

Subrecipient Agreement Between
The County of Genesee
And
The County Agency

THIS SUBRECIPIENT AGREEMENT, (this "Agreement") made as of the 8th day of June, 2022 between the County of Genesee, acting by and through the:

Genesee County
1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee" or "County", and

Genesee County Drain Commissioner, as County Agency, Division of Water and Waste Services pursuant to 1939 PA 342
G-4610 Beecher Rd
Flint, MI 48532

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received American Rescue Plan Act (ARPA) funds from the United States Department of Treasury. Under the ARPA is a program called the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35 as amended; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing SLFRF funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the Grand Blanc Township KCI Sanitary Sewer Expansion Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Agreement by reference, and included respectively as:

- Attachment A: Reimbursement Request Form
- Attachment A-1: Reimbursement Request Guidance
- Attachment B: Genesee County ARPA Projects Quarterly Reporting Form
- Attachment B-1: Genesee County ARPA Projects Reporting Schedule
- Attachment C: Genesee County Labor Standards
- Attachment D: Genesee County Division of Water and Waste Services Procurement Policy
- Attachment D-1: ARPA Federal Requirements Checklist
- Attachment D-2: ARPA Projects Under \$10,000
- Attachment D-3: ARPA Projects Over \$10,000
- Attachment E: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment F: Genesee County MBE/WBE/HBE Outreach Report
- Attachment G: Federal Award Information
- Attachment H: Documentation to Keep in Your SLFRF Project Files
- Attachment I: Project Signage Information

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the American Rescue Plan Act (ARPA):

Grand Blanc Township KCI Sanitary Sewer Expansion Project

The proposed project brings much needed sewer capacity to the southern portion of Grand Blanc Township where economic activity and development is currently booming. The project includes constructing a large diameter sewer trunkline, some force main, and multiple pump stations providing sewer to new service areas and additional capacity to those areas in need. This regional project also brings sewer service to northern Oakland County where some commercial septic systems are currently failing.

This activity will be funded with up to \$1,000,000 of Genesee County ARPA funds.

B. Eligibility for ARPA Funds

All activities funded with SLFRF funds must meet the ARPA Program's eligibility requirements as defined in 31 CFR Part 35.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement. The project shall have engineering and authorization to proceed commitments by the 31st day of December 2022. Services of the Subrecipient shall end on the 31st day of December 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of SLFRF funds or other ARPA assets.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement will be an amount up to thirty-three percent (33%) of the total project cost and shall not exceed \$1,000,000. Grantee will disburse Project funds for the payment of eligible expenses for eligible Agreement activities and in accordance with performance per the payment process described in Section VII Administrative Requirements, Part C. 1.

Subrecipients are required to **be registered in the County's accounting system** to receive reimbursement payments from the Grantee electronically.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing

body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time 60 days prior to end of Agreement. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of funds shall be subject to approval by Resolution of the Genesee County Board of County Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 31 CFR Part 35, as amended, (the U.S. Department of Treasury regulations concerning the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF)). The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.326 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.471, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. Signage and printed materials

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the subrecipient, during the project construction period. Signage

will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. See Project Signage Information (Attachment I).

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Section E.2. of the SLFRF Compliance and Reporting Guidance that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the SLFRF eligibility requirements
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with SLFRF assistance;
- f. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

Subrecipients are required to complete Federal Award Information (Attachment G) which provides details related to the source and amount of federal funds obligated for the project.

During on-site file monitoring, GCMPC staff will look for all ARPA Files located at Local Unit of Government offices to match the files kept at the GCMPC office. What Documentation Do I Keep in ARPA Project Files (Attachment H) explains which documentation the Subrecipient should keep on file.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date the Agreement is executed. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the SLFRF funds, including program income.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The

Grantee shall reimburse the Subrecipient for eligible costs within thirty (30) days of approval of the Subrecipient's submission using the Reimbursement Request Form (Attachment A) and provide documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this Agreement shall follow the Reimbursement Request Guidance (Attachment A-1). The Reimbursement Request Guidance outlines guidance by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds.

The County retains the right to approve or reject payment requests based on conformity with terms of this Agreement. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Subrecipient must submit quarterly reports to the Grantee in the form and content as required by the Grantee. The Subrecipient will submit an ARPA Project Quarterly Reporting Form (Attachment B) following the attached Reporting Schedule (Attachment B-1).

3. Program Income

The Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the Genesee County Labor Standards (Attachment C), and Genesee County Division of Water and Waste Services Procurement Policy (Attachment D).

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 601 (42 USC 2000d) states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination under any program or activity receiving Federal financial assistance" (23 CFR Part 200.9 and 49 CFR Part 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs or activity" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; 31 CFR Part 35, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Title VII of the Civil Rights Act of 1964, as amended.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, as amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The Subrecipient will submit a Genesee County MBE/WBE/HBE Outreach Report (Attachment F) evidencing compliance with this paragraph.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the

applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the Genesee County Labor Standards (Attachment C).

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments C, D and E). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 2 CFR Parts 200.317 and 200.318, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

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 section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. If the project utilizes federal funding in addition to the SLFRF funding, then an environmental review may be required under the National Environmental Policy Act (NEPA) 40 CFR Part 1508.1. If required, the Subrecipient should follow NEPA's rules and regulations in completing an environmental review and provide documentation of the environmental review to the Grantee.

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT


This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Agreement to be executed by their duly authorized agents.


County's Authorized Representative

6/8/2022
Date


Subrecipient's Authorized Representative

JOHN F O'BRIEN
Deputy
Drain Commissioner

6/2/22
Date

Attachment A-1
Reimbursement Request Guidance
Genesee County American Rescue Plan Act (ARPA) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On October 19, 2022, the contractor installed a new watermain, generators were purchased for the police department, etc.

Payment: A Reimbursement Request Form and all supporting documentation must be submitted to GCMPC no later than December 31, 2023.

The Subrecipient can submit up to three (3) reimbursement requests using the reimbursement request form for up to 100% of the ARPA allocation.

NOTE:

These dates are subject to change based upon when contracts are signed with sub-recipients. Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment B Genesee County American Rescue Plan Act (ARPA) Projects Quarterly Reporting Form

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	July 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
January 1, 2023 – March 31, 2023	April 15, 2023
April 1, 2023 – June 30, 2023	July 15, 2023
July 1, 2023 – September 30, 2023	October 15, 2023
October 1, 2023 – December 31, 2023	January 15, 2024

Project Details

Project Name:

Project ID Number (determined by Genesee County):

Project Description:

Project Status

Period of Performance Start Date:

Period of Performance End Date:

Not Started

Less than 50% Complete

More than 50% Complete

Completed

Tasks Completed:

Tasks Left to Complete:

Obligations and Expenditures

Genesee County ARPA funding provided this quarter:

Total Genesee County ARPA funding provided to date:

Genesee County ARPA funding spent this quarter:

Total Genesee County ARPA funding spent to date:



Attachment B-1

Genesee County American Rescue Plan Act (ARPA) Projects
Reporting Schedule

The Subrecipient is required to submit reports on a quarterly basis. The table below shows when each quarterly report is due and the period they should cover.

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	July 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
January 1, 2023 – March 31, 2023	April 15, 2023
April 1, 2023 – June 30, 2023	July 15, 2023
July 1, 2023 – September 30, 2023	October 15, 2023
October 1, 2023 – December 31, 2023	January 15, 2024



Attachment C

Genesee County Labor Standards Genesee County American Rescue Plan Act (ARPA) Program

- Contract under \$2,000

No Labor Standards required.

- Contract exceeds \$2,000

Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County staff at (810) 257-3010 *prior to advertising bid opportunities.*

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County staff at (810) 257-3010 to establish a preconstruction meeting *immediately after contract has been awarded.*

Attachment D
Policy 22-001
Genesee County Drain Commissioner
Division of Water and Waste Services
Adopted: 02-23-22

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PURPOSE

The purpose of this policy is to serve as a guideline for the acquisition of property or services under a Federal award or subaward by the Genesee County Drain Commissioner, Division of Water and Waste Services (GCDC-WWS).

GCDC-WWS must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations. These guidelines meet the procurement standards in 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which is also referred to as Uniform Guidance (UG). Procurement and contract provisions guidelines are in paragraphs 200.317 through 200.327. [200.318 \(a\)](#)

The UG significantly reforms the federal grant-making process to focus resources on improving performance and outcomes. The intent is to reduce administrative burdens for grant applicants, recipients, and reduce the risk of waste, fraud, and abuse. The procurement guidelines focus on increased competition and transparency in the procurement process.

CODE OF CONDUCT

A separate Conflict of Interest Policy for Federal Awards has been adopted by GCDC-WWS. The policy meets the conflicts of interest guidelines for the acquisition of property or services under a Federal award or subaward as required under 2 C.F.R. § 200.318(c)(1).

PROCUREMENT PLANNING AND ADMINISTRATION

Administration - The GCDC-WWS employee, officer or agent designated to administer the Federal grant award shall be responsible for incorporating grant specific requirements into documented procedures and ensuring all federal award and subaward requirements are met. All purchases must be in accordance with approved GCDC-WWS internal policies. Under UG, GCDC-WWS must comply with the most restrictive of federal, state and local requirements. GCDC-WWS will follow future procurement policy updates in accordance with local, state and federal guidelines and will adjust its procedures accordingly.

Economical Purchases - GCDC-WWS will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase whenever possible. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. GCDC-WWS is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever it is feasible and reduces project costs.

[200.318\(d\)\(e\)](#)

Shared Services – GCDC-WWS is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services in order to foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government. Competition requirements will be met with applied to documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. GCDC-WWS will obtain approval from the federal awarding agency prior to entering into such agreements. [200.318\(e\)](#)

Records and Documentation - GCDC-WWS will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following:

1. Rationale for the method of procurement.
2. Selection of contract type.
3. Contractor selection or rejection.
4. Basis for the contract price. [200.318\(i\)](#)

Contractual and Administrative Issues - GCDC-WWS maintains responsibility, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. It should be noted that the Federal awarding agency will not substitute its judgment for that of GCDC-WWS unless the matter is primarily a Federal concern. [200.318\(k\)](#)

Contractor Oversight - GCDC-WWS will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Remedial action by GCDC-WWS through legal processes shall be considered in instances of identified nonperformance. [200.318\(b\)](#)

Debarment and Suspension – GCDC-WWS may not contract with any person or business who is debarred or suspended as required by 2 CFR §180. GCDC-WWS will verify by doing one of the following prior to awarding a contract:

1. Checking the System for Award Management (SAM) for exclusions.
2. Collecting a certification from that person or business.
3. Adding a clause or condition to the covered transaction with that person or business.

COMPETITION, AFFIRMATIVE ACTION AND PREFERENCES

Full and Open Competition - All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations to bid or requests for proposals must be excluded from competing for such procurements. Other situations considered to be restrictive of competition and are prohibited include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Noncompetitive pricing practice between firms or between affiliated companies.
4. Noncompetitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.

6. Specifying only a brand name product without permitting an equal product to be offered, and without describing the performance or other requirements that must be met for a product to qualify as an equal.
7. Any arbitrary action in the procurement process (not consistent, fair, transparent or supported by reasonable judgment, etc.). 200.319(a)(b)

Geographical Preferences - GCDC-WWS will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 200.319(c)

Solicitations - GCDC-WWS will ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, the description must not contain features which unduly restrict competition; the description may include a statement of the qualitative nature of the material, product or service to be procured; when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use; and detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used as a means to define the performance or other salient requirements of procurement, and the specific features of the named brand which must be met by offers must be clearly stated. 200.319(d)(1)

Solicitations will identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 200.319 (d) (2)

GCDC-WWS will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. GCDC-WWS will not preclude potential bidders from qualifying during the solicitation period. 200.319(e)

Solicitations will include information allowing GCDC-WWS to assess whether a contractor is responsible. GCDC-WWS must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. 200.318 (h)

Noncompetitive procurements can only be awarded in accordance with the policies described in the Procurement Methods section of this policy. 200.319 (f)

Small and Minority Businesses - GCDC-WWS will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible by:

1. Placing qualified small and minority business and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
3. Considering the feasibility of dividing total requirements into smaller tasks or quantities to permit maximum participation of these businesses.
4. Where permitted by regulation, delivery schedules will be developed which encourage participation by such businesses.
5. Using the services and assistance from organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate.
6. Requiring the prime contractor, if subcontracts are to be let, to take the same affirmative steps for small and minority businesses. [200.321](#)

Domestic Preferences - GCDC-WWS will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States to the extent possible within the law and practicable under a Federal award. This includes but is not limited to: Iron, aluminum, steel, cement, and other manufactured products. This preference must be included in all subawards including all contracts and purchase orders for work under a federal award.

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. [200.322](#)

Recovered Materials - GCDC-WWS will comply with §6002 of the Solid Waste Disposal Act, for procuring items designated in the EPA guidelines of 40 CFR 247 requiring:

1. Procurements must contain the highest percentage of recovered materials practical, consistent with maintaining satisfactory levels of competition, when the purchase price exceed \$10,000 or the value of the quantity procured in the preceding fiscal year exceeded \$10,000.
2. Procuring solid waste services in a manner that maximizes energy and resource recovery.
3. Establishing an affirmative procurement program for recovered materials identified in the EPA guidelines. [200.323](#)

PROCUREMENT METHODS

GCDC-WWS will use documented procurement procedures, consistent with the standards of sections and §§200.317, 200.318, 200.319 and 200.320 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or subaward.

GCDC-WWS is responsible for determining an appropriate *simplified acquisition threshold (SAT)*, as defined in §200.1, based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulation (FAR). When applicable, a lower simplified acquisition threshold used by GCDC-WWS must be authorized or not prohibited under State, local, or tribal laws or regulations. The SAT at the time of this policy adoption is \$30,000. [200.320\(a\)\(2\)\(ii\)](#)

When the value of the procurement for property or services under a Federal award does not exceed the SAT, formal procurement methods are not required. GCDC-WWS may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. [200.320\(a\)](#)

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a noncompetitive procurement can be used as described later in this section. [200.320\(a\)](#)

Direct procurement by GCDC-WWS shall be made by using one of the following methods depending on the type of service to be provided.

Methodology	Dollar Threshold
Micro-purchase (Informal; No quotes required)	\$10,000 or less
Small purchase procedure (Relatively simple; informal quotes)	\$10,001 – \$30,000
Sealed bid (Formal advertising)	\$30,001 and greater
Competitive proposal (Formal RFPs)	\$30,001 and greater
Noncompetitive proposal (Sole source)	Only appropriate under certain circumstances

Micro-purchase - To the maximum extent practicable, GCDC-WWS will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if GCDC-WWS considers the price to be reasonable based on research, experience, purchase history or other information and documents its files accordingly.

Purchase cards can be used for micro-purchases according to GCDC-WWS's credit card policy. [200.320\(a\)\(1\)\(ii\)](#).

GCDC-WWS has taken responsibility for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by GCDC-WWS is authorized and is not prohibited under State, local, or tribal laws or regulations. [200.320\(a\)\(1\)\(iii\)](#)

GCDC-WWS may self-certify a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

1. A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit.
2. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks.
3. For public institutions, a higher threshold consistent with State law. [200.320\(a\)\(1\)\(iv\)](#)

Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. [200.320\(a\)\(1\)\(v\)](#)

Small purchases – At least three price or rate quotes must be obtained. The quote deemed most advantageous to GCDC-WWS, considering price, quality, service, and other relevant factors will be accepted. While written quotes are generally required, it is recognized that verbal or telephone quotes are sometimes necessary. In that event, the verbal or telephone quotes shall be recorded in writing. All quotes received, whether written or recorded verbal, will be filed within the associated project file. [200.320\(a\)\(2\)\(i\)](#)

Sealed bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction. In order for sealed bidding to be feasible, the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase description is available.
2. Two or more responsible bidders are willing and able to compete effectively for the business.
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

1. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids. For local, and tribal governments, the invitation for bids must be publicly advertised.

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
5. Any or all bids may be rejected if there is a sound documented reason. [200.320\(b\)\(1\)](#)

Proposals – A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical.
2. GCDC-WWS must have a written method for conducting technical evaluations of the proposals received and making selections.
3. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to GCDC-WWS with price and other factors considered.
4. GCDC-WWS may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort. [200.320\(b\)\(2\)](#)

Noncompetitive procurement - There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The aggregate dollar amount of the acquisition of property or services does not exceed the micro-purchase threshold.
2. The item is available only from a single source.
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation.

4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from GCDC-WWS.
5. After solicitation of a number of sources, competition is determined inadequate. [200.320\(c\)](#)

TIME-AND-MATERIALS CONTRACT

GCDC-WWS may use a time-and-materials type contract only after a determination that (1) no other contract is suitable and (2) if the contract includes a ceiling price, the contractor exceeds the price at its own risk. Time-and-materials type contract means a contract whose cost to GCDC-WWS is the sum of:

1. The actual cost of materials.
2. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, GCDC-WWS must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. [200.318\(j\)](#)

COST AND PRICE ANALYSIS

GCDC-WWS must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, GCDC-WWS must make independent estimates before receiving bids or proposals.

GCDC-WWS will need to not only ensure they perform an appropriate level of analysis, but also properly document the work that they did. Other requirements include:

1. Negotiating profit as a separate element of price when there is no price competition and in all cases when cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
2. Costs or prices based on estimated costs must comply with Federal Cost Principles in 2 CFR Subpart E.
3. Cost plus a percentage and percentage of construction costs contracts are disallowed. [200.324](#)

Price Analysis - Involves a comparison of the bottom-line price quoted by the offeror with prices paid on other contracts for the same or similar materials or services; a review of trade publications for comparability; a comparison of prices quoted by other respondents to the solicitation (does not apply to sole source contracts); and any other comparison available to GCDC-WWS. The purpose of price analysis is to determine that the price quoted is within range of acceptability to GCDC-WWS.

Cost Analysis - Involves an analysis of the individual elements of cost (as requested by the solicitation) as stated in the contractor's cost proposal. Examples of individual elements of cost include direct labor, fringe benefits, overhead (indirect costs), materials, travel, subcontracts, etc. [200.324](#)

PROCUREMENT REVIEW

GCDC-WWS will make available, upon request of the federal or pass-through entity, technical specifications on proposed procurements to ensure the item or service is the one being proposed for acquisition.

GCDC-WWS will make pre-procurement documents such as requests for proposal, invitations for bids, or independent cost estimates available upon request when:

1. Procurement processes or standards fail to comply with 2 CFR 200.
2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received.
3. The procurement is anticipated to exceed the Simplified Acquisition Threshold and specifies a brand name.
4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to any person or entity other than the apparent low bidder under a sealed bid procurement.
5. A proposed contract modification changes the scope or increases the scope by more than the Simplified Acquisition Threshold.

GCDC-WWS is exempt from this pre-procurement review if the federal agency or pass-through entity determines the systems meet the standards of 2 CFR 200.

GCDC-WWS may request that its procurement system be reviewed by the awarding agency to determine whether it meets these standards. Generally, these reviews occur where there is continuous high-dollar funding, and contracts are awarded on a regular basis. GCDC-WWS may also self-certify its procurement system, but such certification does not limit awarding agency right to review the system. GCDC-WWS must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review. [200.325](#)

BONDING REQUIREMENTS

Bonding is required for construction or facility improvement contracts/subcontracts exceeding the Simplified Acquisition Threshold to ensure that the Federal interest in the procurement is adequately protected. The minimum requirements are as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. It must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute the contract as required.

2. A performance bond on the part of the contractor for 100 percent of the contract price to secure fulfillment of all the contractor's requirements under the contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price to assure payment as required by law of all persons supplying labor and materials in performance of work specified in the contract. [200.326](#)

CONTRACT PROVISIONS

Federal Awards Provisions - In addition to other provisions required by the Federal agency or GCDC-WWS, all contracts made by GCDC-WWS under the Federal award must contain provisions covering the following, as applicable. [Appendix II to Part 200](#)

1. **Contract breach remedies and penalties** - Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. **Termination** - All contracts in excess of \$10,000 must address termination for cause and for convenience by GCDC-WWS in the manner by which it will be affected and the basis for settlement.
3. **Equal Employment Opportunity** - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis Bacon** - Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. GCDC-WWS must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. GCDC-WWS must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. GCDC-WWS must report all suspected or reported violations to the Federal awarding agency.

5. **Contract Work Hours and Safety Standards Act** - (40 U.S.C. 3701-3708) - Where applicable, all contracts awarded by GCDC-WWS in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement** - If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Clean Air Act** - (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Debarment and Suspension** - (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **Byrd Anti-Lobbying Amendment** - (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **Domestic preferences for procurements** - As appropriate and to the extent consistent with law, the GCDC-WWS should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). **Additional clause per 200.322**
11. **Procurement of recovered materials** - Where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, contractors must procure those items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, and procure solid waste management services in a manner that maximizes energy and resource recovery. **Additional clause per 200.323**
12. **Value Engineering** – Except for specifically determined reasons set forth by GCDC-WWS prior to solicitation of construction contracts, all contracts for construction projects of sufficient size offering reasonable opportunities for cost reductions shall use value engineering clauses. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. **Additional clause per 200.318(g)**

RECORD RETENTION 200.333

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of:

1. Three years from the date of submission of the final expenditure report or,
2. for Federal awards that are renewed quarterly or annually, three years from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

Except as set forth below, Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
5. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
6. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

Date Issued: 2/28/2022

Authorized and approved:

By: 

John F. O'Brien, PE, BCEE
Deputy Drain Commissioner

Policy 22-002
Genesee County Drain Commissioner
Division of Water and Waste Services
Conflicts of Interest Policy for Federal Awards
Adopted: February 22, 2022

PURPOSE

The purpose of this policy is to establish conflicts of interest guidelines when procuring goods, services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1). Genesee County Drain Commissioner, Division of Water and Waste Services (GCDC-WWS) employees, officers and agents are expected to use good judgment and avoid situations that create an actual or perceived conflict between their personal interests and those of GCDC-WWS. GCDC-WWS will follow future conflict of interest policy updates in accordance with local, state and federal guidelines and will adjust its procedures accordingly.

POLICY

This policy applies when procuring goods, services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee, officer or agent responsible for managing the federal financial assistance award shall review the award notices and agreements to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, agents and subrecipients of the requirements of this policy and any additional prohibitions or requirements.

No employee, officer or agent of GCDC-WWS shall participate directly or indirectly in the selection, award or administration of a federal award contract if a real or apparent conflict of interest exists. This type of conflict exists when one of the persons listed below has a financial or other interest in or receives a tangible personal benefit from a firm competing for the award:

1. An employee, officer or agent involved in the selection, award, or administration of the contract;
2. His/her immediate family; or,
3. His/her partner; or,
4. An organization which employs or is negotiating to employ any of these parties.

A financial interest shall not include the ownership, either individually or in a fiduciary capacity, unless the aggregate amount of such securities or beneficial interest in such securities, shall amount to 10% or more of any class of the securities of such corporation then issued and outstanding.

GRATUITIES AND FAVORS

No employee, officer, or agent involved in the Federal award shall solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Any employee, officer or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor and the Director/Commissioner. Cash, gift cards or cash equivalents shall not be accepted for any value.


VIOLATIONS

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor, Director/Commissioner and Federal awarding agency in writing. GCDC-WWS will obtain approval on the final determination of the conflict of interest from the Commissioner and Federal award agency.

Violations of this policy will be disciplined up to and including discharge per GCDC-WWS Division Policies and Work Rules effective September 1, 2006.

Dated Issued: 2/28/2022

Authorized and approved:

By: 
John F. O'Brien, PE, BCEE
Deputy Drain Commissioner



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

MEMORANDUM

To: Department Heads & Managers

From: John F. O'Brien, PE., BCEE, Director 

Re: Administration Policy 05-001 REV2
Project Design and Bid Process, Request for Proposals, Processing, and Equipment Procurement

Date: March 14, 2022

.....

The updated Policy and Procedure for the handling of projects and bids over \$30,000, Requests for Proposals between \$10,000 and \$30,000, and equipment procurement, will go into effect immediately, in order to bring consistency in how the Division handles these processes. This Policy should be thought of as a tool and guidance. The attached checklists should be a part of the submittal package. This will reduce approval time required for your projects.

An S-Permit shall be issued by the Engineering Department for all sanitary sewer and watermain infrastructure prior to bidding.

Work or Equipment Over \$30,000, or at the Discretion of the Department Head

- Obtain project number (refer to Administrative Policy 11-001REV2).
- Submit a complete bid package to the Engineering Department for review and approval. This shall include requirements for the bid to be returned to the Finance Department, to the attention of the Division Finance Officer. If the project is going to be administered by the Engineering Department, the entire process will be administered by engineering, i.e., from the start of the project through design and construction, to project closeout. All projects are to be administered through the Engineering Department unless authorized by the Director.
- Once approved by the Assistant Director of Engineering, the Advertisement shall be signed by the Drain Commissioner.
- The package will then be returned to the Project Manager who usually is in the Engineering Department. The bid date will be posted in the Drain Commissioner's calendar by the individual project manager and in the Finance Manager's calendar.
- The Advertisement shall be submitted to an array of reporting agencies, a copy of the Advertisement shall be submitted to the appropriate areas, i.e., the Finance Department, the Accounts Receivable group, and the appropriate parties distributing plans and specifications.
- Unless specific approved is received by the Director, all projects will be publicly bid. "Invitation Only" are for projects that are usually specific in nature and are not constructed by a general contractor or other special circumstances.
- At the time of publicly opening sealed bids, the Division Finance Officer will bring all sealed bids to the location for public opening of bids. No bids shall be accepted after the due date. Once the bids are read, the apparent low bidder will be identified.
- Verify the project is within budget limits.

March 14, 2022

- A copy of the bid outcome will then get sent to the Customer Service Representative for reference, and a copy will be given to the Drain Commissioner, Director, and Assistant Director of Engineering.
- All bids are reviewed and certified by the project manager, who will then submit a recommendation to the Assistant Director of engineering for approval by the Director and the Drain Commissioner.

Work or Equipment Between \$10,000 and \$30,000 or at the Discretion of the Department Head

- Submit a cost opinion and supporting documents for review to the Department Head.
- If necessary, an S-Permit shall be issued by the Engineering Department prior to obtaining quotes.
- At the discretion of the Department Head, submit a complete quote package to the Assistant Director of Engineering for review and approval. This shall include requirements for the quote to be returned to the Finance Department, to the attention of the Finance Manager.
- A project that consists of work under \$30,000, but greater than \$10,000, will require a Request for Proposal (RFP), and a minimum of three proposals from contractors will be required. The RFP Process shall occur in the same fashion as a regular quote; however, it can be advertised through the Director or Assistant Director of Engineering. These quotes may utilize a public bid opening.
- The quote document shall provide a date for a one-day onsite meeting to address any questions or concerns regarding the project so that all potential providers will receive the same information.
- All quotes are reviewed by the project manager, who is assigned by the Department Head, who will then submit a recommendation to the Assistant Director of Engineering for approval by the Director and the Drain Commissioner.

Under \$10,000 Equipment, Parts, and Inventory or at the Discretion of the Department Head

- Submit account number, providing support for funding.
- An RFP is sent. The project manager can receive sealed quotes for equipment procurement.
- A minimum of three proposals from Contractors shall be required.

Emergency Work – Over Pending Limit

- Obtain authorization from the Director. Paperwork is to follow 48-hours after the emergency has been contained.
- Work such as:
 - SCADA
 - Pump/Motor Repairs
 - VFD Replacement
 - Sanitary Sewer Excavation Repairs
 - Etc.

NOTE: All contracts, RFPs, etc., shall be signed by the Drain Commissioner, Director, or his designee.

Attachment D.1
ARPA Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements.

___ Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County American Rescue Plan Act projects/ or Federal Requirements.

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures
 - ___ Genesee County MBE/WBE/HBE Outreach Form
 - ___ Genesee County Certified Businesses and Minority Directory

- Applicable Federal Acts, Guidelines, and Orders
 - Architectural Barriers Act of 1968 Provision
 - Accessibility Guidelines for Building and Facilities
 - Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - Wetlands Protection Clause Executive Order 11990
- Davis-Bacon Act Requirements
 - Project Wage Decision

Contract:

"The Contractor acknowledges that this project is funded through an American Rescue Plan Act grant from the U.S. Department of Treasury."

Grant Compliance

Prevailing Wage. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purposed of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

The Federal Labor Standards Provisions and the wage decision for this project are attached.

Equal Employment Opportunity. The Equal Employment Opportunity requirements (Executive Order 11246, as amended- 41 CFR Part 60-1.4(b)) are detailed)

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

Participation Goals for Minorities and Females

Minority/Women/Handicap Business Enterprises. The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form.

A list of references for locating a MBE/WBE/HBE

___*Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed **comply with the “Architectural and Transportation Accessibility Compliance Board Guidelines** under the Authority of the Architectural Barriers Act of 1968, as amended.

___*Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at [this link](#). This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *Wetlands Protection Clause.* Wetlands Protection Clause (Executive Order 11990) is included.

Attachment D.2

ARPA Projects Under \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates

3 Price Quotes

At least 1 of 3 was Minority/Women/Handicap Business Enterprise

Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

N/A or Pre-Construction Meeting Minutes/ Notes

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

Contract Dollar Amount: \$ _____

Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employment Utilization Report

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment D.3

ARPA Projects Over \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Bidding Process

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Federal Funding Reference Included in Bid Advertisement

Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification 10 9 8 7 6 5 4 3 2 1 days Prior to Bid Opening:

No Modification

Modification – Do not have reasonable time to notify bidders Report included in file

Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

Minority/Women/Handicap Business Enterprise Outreach Form Completed

Bid Tabulation

Other Notes:

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

- N/A or Pre-Construction Meeting Minutes/ Notes
- Includes Date and Place of Conference
 - Includes Project Name, Location and Description
 - Includes Name of Contractor
 - Includes Contract Amount
 - Includes Wage Determination Number
 - Includes Summary of Items Covered
 - Includes List of Attendees

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

If No - Wage Decision Verification:

- No Modification
- Modification

If Modification:

General Decision Number: _____

Modification Number and Date: _____

Local Unit Notified on: _____

Bidders Notified on: _____

Contract Dollar Amount: \$ _____

- Signed Construction Contract
- Includes Labor Standard Provisions
 - Includes Wage Decision, Including Modifications

Notice to Proceed Letter

- N/A or Contract Change Orders (Only Allowed After the Start of Construction)
- Approved at Official Meeting
 - Signed by Contractor
 - Added as Addendum to Contract
 - Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____

Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E

Minority/Women/Handicap Business Enterprise Procurement Procedures Genesee County American Rescue Plan Act (ARPA) Program

Projects assisted with Genesee County American Rescue Plan Act (ARPA) funds must comply with Program procurement standards. Federal regulations contained at 2 CFR Part 200 require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: http://gcmopc.org/wp-content/uploads/2020/02/DBE.MBE_WBE-Business-Listing.pdf to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F

Genesee County MBE/WBE/HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

Written Bid Received: YES NO Amount: _____

Were they Selected for Contract?: YES NO

If No, Why? _____

MBE/WBE/HBE: YES NO

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Attachment G

Federal Award Information
Genesee County American Rescue Plan Act (ARPA) Program

1) Recipient Name: _____

2) Recipient's Unique Entity Identifier: _____

3) Unique Federal Award Identification Number (FAIN): _____

4) Federal Award Date: _____

5) Period of Performance Start and End Date: _____

6) Amount of Federal Funds Obligated by this action: _____

7) Total Amount of Federal Funds Obligated: _____

8) Total Amount of the Federal Award: _____

9) Budget Approved by the Federal Awarding Agency: _____

10) Total Approved Cost Sharing or Matching where applicable: _____

11) Federal Award Project Description:

12) Name of federal awarding agency and contact information for awarding official: _____

13) CFDA Number and Name: _____

14) Identification of whether the award is R & D: _____

15) Indirect Cost Rate for the Federal Award: _____

Attachment H

What Documentation Do I Keep in ARPA Project Files?

During On-site File Monitoring, GCMPC staff will look for all ARPA files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a ARPA project is highly recommended. **Each ARPA project should have its own project folder. Genesee County requires record retention at least five years beginning from the date when the contract is executed.

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- o Conflict of Interest Policy
- o Certificate of Insurance (Liability Insurance)
- o Internal Controls
- o Chart of Accounts showing line item for ARPA
- o SAM.gov registration

Documentation that should be in every project folder:

- o Project Application: Save a copy of the project application in each project folder.
 - o Public hearing publication, minutes, and sign-in sheet
 - o Board resolution and/or meeting minutes for approval of proposed projects
- o Contract:
 - o Original signed contract
 - o Any signed contract amendment(s)
 - o Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- o Reimbursement requests:
 - o Attachment A – Payment Request Form
 - o Attachment B – ARPA Project Quarterly Reporting Form
 - o Backup documentation (includes proof of purchase, proof of payment, etc.)
 - o It is important that a copy of any payment checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. Public Service Projects: Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.
2. Construction Projects:

- a) Municipal staff or Genesee County Water and Waste Services staff used to complete work
 - o Service Agreement/Contract between GCWWS and local unit and/or notification from GCWWS that they will be carrying out the project
 - o Any invoices from GCWWS that should have been included with the payment request
- b) Contractor used to complete work
 - o Bid advertisement and wage decision
 - o Minority outreach and Section 3 documentation (if applicable)
 - o Bids received
 - o Bid Tabulation Chart showing award to lowest responsible bidder
 - o Board Resolution and or meeting minutes accepting bid award
 - o Service agreement/contract between prime contractor and Local Unit of Government

For more information on construction procurement, review the Genesee County Bid Procedures. This is included with ARPA contracts or can be requested from your project manager.

Attachment I

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo.