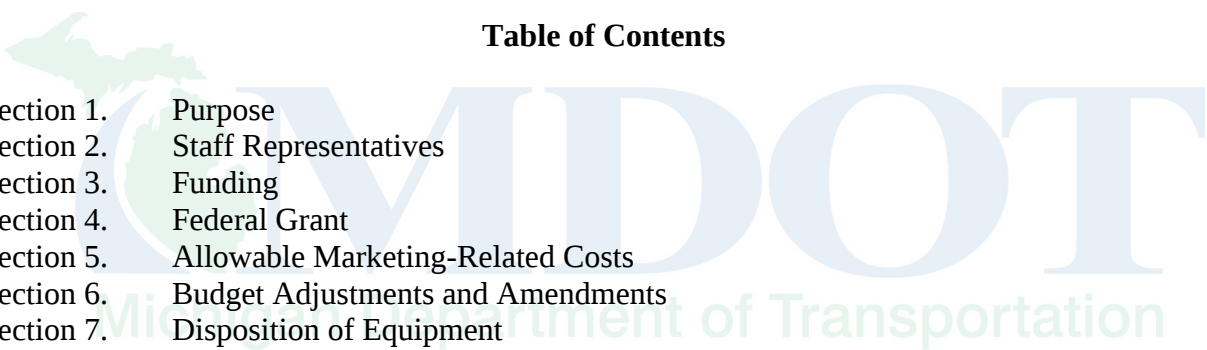


MICHIGAN DEPARTMENT OF TRANSPORTATION
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
CONTRACT FOR
A LOCAL RIDESHARING PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the Genesee County Metropolitan Planning Commission (AGENCY) to provide for a local ridesharing program.

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Section 1. PURPOSE

This Contract is to provide for a local ridesharing program with trip destinations in Genesee and Lapeer Counties, located in the State of Michigan (PROJECT).

The AGENCY will carry out the PROJECT in conformity with the objectives and goals set forth in Exhibit A, attached hereto and made a part hereof, as directed by MDOT.

Section 2. STAFF REPRESENTATIVES

The AGENCY will designate a qualified staff representative to coordinate and direct the technical activities required by the PROJECT and to represent the AGENCY in technical matters when conducting business with MDOT. The staff representative will be expected to devote a major portion of his/her work time to the PROJECT. The AGENCY will also assign a staff member to serve as the primary point of contact; this staff member or a qualified staff substitute is required to participate in meetings attended by the local rideshare office, Michivan provider(s), and MDOT.

Section 3. FUNDING

MDOT will reimburse the AGENCY for the conduct of the PROJECT in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), as set forth in Attachment A, dated September 9, 2025, one page, attached hereto and made a part hereof. The AGENCY will be responsible for all costs in excess of the funds shown above.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Section 4. FEDERAL GRANT

The AGENCY will perform or cause to be performed all the PROJECT work. It is understood that the AGENCY may contract for portions or all of the PROJECT work. The performance of the PROJECT work will be subject to the “General Agreement Provisions for Federal Aid Projects,” attached hereto as Exhibit F.

Section 5. ALLOWABLE MARKETING-RELATED COSTS

- a. Allowable Personnel Costs: Wages and direct labor overhead (employee fringe benefits) budgeted as a percentage of payroll at the provisional rate. The following items may be included in the direct labor overhead percentage: vacation, sick and personal leave, holiday, retirement, workers’ compensation, social security, hospitalization/life insurance, and unemployment compensation.

- b. Allowable Administrative and Overhead Costs: Expenditures for administration and costs such as rental of office space, office equipment, local telephone and other utility services, and other expenses chargeable to the PROJECT. All equipment purchases over Five Thousand Dollars (\$5,000.00) that use monies provided by or arising out of this Contract require prior approval from MDOT.

For purposes of partial payments, the current provisional rate of itemized PROJECT costs will be utilized to estimate administrative and overhead costs during the conduct of the PROJECT. The provisional rate for administrative and overhead costs will be included in each billing submitted to MDOT for reimbursement to the AGENCY.

The use of a provisional overhead rate does not establish a minimum to the final overhead costs to be paid to the AGENCY. The provisional percentage will be adjusted at the time of final payment to a rate representative of, but not to exceed, actual costs. Final determination of the amount will be based upon audit at the completion of the PROJECT or at such time as this Contract is canceled.

- c. Allowable Promotional Costs: The guaranteed ride home program, media advertising (print, broadcast, direct mail, outdoor, telephone, interactive video), agency information (brochures, flyers, newsletters, posters, other educational materials and dispensers/holders), audio visual presentations, promotional signs, market research and advertising agency design, promotional items and special events, and toll-free telephone lines.

Promotional items must include the name and telephone number of the rideshare office. Exceptions will be considered upon written request on a case-by-case basis.

Excluded or Ineligible Costs: Sponsorship of athletic teams and sports paraphernalia as a promotional item. In addition, a maximum of twenty percent (20%) of the budget may be used for the purchase of promotional items (specialty advertising). Any amount over twenty percent (20%) must come from local funds. Items printed on paper, such as calendars, place mats, etc., are classified as print advertising and are not included in the twenty percent (20%) calculation (exception: playing cards, which are a specialty item).

- d. Allowable Subscriptions, Supplies, and Material Costs: Subscriptions, supplies, and materials used in the conduct of the PROJECT.
- e. Allowable Travel and Subsistence Costs: Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference. The current State of Michigan Standardized Travel Regulations may be found at www.michigan.gov/dtmb under “Services,” “Travel.”
- f. Additional requests may be submitted in writing to MDOT and are contingent upon written approval.
- g. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31, and 2 CFR Part 200.

Section 6. BUDGET ADJUSTMENTS AND AMENDMENTS

Expenditures that are not consistent with Attachment A will not be considered eligible PROJECT costs, unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section. MDOT may approve changes to existing line items, including additions or deletions to the quantities and description in a specific line item, and may delete in whole or in part a line item if it is determined that each change is justified to fulfill the purpose of this Contract. If the proposed change would add a new line item or change the funding amount of this Contract, this Contract must be amended to make the change(s) before the expenditure will be deemed an eligible PROJECT cost.

Upon receipt of a written request to make changes to existing line items, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information. Requests to make changes that require an amendment will be processed in a timely manner, as circumstances permit. If a budget adjustment or an amendment is made that requires a change to Attachment A, references in the Contract to Attachment A will then be to Attachment A as revised.

Section 7. DISPOSITION OF EQUIPMENT

Upon termination or expiration of this Contract, all equipment acquired by the AGENCY with monies provided by or arising out of this Contract will be distributed in conformity with applicable MDOT policies, provided that the AGENCY will have the option to retain all standard equipment for its own use, provided that, at the time of termination or expiration, the AGENCY pays the fair market value of such retained property.

Section 8. COMPETITIVE PROCUREMENT

If the AGENCY receives federal funding through MDOT for the procurement, the AGENCY will comply with the following requirements:

- a. The AGENCY will follow the current procedures outlined in the “Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.” The procedures can be found at <http://www.michigan.gov/mdotptd> under “Procurement,” “Procurement Guidelines,” “Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.”
- b. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Ten Thousand Dollars (\$10,000.00) or, as an alternative, will document compliance with the provisions of subsections (c) or (d) below.
- c. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to Two Hundred Fifty Thousand Dollars (\$250,000.00), except for purchases of Ten Thousand Dollars (\$10,000.00) or less, or, as an alternative, will document compliance with the provisions of subsection (d) below.
- d. The AGENCY will solicit and advertise for competitive bids/proposals for purchases of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more, except for contracts for architectural and engineering services. The AGENCY will ensure that there is an adequate number of qualified bidders/proposers. The AGENCY may award a contract to a responsible proposer other than the lowest in price provided that adequate provision for such action is included in the RFP. Justification for such selection will be provided to MDOT prior to the award of the contract.
- e. The AGENCY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for contracts for architectural and engineering services. The AGENCY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541, regardless of the dollar amount of the project.

Section 9. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with Michigan State Transportation Commission policy or receives federal funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in Michigan State Transportation Commission policy prior to said contracts being signed by the AGENCY. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as a warranty of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

PROJECT-Related Procurement: The AGENCY will submit to MDOT copies of the following procurement documents for review and approval by MDOT for solicitations over the amount identified in Michigan State Transportation Commission policy.

- a. Prior to solicitation:
 - i. Invitations for bids (IFBs) and requests for proposals (RFPs) when either of these methods of procurement is used.
 - ii. Amendments to the above, to be submitted by the AGENCY prior to distribution.
 - iii. Any specifications, plans, drawings, and quantity figures to be included in the IFBs or RFPs.
- b. After solicitation:
 - i. Unsigned third-party contracts.
 - ii. Copies of selected bids or proposals. (The AGENCY will retain copies of all other bids and proposals received.)
 - iii. Lists that include the names of all bidders or proposers, the amount of each bid or the score for each proposal, responsible and responsive determinations, and identification of the selected bids or proposals.

Section 10. REPORTING, BILLINGS, AND PAYMENTS

- a. In order to receive funds under this Contract, the AGENCY must submit a quarterly marketing report within forty (40) days after the end of each quarter and actual quarterly progress billings to MDOT for allowable costs. The quarterly marketing report will include the marketing efforts made during the reporting quarter, the number of carpools/vanpools that were formed and the number of riders added during the quarter, the total number of carpools/vanpools, and the total number of riders.
- b. All billings will be labeled by the actual period covered and will use the format provided in the attached Exhibit B with the corresponding form contained in the attached Exhibit C.
- c. The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- d. Within sixty (60) days after PROJECT completion or termination, the AGENCY will submit to MDOT a billing designated as "Final Billing" to be charged against the Contract. Upon written request by the AGENCY to MDOT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submission of all billings that support the final billing, MDOT may, in writing, extend the sixty (60) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under this Contract.

Section 11. AUDIT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will

provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Contract or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

Section 12. LIABILITY

Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by contract or by law, for any claims arising out of the performance of this Contract.

Section 13. INSURANCE

The AGENCY will provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to this Contract against any and all claims that may arise out of the AGENCY's operations hereunder.

Section 14. ACCOUNTING RECORDS AND DOCUMENTATION

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract. The AGENCY will maintain complete PROJECT files, including, but not limited to, supporting data, surveys, and technical and administrative reports.
- b. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, that are in effect at the time of Contract award with regard to audits.
 - i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollar (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must also be submitted to the addresses in paragraph (iv) below.
 - iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt

of the auditor's report(s) or within nine (9) months after the end of the AGENCY's fiscal year, whichever is earlier.

- iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Address:

Michigan Department of Transportation
Financial Operations Division
Budget, Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

With a copy to:

Michigan Department of Transportation
Office of Passenger Transportation
Mail Code B425
P.O. Box 30050
Lansing, MI 48909

- v. Agencies must also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- c. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

Section 15. INSPECTION AND AUDIT

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation or their authorized representatives, agents, or employees, to inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT RECORDS. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty as to the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT.

Section 16. TERMINATION OR SUSPENSION

- a. For any reason, MDOT or the AGENCY may, by thirty (30) days written notice, suspend any or all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or MDOT may, by thirty (30) days written notice to the AGENCY, terminate any or all of the rights and obligations under this Contract.
- b. Action Subsequent to Notice of Termination or Suspension: Upon receipt of any notice of termination or suspension under this section, the AGENCY will proceed to carry out the actions required therein, which may, without limitation, include any or all of the following:
 - i. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
 - ii. Furnish to MDOT within sixty (60) days after receipt of notice of termination or suspension a statement of the status of the PROJECT and PROJECT costs to date, as well as a proposed plan and budget for closing out the PROJECT activities and contracts and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest plan and budget approved by MDOT or upon the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a plan and budget within the sixty (60) day period. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Contract.

Section 17. PROHIBITION OF DISCRIMINATION

- a. In connection with the PROJECT for which this Contract is made, the AGENCY (hereinafter in Appendix A referred to as the “contactor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State

Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

- b. During the performance of this Contract, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being PL 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The AGENCY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof, with regard to its contracting opportunities. The AGENCY’s contracting opportunities include the purchase of any items and the undertaking of any construction projects, except transit vehicle or land acquisition, respectively.

Section 18. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

Section 19. CERTIFICATION

The AGENCY’s signature on this Contract constitutes the AGENCY’s certification that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.

The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

Section 20. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

Section 21. COMPLIANCE WITH LAWS

In the performance of this Contract, the AGENCY will comply with all applicable state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and performance of this Contract.

Section 22. CONCLUSIONS

Any publication by the AGENCY of the results of the PROJECT or information with respect to the PROJECT will be reviewed by and have the written approval of MDOT and will give proper credit for the PROJECT. Such approval is for MDOT's own purposes and does not relieve the AGENCY of its decision to publish or of any liability arising from the decision by the AGENCY to publish.

If MDOT does not wish to subscribe to the findings or conclusions of the services, the following statement will be added to the credit line of all reports published by the AGENCY or by MDOT:

“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Michigan State Transportation Commission or the Michigan Department of Transportation.”

Section 23. COPYRIGHT

It is agreed that the AGENCY will not copyright any papers, reports, forms, or other material that is part of its work under this Contract without the written approval of MDOT.

Section 24. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract.

Section 25. OWNERSHIP OF DATA AND REPORTS

All data collected under this Contract or furnished by MDOT, together with all tapes, summaries, and charts derived therefrom, are the property of MDOT and cannot be furnished to any party without permission of MDOT, except to the involved governmental agencies and commissions as part of the progress reporting process.

All reports prepared by the AGENCY, including all graphics and texts, as instruments of service are the property of MDOT.

Section 26. TERM

This Contract will be in effect from October 1, 2025, through September 30, 2026.

Section 27. CONFLICTS

In the event of any conflict between the body of this Contract and any exhibit hereto, the body of the Contract will govern.



Section 28. SIGNING

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving said contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

Approved as to Legal Form
9-9-25 J.S.



FUNDING SOURCES FISCAL YEAR 2026 UNIFIED WORK PROGRAM										
Activities	GCMP	PL	PL Transit	Carry Over--PL	Carry Over PL Transit	CMAQ*	HPP	Subtotal (GCMP)	MTF (MDOT)	Total
III. DATA MANAGEMENT										
A. Data Management Systems	\$3,991	\$16,000	\$2,000					\$21,991	\$7,593	\$29,584
B. Data Inventory and Model Maintenance	\$4,781	\$18,062	\$3,500					\$26,343	\$13,324	\$39,668
Subtotal	\$8,773	\$34,062	\$5,500					\$48,335	\$20,917	\$69,252
IV. TSM PLANNING										
A. TSM Coordination	\$73,424	\$200,000	\$31,116	\$100,000				\$404,540	\$30,743	\$435,283
B. Transit Planning	** \$21,757	\$0	\$98,117					\$119,874	\$0	\$119,874
C. Ridesharing						\$50,000		\$50,000	\$0	\$50,000
D. Pavement Management	\$399	\$1,800						\$2,199	\$0	\$2,199
E. Safety and Complete Streets Planning	\$5,987	\$27,000						\$32,987	\$0	\$32,987
F. Air Quality Awareness	\$12,500					\$50,000		\$62,500	\$0	\$62,500
Subtotal	\$114,067	\$228,800	\$129,233	\$100,000	\$0	\$100,000	\$0	\$672,100	\$30,743	\$702,843
V. LONG-RANGE PLANNING										
A. Update Long Range Transportation Plan	\$4,657	\$18,000	\$3,000					\$25,657	\$3,871	\$29,528
Subtotal	\$4,657	\$18,000	\$3,000	\$0	\$0			\$25,657	\$3,871	\$29,528
VI. PLANNING SUPPORT										
A. Program Management	\$63,908	\$260,000	\$28,200					\$352,108	\$13,101	\$365,208
B. Develop Unified Work Program	\$3,614	\$14,000	\$2,300					\$19,914	\$1,935	\$21,849
C. Prepare Transportation Improvement Program	\$29,936	\$115,000	\$20,000					\$164,936	\$3,870	\$168,806
Subtotal	\$97,458	\$389,000	\$50,500	\$0	\$0		\$0	\$536,958	\$18,906	\$555,864
GRAND TOTAL	\$224,955	\$669,862	\$188,233	\$100,000	\$0	\$100,000	\$0	\$1,283,050	\$74,437	\$1,357,486

**20,870 of match to be provided by the MTA

*CMAQ Funds are being requested under a separate application.

Amounts shown below represent Federal Funds equaling 81.85% of total.

Studies and other contracted services

MTA Transit Planning - Transit Surveys \$20,000

MTA Transit Studies / Strategic Plan \$74,117

GCMP-Genesee County Metropolitan Planning Commission Local Match

PL-Federal Funds for Planning Activities from the Federal Highway Administration

PL Transit-Federal funds for Transit Planning from Federal Transit Administration

CMAQ - Congestion Mitigation and Air Quality funds (Ridesharing/Air Quality Awareness)

MTF-Michigan Transportation Fund

EXHIBIT A

Objective #1

Focus on increasing the number of carpools and vanpools operating in the service area.

- Goal #1:** Increase the number of carpoolers registered with the program. This will include the purging of records at a minimum of twice a year to ensure data accuracy.
- Goal #2:** Increase the number of vanpools with a destination into the service areas.
- Goal #3:** Offer a Guaranteed Ride Home Program.

Objective #2

Coordinate with other rideshare offices and agencies to ensure that customers receive information on all transportation-related options available in place of the single occupant vehicle for the work commute trip. Examples include, but are not limited to, carpooling, vanpooling (MDOT sponsored or privately sponsored), transit, flex time, and telecommuting.

- Goal #1:** Provide a call referral service to other rideshare offices for customers whose destination point is outside of the service area.
- Goal #2:** Provide a referral service to other public agencies and/or private organizations that have customers with an identified transportation need that a known program may provide assistance to meet that need. (Examples include Michigan Works! Agencies, Michigan Workforce-Development Agencies, and other transportation-to-work efforts.)

Objective #3

Conduct program promotions focused on increasing public awareness.

- Goal #1:** Promote the program through media advertising.
- Goal #2:** Promote the program through promotional brochures with the incorporation of a Guaranteed Ride Home Program.
- Goal #3:** Promote the program during National Transportation Week and/or Try Transit Week.
- Goal #4:** Promote the MichiVan component of the program through joint, agreed upon coordination with the MDOT approved vendors.

EXHIBIT B

Year-to-Date Cost Spreadsheet Example*

Part A - Federal Participating

ITEM	BUDGETED	THIS PERIOD	YEAR TO DATE	BALANCE
PERSONNEL COSTS Salary Fringes				
ADMINISTRATIVE & OVERHEAD COSTS				
PROMOTIONAL COSTS Guaranteed Ride Home Other				
SUBSCRIPTIONS, SUPPLIES & MATERIAL COSTS				
TRAVEL COSTS				
TOTALS				

PART B - FEDERAL NON-PARTICIPATING

ITEM	BUDGETED	THIS PERIOD	YEAR TO DATE	BALANCE
PERSONNEL COSTS Salary Fringes				
ADMINISTRATIVE & OVERHEAD COSTS				
PROMOTIONAL COSTS Guaranteed Ride Home Other				
SUBSCRIPTIONS, SUPPLIES & MATERIAL COSTS				
TRAVEL COSTS				
TOTALS				

*Line items will be constructed based on the format of your Attachment A

EXHIBIT C

LOCAL AGENCY REQUEST FOR REIMBURSEMENT

This information is required by MDOT in order for you to obtain reimbursement for expenses.

MDOT AGREEMENT #	LOCATION		MDOT STRUCTURE #
DATE	BILLING #	FINAL? ☐ Yes ☐ No	AMOUNT AUTHORIZED TO SPEND \$
AGENCY	CONTROL SECTION	JOB #	TOTAL PROJECT COSTS TO DATE (Previous) \$
ADDRESS (Street)	FED. PROJECT #	FED. ITEM #	PROJECT COSTS (This Request) \$
ADDRESS (City, State)	SERVICE PERIOD		BALANCE AVAILABLE \$

SUMMARY OF CHARGES

PRELIMINARY ENGINEERING	LABOR	_____
	EQUIPMENT RENTAL	_____
	OTHER _____	_____
	TOTAL PRELIMINARY ENGINEERING	_____
REAL ESTATE	ACQUISITION COST	_____
	APPRAISAL FEES	_____
	OTHER _____	_____
	TOTAL REAL ESTATE	_____
LOCAL CONTRACTED WORK		_____
	TOTAL LOCAL CONTRACTED WORK	_____
CONSTRUCTION ENGINEERING	INSPECTION/STAKING/TESTING	_____
	OTHER _____	_____
	TOTAL CONSTRUCTION ENGINEERING	_____
FORCE ACCOUNT	LABOR	_____
	EQUIPMENT	_____
	MATERIALS	_____
	OTHER _____	_____
	TOTAL FORCE ACCOUNT	_____
	TOTAL CHARGES	_____

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

AGENCY REPRESENTATIVE (Signature)	TITLE	DATE
MDOT CONCUR FOR FUNDING (Signature)	TITLE	DATE

EXHIBIT F

GENERAL AGREEMENT PROVISIONS FOR FEDERAL AID PROJECTS

1. General Provisions:
 - a. The AGENCY will comply with all FHWA requirements concerning special requirements of law, program requirements and other administrative requirements.
 - b. To qualify for eligible cost, all work will be documented in accordance with the requirements and procedures of MDOT.
 - c. Those projects funded with Federal monies will be subject to inspection at all times by MDOT and the FHWA.
2. Federal Clean Air Act of 1970: The political subdivisions that are a party to this contract on those Federally funded projects that exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - a. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - b. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines issued thereunder.
 - c. That, as a condition of Federal aid pursuant to this contract, it will notify MDOT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
3. Other Regulatory Requirements:
 - a. The AGENCY assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of 49 CFR Part 18 (U.S. DOT Implementation of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or "Common Rule") as they relate to the application, acceptance, and use of Federal Funds for this federally-assisted project.
 - b. The AGENCY will be responsible for the accurate and detailed accounting of the costs and expenses incurred in the performance of any part of the PROJECT work it agrees to undertake, as provided within this contract. Said accounts will be maintained in accordance with generally accepted government accounting

principles and 49 CFR Part 18. Said accounts will be made available for review and audit by MDOT and, as required, by the FHWA and appropriate U.S. governmental agencies and will be retained on file for a period of not less than three years from the date of the final payment for work conducted under this Contract.

- c. The AGENCY will comply with the Single Audit Act of 1984, P.L. 98-502, and OMB Circular A-133. All such audits are subject to the review and approval of MDOT, the FHWA, and the Office of the Inspector General.

4. Retention and Custodial Requirements for Records:

- a. Financial records, supporting documents, statistical records, and all other records pertinent to this instrument will be retained for a period of 3 years, with the following exceptions:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records will be retained until all litigation claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, required with Federal Funds will be retained for 3 years after the final disposition of such property.
 - (3) When records are transferred to or maintained by the FHWA, the 3-year retention requirement is not applicable to the recipient.
- b. The retention period starts from the date of the submission of the final expenditure report.
- c. The Secretary of Transportation and the Comptroller General of the United States or any of their duly authorized representatives will have access to any pertinent books, documents, papers, and records of the recipient and its contractors and subcontractors to make audits, examinations, excerpts, and transcripts.

5. Equal Employment Opportunity:

- a. The AGENCY agrees to incorporate in all contracts having a value over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
- b. The AGENCY agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contractors and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

- c. The AGENCY further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap, or age and that it has an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
-
- 6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by the AGENCY and its contractors or subcontractors will include a provision for compliance with the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The AGENCY will report all suspected or reported violations to MDOT.
 - 7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the AGENCY and its contractors or subcontractors of more than \$2,000 will include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. The AGENCY will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation, and the award of a contract will be conditioned upon the acceptance of the wage determination. The AGENCY will report all suspected or reported violations to MDOT.
 - 8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by the AGENCY in excess of \$2,500 that involve the employment of mechanics or laborers will include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or to contracts for transportation or transmission of intelligence.

9. Access to Records: All negotiated contracts (except those of \$25,000 or less) awarded by the AGENCY will include a provision to the effect that the recipient, the FHWA, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records of the contractor that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
10. Civil Rights Act: The AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and, in accordance with Title VI of that Act, no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient received Federal financial assistance. The AGENCY will immediately take any measures necessary to effectuate this Contract. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where:
 - a. The primary purpose and instrument is to provide employment, or
 - b. Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The AGENCY agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States will, on the ground of race, color, national origin, sex, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the AGENCY receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
12. Rehabilitation Act: The AGENCY will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education and Welfare (45 CFR Parts 80, 81 and 84) promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, will be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving Federal financial assistance and that it will take any measures necessary to effectuate this Contract.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.