



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Community & Economic Development Committee
Agenda

Wednesday, August 13, 2025

5:30 PM

324 S. Saginaw St, Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2101](#) Approval of Meeting Minutes - July 16, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2052](#) Approval of a Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Mass Transportation Authority (MTA)
2. [RES-2025-2056](#) Approval of an agreement between the Genesee County and the GLS Region V Planning and Development Commission, in the amount of \$126,795.00, to provide for staff services for regional transportation planning activities; the funding for this agreement is grant funded

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2101

Agenda Date: 8/13/2025

Agenda #:

Approval of Meeting Minutes - July 16, 2025



GENESEE COUNTY
— M I C H I G A N —

Genesee County Community & Economic Development Committee Meeting Minutes

Wednesday, July 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Brown called the meeting to order at 5:32 PM.

II. ROLL CALL

Present: Beverly Brown, Dale K. Weighill, James Avery and Brian K. Flewelling

Absent: Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1974](#) Approval of Meeting Minutes - June 11, 2025

RESULT: APPROVED

MOVER: Dale K. Weighill

SECONDER: James Avery

Aye: Chairperson Brown, Vice Chair Weighill,
Commissioner Avery and Commissioner Flewelling

Absent: Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-442](#) 2024 Consolidated Annual Performance Evaluation Report (CAPER)
- Derek Bradshaw, Director of Planning

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1939](#) Approval of an agreement between Genesee County and The Sports Facilities Companies, in an amount not to exceed \$44,800.00, to provide detailed market research, opinion of cost, and pro forma for a potential sports complex; the cost of this agreement will be paid from the Accommodations Tax Fund

RESULT: REFERRED

MOVER: Dale K. Weighill

SECONDER: Brian K. Flewelling

Aye: Chairperson Brown, Vice Chair Weighill,
Commissioner Avery and Commissioner Flewelling

Absent: Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 5:39 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2052

Agenda Date: 8/13/2025

Agenda #: 1.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of a Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Mass Transportation Authority (MTA)

BOARD ACTION REQUESTED:

Staff is requesting approval of the pass through agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Mass Transportation Authority (MTA). Staff is also requesting approval for Genesee County Board Chairperson, Delrico Loyd, to sign the agreement.

BACKGROUND:

Every year the Federal Transit Administration (FTA) provides an allocation of federal transit planning funds to GCMPC. GCMPC passes through a portion of these funds to the MTA for transit planning activities related to the implementation of the Genesee County Unified Work Program (UWP). The Michigan Department of Transportation (MDOT) requires a formal agreement between GCMPC and the MTA in order for the MTA to be reimbursed for work completed.

DISCUSSION:

An agreement between MTA and GCMPC in the amount of \$94,117 in federal funding is attached. This funding is represented in the FY 2026 GCMPC draft budget (account number 2324-734.01-804.000).

IMPACT ON HUMAN RESOURCES:

This agreement will have no impact on human resources.

IMPACT ON BUDGET:

Funding related to this agreement to be passed through to the MTA is represented in the FY 2026 GCMPC draft budget.

IMPACT ON FACILITIES:

This agreement will have no impact on facilities.

IMPACT ON TECHNOLOGY:

This agreement will have no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

Transit studies funded in the upcoming year will identify solutions to address current and future transit challenges and the ability to pursue alternative fuel grant opportunities which will help to achieve Genesee County's priority of healthy, livable & safe communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into a Pass Through Agreement between Genesee County, through the Genesee County Metropolitan Planning Commission (GCMPC), and the Mass Transportation Authority (MTA), whereby the GCMPC will pass-through Federal Transit Administration Authority transit planning funds to the MTA for the term commencing October 1, 2025, through September 30, 2026, in the amount of \$94,117.00 to be paid from account 2324-734.01-804.000, is approved (a copy of the memorandum and supporting documentation being on file with the official records of the August 13, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to execute the Pass Through Agreement on behalf of Genesee County.

**PASS THROUGH AGREEMENT BETWEEN
THE MASS TRANSPORTATION AUTHORITY AND
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION**

THIS AGREEMENT, made and entered into this ____ day of _____ 2025 by and between The Mass Transportation Authority (hereinafter, together with its assignees and successors in interest, called the "SUBCONTRACTOR") and Genesee County Metropolitan Planning Commission - a Local Planning Commission; 1101 Beach Street, Room 111, Flint, Michigan 48502 (hereinafter referred to as "GCMPC" or "AGENCY"). All terms and conditions of the prime contract **2024-0003**, between the AGENCY and the Michigan Department of Transportation (hereinafter referred to as the "DEPARTMENTS") are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2024-0003**, the prime contract prevails.

WITNESSETH:

WHEREAS, pursuant to Title 23 United States Code (USC) 134 and Title 49 USC 1607, as amended, a metropolitan planning organization, hereinafter referred to as the "MPO," will be designated for each urbanized area with a population of more than fifty thousand (50,000) by agreement between the governor and the units of general purpose local governments to carry out the transportation planning process; and

WHEREAS, the governor of the State of Michigan and the units of general purpose local government have agreed that GCMPC will be the designated MPO to receive federal and/or state funds that may become available for metropolitan transportation planning activities; and

WHEREAS, pursuant to Title 23 USC, certain Federal Highway Administration (FHWA) funds are to be made available to GCMPC, and certain other FHWA funds may, at the discretion of MDOT, be made available to GCMPC; and

WHEREAS, pursuant to Title 49 USC, certain Federal Transit Administration (FTA) funds are to be made available to GCMPC, and certain other FTA funds may, at the discretion of the MDOT, be made available to GCMPC, and

WHEREAS, certain State of Michigan funds allocated to MDOT may be made available to GCMPC for planning purposes; and

WHEREAS, GCMPC is authorized and qualified to design and conduct a continuing comprehensive cooperative metropolitan transportation planning process, to be described in a unified work program, hereinafter referred to as the "UWP," on its own behalf and for the FHWA, the FTA, and/or the MDOT; and

WHEREAS, SUBCONTRACTOR desires to have the continuing cooperation of GCMPC in the UWP, and GCMPC, having an interest in the development of the UWP as it relates to transportation planning in the SUBCONTRACTOR service area, desires to cooperate with SUBCONTRACTOR; and

WHEREAS, GCMPC, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the SUBCONTRACTOR;

NOW, THEREFORE, GCMPC and SUBCONTRACTOR agree that:

SUBCONTRACTOR WILL:

1. PERFORMANCE OF THE UWP

Perform and carry out the duties and obligations necessary to the performance of the Section 134 Metropolitan Planning Process as described in the GCMPC UWP, as financed by Metropolitan Planning Funds (PL). Each year a UWP will be prepared by SUBCONTRACTOR and GCMPC detailing specific tasks and specific monetary amounts on an annual basis and, upon approval by the Genesee County Metropolitan Alliance and MDOT, will by reference be made a part of this Agreement as Exhibit A or a yearly supplement thereto and will be labeled to indicate the time period involved.

MDOT and GCMPC reserve the right to advise on and approve of each UWP transit related project and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP transit related project that, in total or in part, are financed with funds from the FHWA, the FTA, or MDOT. The progress of work that involves the FHWA, the FTA, or MDOT participation will be subject to review and inspection at any reasonable time, upon request, by representatives of the MDOT, GCMPC, the FHWA, or the FTA.

Events that have a significant impact on the UWP will be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays, or adverse conditions that will materially affect the ability to obtain program objectives. This disclosure will be accompanied by a statement of action taken or contemplated.

2. DOCUMENT PUBLICATION

Assume the lead or supporting responsibility, as mutually agreed by SUBCONTRACTOR and GCMPC, for the development and publication of various documents to be prepared, as described in Title 23 of the Code of Federal Regulations (CFR), Section 450.312. These include the Transportation Plan, the Transportation Improvement Program, the UWP, and other publications documenting the results of the planning process as shown in the UWP.

3. COMMITTEE PARTICIPATION

Maintain policy and technical committee structures that will ensure that the decision-making process involves participation by local units of government and officials of agencies that administer or operate major modes or systems of transportation acting in a coordinated manner.

4. PUBLIC PARTICIPATION

Make reasonable efforts toward involving the public in major phases of the metropolitan transportation planning process as specified in 23 USC 134.

5. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

Base actual performance of the specific tasks contained in each year's UWP upon the approval of project authorizations, hereinafter referred to as the "PROJECT AUTHORIZATIONS," setting forth

the federal and state funds available for the UWP. Approval is subject to specific activities and cost estimates being approved by the FHWA and the FTA for each fiscal year.

6. ESTIMATED COSTS AND PARTICIPATION

Not incur costs in excess of the estimated total yearly cost of those portions of each UWP participated in by FHWA, FTA, and/or MDOT and for which FHWA, FTA, and MDOT, funds are available without the prior written approval of MDOT and GCMPC, FHWA and/or FTA in the form of a PROJECT AUTHORIZATION and written transmittal letter.

The total cost reimbursable by GCMPC to SUBCONTRACTOR for the conduct of the UWP will be set forth in the UWP.

In that portion of the UWP to be participated in by FHWA and FTA, the transfer of funds between individual major areas of the UWP will not increase or decrease an individual major work area by more than twenty-five percent (25%) of the total estimate for a major area without the prior written approval of FHWA, FTA, and MDOT representatives, as applicable. Major areas are defined as being combinations of work items as set forth in the UWP.

7. ACCOUNTS AND RECORDS

- a. SUBCONTRACTOR will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. SUBCONTRACTOR will maintain the RECORDS for at least three (3) years from the date of final payment made by GCMPC under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, SUBCONTRACTOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. GCMPC and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, SUBCONTRACTOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

8. AUDIT OF ACCOUNTS AND RECORDS

- a. The AGENCY will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.

- c. UWP records are to be kept available in accordance with 49 CFR Part 18, as amended.
- d. Audit and Inspection. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
 - iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
 - iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

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

With a copy to:

Michigan Department of Transportation
Bureau of Transportation Planning
Statewide Transportation Planning Division
P.O. Box 30050
Lansing, MI 48909
 - v. Agencies will also comply with applicable state laws and regulations relative to audit requirements.

- vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- e. The provisions set forth in subsections (a), (b), (c), and (d) above will be included in all contracts and subcontracts relating to this Agreement.

9. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to GCMPC on work accomplished on the UWP. Progress reports will be in a form and manner acceptable to GCMPC. A billing and progress report will be submitted not later than thirty (30) days after the end of each billing period.

SUBCONTRACTOR agrees that the costs reported to GCMPC for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. SUBCONTRACTOR also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

10. FINAL REPORT

Submit a final performance report covering the UWP accomplishments not later than ninety (90) days following the end of the UWP time period.

11. INDEMNIFY AND SAVE HARMLESS

Each party to this agreement will remain responsible for any claims arising out of that party's performance of this agreement, as provided for in this agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

12. APPRAISAL OF UWP

Through the GCMPC staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that, in total or in part, are financed with funds from FHWA, or the FTA.

13. STAFF REPRESENTATIVE

Provide a GCMPC staff representative to assist or otherwise advise SUBCONTRACTOR in the performance of its transportation planning responsibilities as provided herein.

14. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

15. CONSIDERATION OF TRANSPORTATION

Recognize the SUBCONTRACTOR transportation system plans in its programming of projects, especially those identified in the Transportation Improvement Program.

16. REIMBURSABLE COSTS

Reimburse SUBCONTRACTOR for all actual direct and indirect costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87, subject to the following conditions.

- a. Computer Services - Use of computer services will be at regularly established rates, which will not be in excess of rates charged to other users. Payment will be for exact charges, without markup. Increases will not result in costs to the GCMPC exceeding the total yearly costs set forth in Exhibit A or the yearly supplement thereto.
- b. Travel and Subsistence - Reimbursement for travel in relation to the UWP will be on an actual cost basis, in accordance with State of Michigan travel policy.
- c. SUBCONTRACTOR will not be paid for costs attributable to correction of errors and omissions occasioned by the GCMPC or MDOT.

17. REIMBURSEMENT TO SUBCONTRACTOR FOR COSTS INCURRED

GCMPC hereby agrees that payment to the Contractor shall be made within (10) days of the receipt of payment from the State of Michigan.

18. AUDIT

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

Within sixty (60) days after the date of the Notice of Audit Results, SUBCONTRACTOR will (a) respond in writing to GCMPC indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and GCMPC a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, SUBCONTRACTOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by GCMPC and MDOT. The RESPONSE will refer to and apply the language of the Agreement. SUBCONTRACTOR agrees that failure to submit a

RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes GCMPC and MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

19. INCREASE IN COSTS

Any changes or additions to those portions of each UWP transit project participated in by MDOT, FHWA, and/or the FTA that will cause an increase in yearly total costs will require the prior written approval of GCMPC, MDOT, FHWA, and/or the FTA and the processing of a revised PROJECT AUTHORIZATION and written transmittal letter.

20. ADDITIONAL COSTS

Additional specialized services to be performed by SUBCONTRACTOR after approval of the PROJECT AUTHORIZATION and not set forth in the UWP will require approval by GCMPC, MDOT, and FHWA or FTA in the form of a revision to that UWP and, if applicable, a revised PROJECT AUTHORIZATION, budget, and written transmittal letter.

21. PROMPT PAYMENT

SUBCONTRACTOR agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment SUBCONTRACTOR receives from GCMPC. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

SUBCONTRACTOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

22. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA in costs incurred by the SUBCONTRACTOR in the performance of the UWP. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to GCMPC for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the SUBCONTRACTOR.

23. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

24. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

SUBCONTRACTOR will comply with and will require any contractor or subcontractor to comply with the following:

- a. In connection with the performance of the Agreement, SUBCONTRACTOR (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, SUBCONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof.
- c. SUBCONTRACTOR will carry out the applicable requirements of the MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing SUBCONTRACTOR to operate under the provisions of its own MDOT-approved DBE program.
- d. SUBCONTRACTOR will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.
- e. SUBCONTRACTOR further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

25. REPORTS AND PUBLICATION

If any results of those portions of the UWP participated in by FHWA or FTA are published by SUBCONTRACTOR, costs of publication may be included as a participating cost.

- a. Prior to such publication, SUBCONTRACTOR will submit all manuscripts for the review and approval of GCMPC and MDOT and review by FHWA or FTA. Such review and acceptance is for GCMPC and MDOT's own purposes and does not relieve SUBCONTRACTOR from claims arising out of such publication.
- b. In the event the parties fail to agree on a final draft of a manuscript, GCMPC or MDOT may publish independently results of those portions of the UWP participated in by FHWA or FTA, but will set forth in such publication the SUBCONTRACTOR nonconcurrence, if so desired by SUBCONTRACTOR.
- c. Any publication will give proper credit to all parties in this Agreement for the cooperative character of the UWP.

26. REPORT LANGUAGE

All reports published by SUBCONTRACTOR will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

27. PUBLICATION OF FUNDAMENTAL WORKS

The foregoing terms (as set forth in Sections 27 and 28) do not preclude the publication by SUBCONTRACTOR of results of any UWP work that is in the nature of fundamental or general principals. Manuscripts in this category will be submitted to GCMPC, MDOT, and FHWA or FTA for approval prior to publication.

28. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in SUBCONTRACTOR with full rights of free access and use thereto guaranteed to GCMPC, MDOT, FHWA and FTA, and/or all other participating agencies.

29. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of SUBCONTRACTOR. SUBCONTRACTOR will obtain the written approval of the MDOT prior to submitting applications in the name of SUBCONTRACTOR for copyrights or patents on any papers, reports, forms, or other materials that are a part of the SUBCONTRACTOR work as above noted under this Agreement, said approval

being necessary before, during, and after the performance of said work by SUBCONTRACTOR with respect to this Agreement. GCMPC, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

30. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, SUBCONTRACTOR, in performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of SUBCONTRACTOR or the name of a subcontractor, manufacturer, or supplier utilized by SUBCONTRACTOR in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

31. EQUIPMENT

Major items of equipment purchased for use on the UWP may be included in the UWP as direct costs. Participation in the cost of such equipment by MDOT and FHWA or FTA will be limited to the amount of depreciation during the period of use on the UWP as ascertained at the completion of the study. Eligibility for MDOT and FHWA or FTA participation are based on the following:

- a. The equipment is not of a nature normally used or required in SUBCONTRACTOR regular operations.
- b. The equipment is required for and will be used primarily on work related to the UWP.
- c. The cost of the equipment is considered to be reasonable by GCMPC, MDOT, and FHWA or FTA.
- d. SUBCONTRACTOR will furnish to GCMPC a certification stating that the equipment has not been included under indirect costs.

32. ENVIRONMENTAL

For agreements in excess of One Hundred Fifty Thousand Dollars (\$150,000.00):

- a. SUBCONTRACTOR stipulates that any facility to be utilized in the performance of this Agreement, unless such agreement is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Pub. L. 101-549), and/or under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR part 15), is not listed on the date of agreement award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
- b. SUBCONTRACTOR agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to SUBCONTRACTOR and Services under this Agreement.

- c. SUBCONTRACTOR will promptly notify GCMPC, MDOT, and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communications from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
- d. SUBCONTRACTOR agrees to include or cause to be included the requirements of the preceding three paragraphs, (a), (b), and (c) in every nonexempt subcontract.

33. INDIVIDUALS WITH DISABILITIES

SUBCONTRACTOR agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

34. CERTIFICATION

SUBCONTRACTOR signature on this Agreement constitutes SUBCONTRACTOR certification of “status” under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to SUBCONTRACTOR (referred to in Appendix A as “the prospective primary participant”).

SUBCONTRACTOR is responsible for obtaining the same certification from all subcontractors under this Agreement by inserting the following paragraph in all subcontracts:

“The subcontractor’s signature on this Agreement constitutes the subcontractor’s certification of ‘status’ under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29.”

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which SUBCONTRACTOR enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

35. LOBBYING

If SUBCONTRACTOR receives federal funds in excess of One Hundred Thousand Dollars (\$100,000.00), SUBCONTRACTOR must submit the certification statement contained in 49 CFR Part 20, Appendix A, incorporated herein by reference as if the same were repeated in full herein, as part of this agreement. If non-federal funds are used for lobbying purposes by other than a regular employee of SUBCONTRACTOR, the disclosure form in 49 CFR Part 20, Appendix B, must be submitted as part of this agreement.

36. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by GCMPC and MDOT will not be construed as a warranty or assumption of liability on the part of GCMPC and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of GCMPC and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by GCMPC and MDOT will not relieve SUBCONTRACTOR of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by GCMPC and MDOT to be construed as a warranty as to the propriety of SUBCONTRACTOR performance but are undertaken for the sole use and information of GCMPC and MDOT.

37. TERMINATION

GCMPC may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to SUBCONTRACTOR. SUBCONTRACTOR will be reimbursed in accordance with the following:

a. Termination for Convenience:

If GCMPC terminates this Agreement for convenience, GCMPC will give SUBCONTRACTOR written notice of such termination thirty (30) days prior to the date of such termination, and SUBCONTRACTOR will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the UWP. GCMPC will receive the work product produced by SUBCONTRACTOR under this Agreement up to the time of termination, prior to SUBCONTRACTOR being reimbursed. In no case will the compensation paid to SUBCONTRACTOR for partial completion of services exceed the amount SUBCONTRACTOR would have received had the services been completed.

b. Termination for Cause:

In the event SUBCONTRACTOR fails to complete any of the services in a manner satisfactory to GCMPC, GCMPC may terminate this Agreement. Written notice of termination will be sent to SUBCONTRACTOR. SUBCONTRACTOR will be reimbursed as follows:

SUBCONTRACTOR will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. GCMPC may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by GCMPC based on actual cost incurred up to the estimated value of the work product received by GCMPC, as determined by GCMPC. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the UWP. GCMPC will receive the work product produced by SUBCONTRACTOR under this Agreement up to the time of termination, prior to SUBCONTRACTOR being reimbursed. In no case will the compensation paid to SUBCONTRACTOR for partial completion of the services exceed the amount SUBCONTRACTOR would have received had the services been completed.

In the event that termination by GCMPC is necessitated by any wrongful breach, failure, default, or omission by SUBCONTRACTOR, GCMPC will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to SUBCONTRACTOR under this Agreement, as well as any other existing or future contracts or agreements between SUBCONTRACTOR and GCMPC, for any and all damages and costs incurred or sustained by GCMPC as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the SUBCONTRACTOR. In the event of termination of this Agreement, GCMPC may procure the professional services from other sources and hold SUBCONTRACTOR responsible for any damages or excess costs occasioned thereby.

38. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet SUBCONTRACTOR obligation to GCMPC under this Agreement, SUBCONTRACTOR hereby irrevocably assigns its

right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and GCMPC due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

SUBCONTRACTOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and GCMPC with regard to claims based on goods or services that were used to meet the SUBCONTRACTOR obligation to GCMPC under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

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

39. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 10/01/25 through 09/30/26 for the federal amount not to exceed \$94,117.

40. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of SUBCONTRACTOR and GCMPC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: _____
Title: Genesee County Board of Commissioners Chairperson

THE MASS TRANSPORTATION AUTHORITY

By: _____
Title: General Manager

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

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

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

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

Revised June 2011

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

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

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

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

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

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

Attachment A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

MICHIGAN DEPARTMENT OF TRANSPORTATION
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
MASTER AGREEMENT

This Agreement is made and entered into by and between the Michigan Department of Transportation (MDOT) and the Genesee County Metropolitan Planning Commission (AGENCY) for the purpose of fixing the rights and obligations of the parties in agreeing to participate in a continuing cooperative comprehensive metropolitan transportation planning process.

Recitals:

Pursuant to Title 23 United States Code (USC) 134 and Title 49 USC 1607, as amended, a metropolitan planning organization (MPO) will be designated for each urbanized area with a population of more than fifty thousand (50,000) by agreement between the governor and the units of general purpose local governments to carry out the transportation planning process; and

The governor of the State of Michigan and the units of general purpose local government have agreed that the AGENCY will be the designated MPO to receive federal and/or state funds that may become available for metropolitan transportation planning activities; and

Pursuant to Title 23 USC, certain Federal Highway Administration (FHWA) funds are to be made available to the MPO, and certain other FHWA funds may, at the discretion of MDOT, be made available to the MPO; and

Pursuant to Title 49 USC, certain Federal Transit Administration (FTA) funds are to be made available to the MPO, and certain other FTA funds may, at the discretion of MDOT, be made available to the MPO; and

Certain State of Michigan funds allocated to MDOT may be made available to the MPO for planning purposes, with or without MPO matching funds; and

The AGENCY is authorized and qualified to design and conduct a continuing comprehensive cooperative metropolitan transportation planning process, to be described in a unified work program (UWP) on its own behalf and for the FHWA, the FTA, and/or MDOT; and

The AGENCY desires to have the continuing cooperation of MDOT in the UWP, and MDOT, having an interest in the development of the UWP as it relates to transportation planning in metropolitan areas, is willing to cooperate with the AGENCY; and

MDOT, in cooperation with the FHWA and the FTA, desires to enter into an agreement with the AGENCY.

MDOT and the AGENCY agree that:

1. PERFORMANCE OF THE UWP

The AGENCY will perform and carry out the duties and obligations necessary to the performance of the Section 134 Metropolitan Planning Process as described in the UWP, as financed by Metropolitan Planning Funds. Each year, or biennially with the approval of the FHWA, a UWP will be prepared that details specific tasks and specific monetary amounts that, upon approval by the official designated MPO and MDOT, will by reference be made a part of this Agreement as Exhibit A or a yearly supplement thereto and will be labeled to indicate the time period involved.

MDOT, through MDOT's staff representative, reserves the right to advise on and approve of each UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that are financed in whole or in part with funds from the FHWA, the FTA, and/or MDOT. The progress of work that involves FHWA, FTA, and/or MDOT participation will be subject to review and inspection at any reasonable time, upon request, by representatives of the FHWA, FTA, and/or MDOT.

Events that have a significant impact on the UWP will be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays, or adverse conditions that will materially affect the AGENCY's ability to obtain program objectives. This disclosure will be accompanied by a statement of action taken or contemplated.

2. DOCUMENT PUBLICATION

The AGENCY will assume the lead or supporting responsibility, as mutually agreed by the AGENCY and MDOT, for the development and publication of various documents to be prepared, as described in Title 23 of the Code of Federal Regulations (CFR) Part 450, Subpart C. These include the Metropolitan Transportation Plan, the Transportation Improvement Program, the UWP, the Transit Development Plan, the State Implementation Plan, and other publications documenting the results of the planning process as shown in the UWP.

3. COMMITTEE PARTICIPATION

The AGENCY will maintain policy and technical committee structures that will ensure that the decision-making process involves participation by local units of government and officials of agencies that administer or operate major modes or systems of transportation acting in a coordinated manner.

4. PUBLIC PARTICIPATION

The AGENCY will make reasonable efforts to involve the public in major phases of the metropolitan transportation planning process, as specified in 23 USC 134.

5. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

The AGENCY will perform the specific tasks contained in each year's UWP upon receipt of approved project authorizations (PROJECT AUTHORIZATIONS) that set forth the federal and state funds available for the UWP and written transmittal letters from MDOT. Approval is subject to specific activities and cost estimates being approved by the FHWA and the FTA for each fiscal year.

6. ESTIMATED COSTS AND PARTICIPATION

The AGENCY will not incur costs in excess of the estimated total yearly cost of those portions of each UWP participated in by the FHWA, the FTA, and/or MDOT and for which FHWA, FTA, and/or MDOT funds are available without the prior written approval of MDOT and the FHWA and/or the FTA in the form of a PROJECT AUTHORIZATION and a written transmittal letter.

The total cost reimbursable by MDOT to the AGENCY for the conduct of the UWP will be set forth in the UWP.

MDOT funds in the PROJECT AUTHORIZATIONS made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is made. In the event that funding is not provided pursuant to annual state legislation, there will not be a program or PROJECT AUTHORIZATIONS for that year.

In that portion of the UWP to be participated in by the FHWA and the FTA, the transfer of funds between individual major areas of the UWP will not increase or decrease an individual major work area by more than twenty percent (20%) of the total estimate for a major area without the prior written approval of the FHWA, the FTA, and MDOT, as applicable. Major areas are defined as being combinations of work items as set forth in the UWP.

7. ACCOUNTS AND RECORDS

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

8. AUDIT OF ACCOUNTS AND RECORDS

- a. The AGENCY will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. UWP records are to be kept available in accordance with 49 CFR Part 18, as amended.
- d. Audit and Inspection. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51,

MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.

- i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
- ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
- iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
- iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

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

With a copy to:

Michigan Department of Transportation
Bureau of Transportation Planning
Statewide Transportation Planning Division
P.O. Box 30050
Lansing, MI 48909

- v. Agencies will also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- e. The provisions set forth in subsections (a), (b), (c), and (d) above will be included in all contracts and subcontracts relating to this Agreement.

9. BILLINGS AND PROGRESS REPORTS

The AGENCY will submit monthly billings and progress reports to MDOT for work accomplished on the UWP. At the option of the AGENCY, by written notification to MDOT's staff representative, quarterly billings and progress reports may be submitted in lieu of monthly submissions, subject to prior written approval from MDOT. Progress reports will be submitted in a form and manner acceptable to MDOT. A billing and a progress report will be submitted no later than sixty (60) days after the end of each billing period. A final billing will be submitted no later than ninety (90) days after completion of the UWP and will be labeled as the final billing. The initial billing will not be reimbursed until after the approval date indicated in the PROJECT AUTHORIZATION transmittal letter as prepared and submitted by MDOT.

The AGENCY agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

10. FINAL REPORT

The AGENCY will submit to MDOT a final performance report covering the UWP accomplishments not later than ninety (90) days following the end of the UWP time period.

11. LIABILITY

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

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

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

12. INSURANCE

The AGENCY will provide, at UWP cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the AGENCY's operations under this Agreement.

13. MDOT STAFF REPRESENTATIVE

MDOT will provide a MDOT staff representative to assist or otherwise advise the AGENCY in the performance of its transportation planning responsibilities as provided herein.

14. APPRAISAL OF UWP

MDOT will, through MDOT's staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that are financed in whole or in part with funds from the FHWA, the FTA, or MDOT.

15. DOCUMENT APPROVAL

MDOT will develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

16. CONSIDERATION OF TRANSPORTATION SYSTEMS

MDOT will recognize the AGENCY's transportation system plans in its programming of projects, especially those identified in the Transportation Improvement Program.

17. REIMBURSABLE COSTS

MDOT will reimburse the AGENCY for all actual direct and indirect costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of 2 CFR Part 200, subject to the following conditions:

- a. Computer Services - Use of computer services will be at regularly established rates, which will not be in excess of rates charged to other users. Payment will be for exact charges, without markup. Increases will not result in costs to MDOT

exceeding the total yearly costs set forth in Exhibit A or the yearly supplement thereto.

- b. Travel and Subsistence - An estimate of foreseeable travel will be included in each UWP. Reimbursement for UWP-related travel will be on an actual cost basis, in accordance with State of Michigan travel policy.
- c. The AGENCY will not be paid for costs arising from the correction of errors and omissions attributable to the AGENCY.

18. REIMBURSEMENT TO THE AGENCY FOR COSTS INCURRED

Upon receipt and approval of billings for federal reimbursement for work performed by the AGENCY with respect to the UWP, MDOT will act as billing agent for the AGENCY and will present said billings to the FHWA or the FTA for reimbursement. Payments to the AGENCY will be scheduled to coincide with the receipt of the reimbursement from FHWA. Payments of FTA funds are processed weekly, prior to the monthly billings to FTA.

19. AUDIT

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

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit

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

20. INCREASE IN COSTS

Any changes or additions to those portions of each UWP participated in by MDOT, the FHWA, and/or the FTA that will cause an increase in yearly total costs will require the prior written approval of MDOT, the FHWA, and/or the FTA and the processing of a revised PROJECT AUTHORIZATION and written transmittal letter.

21. ADDITIONAL SERVICES

Additional specialized services to be performed by the AGENCY after approval of the PROJECT AUTHORIZATION and not set forth in the UWP will require approval by MDOT and the FHWA or the FTA in the form of a revision to that UWP and, if applicable, a revised PROJECT AUTHORIZATION, budget, and written transmittal letter.

22. SUBCONTRACTING

The AGENCY will not subcontract any portion of an approved UWP without the prior written consent of MDOT. Specialized services (those items not ordinarily furnished by the AGENCY) and subcontract work should be itemized in the UWP to the extent that they are determinable and will be approved as part of the UWP. Proposed subcontracts not included in the current UWP will require an amendment to the UWP prior to the AGENCY requesting MDOT's written consent to subcontract.

The AGENCY will obtain MDOT's written approval for all subcontracts, including amendments, that individually or in combination are in accordance with the following dollar amount thresholds, prior to the AGENCY signing said subcontracts. The AGENCY will not enter into multiple subcontracts of lesser amounts for the purpose of avoiding such approval process.

- a. Dollar Amount of Subcontract Is Less Than State Transportation Commission Policy Amount for Third-Party Contracts:

The AGENCY will submit a written request to MDOT's staff representative. The written request will include the purpose of the subcontract, the dollar amount, the time frame, the name of the third party, and a narrative that describes the process used to select the third-party contractor.

- b. Dollar Amount of Subcontract Is Greater Than State Transportation Commission Policy Amount for Third-Party Contracts:

The AGENCY will submit a written request to MDOT's staff representative. The written request will include the unsigned third-party contract, the purpose of the subcontract, the dollar amount, the time frame, the name of the third party, and a summary of the selection process used to procure the third-party contractor.

All subcontracts, including amendments, will contain all applicable provisions of this Agreement. Any approvals by MDOT will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The AGENCY will transmit copies of all signed subcontracts to MDOT.

Consent to subcontract any portion of the UWP, as herein noted, will not be construed to relieve the AGENCY of any responsibility or obligation under or for the fulfillment of this Agreement.

The AGENCY will perform with its own forces and/or by subcontract with other public agencies not less than fifty percent (50%) of the total UWP amount, excluding specialized services.

23. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

The AGENCY further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

24. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by the FHWA or the FTA in costs incurred by the AGENCY in the performance of the UWP. No obligation for such costs not reimbursable by the FHWA or the FTA will be knowingly entered into and billed to MDOT for reimbursement. Incurred costs that are not reimbursable by the FHWA or the FTA will be the sole responsibility of the AGENCY.

25. COMPLIANCE WITH LAWS AND REGULATIONS

The AGENCY specifically agrees that in the performance of the tasks under the PROJECT AUTHORIZATIONS, by itself, by an approved subcontractor, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into and performance of this Agreement.

26. EXECUTIVE COMMITTEE REPRESENTATION

The Director of MDOT or his/her delegate will be a member of the MPO's Policy Committee, which provides policy to the MPO.

27. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

The AGENCY will comply with and will require any contractor or subcontractor to comply with the following requirements:

- a. In connection with the performance of the Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- c. The AGENCY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing the AGENCY to operate under the provisions of its own MDOT-approved DBE program.
- d. The AGENCY will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.

28. REPORTS AND PUBLICATION

- a. If any results of those portions of the UWP participated in by the FHWA or the FTA are published by the AGENCY, costs of publication may be included as a participating cost.
- b. Prior to such publication, the AGENCY will submit all manuscripts for review and approval by MDOT and for review by the FHWA or the FTA. Such review and acceptance is for MDOT’s own purposes and does not relieve the AGENCY from any claims arising out of such publication.
- c. In the event the parties fail to agree on a final draft of a manuscript, MDOT may publish independently the results of those portions of the UWP participated in by the FHWA or the FTA but will set forth in such publication the AGENCY’s nonconcurrence if so desired by the AGENCY.
- d. Any federally required publication, or as indicated by the MDOT Program Manager, will give proper credit to all parties in this Agreement for the cooperative character of the UWP.

29. REPORT LANGUAGE

All reports published by MDOT or by the AGENCY will contain the following statement in the credit line:

“The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party). This _____ (report) does not constitute a standard, specification, or regulation.”

30. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in the AGENCY, with full rights of free access and use thereto guaranteed to MDOT, the FHWA, the FTA, and all other participating agencies.

31. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of the AGENCY. The AGENCY will obtain the written approval of MDOT prior to submitting applications in the name of the AGENCY for copyrights or patents on any papers, reports, forms, or other materials that are a part of the AGENCY work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by the AGENCY with respect to this Agreement. MDOT and the FHWA and/or the FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

32. UNFAIR LABOR PRACTICES

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

33. EQUIPMENT

Major items of equipment purchased for use on the UWP may be included in the UWP as direct costs. Participation in the costs of such equipment by MDOT and the FHWA or the FTA will be limited to the amount of depreciation during the period of use on the UWP as ascertained at the completion of the study. Eligibility for MDOT and FHWA or FTA participation are based on the following:

- a. The equipment is not of a nature normally used or required in the AGENCY's regular operations.
- b. The equipment is required for and will be used primarily on work related to the UWP.
- c. The cost of the equipment is considered to be reasonable by MDOT and the FHWA or the FTA.
- d. The AGENCY will furnish to MDOT a certification stating that the equipment has not been included under indirect costs.

34. ENVIRONMENTAL

For agreements in excess of One Hundred Fifty Thousand Dollars (\$150,000.00):

- a. The AGENCY stipulates that any facility to be utilized in the performance of this Agreement, unless such agreement is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended, including Pub. L. 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR Part 15), is not listed on the date of agreement award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
- b. The AGENCY agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the AGENCY and the work under this Agreement.
- c. The AGENCY will promptly notify MDOT and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communication from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.

- d. The AGENCY agrees to include or cause to be included the requirements of the preceding three paragraphs, (a), (b), and (c) in every nonexempt subcontract.

35. INDIVIDUALS WITH DISABILITIES

The AGENCY agrees that no otherwise qualified individuals with disabilities in the United States, as defined in the Americans with Disabilities Act, 42 USC 12101 *et seq.*, as amended, and regulations in implementation thereof (29 CFR Part 1630), will, solely by reason of their disabilities, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

36. CERTIFICATION

The AGENCY's signature on this Agreement constitutes the AGENCY's certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to the AGENCY (referred to in Appendix A as "the prospective primary participant").

The AGENCY is responsible for obtaining the same certification from all subcontractors under this Agreement by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Agreement constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the AGENCY enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

37. LOBBYING

If the AGENCY receives federal funds in excess of One Hundred Thousand Dollars (\$100,000.00), the AGENCY must submit the certification statement contained in 49 CFR Part 20, Appendix A, as part of its final UWP. If non-federal funds are used for lobbying purposes by other than a regular employee of the AGENCY, the disclosure form in 49 CFR Part 20, Appendix B, must be submitted as part of its final UWP.

38. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by MDOT will not relieve the AGENCY of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by MDOT to be construed as a warranty as to the propriety of the AGENCY's performance but are undertaken for the sole use and information of MDOT.

39. TERMINATION

MDOT may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to the AGENCY. The AGENCY will be reimbursed in accordance with the following:

a. **Termination for Convenience:**

If MDOT terminates this Agreement for convenience, MDOT will give the AGENCY written notice of such termination thirty (30) days prior to the date of such termination, and the AGENCY will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 17 but will not exceed the amount set forth in the UWP. MDOT will receive the work product produced by the AGENCY under this Agreement up to the time of termination, prior to the AGENCY being reimbursed. In no case will the compensation paid to the AGENCY for partial completion of the services exceed the amount the AGENCY would have received had the services been completed.

b. **Termination for Cause:**

In the event the AGENCY fails to complete any of the work on the UWP in a manner satisfactory to MDOT, MDOT may terminate this Agreement. Written notice of termination will be sent to the AGENCY. The AGENCY will be reimbursed as follows:

The AGENCY will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. MDOT may pay a proportional share for a partially completed work product. The value of such

partially completed work product will be determined by MDOT based on actual costs incurred up to the estimated value of the work product received by MDOT, as determined by MDOT. Such reimbursement will be as set forth in Section 17 but will not exceed the amount set forth in the UWP. MDOT will receive the work product produced by the AGENCY under this Agreement up to the time of termination, prior to the AGENCY being reimbursed. In no case will the compensation paid to the AGENCY for partial completion of the services exceed the amount the AGENCY would have received had the services been completed.

In the event that termination by MDOT is necessitated by any wrongful breach, failure, default, or omission by the AGENCY, MDOT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the AGENCY under this Agreement, as well as any other existing or future contracts or agreements between the AGENCY and MDOT, for any and all damages and costs incurred or sustained by MDOT as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the AGENCY. In the event of termination of this Agreement, MDOT may procure the professional services from other sources and hold the AGENCY responsible for any damages or excess costs occasioned thereby.

40. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Agreement and all PROJECT AUTHORIZATIONS hereunder be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

41. ASSIGNMENT OF ANTITRUST RIGHTS

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

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

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

42. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from October 1, 2023 through September 30, 2026.



43. AWARD

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

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

E-SIGNED by Derek Bradshaw
on 2023-07-19 14:05:16 EDT

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

Approved as to Legal Form
5-23-23 J.S.



APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

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

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

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

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

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

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

Michigan Department
Of Transportation
0165 (09/15)

Page 1 of 2

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE
-----------------------	----------------	---------------------	----------------------	----------------	----------------

CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
-----------------------------	---------------------------	--------------------------------	------------------------------	------------	-------------------------------------	--	------

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
-----------------------	-------	-----------	------

Prime Contract #0004-0003

58

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

Attachment A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

FUNDING SOURCES										
FISCAL YEAR 2025 UNIFIED WORK PROGRAM										
Activities	GCMP	PL	PL Transit	Carry Over--PL	Carry Over PL Transit	CMAQ*	HPP	Subtotal (GCMP)	MTE (MDOT)	Total
III. DATA MANAGEMENT										
A. Data Management Systems	\$3,603	\$15,000	\$1,250					\$19,853	\$7,593	\$27,446
B. Data Inventory and Model Maintenance	\$4,823	\$20,000	\$1,750					\$26,573	\$13,324	\$39,897
Subtotal	\$8,426	\$35,000	\$3,000	\$0				\$46,426	\$20,917	\$67,344
IV. TSM PLANNING										
A. TSM Coordination	\$72,202	\$281,734	\$43,871					\$397,807	\$30,743	\$428,550
B. Transit Planning	**	\$0	\$101,171					\$123,605	\$0	\$123,605
C. Ridesharing						\$50,000		\$50,000	\$0	\$50,000
D. Pavement Management	\$443	\$2,000						\$2,443	\$0	\$2,443
E. Safety and Complete Streets Planning	\$5,765	\$26,000						\$31,765	\$0	\$31,765
F. Air Quality Awareness	\$12,500					\$50,000		\$62,500	\$0	\$62,500
Subtotal	\$113,345	\$309,734	\$145,042	\$0	\$0	\$100,000	\$0	\$668,121	\$30,743	\$698,864
V. LONG-RANGE PLANNING										
A. Update Long Range Transportation Plan	\$2,661	\$10,000	\$2,000					\$14,661	\$3,871	\$18,532
Subtotal	\$2,661	\$10,000	\$2,000	\$0	\$0			\$14,661	\$3,871	\$18,532
VI. PLANNING SUPPORT										
A. Program Management	\$41,910	\$180,000	\$9,000					\$230,910	\$13,101	\$244,011
B. Develop Unified Work Program	\$1,841	\$7,000	\$1,300					\$10,141	\$1,935	\$12,075
C. Prepare Transportation Improvement Program	\$33,262	\$115,000	\$35,000					\$183,262	\$3,870	\$187,132
Subtotal	\$77,013	\$302,000	\$45,300	\$0	\$0	\$0	\$0	\$424,313	\$18,906	\$443,218
GRAND TOTAL	\$201,445	\$656,734	\$195,342	\$0	\$0	\$100,000	\$0	\$1,153,521	\$74,437	\$1,227,958

**21,658 of match to be provided by the MTA

*CMAQ Funds are being requested under a separate application.

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

Studies and other contracted services

MTA Transit Planning - Transit Surveys \$20,000

MTA Transit Studies / Strategic Plan - \$77,671

M-57 / I-75 Interchange Traffic Study - \$40,925 (\$50,000 total)

GCMP-CGenesee County Metropolitan Planning Commission Local Match
PL-Federal Funds for Planning Activities from the Federal Highway Administration
PL Transit-Federal funds for Transit Planning from Federal Transit Administration
CMAQ - Congestion Mitigation and Air Quality funds (Ridesharing/Air Quality Awareness)
MTF-Michigan Transportation Fund
HPP-High Priority Projects



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2056

Agenda Date: 8/13/2025

Agenda #: 2.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of a Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the GLS Region V Planning and Development Commission (Region V)

BOARD ACTION REQUESTED:

Staff is requesting approval of the pass through agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the GLS Region V Planning and Development Commission (Region V). Staff is also requesting approval for Genesee County Board Chairperson, Delrico Loyd, to sign the agreement.

BACKGROUND:

The Michigan Department of Transportation (MDOT) provides funding for staff services for regional transportation planning activities in Genesee, Lapeer, and Shiawassee counties. The GLS Region V committee allocates the funding to GCMPC for staff services. MDOT requires a formal agreement between GLS Region V and GCMPC in order for GCMPC to be reimbursed for staff services.

DISCUSSION:

An agreement between Region V and GCMPC in the amount of \$126,795 in federal funding is attached. This funding is represented in the FY 2026 GCMPC draft budget (various accounts in fund number 2410).

IMPACT ON HUMAN RESOURCES:

This agreement will have no impact on human resources.

IMPACT ON BUDGET:

Funding related to this agreement to be passed through to the Region V is represented in the FY 2026 GCMPC draft budget.

IMPACT ON FACILITIES:

This agreement will have no impact on facilities.

IMPACT ON TECHNOLOGY:

This agreement will have no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

GCMPC will contribute towards an inclusive, collaborative culture by securing funds through GLS Region V and prioritizing equitable transportation solutions for all Genesee County residents, in partnership with local road and transit agencies.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into a Pass Through Agreement between Genesee County, through the Genesee County Metropolitan Planning Commission (GCMPC), and the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V), whereby the GCMPC will provide pass-through funding to the GLS Region V to pay for staffing services for the MDOT Regional Transportation Work Program for the term commencing October 1, 2025, through September 30, 2026, in the amount of \$126,795, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the August 13, 2025 meeting of the Community and Economic Development Committee of the Board), and the Chairperson of this Board is authorized to execute the Pass Through Agreement on behalf of Genesee County.

PASS THROUGH AGREEMENT BETWEEN
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION AND
GENESEE-LAPEER-SHIAWASSEE REGION V PLANNING AND DEVELOPMENT
COMMISSION

THIS AGREEMENT, made and entered into this ____ day of _____ 2025 by and between The Genesee County Metropolitan Planning Commission (hereinafter, together with its assignees and successors in interest, called the "SUBCONTRACTOR") and Genesee-Lapeer-Shiawassee Region V Planning and Development Commission - a state regional planning organization; 1101 Beach Street, Room 111, Flint, Michigan 48502 (hereinafter referred to as "GLS Region V" or "AGENCY"). All terms and conditions of the prime contract **2024-0016**, between the AGENCY and the Michigan Department of Transportation (hereinafter referred to as the "DEPARTMENTS") are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2024-0016**, the prime contract prevails.

WITNESSETH:

WHEREAS, the AGENCY has been designated as the state regional planning organization for the Region 5 Michigan planning region; and

WHEREAS, the AGENCY is authorized and qualified to assist in designing and conducting a regional transportation planning process to be described in a work program (PROGRAM) on its own behalf and for MDOT; and

WHEREAS, the AGENCY desires to have a continuing cooperation of MDOT in the regional transportation planning process, and MDOT, having an interest in the regional transportation planning process as it relates to regional transportation planning, is willing to cooperate with the AGENCY; and

WHEREAS, pursuant to annual state legislation, certain funds included in MDOT's budget are to be allocated among the designated state planning regions for the purpose of carrying out regional transportation planning, and

WHEREAS, pursuant to Title 23 United States Code (USC) Section 133, certain Surface Transportation Program funds, and pursuant to Title 23 USC Section 307, certain federal State Planning and Research (SPR) funds are to be made available to the states through the United States Department of Transportation, Federal Highway Administration (FHWA), for the purpose of conducting highway planning and research studies necessary for the development of safe and efficient transportation systems, and certain State Planning funds are available to local areas for cooperating with MDOT in developing the State Long-Range Transportation Plan and the statewide Transportation Improvement Program; and

WHEREAS, pursuant to Title 49 USC Section 26 of the Federal Transit Act Amendments of 1991, certain Transit Planning and Research Program funds are to be available to states for the purpose of encouraging and promoting the development of transportation systems, embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the Federal Transit Administration (FTA), which is responsible for administering the Title 49 USC Section 5303 and Section 5304 programs, has designated MDOT as the state agency to control and administer certain Section 5303 and Section 5304 funds; and

WHEREAS, MDOT, in cooperation with the FHWA and the FTA, has entered into an agreement with GLS Region V for the implementation of the PROGRAM; and

WHEREAS, SUBCONTRACTOR desires to have the continuing cooperation of GLS REGION V in the PROGRAM, and GLS Region V desires to cooperate with SUBCONTRACTOR; and

WHEREAS, GLS REGION V, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the SUBCONTRACTOR;

NOW, THEREFORE, GLS REGION V and SUBCONTRACTOR agree that:

SUBCONTRACTOR WILL:

1. PERFORMANCE OF THE WORK PROGRAM

Perform and carry out the duties and obligations necessary to the performance of the planning process as described in the GLS REGION V PROGRAM, as financed by the Michigan Transportation Fund, FHWA funds, and FTA funds. Each year a PROGRAM will be prepared by SUBCONTRACTOR and GLS REGION V detailing specific tasks and specific monetary amounts that, upon approval by the GLS REGION V Commission and MDOT, will by reference be made a part of this Agreement as Exhibit A or a yearly supplement thereto and will be labeled to indicate the time period involved.

MDOT and GLS REGION V reserve the right to advise on and approve the PROGRAM and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of the PROGRAM that, in total or in part, are financed with funds from the FHWA, the FTA, and/or MDOT. The progress of work that involves the FHWA, the FTA, or MDOT participation will be subject to review and inspection at any reasonable time, upon request, by representatives of the MDOT, GLS REGION V, the FHWA, or the FTA.

Events that have a significant impact on the PROGRAM will be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays, or adverse conditions that will materially affect the ability to obtain program objectives. This disclosure will be accompanied by a statement of action taken or contemplated.

2. DOCUMENT PUBLICATION

Assume the lead or supporting responsibility, as mutually agreed by SUBCONTRACTOR and GLS REGION V, for the development and publication of various documents to be prepared, as described in the PROGRAM

3. COMMITTEE PARTICIPATION

Maintain committee structures that will ensure that the decision-making process involves participation by local units of government and officials of agencies that administer or operate major modes or systems of transportation acting in a coordinated manner.

4. PUBLIC PARTICIPATION

Make reasonable efforts toward involving the public in major phases of the transportation planning process.

5. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

Base actual performance of the specific tasks contained in each year's PROGRAM upon the approval of project authorizations, hereinafter referred to as the "PROJECT AUTHORIZATIONS," setting forth the federal and state funds available for the PROGRAM and written transmittal letters from MDOT. Approval is subject to specific activities and cost estimates being approved by MDOT, the FHWA and the FTA for each fiscal year.

6. ESTIMATED COSTS AND PARTICIPATION

Not incur costs in excess of the estimated total yearly cost of the PROGRAM without the prior written approval of MDOT and GLS REGION V, in the form of a PROJECT AUTHORIZATION and written transmittal letter.

The total cost reimbursable by GLS REGION V to SUBCONTRACTOR for the conduct of the PROGRAM will be set forth in the PROGRAM.

MDOT funds in the PROJECT AUTHORIZATIONS made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATIONS if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is made. In the event that the funding is not provided pursuant to annual state legislation, there will not be a PROGRAM or PROJECT AUTHORIZATIONS for that year.

The transfer of funds between individual major areas of the PROGRAM will not increase or decrease an individual major work area by more than twenty percent (20%) of the total estimate for a major area without the prior written approval of MDOT's staff representatives, as applicable. Major areas are defined as being combinations of work items as set forth in the PROGRAM. In the event prior written approval is not obtained, the amount excess of the twenty percent (20%) will be ineligible for reimbursement.

7. ACCOUNTS AND RECORDS

- a. SUBCONTRACTOR will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. SUBCONTRACTOR will maintain the RECORDS for at least three (3) years from the date of final payment made by GLS REGION V under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, SUBCONTRACTOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. GLS REGION V and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, SUBCONTRACTOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

8. AUDIT OF ACCOUNTS AND RECORDS

- a. The AGENCY will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. PROGRAM records are to be kept available in accordance with 49 CFR Part 18, as amended.
- d. Audit and Inspection. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
 - iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.

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

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

With a copy to:

Michigan Department of Transportation
Bureau of Transportation Planning
Statewide Transportation Planning Division
P.O. Box 30050
Lansing, MI 48909

- v. Agencies will also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- e. The provisions set forth in subsections (a), (b), (c), and (d) above will be included in all contracts and subcontracts relating to this Agreement.

9. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to GLS REGION V on work accomplished on the PROGRAM. Progress reports will be in a form and manner acceptable to GLS REGION V. A billing and progress report will be submitted not later than thirty (30) days after the end of each billing period.

SUBCONTRACTOR agrees that the costs reported to GLS REGION V for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. SUBCONTRACTOR also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

10. FINAL REPORT

Submit a final performance report covering the PROGRAM accomplishments not later than ninety (90) days following the end of the PROGRAM time period.

11. INDEMNIFY AND SAVE HARMLESS

Each party to this agreement will remain responsible for any claims arising out of that party's performance of this agreement, as provided for in this agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

12. APPRAISAL OF PROGRAM

Through the GLS REGION V staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the PROGRAM and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each PROGRAM that, in total or in part, are financed with funds from the FHWA, the FTA, or MDOT.

13. STAFF REPRESENTATIVE

Provide a GLS REGION V representative to assist or otherwise advise SUBCONTRACTOR in the performance of its transportation planning responsibilities as provided herein.

14. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

15. CONSIDERATION OF TRANSPORTATION

Recognize the SUBCONTRACTOR transportation system plans in its programming of projects, especially those identified in the Transportation Improvement Program.

16. REIMBURSABLE COSTS

Reimburse SUBCONTRACTOR for all actual direct and indirect costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of 2 CFR Part 200, subject to the following conditions.

- a. Computer Services - Use of computer services will be at regularly established rates, which will not be in excess of rates charged to other users. Payment will be for exact charges, without markup. Increases will not result in costs to the GLS REGION V exceeding the total yearly costs set forth in Exhibit A or the yearly supplement thereto.
- b. Travel and Subsistence - Reimbursement for travel in relation to the PROGRAM will be on an actual cost basis, in accordance with the State of Michigan travel policy.
- c. SUBCONTRACTOR will not be paid for costs attributable to correction of errors and omissions occasioned by the GLS REGION V or MDOT.

17. REIMBURSEMENT TO SUBCONTRACTOR FOR COSTS INCURRED

GLS REGION V hereby agrees that payment to the Contractor shall be made within (10) days of the receipt of payment from the State of Michigan.

18. AUDIT

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

Within sixty (60) days after the date of the Notice of Audit Results, SUBCONTRACTOR will (a) respond in writing to GLS REGION V indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and GLS REGION V a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, SUBCONTRACTOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by GLS REGION V and MDOT. The RESPONSE will refer to and apply the language of the Agreement. SUBCONTRACTOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes GLS REGION V and MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

19. INCREASE IN COSTS

Any changes or additions to those portions of the PROGRAM participated in by MDOT, FHWA, and/or the FTA that will cause an increase in yearly total costs will require the prior written approval of GLS REGION V, MDOT, FHWA, and/or the FTA and the processing of a revised PROJECT AUTHORIZATION and written transmittal letter.

20. ADDITIONAL COSTS

Additional specialized services to be performed by SUBCONTRACTOR after approval of the PROJECT AUTHORIZATION and not set forth in the PROGRAM will require approval by GLS REGION V, MDOT, and FHWA or FTA in the form of a revision to that PROGRAM and, if applicable, a revised PROJECT AUTHORIZATION, budget, and written transmittal letter.

21. PROMPT PAYMENT

SUBCONTRACTOR agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment SUBCONTRACTOR receives from GLS REGION V. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

SUBCONTRACTOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

22. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA in costs incurred by the SUBCONTRACTOR in the performance of the PROGRAM. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to GLS REGION V for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the SUBCONTRACTOR.

23. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

24. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

SUBCONTRACTOR will comply with and will require any contractor or subcontractor to comply with the following:

- a. In connection with the performance of the Agreement, SUBCONTRACTOR (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, SUBCONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof.
- c. SUBCONTRACTOR will carry out the applicable requirements of the MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the PROGRAM, said PROGRAM allowing SUBCONTRACTOR to operate under the provisions of its own MDOT-approved DBE program.
- d. SUBCONTRACTOR will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.
- e. SUBCONTRACTOR further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

25. REPORTS AND PUBLICATION

If any results of those portions of the PROGRAM participated in by FHWA or FTA are published by SUBCONTRACTOR, costs of publication may be included as a participating cost.

- a. Prior to such publication, SUBCONTRACTOR will submit all manuscripts for the review and approval of GLS REGION V and MDOT. Such review and acceptance is for GLS REGION V and MDOT’s own purposes and does not relieve SUBCONTRACTOR from claims arising out of such publication.
- b. In the event the parties fail to agree on a final draft of a manuscript, GLS REGION V or MDOT may publish independently results of those portions of the PROGRAM, but will set forth in such publication the SUBCONTRACTOR nonconcurrence, if so desired by SUBCONTRACTOR.
- c. Any publication will give proper credit to all parties in this Agreement for the cooperative character of the PROGRAM.

26. REPORT LANGUAGE

All reports published by SUBCONTRACTOR will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

“The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation.”

27. PUBLICATION OF FUNDAMENTAL WORKS

The foregoing terms (as set forth in Sections 25 and 26) do not preclude the publication by SUBCONTRACTOR of results of any PROGRAM work that is in the nature of fundamental or general principals. Manuscripts in this category will be submitted to GLS REGION V, MDOT, and FHWA or FTA for approval prior to publication.

28. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in SUBCONTRACTOR with full rights of free access and use thereto guaranteed to GLS REGION V, MDOT, FHWA and FTA, and/or all other participating agencies.

29. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of SUBCONTRACTOR. SUBCONTRACTOR will obtain the written approval of the MDOT prior to submitting applications in the name of SUBCONTRACTOR for copyrights or patents on any papers, reports, forms, or other materials that are a part of the SUBCONTRACTOR work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by SUBCONTRACTOR with respect to this Agreement. GLS REGION V, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

30. UNFAIR LABOR PRACTICES

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

31. EQUIPMENT

Major items of equipment purchased for use on the PROGRAM may be included in the PROGRAM as direct costs. Participation in the cost of such equipment by MDOT and FHWA or FTA will be limited to the amount of depreciation during the period of use on the PROGRAM as ascertained at the completion of the study. Eligibility for MDOT and FHWA or FTA participation are based on the following:

- a. The equipment is not of a nature normally used or required in SUBCONTRACTOR regular operations.
- b. The equipment is required for and will be used primarily on work related to the PROGRAM.
- c. The cost of the equipment is considered to be reasonable by GLS REGION V, MDOT, and FHWA or FTA.
- d. SUBCONTRACTOR will furnish to GLS REGION V a certification stating that the equipment has not been included under indirect costs.

32. ENVIRONMENTAL

For agreements in excess of One Hundred Fifty Thousand Dollars (\$150,000.00):

- a. SUBCONTRACTOR stipulates that any facility to be utilized in the performance of this Agreement, unless such agreement is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Pub. L. 101-549), and/or under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR part 15), is not listed on the date of agreement award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
- b. SUBCONTRACTOR agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to SUBCONTRACTOR and Services under this Agreement.
- c. SUBCONTRACTOR will promptly notify GLS REGION V, MDOT, and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communications from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
- d. SUBCONTRACTOR agrees to include or cause to be included the requirements of the preceding three paragraphs, (a), (b), and (c) in every nonexempt subcontract.

33. INDIVIDUALS WITH DISABILITIES

SUBCONTRACTOR agrees that no otherwise qualified individuals with disabilities in the United States, as defined in the Americans with Disabilities Act, 42 USC 12101 *et seq.*, as amended, and regulations in implementation thereof (29 CFR Part 1630), will, solely by reason of their disabilities, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

34. CERTIFICATION

SUBCONTRACTOR signature on this Agreement constitutes SUBCONTRACTOR certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to SUBCONTRACTOR (referred to in Appendix A as “the prospective primary participant”).

SUBCONTRACTOR is responsible for obtaining the same certification from all subcontractors under this Agreement by inserting the following paragraph in all subcontracts:

“The subcontractor’s signature on this Agreement constitutes the subcontractor’s certification of ‘status’ under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29.”

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which SUBCONTRACTOR enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

35. LOBBYING

If SUBCONTRACTOR receives federal funds in excess of One Hundred Thousand Dollars (\$100,000.00), SUBCONTRACTOR must submit the certification statement contained in 49 CFR Part 20, Appendix A, incorporated herein by reference as if the same were repeated in full herein, as part of this agreement. If non-federal funds are used for lobbying purposes by other than a regular employee of SUBCONTRACTOR, the disclosure form in 49 CFR Part 20, Appendix B, must be submitted as part of this agreement.

36. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by GLS REGION V and MDOT will not be construed as a warranty or assumption of liability on the part of GLS REGION V and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of GLS REGION V and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the PROGRAM under this Agreement.

Any such approvals, acceptances, reviews, and inspections by GLS REGION V and MDOT will not relieve SUBCONTRACTOR of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by GLS REGION V and MDOT to be construed as a warranty as to the propriety of SUBCONTRACTOR performance but are undertaken for the sole use and information of GLS REGION V and MDOT.

37. TERMINATION

GLS REGION V may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to SUBCONTRACTOR. SUBCONTRACTOR will be reimbursed in accordance with the following:

a. Termination for Convenience:

If GLS REGION V terminates this Agreement for convenience, GLS REGION V will give SUBCONTRACTOR written notice of such termination thirty (30) days prior to the date of such termination, and SUBCONTRACTOR will be reimbursed for all costs incurred for work accomplished on the PROGRAM up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the PROGRAM. GLS REGION V will receive the work product produced by SUBCONTRACTOR under this Agreement up to the time of termination, prior to SUBCONTRACTOR being reimbursed. In no case will the compensation paid to SUBCONTRACTOR for partial completion of services exceed the amount SUBCONTRACTOR would have received had the services been completed.

b. Termination for Cause:

In the event SUBCONTRACTOR fails to complete any of the services in a manner satisfactory to GLS REGION V, GLS REGION V may terminate this Agreement. Written notice of termination will be sent to SUBCONTRACTOR. SUBCONTRACTOR will be reimbursed as follows:

SUBCONTRACTOR will be reimbursed for all costs incurred for work accomplished on the PROGRAM up to receipt of the notice of termination. GLS REGION V may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by GLS REGION V based on actual cost incurred up to the estimated value of the work product received by GLS REGION V, as determined by GLS REGION V. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the PROGRAM. GLS REGION V will receive the work product produced by SUBCONTRACTOR under this Agreement up to the time of termination, prior to SUBCONTRACTOR being reimbursed. In no case will the compensation paid to SUBCONTRACTOR for partial completion of the services exceed the amount SUBCONTRACTOR would have received had the services been completed.

In the event that termination by GLS REGION V is necessitated by any wrongful breach, failure, default, or omission by SUBCONTRACTOR, GLS REGION V will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to SUBCONTRACTOR under this Agreement, as well as any other existing or future contracts or agreements between SUBCONTRACTOR and GLS REGION V, for any and all damages and costs incurred or sustained by GLS REGION V as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the SUBCONTRACTOR. In the event of termination of this Agreement, GLS REGION V may procure the professional services from other sources and hold SUBCONTRACTOR responsible for any damages or excess costs occasioned thereby.

38. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet SUBCONTRACTOR obligation to GLS REGION V under this Agreement, SUBCONTRACTOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and GLS REGION V due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

SUBCONTRACTOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and GLS REGION V with regard to claims based on goods or services that were used to meet the SUBCONTRACTOR obligation to GLS REGION V under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

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

39. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 10/01/25 through 09/30/26 for the funding amount not to exceed \$126,795 as budgeted in the PROGRAM.

40. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of SUBCONTRACTOR and GLS REGION V.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

GENESEE-LAPEER-SHIAWASSEE REGION V PLANNING AND DEVELOPMENT COMMISSION

By: _____
Title: Chairperson

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: _____
Title: Genesee County Board of Commissioners Chairperson

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

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

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

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

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

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

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

Questions about this form? Call Toll-free, 1-866-DBE-1264

Attachment A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

MICHIGAN DEPARTMENT OF TRANSPORTATION
G-L-S REGION V PLANNING & DEVELOPMENT COMMISSION
MASTER AGREEMENT

This Agreement is made and entered into by and between the Michigan Department of Transportation (MDOT) and the G-L-S Region V Planning & Development Commission (AGENCY) for the purpose of fixing the rights and obligations of the parties in agreeing to cooperate in a transportation planning process.

Recitals:

The AGENCY has been designated as the state regional planning organization for the Region 5 Michigan planning region; and

The AGENCY is authorized and qualified to assist in designing and conducting a regional transportation planning process to be described in a work program (PROGRAM) on its own behalf and for MDOT; and

The AGENCY desires to have the continuing cooperation of MDOT in the regional transportation planning process, and MDOT, having an interest in the regional transportation planning process as it relates to regional transportation planning, is willing to cooperate with the AGENCY; and

Pursuant to annual state legislation, certain funds included in MDOT's budget are to be allocated among the designated state planning regions for the purpose of carrying out regional transportation planning; and

Pursuant to Title 23 United States Code (USC) Section 133, certain Surface Transportation Program funds, and pursuant to Title 23 USC Section 307, certain federal State Planning and Research (SPR) funds are to be made available to the states through the United States Department of Transportation, Federal Highway Administration (FHWA), for the purpose of conducting highway planning and research studies necessary for the development of safe and efficient transportation systems, and certain State Planning funds are available to local areas for cooperating with MDOT in developing the State Long-Range Transportation Plan and the statewide Transportation Improvement Program; and

Pursuant to Title 49 USC Section 26 of the Federal Transit Act Amendments of 1991, certain Transit Planning and Research Program funds are to be available to states for the purpose of encouraging and promoting the development of transportation systems, embracing various

modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

The Federal Transit Administration (FTA), which is responsible for administering the Title 49 USC Section 5303 and Section 5304 programs, has designated MDOT as the state agency to control and administer certain Section 5303 and Section 5304 funds; and

MDOT, in cooperation with the FHWA and the FTA, desires to enter into an agreement with the AGENCY.

MDOT and the AGENCY agree that:

1. PERFORMANCE OF THE WORK PROGRAM

The AGENCY will perform and carry out the duties and obligations necessary to the performance of the planning process as described in the PROGRAM, as financed by the Michigan Transportation Fund, FHWA funds, and FTA funds. Each year, a PROGRAM will be prepared that details specific tasks and specific monetary amounts that, upon approval by the official designated Region and MDOT, will by reference be made a part of this Agreement as Exhibit A or a yearly supplement thereto and will be labeled to indicate the time period involved.

MDOT, through MDOT's staff representative, reserves the right to advise and approve of each PROGRAM and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each PROGRAM that are financed in whole or in part with funds from the FHWA, the FTA, and/or MDOT. The progress of work that involves FHWA, FTA, and/or MDOT participation will be subject to review and inspection at any reasonable time, upon request, by representatives of the FHWA, the FTA, and/or MDOT.

Events that have a significant impact on the PROGRAM will be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays, and adverse conditions that will materially affect the AGENCY's ability to obtain PROGRAM objectives. This disclosure will be accompanied by a statement of action taken or contemplated.

2. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

The AGENCY will perform the specific tasks contained in each year's PROGRAM upon receipt of approved project authorizations (PROJECT AUTHORIZATIONS) that set forth the federal and state funds available for the PROGRAM and written transmittal letters from MDOT. Approval is subject to specific activities and cost estimates being approved by MDOT, the FHWA, and the FTA for each fiscal year.

3. ESTIMATED COSTS AND PARTICIPATION

The AGENCY will not incur costs in excess of the maximum total yearly cost of the PROGRAM without the prior written approval of MDOT in the form of PROJECT AUTHORIZATIONS and written transmittal letters.

The total cost reimbursable by MDOT to the AGENCY for the conduct of the PROGRAM will be set forth in the PROGRAM and the PROJECT AUTHORIZATIONS.

MDOT funds in the PROJECT AUTHORIZATIONS made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is made. In the event that funding is not provided pursuant to annual state legislation, there will not be a PROGRAM or PROJECT AUTHORIZATIONS for that year.

Transfers of funds between individual major areas of the PROGRAM will not increase an individual major work area by more than twenty percent (20%) of the total estimate for a major area without the prior written approval of MDOT's staff representative. Major areas are defined as being combinations of work items as set forth in that PROGRAM. In the event prior written approval is not obtained, the amount in excess of the twenty percent (20%) will be ineligible for reimbursement.

4. AGENCY STAFF REPRESENTATIVE

The AGENCY will provide a staff representative to coordinate and direct technical activities required in carrying out the PROGRAM. The staff representative will serve as the AGENCY's staff representative in technical matters when working with MDOT's staff representative and will be expected to devote a major portion of his or her work time to transportation matters relating to that PROGRAM. Decisions on the part of MDOT's staff representative will be final and binding.

5. ACCOUNTS AND RECORDS

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the AGENCY will thereafter continue to maintain the RECORDS at

least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

6. AUDIT OF ACCOUNTS AND RECORDS

- a. The AGENCY will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in Title 49 of the Code of Federal Regulations (CFR) Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. PROGRAM records are to be kept available in accordance with 49 CFR Part 18, as amended.
- d. Audit and Inspection. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT

federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.

- iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
- iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

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

With a copy to:

Michigan Department of Transportation
Bureau of Transportation Planning
Statewide Transportation Planning Division
P.O. Box 30050
Lansing, MI 48909

- v. Agencies must also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- e. The provisions set forth in subsections (a), (b), (c), and (d) above will be included in all contracts and subcontracts relating to this Agreement.

7. BILLINGS AND PROGRESS REPORTS

The AGENCY will submit monthly billings and progress reports to MDOT for work accomplished on the PROGRAM. At the option of the AGENCY, by written notification to MDOT's staff representative, quarterly billings and progress reports may be submitted

in lieu of monthly submissions, subject to prior written approval from MDOT. Progress reports will be submitted in a form and manner acceptable to MDOT. A billing and a progress report will be submitted no later than sixty (60) days after the end of each billing period. The final billing will be submitted no later than ninety (90) days after completion of the PROGRAM and will be labeled as the final billing. The initial billing will not be reimbursed until after the approval date indicated in the PROJECT AUTHORIZATION transmittal letter as prepared and submitted by MDOT.

The AGENCY agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

8. FINAL ACCEPTANCE REPORT AND FINAL PROGRESS PAYMENT

A final acceptance report covering the PROGRAM accomplishments will be submitted to MDOT by the AGENCY no later than ninety (90) days following the end of the PROGRAM time period. If, after ninety (90) days, the final acceptance report has not been received by MDOT, an amount equal to ten percent (10%) of the total PROGRAM budget may be withheld from the next payment(s) due for the current year's PROGRAM. Payment(s) withheld will not be reimbursed to the AGENCY until the final acceptance report is received and accepted by MDOT.

9. LIABILITY

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

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

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

10. INSURANCE

The AGENCY will provide, at PROGRAM cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the AGENCY's operations under this Agreement.

11. MDOT STAFF REPRESENTATIVE

MDOT will provide a staff representative to assist or otherwise advise the AGENCY in the performance of its transportation planning responsibilities as provided herein.

12. APPRAISAL OF PROGRAM

MDOT will, through MDOT's staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the PROGRAM and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each PROGRAM that are financed in whole or in part with funds from the FHWA, the FTA, or MDOT.

13. DOCUMENT APPROVAL

MDOT will develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

14. REIMBURSABLE COSTS

MDOT will reimburse the AGENCY for all actual direct and indirect costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of 2 CFR Part 200, subject to the following conditions:

- a. **Computer Services** - Use of computer services will be at regularly established rates, which will not be in excess of rates charged to other users. Payment will be for exact charges, without markup. Increases will not result in costs to MDOT exceeding the total yearly costs set forth in Exhibit A or the yearly supplement thereto.
- b. **Travel and Subsistence** - An estimate of foreseeable travel will be included in each PROGRAM. Reimbursement for PROGRAM-related travel will be on an actual cost basis, in accordance with AGENCY policy.
- c. The AGENCY will not be paid for costs arising from the correction of errors and omissions attributable to the AGENCY.

15. REIMBURSEMENT TO THE AGENCY FOR COSTS INCURRED

Upon receipt and approval of billings for federal reimbursement for work performed by the AGENCY with respect to the PROGRAM, MDOT will act as billing agent for the AGENCY and will present said billings to the FHWA or the FTA for reimbursement. Payments to the AGENCY will be scheduled to coincide with the receipt of the reimbursement from FHWA. Payments of FTA funds are processed weekly, prior to the monthly billings to FTA.

16. AUDIT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of

expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

17. INCREASE IN COSTS

Any changes or additions to those portions of each PROGRAM participated in by MDOT, the FHWA, and/or the FTA that will cause an increase in yearly total costs will require the prior written approval of MDOT, the FHWA, and/or the FTA and the processing of a revised PROJECT AUTHORIZATION and written transmittal letter.

18. ADDITIONAL SERVICES

Additional specialized services to be performed by the AGENCY after approval of the PROJECT AUTHORIZATION and not set forth in the PROGRAM will require approval by MDOT and the FHWA or the FTA in the form of a revision to that PROGRAM and, if applicable, a revised PROJECT AUTHORIZATION, budget, and written transmittal letter.

19. SUBCONTRACTING

The AGENCY will not subcontract any portion of an approved PROGRAM without the prior written consent of MDOT. Specialized services (those items not ordinarily furnished by the AGENCY) and subcontract work should be itemized in the PROGRAM to the extent that they are determinable and will be approved as part of the PROGRAM. Proposed subcontracts not included in the current PROGRAM will require an amendment to the PROGRAM prior to the AGENCY requesting MDOT's written consent to subcontract.

The AGENCY will obtain MDOT's written approval for all subcontracts, including amendments, that individually or in combination are in accordance with the following dollar amount thresholds, prior to the AGENCY signing said subcontracts. The AGENCY will not enter into multiple subcontracts of lesser amounts for the purpose of avoiding such approval process.

- a. Dollar Amount of Subcontract Is Less Than State Transportation Commission Policy Amount for Third-Party Contracts:

The AGENCY will submit a written request to MDOT's staff representative. The written request will include the purpose of the subcontract, the dollar amount, the time frame, the name of the third party, and a narrative that describes the process used to select the third-party contractor.

- b. Dollar Amount of Subcontract Is Greater Than State Transportation Commission Policy Amount for Third-Party Contracts:

The AGENCY will submit a written request to MDOT's staff representative. The written request will include the unsigned third-party contract, the purpose of the subcontract, the dollar amount, the time frame, the name of the third party, and a summary of the selection process used to procure the third-party contractor.

All subcontracts, including amendments, will contain all applicable provisions of this Agreement. Any approvals by MDOT will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The AGENCY will transmit copies of all signed subcontracts to MDOT.

Consent to subcontract any portion of the PROGRAM, as herein noted, will not be construed to relieve the AGENCY of any responsibility or obligation under or for the fulfillment of this Agreement.

20. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

The AGENCY further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

21. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by the FHWA or the FTA in costs incurred by the AGENCY in the performance of the PROGRAM. No obligation for such costs not reimbursable by the FHWA or the FTA will be knowingly entered into and billed to MDOT for reimbursement. Incurred costs that are not reimbursable by the FHWA or the FTA will be the sole responsibility of the AGENCY.

22. COMPLIANCE WITH LAWS AND REGULATIONS

The AGENCY specifically agrees that in the performance of the tasks under the PROJECT AUTHORIZATIONS, by itself, by an approved subcontractor, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into and performance of this Agreement.

23. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

The AGENCY will comply with and will require any contractor or subcontractor to comply with the following requirements:

- a. In connection with the performance of the Agreement, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of

Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof.
- c. The AGENCY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof, with respect to the PROGRAM, said PROGRAM allowing the AGENCY to operate under the provisions of its own MDOT-approved DBE program.
- d. The AGENCY will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.

24. REPORTS AND PUBLICATIONS

- a. If any results of the PROGRAM are published by the AGENCY, costs of publication may be included as a participating cost.
- b. Prior to such publication, the AGENCY will submit all manuscripts for review and approval by MDOT. Such review and approval is for MDOT’s own purposes and does not relieve the AGENCY from any claims arising out of such publication.
- c. In the event the parties fail to agree on the final draft of a manuscript, MDOT may publish independently results of the PROGRAM, but will set forth in such publication the AGENCY’s nonconcurrence, if so desired by the AGENCY.
- d. Any federally required publication, or as indicated by the MDOT Program Manager, will give proper credit to all parties in this Agreement for the cooperative character of the PROGRAM.

25. REPORT LANGUAGE

All reports published by MDOT or by the AGENCY will contain the following statement in the credit line:

“The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party). This _____ (report) does not constitute a standard, specification, or regulation.”

26. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in the AGENCY, with full rights of free access and use thereto guaranteed to MDOT, the FHWA, the FTA, and all other participating agencies.

27. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of the AGENCY. The AGENCY will obtain the written approval of MDOT prior to submitting applications in the name of the AGENCY for copyrights or patents on any papers, reports, forms, or other materials that are a part of the AGENCY work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by the AGENCY with respect to this Agreement. MDOT and the FHWA and/or the FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

28. UNFAIR LABOR PRACTICES

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

29. EQUIPMENT

Major items of equipment purchased for use on the PROGRAM may be included in the PROGRAM as direct costs. Participation in the costs of such equipment by MDOT and the FHWA or the FTA will be limited to the amount of depreciation during the period of

use on the PROGRAM as ascertained at the completion of the study. Eligibility for MDOT and FHWA or FTA participation are based on the following:

- a. The equipment is not of a nature normally used or required in the AGENCY's regular operations.
- b. The equipment is required for and will be used primarily on work related to the PROGRAM.
- c. The cost of the equipment is considered to be reasonable by MDOT and the FHWA or the FTA.
- d. The AGENCY will furnish to MDOT a certification stating that the equipment has not been included under indirect costs.

30. ENVIRONMENTAL

For agreements in excess of One Hundred Fifty Thousand Dollars (\$150,000.00):

- a. The AGENCY stipulates that any facility to be utilized in the performance of this Agreement, unless such agreement is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended, including Pub. L. 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR Part 15), is not listed on the date of agreement award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
- b. The AGENCY agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the AGENCY and the work under this Agreement.
- c. The AGENCY will promptly notify MDOT and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communication from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
- d. The AGENCY agrees to include or cause to be included the requirements of the preceding three paragraphs, (a), (b), and (c) in every nonexempt subcontract.

31. INDIVIDUALS WITH DISABILITIES

The AGENCY agrees that no otherwise qualified individuals with disabilities in the United States, as defined in the Americans with Disabilities Act, 42 USC 12101 *et seq.*, as amended, and regulations in implementation thereof (29 CFR Part 1630), will, solely

by reason of their disabilities, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

32. CERTIFICATION

The AGENCY's signature on this Agreement constitutes the AGENCY's certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to the AGENCY (referred to in Appendix A as "the prospective primary participant").

The AGENCY is responsible for obtaining the same certification from all subcontractors under this Agreement by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Agreement constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the AGENCY enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

33. LOBBYING

If the AGENCY receives federal funds in excess of One Hundred Thousand Dollars (\$100,000.00), the AGENCY must submit the certification statement contained in 49 CFR Part 20, Appendix A, as part of its final PROGRAM. If non-federal funds are used for lobbying purposes by other than a regular employee of the AGENCY, the disclosure form in 49 CFR Part 20, Appendix B, must be submitted as part of its final PROGRAM.

34. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the PROGRAM under this Agreement.

Any such approvals, acceptances, reviews, and inspections by MDOT will not relieve the AGENCY of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by MDOT to be construed as a warranty as to the propriety of the AGENCY's performance but are undertaken for the sole use and information of MDOT.

35. ENERGY EFFICIENCY

The AGENCY agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Michigan energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

36. TERMINATION

MDOT may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to the AGENCY. The AGENCY will be reimbursed in accordance with the following:

a. Termination for Convenience:

If MDOT terminates this Agreement for convenience, MDOT will give the AGENCY written notice of such termination thirty (30) days prior to the date of such termination, and the AGENCY will be reimbursed for all costs incurred for work accomplished on the PROGRAM up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 14 but will not exceed the amount set forth in the PROGRAM. MDOT will receive the work product produced by the AGENCY under this Agreement up to the time of termination, prior to the AGENCY being reimbursed. In no case will the compensation paid to the AGENCY for partial completion of the services exceed the amount the AGENCY would have received had the services been completed.

b. Termination for Cause:

In the event the AGENCY fails to complete any of the services in a manner satisfactory to MDOT, MDOT may terminate this Agreement. Written notice of termination will be sent to the AGENCY. The AGENCY will be reimbursed as follows:

The AGENCY will be reimbursed for all costs incurred for work accomplished on the PROGRAM up to receipt of the notice of termination. MDOT may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by MDOT based on actual costs incurred up to the estimated value of the work product received by MDOT, as determined by MDOT. Such reimbursement will be as set forth in Section 14 but will not exceed the amount set forth in the PROGRAM. MDOT will receive the work product produced by the AGENCY under this Agreement up to the time

of termination, prior to the AGENCY being reimbursed. In no case will the compensation paid to the AGENCY for partial completion of the services exceed the amount the AGENCY would have received had the services been completed.

In the event that termination by MDOT is necessitated by any wrongful breach, failure, default, or omission by the AGENCY, MDOT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the AGENCY under this Agreement, as well as any other existing or future contracts or agreements between the AGENCY and MDOT, for any and all damages and costs incurred or sustained by MDOT as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the AGENCY. In the event of termination of this Agreement, MDOT may procure the professional services from other sources and hold the AGENCY responsible for any damages or excess costs occasioned thereby.

38. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Agreement and all PROJECT AUTHORIZATIONS hereunder be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

39. ASSIGNMENT OF ANTITRUST RIGHTS

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

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

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

40. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from October 1, 2023, through September 30, 2026.

41. AWARD

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

G-L-S REGION V PLANNING & DEVELOPMENT COMMISSION

E-SIGNED by Derek Bradshaw
on 2023-06-23 07:51:53 EDT

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

E-SIGNED by Carol Rademacher
on 2023-06-26 08:41:12 EDT

By: _____
Title: Department Director

Approved as to Legal Form
5-23-23 J.S.



APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

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

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

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

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

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

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

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

[illegible]

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
-----------------------	-------	-----------	------

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

Attachment A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

GLS Region V Transportation Planning Program Funding Request Summary

FY 2025 (October 1, 2025, to September 30, 2026)

Michigan Transportation Funded Work Items

	MDOT	TOTAL
Program Management	\$16,000	\$16,000
Technical Assistance to MDOT	\$15,000	\$15,000
Technical Assistance to Member Agencies	\$2,000	\$2,000
Public Involvement and Consultation Process for Non-Metropolitan Areas	\$1,000	\$1,000
Asset Management	\$67,650	\$67,650
<i>Sub-Total</i>	<i>\$101,650</i>	<i>\$101,650</i>

Statewide Planning and Research (SPR) Work Items

Management of Rural Task Force and Small Urban	\$18,500	\$18,500
RTF/Small Urban Public Involvement and Consultation Process for Non-Metropolitan Areas	\$5,645	\$5,645
Air Quality Conformity Planning	\$500	\$500
Management of Pure Michigan Byway Program	\$500	\$500
<i>Sub-Total</i>	<i>\$25,145</i>	<i>\$25,145</i>

Grand Total	\$126,795	\$126,795
--------------------	------------------	------------------