 29, 2014, at 10:00 AM**

### **PRE-BID MEETING**

A pre-bid meeting will be held on September 10, 2014 at 10:30 AM in the 2<sup>nd</sup> Floor Conference Room located at Marysville City Hall, 1111 Delaware Ave., Marysville, MI 48040. There will be a site visit at approximately 1:00 PM.

### **COMPLETION DATE**

Project completion date no later than October 31, 2015

**BIDDING INSTRUCTIONS AND SECURITY:**

Bids shall be submitted in accordance with, and upon, the original forms included in the Contract Documents. No Bid shall be withdrawn for a period of 60 days after the actual date of opening thereof. No bid will be received or considered unless accompanied by a Bid Guaranty, payable to the City of Marysville in an amount not less than 5% of the base bid amount. The City reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the Contract as deemed to be in the best interest of the City.

In accordance with the USEPA’s Program for Utilization of Minority and Women’s Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to:

Accept the applicable “fair share” goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 2%      WBE 6%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, positing solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The City of Marysville does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provisions of services, contracts, programs or activities.

**REJECTION OF PROPOSALS**

The City reserves the right to reject any and all bids, to waive any irregularities and negotiate individually with any or all bidders in order to develop a contract for the services as deemed in the best interest of the City.

# **INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - DEFINED TERMS**

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City of Marysville - Owner

**ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

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Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

**ARTICLE 3 – CONTRACTOR PRE-QUALIFICATION**

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The Contractor will be required to demonstrate capability to perform this work, using suitable specialized equipment and personnel, to meet the project goals. These requirements include:

- Demonstration of ownership, rental or lease agreements in place for the use of low ground pressure equipment on the project site, including, but not limited to hydraulic excavators with hydraulic thumbs, crawler-hauler vehicles (Komatsu CD-110R and similar), timber mats, etc. Demonstration of the use of biodegradable hydraulic fluids is required.
- Demonstration of experience showing that the contractor has experience in the installation of stream and wetland restoration projects. Experience should include the installation of approximately 20,000 linear feet of stream restoration and approximately 20 acres of wetland restoration in forested and emergent wetland systems in the Great Lakes region with preference for the Lower Peninsula of Michigan.
- Details of the Bidder’s firm, indicating a minimum of \$10,000,000 in stream and wetland restoration constructed in the last seven years and appropriate references for those referenced projects.
- Detailed documentation of the restoration materials sources, including origin, source of supply, shipment methods, composition and size distribution of materials as applicable.

**Qualifications must be submitted separately from the bid and labeled as follows:**

City of Marysville  
Cuttle Creek Restoration Project  
**Contractor Qualifications**  
1111 Delaware Avenue  
Marysville, MI 48040

**ARTICLE 4 - PRE-BID CONFERENCE**

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A pre-bid meeting will be held on September 10, 2014 at 10:30 AM at Marysville City Hall, 1111 Delaware Avenue, Marysville, MI 48040 in the 2<sup>nd</sup> Floor Conference Room. A site visit will take place at approximately 1:00 PM.

**ARTICLE 5 – PROJECT SCOPE**

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

By acceptance of this Contract, the Contractor commits to complete the project identified in Appendix A within the time period allowed for in this document and in accordance with the terms and conditions as stated.

**ARTICLE 6 - CHANGES**

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Any changes shall be requested by the Contractor in writing and implemented only upon approval in writing by the Owner. The Owner reserves the right to deny requests for any changes. No changes can be implemented without approval.

**ARTICLE 7 – CONTRACTOR RESPONSIBILITIES**

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- (A) The Contractor agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this contract.
- (B) All local, state, and federal permits, if required, are the responsibility of the Contractor. Award of this contract is not a guarantee of permit approval.
- (C) The Owner’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. The Owner’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.
- (D) The Contractor acknowledges that it is a crime to knowingly and willingly file false information with any party for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Contractor, its agents, and/or employees to criminal and civil prosecution and/or termination of the project.

**ARTICLE 8 – USE OF MATERIAL**

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

**ARTICLE 9 - ASSIGNABILITY**

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The Contractor 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 Owner. The Owner does not assume responsibility regarding the contractual relationships between the Contractor and any subcontractor.

## **ARTICLE 10 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

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If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute.

If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 11 - PREPARATION OF BID**

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Pre-Qualification documentation shall be submitted separately from the bid according to Article 3.

The Bid Form is included with the Bidding Documents.

All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

All names shall be typed or printed in ink below the signatures.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

The address and telephone number for communications regarding the Bid shall be shown.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 12 - BASIS OF BID; COMPARISON OF BIDS**

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### *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## **ARTICLE 13 - SUBMITTAL OF BID**

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With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Security Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to City of Marysville Office of the City Clerk, 1111 Delaware Ave., Marysville, Michigan 48040.

## **ARTICLE 14 - MODIFICATION AND WITHDRAWAL OF BID**

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A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 15 - OPENING OF BIDS**

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Bids will be opened publicly. An abstract of the Bids will be made available to Bidders after the opening of Bids.

## **ARTICLE 16 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 17 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

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Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 18 - SIGNING OF AGREEMENT**

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When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 19 – SPECIAL REQUIRMENTS

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Construction work is being funded by the Great Lakes Restoration Initiative (GLRI) and the Great Lakes Water Quality Agreement, pursuant to Public Law 113-6. All construction contracts associated with this work are subject to specific terms and conditions that may not necessarily be standard in typical construction contracts. It shall be the responsibility of the BIDDER to review all information and account for any of the listed GLRI terms and conditions in his bid. The CONTRACTOR shall comply with the following Federal and/or State Requirements:

### NON-DISCRIMINATION

The Contractor 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 27.1101 et eq., 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 Contractor 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.

### UNFAIR LABOR PRACTICES

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

### LIABILITY

The Contractor, not the Owner, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Contractor under the Contract, if the liability is caused by the Contractor, or any employee or agent of the Contractor acting within the scope of their employment or agency.

Nothing in this document should be construed as a waiver of any governmental immunity by the Contractor, the Owner, the State or its agencies, or their employees as provided by statute or court decisions.

### 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Contractor shall require that language of this assurance be included in the award document of all subawards at all tiers.

### DEBARMENT AND SUSPENSION

By signing the Contract, the Contractor 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.

The Excluded Parties List System may be accessed at [www.sam.gov](http://www.sam.gov).

### INSURANCE

The Contractor must maintain insurance or self-insurance that will protect it from claims that may arise from the Contractor's actions under the Contract.

The Contractor must comply with applicable workers' compensation laws while engaging in activities authorized under the Contract.

### TERMINATION

The Contract for this bid may be terminated by the Owner as follows:

- (1) Upon 30 day written notice to the Contractor:
  - a. If the Contractor fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation, or the rules promulgated thereunder, or other applicable law or rules.
  - b. If the Contractor knowingly and willingly presents false information to the Owner for the purpose of obtaining this Contract or any payment under this Contract.
  - c. If the Owner finds that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Owner in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of the Contract.
  - d. If the Contractor or any subcontractor, manufacturer, or supplier of the Contractor appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
  - e. During the 30-day written notice period, the owner shall withhold payment for any finding under subparagraphs a through 3, above and the Contractor will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the Owner if the Contractor, or any agent of the Contractor, 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 Owner employees.
  - c. Convicted under State or federal antitrust statutes; or
  - d. Convicted of any other criminal offense that, in the sole discretion of the Owner, reflects on the Contractor's business integrity.
  - e. Added to the federal or state Suspension and Debarment list.

If a contract is terminated, the Owner reserves the right to require the Contractor to repay all or a portion of funds received under the Contract.

## IRAN SANCTIONS ACT

Contractor is required to submit Vendor Certification that it is NOT an “Iran Linked Business” as defined in MCL 129.312.

## QUALITY ASSURANCE/QUALITY CONTROL

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

## PREVAILING WAGE

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

## FEDERAL FUNDING REQUIREMENTS

The Contractor 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.

## DRUG-FREE WORKPLACE CERTIFICATION

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 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.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at [http://www.ecfr.gov/cgi-bin/text-idx?SID=0fa5e6dcf1d10fb8417448e12cb4abb1&tpl=/ecfrbrowse/Title02/2cfr1536\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=0fa5e6dcf1d10fb8417448e12cb4abb1&tpl=/ecfrbrowse/Title02/2cfr1536_main_02.tpl)

## MBE/WBE REQUIREMENTS AND DBE REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises contained in 40 CFR, Part 33.

The CONTRACTOR shall agree to meet the following MBE/DBE fair share objectives/goals:

MBE: 2%      WBE: 6%

BIDDERS must follow, document, and maintain documentation of the Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBE) have the opportunity to participate in the project by increasing awareness of procurement efforts and outreach. BIDDERS must make the following Good Faith Efforts for any work that will be subcontracted:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation of bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. (Note: Completed item Nos. 2 and 3 must be submitted with your bid proposal.)

1. The BIDDER must provide *EPA Form 6100-2 DBE Program Subcontractor Participation Form* (see Appendix B) to all of its DBE subcontractors. DBE subcontractors may send completed Form 6100-2 directly to the Region 5 DBE Coordinator listed below. A copy shall also be included with the BIDDER's proposal.

Region 5 MGE/WBE Coordinator  
USEPA, Acquisition and Assistance Branch  
77 West Jackson Boulevard (MC-10J)  
Chicago, IL 60604

2. The BIDDER must have each of its DBE subcontractors complete *EPA Form 6100-3 – DBE Program Subcontractor Performance Form*. The BIDDER must include all completed forms with its bid proposal.
3. The BIDDER must complete and submit *EPA Form 6100-4 DBE Program Subcontractor Utilization Form* with its bid proposal.

The CONTRACTOR must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the OWNER.

The CONTRACTOR must notify the OWNER in writing prior to the termination of any DBE subcontractor for convenience by the CONTRACTOR.

If a DBE contractor fails to complete work under the subcontract for any reason, the CONTRACTOR must employ the Good Faith Efforts if soliciting a replacement contractor

The CONTRACTOR must employ the Good Faith Efforts even if the fair share objectives have been achieved.

PROCUREMENT OF RECYCLED PRODUCTS

Any Contractor or subcontractor which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962), Regulation issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

RECYCLED PAPER

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

#### SUSPENSION & DEBARMENT: 2 CFR Part 1532

#### HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the contract holder 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 (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

#### SUBAWARDS The recipient agrees to:

- (1) Establish all subaward agreements in writing
- (2) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 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 which flow down in the subaward;
- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

#### SIGNAGE

The Contractor shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The Contractor will determine the design, placement and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the (recipient name) received financial support in the amount of (EPA funds awarded in this assistance agreement) from the EPA.

#### HEALTH, SAFETY, AND ENVIRONMENTAL COMPLIANCE

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

#### DISPOSITION OF WASTES

Disposal of wastes will be in accordance with State and Federal regulations, and is the responsibility of the Contractor.

#### BEST MANAGEMENT PRACTICE

Contractor agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

#### TRAFFICKING

Grantees, contractors, and subcontractors may not engage in sever forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### THE ST. CLAIR RIVER AREA OF CONCERN CUTTLE CREEK RESTORATION PROJECT

#### SITE DESCRIPTION AND PHYSICAL CHARACTERISTICS

The Cuttle Creek Restoration site is owned by the City of Marysville, Michigan and located at the municipal golf course between River Road and Busha Highway. The Cuttle Creek site extends from the western railroad culvert to the culvert under the River Road adjacent to the St. Clair River, and includes a pond, pond outfall, and existing concrete culvert connecting the golf course with an adjacent cemetery. The culverts presently block fish passage to the interior of the study area. The site involves approximately 3,000 linear feet (feet) of stream over approximately 13 acres of riparian and upland habitat, as well as multiple swales and drainages coming in from the golf course fairways.

The project site includes only the Cuttle Creek, a tributary to the St. Clair River and adjoining upland and riparian areas, not the river proper. Consideration of the existing golf course land uses and management practices will be required, as well as the watershed condition of Cuttle Creek. Cuttle Creek is heavily impacted, channelized and straightened stream with development and urbanization occurring in its headwaters. Few storm water management practices are evident with the watershed for the mix of commercial, industrial, and residential development.

This project is a primary restoration target under the revised 2012 St. Clair Area of Concern (AOC) Fish and Wildlife Habitat Plan, Delisting Targets for Loss of Fish/Wildlife Habitat Beneficial Use Impairments of the St. Clair River Area of Concern. The plan identifies ten locations where restoration action is required in order to remove the Loss of Fish and Wildlife Habitat Beneficial use Impairment (BUI). The Cuttle Creek Restoration Project is one of the ten specified projects in the plan.

#### PROJECT GOALS AND OBJECTIVES

The objectives for the Cuttle Creek project include the ecological uplift and restoration of tributary habitat to the St. Clair, River, including the connection of aquatic, floodplain, riparian and upland restored habitats throughout the reach. This includes an uplift of the functions and values of these habitats. Specific, measurable goals include:

- The establishment of riparian buffer, where compatible with golf course uses, through the project site.
- Restoration of fish passage from the St. Clair River through to the railroad culvert at the upper boundary of the study area.
- The restoration of benthic habitats and substrates through the study reach area for the purpose of improving physical riffle habitat and long-term uplift of Index of Biotic Integrity scores.
- The restoration of a connected floodplain and associated wetland habitats with an emphasis on herpetofauna and native pollinator habitats.
- The installation of upland bioswales and connected wetland habitats for the purpose of improving water quality by treating golf course runoff, improving pollinator foraging opportunities, and increasing connectivity of the upland and riparian habitat communities.
- The reduction of sedimentation to the St. Clair River through restoration of a stable, self-forming and maintaining stream facet sequence which maintains its dimension, plan form, pattern and profile in dynamic equilibrium with its bedload sediment loading and flow regime.

As the St. Clair River shoreline is heavily impacted, with the majority of remaining tributary habitat being dredged drains between stretches of sea wall shoreline, Cuttle Creek presents a unique opportunity to restore historic impacts to functions, values, and connectivity of the St. Clair tributary habitats. In addition to the habitat benefits towards removing BUIs in the AOC, the project presents opportunities for public outreach, education, recreation, beautification, and connectivity with existing Marysville restoration projects and creating a publically owned and protected habitat resource.

These goals and objectives can be met while preserving the existing golf course usage of the study area.

In order to accommodate these two seemingly conflicting land uses, several structural non-habitat goals must be maintained throughout the restoration process:

- The preservation and modification of the irrigation system and management for the golf course. The existing pond is used as an irrigation basin, holding water pumped from the St. Clair River as well as obtained from Cuttle Creek. Drawdown of the pond presently interrupts base flow and temporarily dries the lower 700 feet of Cuttle Creek, impacting habitat. Restoration of the habitats and pond will require accommodation or irrigation through the installation of disconnected open water areas and underground water storage tanks. This should ultimately yield improved irrigation water quality (without as much sediment contamination) and better base flow for habitat in the lower reaches of Cuttle Creek below the existing pond.
- Maintaining golf course access through the pond area. Maintaining this access is critical to the golf course function, as recreational passage cannot be easily affected through the lower culvert crossing. This would require access through the adjacent cemetery. By replacing the existing pond berm with a bridge, floodplain restoration, fish passage, and golf course usage goals can all be met.
- Modification of the turf management practices to minimize chemical and nutrient runoff. A goal of the project is to implement a review of the golf course management practices to not only optimize usage of chemicals and nutrients, but minimize the non-point source pollution emanating from the golf course. This may include the modification of standard operating procedures and the conversion of maintained areas to naturalized areas.

## CONTRACTOR PRE-QUALIFICATION

The Contractor will be required to demonstrate capability to perform this work, using suitable specialized equipment and personnel, to meet the project goals. These requirements include:

- Demonstration of ownership, rental or lease agreements in place for the use of low ground pressure equipment on the project site, including, but not limited to hydraulic excavators with hydraulic thumbs, crawler-hauler vehicles (Komatsu CD-110R and similar), timber mats, etc. Demonstration of the use of biodegradable hydraulic fluids is required.
- Demonstration of experience showing that the contractor has experience in the installation of stream and wetland restoration projects. Experience should include the installation of approximately 20,000 linear feet of stream restoration and approximately 20 acres of wetland restoration in forested and emergent wetland systems in the Great Lakes region with preference for the Lower Peninsula of Michigan.
- Details of the Bidder's firm, indicating a minimum of \$10,000,000 in stream and wetland restoration constructed in the last seven years and appropriate references for those referenced projects.
- Detailed documentation of the restoration materials sources, including origin, source of supply, shipment methods, composition and size distribution of materials as applicable.

## WORK PLAN

### **Task 1: Prepare Quality System Documentation for Post-Construction Ecological Monitoring in accordance with the Ecological Restoration Monitoring Plan (ERMP)\***

The grantee will develop the Quality System Documentation required by EPA in the form of a Quality Assurance Project Plan (QAPP). The QAPP must address all parameters included in the Ecological Restoration Monitoring Plan (ERMP). A draft of the QAPP must be submitted to the DEQ for review and approval prior to implementation of the ERMP. The QAPP will identify:

- Project management objectives
- Measurement and data acquisition methods and procedures
- Assessment and oversight responsibilities
- Data validation and usability

*Task Deliverable: Post-Construction Ecological Monitoring QAPP*

## **Task 2: Prepare Schedule**

The grantee shall develop a schedule for the construction, planting and post-construction ecological monitoring. All construction, with the exception of permanent planting of native vegetation, shall be completed by December 31, 2014.

*Task Deliverable:               Written Schedule for all Construction and Post-Construction Ecological Monitoring Work*

## **Task 3: Permits**

The proposed restoration activities will require federal, state and local permits. The grantee will ensure receipt of all applicable permits and compliance with all applicable federal, state and local permitting requirements.

- The MDEQ/USACE Joint Permit\* for this project has been applied for, and the permit must be issued prior to any construction within regulated natural features.
- Other permits that may be required must be applied for by the grantee, including, but not limited to: MDOT Move Permit, MDOT Right of Way Permit, Erosion and Sediment Control Permit, St. Clair County Road Commission Move Permit, City of Marysville Right of Way Permit, Aquatic Nuisance Permit

*Task Deliverable:               Copies of all applicable federal, state and local permits*

## **Task 4: Conduct a Competitive Bid Process to Implement/Construct the Cuttle Creek Restoration Project Design\***

Implementation of the project design\* for the Cuttle Creek Restoration Project will require coordination among the property owner, the Michigan DEQ, the EPA, and the project staff as described in Appendix B.

In order to complete the habitat restoration project, it is anticipated that the chosen contractor may need to perform the following activities: mobilization, construction layout, surface preparation, shaping of the shoreline, disposal of debris, hard and soft armoring placement, establishment of vegetative cover, plantings, habitat enhancement and maintenance.

The project goals include:

- The establishment of riparian buffer, where compatible with golf course uses, through the project site.
- Restoration of fish passage from the St. Clair River through to the railroad culvert at the upper boundary of the study area.
- The restoration of benthic habitats and substrates through the study reach area for the purpose of improving physical riffle habitat and long-term uplift of Index of Biotic Integrity scores.
- The restoration of a connected floodplain and associated wetland habitats with an emphasis on herpetofauna and native pollinator habitats.
- The installation of upland bioswales and connected wetland habitats for the purpose of improving water quality by treating golf course runoff, improving pollinator foraging opportunities, and increasing connectivity of the upland and riparian habitat communities.
- The reduction of sedimentation to the St. Clair River through restoration of a stable, self-forming and maintaining stream facet sequence which maintains its dimension, plan form, pattern and profile in dynamic equilibrium with its bedload sediment loading and flow regime.
- The preservation and modification of the irrigation system and management for the golf course. The existing pond is used as an irrigation basin, holding water pumped from the St. Clair River as well as obtained from Cuttle Creek. Drawdown of the pond presently interrupts base flow and temporarily dries the lower 700 feet of Cuttle Creek, impacting habitat. Restoration of the habitats and pond will require accommodation of irrigation through the installation of disconnected open water areas and underground water storage tanks. This should ultimately yield improved irrigation water quality (without as much sediment contamination) and better base flow for habitat in the lower reaches of Cuttle Creek below the existing pond.
- Maintaining golf course access through the pond area. Maintaining this access is critical to the golf course function, as recreational passage cannot be easily affected through the lower culvert crossing. This would require access through the adjacent cemetery. By replacing the existing pond berm with a bridge, floodplain restoration, fish passage, and golf course usage goals can all be met.
- Modification of the turf management practices to minimize chemical and nutrient runoff. A goal of the project is to implement a review of the golf course management practices to not only optimize usage of

chemical sand nutrients, but minimize the non-point source pollution emanating from the golf course. This may include the modification of standard operating procedures and the conversion of maintained areas to naturalized areas.

*Task Deliverable: Construction As-Built Drawings, Construction and Implementation of Project Specifications; Field Review Logs*

#### **Task 5: Post-Construction Ecological Monitoring**

Post-construction ecological monitoring shall be conducted in accordance with the Ecological Restoration Monitoring Plan (ERMP)\*. Post-construction ecological monitoring shall occur during the growing season of 2015.

*Task Deliverable: Post-Construction Ecological Monitoring Report*

#### **Task 6: Maintenance**

The grantee shall develop and implement a maintenance plan in accordance with Section 32.01.00 Maintenance Period, as described in the Habitat Restoration Design Technical Specifications.\*

*Task Deliverable: Written Maintenance Plan and Final Report Documenting Achievement of maintenance Plan Closeout Requirements*

#### **Task 7: Project Reporting**

The grantee shall provide project reporting/project management services for the project, including:

- Monthly project team meetings to discuss project activities, schedule and budget. Monthly meetings will help identify schedule and budget impacts with sufficient time to address the issues with the EPA Project Officer.
- Update project schedule as necessary to include progress and any changes.
- Prepare and submit quarterly progress performance reports to the MDEQ. Progress performance reports shall include information by task, supporting documentation and address the following areas:
  - (a) A comparison of actual accomplishments to the outputs/outcomes;
  - (b) The reasons for slippage if established outputs/outcomes were not met

*Task Deliverable: Quarterly Project Progress Reports with Updated Schedule and Budget Expenditures*

#### **Task 8: Final Report**

The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings.

If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

*Task Deliverable: Final Report*

#### **Task 9: Geospatial Data Reporting**

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex. Sampling sites/areas, restoration sites/areas, etc.) according to the formation available at:  
[http://www.epa.gov/geospatial/docs/National\\_Geospatial\\_Data\\_Policy.pdf](http://www.epa.gov/geospatial/docs/National_Geospatial_Data_Policy.pdf)

Each sample shall include corresponding latitude and longitude information for the specific sample location. All reports and supplemental data, text, and graphics shall be submitted in digital format as follows:

- (a) Original electronic copy on CD or Email Attachments. MacIntosh and Windows acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, OR
- (b) Hypertext markup language, (HTML) OR
- (c) "PDF" version

*Task Deliverable: Geospatial Data Report*

\*the Ecological Restoration Monitoring Plan (ERMP), Joint MDEQ/USACE Permit Application for the Cuttle Creek Restoration Project, Basis of Design for the Cuttle Creek Restoration project, and Habitat Restoration Design Technical Specifications for the Cuttle Creek Restoration Project will be supplied separately.

## **CONTRACTOR PERSONNEL SPECIFIC REQUIREMENTS – APPENDIX B**

### **Program Manager:**

The contractor shall identify a Program Manager to serve as the primary point-of-contact and to provide supervision and guidance for all contractor personnel assigned to this grant contract. The Program Manager is ultimately responsible for the quality and efficiency of the support effort, to include both technical issues and business processes. The Program Manager shall be an employee of the prime schedule contractor. The Program Manager shall assign tasking to contractor personnel, supervise on-going technical efforts, and manage overall contract performance.

The Program Manager should have experience working within the USEPA, State or with other agency environmental counterparts in environmental assessment, remedial actions and restoration planning and implementation. The Program Manager should have extensive experience in working with complex partnership efforts to develop and track strategies and plans. The Program Manager shall possess demonstrated excellent written and oral communications skills.

The Program Manager should have a Master's degree and 10 or more years of experience or a Bachelor's degree and 15 or more years of experience in working with environmental policy and/or regulatory programs, engineering and/or science. Experience working within or for the USEPA and USEPA's Great Lakes National Program Office is highly desirable. The Program Manager should have experience in successful management and supervision of teams of employees of various labor categories and skills in projects similar in size and scope as referenced under this grant contract. A minimum of 10 years of experience in managing project of similar size and scope is required.

The Program Manager will be responsible for the duration of the project as they are the Contractor's representative responsible for execution of the project from beginning to end.

### **Engineer:**

The Engineer shall serve as a secondary point of contact in those instances when the Program Manager is not available. The Engineer shall demonstrate an understanding of the requirements as described project specifications. They shall have experience in overseeing technical staff from a variety of disciplines (i.e., craft labor, technical, IT, scientific staff and project controls) and a demonstrated excellence in written and oral communications skills. In addition, the Engineer shall be responsible for integrating work plans, staffing plans and schedules to accomplish all task objectives. The Engineer shall also be responsible for ensuring communication among Senior and Staff Engineers, Superintendent, Quality Assurance Manager, Biologist, and the Health & Safety professional, tracking cost and delivery schedules, assisting the Program Manager in interacting with the grantee and other project partners on problem resolution.

The Engineer should have a Master's Degree or higher in a subject related to the scope of work, and be professionally registered in the State of Michigan. A minimum of 15 years of experience in managing projects of similar size and scope is required. The Engineer's role is key both technically and programmatically. They are in connection between administration of the contract and accomplishing all task objectives. Therefore, the Engineer is required for the duration of the project.

### **Superintendent:**

The Superintendent serves as the primary onsite point of contact to the grantee. The Superintendent is responsible for implementation of the habitat restoration plan consistent with the contract documents, contract drawings and specifications. The Superintendent has the following responsibilities and authority:

The Superintendent or approved alternate shall be onsite whenever work is in progress.

- Maintaining and enforcing safety regulations and emergency procedures required by the Contractor's Site Safety and Health Plan
- Ensuring direction and guidance given is followed promptly, correctly, and in a safe, efficient, and cooperative manner
- Representing the Contractor onsite
- Making decisions concerning Contractor's work, including sequencing and quality of work
- Interacting and answering questions from onsite personnel, managers, USEPA, MDEQ, and the grantee
- Attending weekly progress meetings, and providing updated schedule and cost information at the request of the MDEQ, the USEPA or the grantee
- Receiving and inspecting materials, and supervise the work of the contractor personnel
- Ordering additional manpower, equipment, materials, and other resources, if necessary, to meet schedules and complete the work as described in the specifications

The Superintendent shall have previous habitat restoration experience in constructing or directing the construction of in-river work, water diversions, waterway sediment and erosion control measures, etc. in the manner called for, required by environmental regulatory enforcement agency (permitting authority) personnel and required on the contract drawings. The Superintendent shall be well-versed in the goals of and methodology of the project. All work associated with this Contract will be completed under the direction of the Superintendent. This work may include the installation of the bank protection, all in-stream structures (cross vanes, J-hook van, root wads, step pools, riffle grade controls, etc), sediment and erosion control measures, excavation and grading, grading/placement of all fill to bring the stream to its final grade and all grading completed to bring the stream to its final alignment. The Superintendent is required to be onsite during all, active Contractor construction activity. It is highly desirable that the Superintendent have experience with Great Lakes issues and policies. The Superintendent shall demonstrate an understanding of the requirements as described in the specifications, and shall be responsible for integrating work plans, staffing plans and schedules to accomplish all task objectives. They shall have experience in overseeing technical staff from a variety of disciplines (i.e., craft labor, technical, IT, scientific staff and project controls) and a demonstrated excellence in written and oral communications skills.

The Superintendent should have a Bachelor's Degree or higher in a subject related to the scope of work. A minimum of 10 years of experience in managing projects of similar size and scope is required.

#### **Quality Control Officer:**

The Quality Control Office (QCO) shall be an employee of the Contractor, and will act as the Contractor's full time, on-site representative. The QCO will report to the Superintendent (with approval from MDEQ and the grantee, the Superintendent may act as the QCO). The QCO shall have the authority to ensure work is conducted in compliance with the contract documents. The QCO has the following responsibilities and authority to include, but not limited to:

- Reviewing all submittals for compliance with the contracts documents prior to submittal
- Inspecting completed work and/or work in progress to determine whether the work meets specifications and plan requirements
- Monitoring overall construction performance with regard to technical quality and compliance with design and specification requirements
- Noting and reporting on work that does not meet requirements
- Educating personnel on required standards and contract documents
- Attending weekly progress meetings and providing weekly updates on quality control measures being implemented

The QCO should have a Bachelor's Degree (or equivalent technical degree) plus have minimum of 5 years of experience in projects of similar size and scope. Ideally they should be a field biologist with a background in botany and experience in the ecology of the lower peninsula of Michigan who can advise the superintendent and Engineer on the installation of plant materials, planting methods, planting substitutions, planting locations, and the removal and avoidance of trees, other vegetation, and valuable habitats encountered on the site throughout the Limit of Disturbance and access routes. The QCO shall also be trained at a Natural Channel Design education level of Rosgen

II or higher, or other suitable equivalent fluvial geomorphology education as approved by the MDEQ and the grantee.

The QCO must initiate proper QA procedures at the beginning of the project, ensure QA procedures are followed throughout construction and post-construction, and provide the necessary QA documentation for site and project close out.

### **Health & Safety Officer (HSO)**

The HSO has the authority to maintain and enforce safety regulations and emergency procedures contained in the Basis of Design Reports\*, Specifications and the Contractor's Site Safety and Health Plan (SSHP). The HSO shall be an employee of the Contractor and reports to the Superintendent. The Superintendent may act as the HSO with approval from the MDDEQ and the grantee. The HSO, or approved alternate shall be onsite whenever work is in progress. The HSO shall:

- Answer questions from onsite personnel, Engineer, other site managers, as well as USEPA, MDEQ and the grantee
- Provide written documentation of activities to the grantee
- Attend weekly progress meetings

The HSO shall have experience on the ground and in the field and in the administration of the Contractor's overall safety management system; including: authority and responsibility to implement and enforce policies, procedures, and systems that accompany the Contractor's SSHP. The HSO should have a Bachelor's Degree (or equivalent technical degree) and possess an Industrial Hygiene /certification (IHC) or Certified Safety Professional (CSP) certification plus have a minimum of 10 years experience in projects of similar size and scope.

The HSO is expected to ensure appropriate health and safety procedures are developed and followed throughout construction to safeguard on-site personnel and those accessing the site.