



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

Room 111– 1101 Beach Street  
Flint, Michigan 48502-1470  
(810) 257-3010

DEREK BRADSHAW  
FISCAL OFFICER

**GLS REGION V PLANNING & DEVELOPMENT COMMISSION  
GENESEE COUNTY ADMINISTRATION BUILDING  
1101 BEACH STREET, HARRIS AUDITORIUM, 3<sup>RD</sup> FLOOR  
Tuesday, September 24, 2024  
6:00 P.M.**

**AGENDA**

**I. INTRODUCTION**

- A. Roll Call
- B. Approval of the Minutes of the GLS Region V PDC Regular Meeting held July 23, 2024 (attached)
- C. Approval of the Agenda of GLS Region V PDC Meeting to be held September 24, 2024
- D. Opportunity for the Public to Address the GLS Region V Planning and Development Commission
- E. Communications

**II. ACTION ITEMS**

- A. Financial Report
  - 1. Checks
  - 2. Year-to-Date 2024 Financials (attached)
- B. FY 2024 Budget Adjustments (attached)
- C. Authorization for Year End Budget Adjustments (attached)
- D. Approval of the Fiscal Year 2025 Budget
- E. Pass-Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V) (attached)
- F. Travel Policy Adoption (attached)

**III. DISCUSSION ITEMS**

- A. MAR Update
- B. FY 2026-2029 Rural Task Force (RTF) Program Call for Projects (attached)
- C. 2024 PASER Reports, Dashboard & Interactive Map (presentation)

- D. Asset Management: FY2025 Call for Interest for Data Collection Reimbursement (attached)
- E. FY 2025 Unified Work Program – Allocation Changes (handout)

IV. ANNOUNCEMENTS

V. ADJOURNMENT

**Next Meeting – November 26, 2024**

**GENESEE-LAPEER-SHIAWASSEE REGION V PLANNING and DEVELOPMENT COMMISSION**  
**Tuesday, July 23, 2024 6:00 p.m.**

**MINUTES**

The Genesee-Lapeer-Shiawassee Region V Planning and Development Commission met at 6:00 p.m. on Tuesday, July 23, 2024, in Harris Auditorium of the Genesee County Administration Building, on the third floor, 1101 Beach Street, Flint, Michigan.

Chairperson Hamilton called the meeting to order at 6:00 p.m.

**I. INTRODUCTIONS**

**A. Roll Call**

**Present:** Richard VanHaaften, Derek Bradshaw, Shawnice Dorsey, Alan Himelhoch, William Hamilton, Ed Benning,

**Absent/Excused:** Joe Massey, Gregory Brodeur, Jeffrey Kelley, Michael Hemmingsen, Gabriel Lossing, and Destain Gingell

**Others Present:** Jacob Maurer, Kristofor Garris, and Stephanie Hamilton.

**B. Approval of the Minutes of the GLS Region V PDC Regular Meeting held May 28, 2024**

**Motion: Action:** Approve, **Moved by** Alan Himelhoch, **Supported by** Richard VanHaaften, to approve the minutes of the GLS Region V PDC regular meeting held May 28, 2024 as presented.

**Motion carried unanimously.**

(Documents on file in the GCMPC office)

**C. Approval of the Agenda of GLS Region V PDC Meeting to be held July 23, 2024**

**Motion: Action:** Motion to approve the agenda. **Moved by** Ed Benning, **Supported by** Richard VanHaaften, to approve the agenda of the GLS Region V PDC meeting to be held July 23, 2024.

**Motion carried unanimously.**

(Documents on file with minutes)

**D. Opportunity for the Public to Address the GLS Region V PDC**

No one spoke at this time.

**E. Communications**

Mr. Maurer gave a brief explanation of the communications.

**1. Village of Almont Master Plan Adoption**

Mr. Maurer stated that the Village of Almont has adopted their new master plan. The master plan update can be found on the Village website or at the GCMPC office.

**II. ACTION ITEMS**

**A. Financial Report**

**1. Checks**

Mr. Bradshaw reviewed the checks for the committee. The checks totaled \$39,833.64.

**Motion: Action:** Approve the payment of the checks. **Moved by** Richard VanHaافتen, **Supported by** Alan Himelhoch, to approve the checks in the amount of \$39,833.64 and authorize signing by the proper authorities.

**Motion carried unanimously.**

(Documents on file with minutes)

## **2. Year-To-Date Financials 2024**

Mr. Bradshaw reviewed the YTD 2024 Financials for the Committee.

**Motion: Action:** Approve the YTD 2024 Financials. **Moved by** Richard VanHaافتen, **Supported by** Alan Himelhoch to approve the YTD 2024 Financials.

**Motion carried unanimously.**

(Documents on file with minutes)

## **III. DISCUSSION ITEMS**

### **A. MAR Update**

Mr. Bradshaw stated the Michigan Associated of Regions' (MAR) primary focus area is the Materials Management Plans (MMP). The State of Michigan has communicated that MMPs must be started by January 2025. The State of Michigan has yet to provide guidance outside of the established legislation.

Discussion ensued.

### **B. 2024 PASER Data Collection Update**

Mr. Garris stated that staff collected Pavement Data condition on all Federal Aid Roads within Genesee County in conjunction with the Genesee County Road Commission. This data was last collected in 2022 and Non-Federal Aid Data was last collected in Genesee County in 2023. Federal Aid Data Collection is on an alternating cycle among the Regional Counties, with Lapeer and Shiawassee Counties being collected in odd years (2023,2025,etc.) and Genesee County being collected in even years (2024,2026,etc.). Mr. Garris briefly described general trends from the most recent data collection and stated that reports and an online interactive dashboard will be brought to the next Region V Meeting.

Discussion ensued.

### **C. 2024 Integrated Infrastructure Conference**

Mr. Garris stated that the Transportation Asset Management Council (TAMC) is partnering with the Michigan Water Asset Management Council (WAMC) and Michigan Infrastructure Council (MIC) to host the first Integrated Infrastructure Conference in Grand Rapids on August 12<sup>th</sup> and 13<sup>th</sup>. Conference information and registration can be found on the TAMC website. Mr. Maurer added that the Michigan Infrastructure Council (MIC) has reached out to regions to inquire about potential work programs and to gain a better understanding of regional planning.

Discussion ensued.

## **V. ADJOURNMENT**

Chairperson Hamilton adjourned the meeting at 6:17 p.m.

Respectfully submitted,

Kristofor Garris, Planner

Genesee County Metropolitan Planning Commission



**GLS REGION V**  
**Revenue Budget Variance Report**  
**For the Period October 1, 2023 to August 31, 2024**

<u>Revenue</u>	<u>Total Budget</u>	<u>YTD Actuals</u>	<u>Available Budget</u>	<u>Estimated YTD Budget</u>	<u>Revenues As % of Total Budget</u>
MDOT-Planning Grant	34,000	23,285	10,715	31,167	68%
MDOT-Asset Management	46,000	35,873	10,127	42,167	78%
MDOT-Rural Task Force	23,145	20,040	3,105	21,216	87%
Spark Grant	72,604	1,705	70,899	66,554	2%
Regional Housing Grant	150,071	37,899	112,172	137,565	25%
Regional Prosperity Grant	37,268	16,468	20,800	34,163	44%
Traffic Counting	1,740	50	1,690	1,595	3%
Bank Account Interest	300	242	58	275	81%
<b>TOTAL REVENUE</b>	<b><u>365,128</u></b>	<b><u>135,562</u></b>	<b><u>\$229,567</u></b>	<b><u>334,701</u></b>	

**GLS REGION V**  
**Statement of Expenditures: Actual vs. Budget**  
**For the Period October 1, 2023 to August 31, 2024**

	<u>Total Budget</u>	<u>YTD Actuals</u>	<u>Available Budget</u>	<u>Estimated YTD Budget</u>	<u>Expenditures As % of Total Budget</u>
702.000 Salary, Per Diem	1,190	-	1,190	1,091	0%
754.000 Supplies	11,084	90	10,994	10,160	1%
956.002 Bank Service Charges	84	77	7	77	92%
804.000 Consultants	250,986	111,429	139,557	230,071	44%
801.044 Auditing	7,000	7,000	-	6,417	0%
801.004 Service Contracts	15,000	5,091	9,909	13,750	34%
900.014 Advertising	7,155	1,156	5,999	6,559	16%
910.005 Training	965	100	865	885	10%
915.000 Memberships	1,100	960	140	1,008	87%
899.000 Projects	65,161	5,739	59,422	59,731	9%
913.001 Travel	2,330	867	1,463	2,136	37%
980.000 Equipment	3,073	3,073	-	2,817	100%
<b>TOTAL EXPENSES</b>	<b><u>365,128</u></b>	<b><u>\$135,583</u></b>	<b><u>\$229,546</u></b>	<b><u>\$331,884</u></b>	

**Budget Variance:** **0**  
Excess Revenues over Expenditures

EXHIBIT II

**GLS REGION V**  
**Due From Other Governmental Units**  
**For the Period October 1, 2023 to August 31, 2024**

Due from M.D.O.T.	<u>8,761</u>
Total Due from Other Governmental Units	<u><u>\$8,761</u></u>

EXHIBIT III

**GLS REGION V**  
**Statement of Revenue and Expenditures**  
**For the Period October 1, 2023 to August 31, 2024**

REVENUE (Exhibit IV)		<u><u>\$135,562</u></u>
EXPENDITURES (Exhibit V):		
Supplies	90	
Other Operating Charges	134,625	
Travel	867	
Capital Outlay	0	<u>135,583</u>
EXCESS REVENUE OVER/-UNDER EXPENDITURES		<u><u>(\$21)</u></u>

**GLS REGION V  
BALANCE SHEET  
For the period ending August 31, 2024**

**ASSETS**

Cash		\$31,468
Accounts Receivable		\$20,072
Prepaid Expense		<u>\$0</u>
<b>TOTAL ASSETS</b>		<b><u>\$51,540</u></b>

**LIABILITIES**

Accounts Payable		\$22,707
Deferred Revenue		\$13,108

**FUND BALANCE**

Fund Balance Restricted-Audit		
Fund Balance Restricted-Traffic Counter Supplies		
Fund Balance Unrestricted		<u>\$12,099</u>

**TOTAL LIABILITIES, RESERVES, AND FUND BALANCE** **\$47,914**

Fund Balance, October 1, 2023	12,120	
Excess Revenue Over Expenditures	<u>(21)</u>	
Fund Balance August 31, 2024		<u><u>12,099</u></u>



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

Room 111– 1101 Beach Street  
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**DEREK BRADSHAW**  
FISCAL OFFICER

## **MEMORANDUM**

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** Derek Bradshaw, Fiscal Officer

**DATE:** September 24, 2024

**SUBJECT:** FY2024 Budget Adjustments

As part of the budgetary process, revenues and expenditures may need to be adjusted after the budget has been adopted. The requested adjustments will affect the budget as follows:

### Proposed Budget Statement of Revenues:

- Increase MDOT-Asset Mgmt by \$4,000 for additional Asset Management money received

### Proposed Budget Statement of Expenditures:

- Transfer \$1,200 from consultants to advertising for projected additional Rural Task Force costs
- Increase service contracts general by \$3,300 and consultants by \$700 for additional Asset Management money received

Detailed adjustment amounts are attached. At this time, staff is requesting approval for these FY 2024 budget adjustments.

**GLS REGION V**  
**Proposed Budget Statement of Revenues for FYE24**  
**For the Period October 1, 2023 to September 30, 2024**

Account #	FY 2024 Approved Budget	FY 2024 Requested Changes	FY 2024 Requested New Budget
539.000 Regional Prosperity	37,268		37,268
679.001 MDOT-Asset Mgmt	46,000	4,000	50,000
679.001 MDOT-Region V Work Program	34,000		34,000
679.001 MDOT-Region V SPR-RTF	23,145		23,145
679.001 Regional Housing	150,071		150,071
504.000 Spark Grant	69,531		69,531
667.000 Traffic Counter Revenue	1,740		1,740
665.004 Bank Account Interest	300		300
<b>TOTAL REVENUE</b>	<u><u>362,055</u></u>	<u><u>4,000</u></u>	<u><u>366,055</u></u>

**GLS REGION V**  
**Proposed Budget Statement of Expenditures for FYE24**  
**For the Period October 1, 2023 to September 30, 2024**

Account #	FY 2024 Approved Budget	FY 2024 Requested Changes	FY 2024 Requested New Budget
702.000 Salary, per diem	1,190		1,190
754.000 Supplies	8,011		8,011
956.002 Bank Service Charges	84		84
804.000 Consultants	250,986	(500)	250,486
801.044 Auditing	7,000		7,000
801.004 Service Contracts General	15,000	3,300	18,300
900.014 Advertising	7,155	1,200	8,355
910.005 Training	965		965
915.000 Memberships	1,100		1,100
980.000 Equipment	3,073		3,073
899.000 Projects	65,161		65,161
913.001 Travel	2,330		2,330
<b>TOTAL EXPENDITURES</b>	<u><u>\$362,055</u></u>	<u><u>\$4,000</u></u>	<u><u>\$366,055</u></u>
 <b>REVENUE OVER EXPENDITURES</b>	 0	 0	 0



# Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

ROOM 223 – 1101 BEACH STREET  
TELEPHONE (810) 257-3010

FLINT, MICHIGAN 48502-1470  
FAX (810) 257-3185

DEREK BRADSHAW  
FISCAL OFFICER

## MEMORANDUM

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** Derek Bradshaw, Fiscal Officer

**DATE:** September 24, 2024

**SUBJECT:** **Authorization for Year End Budget Adjustments**

In order to close out the 2024 Fiscal Year, adjustments to the budget may be needed due to unforeseen item shortfalls. I am requesting the authority to make budget transfers that do not exceed 25% of the total amount of the line item, or any changes to line items less than \$6,000. Budget transfers exceeding 25% of the total amount of the line item will be presented to the Commission for approval.



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

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**DEREK BRADSHAW**  
FISCAL OFFICER

**MEMORANDUM**

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** Jacob Maurer, Division Manager  
Genesee County Metropolitan Planning Commission

**DATE:** September 24, 2024

**SUBJECT: Approval of the Fiscal Year 2025 Budget**

The Genesee-Lapeer-Shiawassee (GLS) Region V Planning and Development Commission's FY 2025 budget is attached.

At this time, staff is requesting that the GLS Region V Planning and Development Commission approve the attached FY 2025 budget and resolution, as well as the authority for William Hamilton, Chairperson, to sign the resolution.



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

Room 111– 1101 Beach Street  
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**DEREK BRADSHAW**  
FISCAL OFFICER

**RESOLUTION APPROVING THE GENESEE-LAPEER-SHIAWASSEE REGION V PLANNING  
AND DEVELOPMENT COMMISSION (GLS REGION V) FISCAL YEAR 2025 BUDGET**

BE IT RESOLVED, by the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V PDC) that the budget attached to this resolution (the proposed budget) is adopted as the GLS Region V PDC budget for the fiscal year commencing October 1, 2024, and ending September 30, 2025, (the "Ensuing Fiscal Year").

BE IT FURTHER RESOLVED, that the proposed budget dated October 1, 2024 to September 30, 2025, and supporting documentation being on file with the official records of the September 24, 2024, meeting of the GLS Region V PDC.

\_\_\_\_\_  
William Hamilton, Chairperson  
GLS Region V PDC

DATE: \_\_\_\_\_

**GLS REGION V**  
**Proposed Budget Statement of Revenues for FYE25**  
**For the Period October 1, 2024 to September 30, 2025**

Account #		<b>Budget FY 2024</b>	<b>Budget FY 2025</b>
539.000	Regional Prosperity Grant	37,268	13,000
679.001	MDOT-Asset Mgmt	46,000	46,000
679.001	MDOT-Region V Work Program	34,000	34,000
679.001	MDOT-Region V SPR-RTF	23,145	23,145
679.001	Regional Housing Grant	150,071	100,000
667.000	Traffic Counting	1,740	1,084
665.004	Bank Account Interest	300	300
504.000	Spark Grant	69,531	65,000
	<b>TOTAL REVENUE</b>	<u><u>362,055</u></u>	<u><u>282,529</u></u>

**GLS REGION V**  
**Proposed Budget Statement of Expenditures for FYE25**  
**For the Period October 1, 2024 to September 30, 2025**

Account #		<b>Budget FY 2024</b>	<b>Budget FY 2025</b>
702.000	Salary, per diem	1,190	1,100
754.000	Supplies	8,011	8,130
956.002	Bank Service Charges	84	84
804.000	Consultants	250,986	230,100
801.044	Auditing	7,000	0
801.004	Service Contracts General	15,000	20,000
900.014	Advertising	7,155	7,245
910.005	Training	965	1,070
915.000	Memberships	1,100	1,100
899.000	Projects	65,161	11,500
980.000	Equipment	3,073	
913.001	Travel	2,330	2,200
	<b>TOTAL EXPENDITURES</b>	<u><u>\$362,055</u></u>	<u><u>\$282,529</u></u>
	<b>REVENUE OVER EXPENDITURES</b>	0	0

\*Please note the \$1,155 in Salary, per diem expenditures are coming out of our unrestricted fund balance.



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

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DEREK BRADSHAW  
FISCAL OFFICER

**MEMORANDUM**

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** Jacob Maurer, Division Manager  
Genesee County Metropolitan Planning Commission

**DATE:** September 24, 2024

**SUBJECT: Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V)**

GLS Region V provides funding to the Genesee County Metropolitan Planning Commission (GCMPC) to pay for staff services to implement the Michigan Department of Transportation (MDOT) funded regional transportation work program in Genesee, Lapeer, and Shiawassee counties. GCMPC is reimbursed by GLS Region V for staff services provided. MDOT requires a formal agreement between GLS Region V and GCMPC in order for GCMPC to be reimbursed for staff services. An agreement between GLS Region V and GCMPC is attached and the only updates from the previous agreement are date changes.

At this time staff is requesting that the GLS Region V Planning and Development Commission approve the attached agreement as well as the authority for Derek Bradshaw, Fiscal Officer, to sign the agreement through the approval of the attached resolution.



# Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

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DEREK BRADSHAW  
FISCAL OFFICER

## RESOLUTION APPROVING A PASS-THROUGH AGREEMENT BETWEEN THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC) AND THE GENESEE- LAPEER-SHIAWASSEE REGION V PLANNING AND DEVELOPMENT COMMISSION (GLS REGION V)

BE IT RESOLVED, by the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V PDC) that the request to enter into a pass through agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the GLS Region V PDC for the 2025 FY, is approved (a copy of the memorandum request dated September 24, 2024, and supporting documentation being on file with the official records of the September 24, 2024, meeting of the GLS Region V PDC), and the Fiscal Officer Derek Bradshaw is authorized to execute the agreement.

\_\_\_\_\_  
William Hamilton, Chairperson  
GLS Region V PDC

DATE: \_\_\_\_\_

**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 \_\_\_\_\_ 2024 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 nonconurrence, 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 10/01/24 through 09/30/25 for the funding amount not to exceed \$103,145 as budgeted in the PROGRAM.

40. AWARD

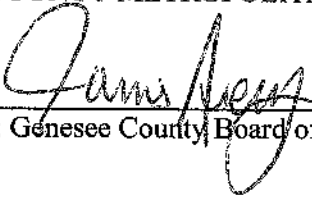
The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of SUBCONTRACTOR and GLS REGION V.

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

Michigan Department  
Of Transportation  
0165 (08/15)

### 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 effects 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](http://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.



## 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, 2024 to September 30, 2025)

## Michigan Transportation Funded Work Items

	<b>MDOT</b>	<b>TOTAL</b>
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	\$46,000	\$46,000
<hr/>		
<i>Sub-Total</i>	<i>\$80,000</i>	<i>\$80,000</i>

## Statewide Planning and Research (SPR) Work Items

Management of Rural Task Force and Small Urban	\$19,000	\$19,000
RTF/Small Urban Public Involvement and Consultation Process for Non-Metropolitan Areas	\$ 3,645	\$ 3,645
Air Quality Conformity Planning	\$ 500	\$ 500
<hr/>		
<i>Sub-Total</i>	<i>\$23,145</i>	<i>\$23,145</i>

<b>Grand Total</b>	<b>\$103,145</b>	<b>\$103,145</b>
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**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

Room 111– 1101 Beach Street  
Flint, Michigan 48502-1470  
(810) 257-3010

DEREK BRADSHAW  
FISCAL OFFICER

## **MEMORANDUM**

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** Jacob Maurer, Division Manager

**DATE:** September 24, 2024

**SUBJECT: Travel Policy Adoption**

GLS Region V annually enters into an agreement with GCMPC to pay for staff services to implement MDOT's regional transportation work program. Included in the annual work program is the requirement that staff attend regional and statewide meetings that may require overnight travel. Typical expenses include registration fees, lodging, and meal reimbursement.

The most current Travel Policy was approved by the Genesee County Board of Commissioners in July 2024. See attached.

At this time staff is requesting that the GLS Region V Planning and Development Commission adopt the attached Genesee County Travel Policy.



## 02.001: Travel Policy

Effective: 07/24/2024 – RES-2024-699

### **Purpose:**

The Genesee County Board of County Commissioners recognize that travel may be required, and expenses may be incurred that will require reimbursement by the County as part of our efforts to fulfill the mission of Genesee County. The purpose of this policy is to ensure that (1) adequate costs controls are in place, (2) travel and other expenditures are appropriate, and (3) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by personnel.

### **Authority and Responsibility:**

The Board of County Commissioners authorize its Director of Administration to review and approve budgeted travel expenses through the Document Review Process. Any travel request that is not part of an approved budget must seek Board approval.

### **Application:**

These regulations shall govern all County Officials, County Personnel, and any other person who submits a request to the County for reimbursement of travel expenses. Individuals shall not attend an educational program and have the cost paid by the County if the individual's term is ending or if the individual is retiring from qualifying employment within two (2) months after the last day of the educational program.

### **Policy:**

#### **1. REQUIREMENTS**

- a. **Authority for Travel:** All travel is considered authorized by the Genesee County Board of County Commissioners (the Board) if:
  - i. It is included in the current fiscal year's adopted budget
  - ii. It is approved through the Document Review Process
  - iii. If required, approved by resolution of the Board
  - iv. Travel required by the Board Office and staff



- b. **Monthly Reporting:** To keep the Board apprised, the Department of Fiscal Services shall provide a report on all travel and reimbursements during the previous month to the Finance Committee through the Board's Director of Administration. The report will include:
  - i. Name of person who traveled
  - ii. The department the person works in
  - iii. The name of the conference attended
  - iv. The reason for reimbursement
  - v. The total cost reimbursed and paid for by the County
- c. **Non-County Employee Travel:** Actual travel expenses paid by the County for persons other than County personnel who are called upon to contribute time and services as consultants or advisers must be authorized by the Board in advance. All requests for reimbursement must be submitted on the County Travel Expense Voucher as created and used by the Department of Fiscal Services.
- d. **Travel Advance Request:** Representatives of the County conducting official business may be provided with a cash advance to cover their expenses when the following procedures are adhered to by the attendee.
  - i. The advance is authorized and approved by the department head in accordance with Genesee County's Travel Policy.
  - ii. The request is submitted with sufficient time for appropriate approvals to be obtained.
  - iii. No other travel advance request is open.
- e. **Post Travel Documentation:** Within ten (10) days, proper documentation must be submitted to the Department of Fiscal Services. Failure to meet the ten (10) day deadline will waive the requestor's entitlement to reimbursement. Documentation includes:
  - i. A signed County Travel Expense Voucher (one per event).
  - ii. Receipts for any expenditure.
  - iii. A final accounting of the actual expenses incurred, including proper supporting documentation.
- f. **Travel Report:** Within ten (10) days of return, the attendee shall provide a copy of the "Report Regarding Workshop, Conference, Convention, or Seminar Attended" to the department's parent committee chairperson and vice-chairperson through the Director of Administration.
- g. **Vouchers:** All reimbursable expenses for local travel will be reported on the Genesee County Local Travel Expense Voucher (as created by the Department of Fiscal Services). This form is to be used for reimbursement of expenses including:
  - i. Mileage using personal vehicles.
  - ii. Local workshops
  - iii. Other reimbursements as approved



## 2. AIR TRANSPORTATION

- a. **Air Travel Reservations:** Reservations should be made as far in advance as possible to take advantage of reduced fares. The Board values the economic impact of our local travel options. As such, the County will reimburse/pay for the cost of the lower fare available for flights from Bishop International Airport. Flights should be booked through the authorized booking service as determined by the Director of Administration. To the extent possible, this service should be used in all instances. Any deviation from the use of this booking service should be approved by the Director of Administration prior to booking the flight. Failure to comply with this requirement will result in future travel and training opportunities being suspended. Personnel traveling on behalf of the County may accept and retain frequent flyer miles and compensation for denied boarding for their personal use.
- b. **Parking and Mileage Reimbursement:** If a personal vehicle is used, the attendee will be allowed mileage from their normal workplace to and from the commercial terminal. In all instances, County motor pool vehicles should be used when available.

## 3. Lodging

- a. Personnel traveling on behalf of Genesee County will be reimbursed at the single room rate for reasonable cost of hotel accommodation. Days for extended travel, before or after County business for personal pleasure, are not considered allowable days and related expenses for lodging, meals, and miscellaneous expenses will not be reimbursed by the County. When available, booking should be completed through the approved conference website to take advantage of conference room rates.

## 4. Meals and Incidental Rate

- a. **Allowance:** Personnel traveling on behalf of Genesee County will be reimbursed based on the U.S. General Services Administration's Per Diem Rate. The calculation for reimbursement can be found at their [website](#) using the "Search by state" function. Meals acquired during normal work-related travel will not be reimbursed by the County. This includes County meetings, transportation of prisoners, local training and certification classes, local presentations to the public for informational purposes, and inspections when those events happen within Genesee County.

## 5. Ground Transportation

- a. **Shared Transportation:** To the extent possible, when more than one person is attending an overnight or a one-day conference, seminar, or out-of-town meeting, shared travel must be arranged. If travel cannot be shared, the reason must be disclosed on their travel voucher and must be approved in advance by the department head.



- b. **Ride Share:** The County encourages the use of ride share services for business purposes where public transportation is not available. You must include receipts when asking for reimbursement.
  - c. **Rental Vehicles:** Vehicle rental will be allowed if lodging and meeting facilities are 25 miles or more apart and other modes of transportation are more expensive or not available. Vehicle rental charges will be limited to business only miles which must be explained completely on the County Travel Expense Voucher. Miles for employees' pleasure (not business related) are not chargeable to the County and all vehicle rentals charges will be prorated according to business and pleasure miles traveled.
  - d. **Personal Vehicle Use:** Personnel are compensated for use of their personal vehicles at the current approved [IRS rate](#). Reimbursement of mileage will be based on actual miles shown on Google Maps using the shortest route available. Traveling to an event that is not by air, rail, or space should be by County vehicle unless other arrangements are approved by the department head. It is required that County employees on official business be properly licensed by the State of Michigan and be adequately protected by personal liability and property damage insurance at their own expense. At no time shall personal driving be charged to the County. No mileage will be allowed for travel between and employees' residence and his/her official workstation.
6. **Miscellaneous Expenses:**
- a. **Travel Related:** The following travel-related expenses are acceptable and will be reimbursed when appropriate supporting documentation is provided:
    - i. Baggage (no more than two bags)
    - ii. Foreign Currency Charges
    - iii. Visas
    - iv. Parking & Toll Charges
    - v. Airport Parking
    - vi. Reasonable business expenses for the purpose of work on behalf of Genesee County (as approved and reviewed by Fiscal Services)



7. **Non-Reimbursable Expenses:** Genesee County maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed by County government. The following are examples of non-reimbursable expenses:

- i. Travel Insurance
- ii. First class tickets or upgrades
- iii. Tipping for maid or valet service
- iv. Movies, liquor, or bar costs
- v. Participation in or attendance at golf, tennis, or sporting events
- vi. Purchase of any sporting equipment
- vii. Spa, exercise charges, tourist attractions
- viii. Clothing purchases
- ix. Business conferences and entertainment which are not approved by a designated officer or director of Genesee County
- x. Damage to personal vehicles, the loss/theft of goods
- xi. Toiletry articles
- xii. Expenses for spouses, friends, or relatives.
- xiii. Gasoline



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

Room 111– 1101 Beach Street  
Flint, Michigan 48502-1470  
(810) 257-3010

DEREK BRADSHAW  
FISCAL OFFICER

**MEMORANDUM**

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** McKenna Dutkiewicz, Planner  
Genesee County Metropolitan Planning Commission

**DATE:** September 24, 2024

**SUBJECT: FY 2026-2029 Rural Task Force (RTF) Program Call for Projects**

The Michigan Department of Transportation (MDOT) has issued the FY 2026-2029 Rural Task Force Program Call for Projects (CFP). The purpose of this CFP is to solicit projects from local rural highway and transit agencies wishing to utilize Federal Surface Transportation Block Grant Program (STBG) and State Transportation Economic Development Fund Category D (State D) funding for FY 2026 - 2029. STBG funds require at least a 20% non-federal match and State D funds require at least 20% non-state match.

STBG funds must be spent on construction costs, contingencies for highway projects, or transit capital projects. State D funds must be used for physical construction only. Attached are MDOT's estimates of the four years of STBG and State D funding for Lapeer and Shiawassee Counties.

Staff will coordinate RTF meetings so the RTF committee can approve road and transit projects for the funding. Projects are due to our office by November 25, 2024. Please feel free to contact McKenna Dutkiewicz at 810-766-6562 or [mdutkiewicz@geneseecountymi.gov](mailto:mdutkiewicz@geneseecountymi.gov) for questions regarding this Call for Projects.



## **Local Rural Task Force Program**

### **Fiscal Years 2026-2029 Call for Projects Information**

#### **Introduction**

The Michigan Department of Transportation (MDOT) in conjunction with the Local Rural Task Force Program Advisory Board is issuing a “Call for Projects” in non-metropolitan areas for fiscal years (FYs) 2026-2029. The purpose of the call is to solicit projects from local rural highway and transit agencies wishing to utilize federal and state transportation funding for FYs 2026-2029. Projects selected to receive funding will be included in the FYs 2026-2029 Statewide Transportation Improvement Program (STIP).

The STIP is a statewide listing of transportation projects covering a period of four years that is consistent with the State Long-Range Transportation Plan. It presents the fiscally constrained, multimodal transportation program for Michigan and includes all federally funded projects scheduled for some phase of implementation over a four-year period.

The current Michigan STIP covers FYs 2026-2029. MDOT is developing a new STIP during FY 2025 that will cover FYs 2026-2029. It is anticipated that the new STIP will be federally approved on or before October 1, 2025. The FYs 2026-2029 STIP will cover the four fiscal years between October 1, 2025 and September 30, 2029.

This document provides additional information to Rural Task Force agencies regarding the call process, available funding, project eligibility, and the selection process.

#### **What is the Call for Projects?**

The Call for Projects is a process through which funding is allocated to rural highway and transit projects that serve the highest priority needs of the region. Through the call, local rural agencies submit projects to be presented, reviewed, and prioritized by their Rural Task Force and if approved, those projects will become programmed as part of the FYs 2026-2029 STIP.

#### **How much funding is available?**

Funding for the Local Rural Task Force Program is provided by MDOT through two sources: the federally funded Surface Transportation Block Grant Program (STP), and the state funded Transportation Economic Development Fund-Category D (State D) Program.

The STP Program funds projects that preserve and improve the conditions and performance of federal-aid highway and transit capital projects, including terminals and facilities. The State D Program serves economic development by establishing and integrating a local secondary all-season road system with the state trunkline system.

It is anticipated that MDOT will provide approximately \$64 million in STP allocation annually to the Rural Task Force Program for FYs 2026 through 2029 and approximately \$10 million in State D funds.

### **How is funding distributed?**

MDOT uses a statewide formula to allocate STP funds to each Rural Task Force. Allocations are published by county as an aid to selecting projects only, the STP funds are tracked and managed by MDOT finance at the RTF level. State D funds are allocated at the county level and are tracked by and managed at the county level. Allocations represent the target amounts that each Rural Task Force uses to program projects for the fiscal year. Task forces are required to select projects in accordance with the targets established by MDOT, which are based on projected amounts of federal and state funds to be received. This is very challenging due to current uncertainties with federal and state funding. Funding targets may be adjusted in the future to reflect updated state and/or federal legislation or unanticipated factors.

In FY 2018 the Rural Task Force Program Advisory Board set the policy to program projects to 100 percent of the allocation targets. The federal obligation authority averages 93-95 percent of the allocation targets. Programming above the obligation authority allows full utilization of the obligation authority and of any available August redistribution.

Table 1 shows anticipated STP and State D target amounts for each Rural Task Force from FYs 2026 through 2029. All federal funds require a non-federal or “local” match. In Michigan, the standard local match is 20 percent, or the sliding scale of 18.15 percent can be used. State D funds require a non-state or “local” match of 20 percent. For highway projects, the local match must be provided by the project sponsor as a monetary cash match. For transit projects, the local match is provided by MDOT through the Comprehensive Transportation Fund (CTF).

All dollar amounts represented in the following table are estimates.

**Table 1: FYs 2026 - 2029 Annual STP and State D Target Allocation Estimates**

		FY 2026 STBG Combined Estimates	FY 2027 STBG Combined Estimates	FY 2028 STBG Combined Estimates	FY 2029 STBG Combined Estimates			FY 2026 State Cat D Estimates	FY 2027 State Cat D Estimates	FY 2028 State Cat D Estimates	FY 2029 State Cat D Estimates
RTF 1	Livingston	\$ 950,000	\$ 970,000	\$ 990,000	\$ 1,010,000		Livingston	\$ 96,177	\$ 96,177	\$ 96,177	\$ 96,177
	Monroe	\$ 938,000	\$ 957,000	\$ 976,000	\$ 997,000		Monroe	\$ 131,489	\$ 131,489	\$ 131,489	\$ 131,489
	St. Clair	\$ 907,000	\$ 926,000	\$ 946,000	\$ 966,000		St. Clair	\$ 204,193	\$ 204,193	\$ 204,193	\$ 204,193
	Washtenaw	\$ 1,082,000	\$ 1,104,000	\$ 1,127,000	\$ 1,150,000		Washtenaw	\$ 158,223	\$ 158,223	\$ 158,223	\$ 158,223
	<b>RTF 1 Total</b>	<b>\$ 3,876,000</b>	<b>\$ 3,956,000</b>	<b>\$ 4,039,000</b>	<b>\$ 4,122,000</b>		<b>RTF 1 Total</b>	<b>\$ 590,082</b>	<b>\$ 590,082</b>	<b>\$ 590,082</b>	<b>\$ 590,082</b>
RTF 2	Hillsdale	\$ 961,000	\$ 980,000	\$ 1,002,000	\$ 1,022,000		Hillsdale	\$ 176,160	\$ 176,160	\$ 176,160	\$ 176,160
	Jackson	\$ 1,309,000	\$ 1,335,000	\$ 1,363,000	\$ 1,392,000		Jackson	\$ 211,209	\$ 211,209	\$ 211,209	\$ 211,209
	Lenawee	\$ 1,264,000	\$ 1,291,000	\$ 1,317,000	\$ 1,344,000		Lenawee	\$ 217,995	\$ 217,995	\$ 217,995	\$ 217,995
	<b>RTF 2 Total</b>	<b>\$ 3,534,000</b>	<b>\$ 3,607,000</b>	<b>\$ 3,682,000</b>	<b>\$ 3,759,000</b>		<b>RTF 2 Total</b>	<b>\$ 605,363</b>	<b>\$ 605,363</b>	<b>\$ 605,363</b>	<b>\$ 605,363</b>
	RTF 3	Barry	\$ 1,019,000	\$ 1,041,000	\$ 1,062,000	\$ 1,084,000		Barry	\$ 165,898	\$ 165,898	\$ 165,898
Branch		\$ 839,000	\$ 856,000	\$ 874,000	\$ 892,000		Branch	\$ 161,963	\$ 161,963	\$ 161,963	\$ 161,963
Calhoun		\$ 1,072,000	\$ 1,094,000	\$ 1,117,000	\$ 1,140,000		Calhoun	\$ 204,149	\$ 204,149	\$ 204,149	\$ 204,149
Kalamazoo		\$ 880,000	\$ 898,000	\$ 917,000	\$ 935,000		Kalamazoo	\$ 121,622	\$ 121,622	\$ 121,622	\$ 121,622
St. Joseph		\$ 875,000	\$ 893,000	\$ 912,000	\$ 931,000		St. Joseph	\$ 151,545	\$ 151,545	\$ 151,545	\$ 151,545
<b>RTF 3 Total</b>		<b>\$ 4,684,000</b>	<b>\$ 4,782,000</b>	<b>\$ 4,881,000</b>	<b>\$ 4,983,000</b>		<b>RTF 3 Total</b>	<b>\$ 805,177</b>	<b>\$ 805,177</b>	<b>\$ 805,177</b>	<b>\$ 805,177</b>
RTF 4	Berrien	\$ 959,000	\$ 979,000	\$ 1,000,000	\$ 1,020,000		Berrien	\$ 167,197	\$ 167,197	\$ 167,197	\$ 167,197
	Cass	\$ 786,000	\$ 801,000	\$ 818,000	\$ 835,000		Cass	\$ 115,998	\$ 115,998	\$ 115,998	\$ 115,998
	Van Buren	\$ 1,076,000	\$ 1,098,000	\$ 1,121,000	\$ 1,143,000		Van Buren	\$ 153,771	\$ 153,771	\$ 153,771	\$ 153,771
	<b>RTF 4 Total</b>	<b>\$ 2,820,000</b>	<b>\$ 2,878,000</b>	<b>\$ 2,939,000</b>	<b>\$ 2,999,000</b>		<b>RTF 4 Total</b>	<b>\$ 436,966</b>	<b>\$ 436,966</b>	<b>\$ 436,966</b>	<b>\$ 436,966</b>
RTF 5	Lapeer	\$ 1,217,000	\$ 1,242,000	\$ 1,268,000	\$ 1,294,000		Lapeer	\$ 164,028	\$ 164,028	\$ 164,028	\$ 164,028
	Shiawassee	\$ 924,000	\$ 943,000	\$ 963,000	\$ 983,000		Shiawassee	\$ 171,722	\$ 171,722	\$ 171,722	\$ 171,722
	<b>RTF 5 Total</b>	<b>\$ 2,142,000</b>	<b>\$ 2,185,000</b>	<b>\$ 2,231,000</b>	<b>\$ 2,278,000</b>		<b>RTF 5 Total</b>	<b>\$ 335,750</b>	<b>\$ 335,750</b>	<b>\$ 335,750</b>	<b>\$ 335,750</b>
RTF 6	Clinton	\$ 888,000	\$ 907,000	\$ 926,000	\$ 945,000		Clinton	\$ 143,362	\$ 143,362	\$ 143,362	\$ 143,362
	Eaton	\$ 874,000	\$ 892,000	\$ 911,000	\$ 929,000		Eaton	\$ 141,619	\$ 141,619	\$ 141,619	\$ 141,619
	Ingham	\$ 846,000	\$ 864,000	\$ 882,000	\$ 900,000		Ingham	\$ 142,298	\$ 142,298	\$ 142,298	\$ 142,298
	<b>RTF 6 Total</b>	<b>\$ 2,608,000</b>	<b>\$ 2,662,000</b>	<b>\$ 2,717,000</b>	<b>\$ 2,774,000</b>		<b>RTF 6 Total</b>	<b>\$ 427,280</b>	<b>\$ 427,280</b>	<b>\$ 427,280</b>	<b>\$ 427,280</b>
RTF 7A	Huron	\$ 1,093,000	\$ 1,115,000	\$ 1,138,000	\$ 1,162,000		Huron	\$ 168,022	\$ 168,022	\$ 168,022	\$ 168,022
	Sanilac	\$ 1,376,000	\$ 1,404,000	\$ 1,433,000	\$ 1,463,000		Sanilac	\$ 177,439	\$ 177,439	\$ 177,439	\$ 177,439
	Tuscola	\$ 1,194,000	\$ 1,219,000	\$ 1,244,000	\$ 1,269,000		Tuscola	\$ 175,716	\$ 175,716	\$ 175,716	\$ 175,716
	<b>RTF 7A Total</b>	<b>\$ 3,663,000</b>	<b>\$ 3,738,000</b>	<b>\$ 3,816,000</b>	<b>\$ 3,894,000</b>		<b>RTF 7A Total</b>	<b>\$ 521,177</b>	<b>\$ 521,177</b>	<b>\$ 521,177</b>	<b>\$ 521,177</b>
RTF 7B	Bay	\$ 720,000	\$ 734,000	\$ 750,000	\$ 765,000		Bay	\$ 130,630	\$ 130,630	\$ 130,630	\$ 130,630
	Gratiot	\$ 870,000	\$ 888,000	\$ 907,000	\$ 926,000		Gratiot	\$ 169,218	\$ 169,218	\$ 169,218	\$ 169,218
	Saginaw	\$ 1,248,000	\$ 1,274,000	\$ 1,301,000	\$ 1,328,000		Saginaw	\$ 187,706	\$ 187,706	\$ 187,706	\$ 187,706
	<b>RTF 7B Total</b>	<b>\$ 2,838,000</b>	<b>\$ 2,897,000</b>	<b>\$ 2,957,000</b>	<b>\$ 3,019,000</b>		<b>RTF 7B Total</b>	<b>\$ 487,554</b>	<b>\$ 487,554</b>	<b>\$ 487,554</b>	<b>\$ 487,554</b>
RTF 7C	Clare	\$ 750,000	\$ 765,000	\$ 781,000	\$ 797,000		Clare	\$ 115,442	\$ 115,442	\$ 115,442	\$ 115,442
	Gladwin	\$ 702,000	\$ 716,000	\$ 731,000	\$ 747,000		Gladwin	\$ 115,832	\$ 115,832	\$ 115,832	\$ 115,832
	Isabella	\$ 909,000	\$ 928,000	\$ 948,000	\$ 968,000		Isabella	\$ 165,981	\$ 165,981	\$ 165,981	\$ 165,981
	Midland	\$ 726,000	\$ 742,000	\$ 757,000	\$ 772,000		Midland	\$ 112,986	\$ 112,986	\$ 112,986	\$ 112,986
	<b>RTF 7C Total</b>	<b>\$ 3,087,000</b>	<b>\$ 3,152,000</b>	<b>\$ 3,217,000</b>	<b>\$ 3,284,000</b>		<b>RTF 7C Total</b>	<b>\$ 510,241</b>	<b>\$ 510,241</b>	<b>\$ 510,241</b>	<b>\$ 510,241</b>
RTF 7D	Arenac	\$ 487,000	\$ 498,000	\$ 508,000	\$ 519,000		Arenac	\$ 90,470	\$ 90,470	\$ 90,470	\$ 90,470
	Iosco	\$ 583,000	\$ 595,000	\$ 607,000	\$ 620,000		Iosco	\$ 103,793	\$ 103,793	\$ 103,793	\$ 103,793
	Ogemaw	\$ 690,000	\$ 705,000	\$ 719,000	\$ 734,000		Ogemaw	\$ 120,773	\$ 120,773	\$ 120,773	\$ 120,773
	Roscommon	\$ 499,000	\$ 510,000	\$ 520,000	\$ 532,000		Roscommon	\$ 73,773	\$ 73,773	\$ 73,773	\$ 73,773
	<b>RTF 7D Total</b>	<b>\$ 2,260,000</b>	<b>\$ 2,307,000</b>	<b>\$ 2,356,000</b>	<b>\$ 2,404,000</b>		<b>RTF 7D Total</b>	<b>\$ 388,809</b>	<b>\$ 388,809</b>	<b>\$ 388,809</b>	<b>\$ 388,809</b>

**Table 1 (continued): FYs 2026 - 2029 Annual STP and State D Target Allocation Estimates**

<b>RTF 8A</b>	Mecosta	\$ 801,000	\$ 817,000	\$ 834,000	\$ 852,000	Mecosta	\$ 125,562	\$ 125,562	\$ 125,562	\$ 125,562
	Montcalm	\$ 1,200,000	\$ 1,225,000	\$ 1,251,000	\$ 1,277,000	Montcalm	\$ 182,063	\$ 182,063	\$ 182,063	\$ 182,063
	Osceola	\$ 731,000	\$ 746,000	\$ 762,000	\$ 777,000	Osceola	\$ 124,351	\$ 124,351	\$ 124,351	\$ 124,351
	<b>RTF 8A Total</b>	<b>\$ 2,731,000</b>	<b>\$ 2,788,000</b>	<b>\$ 2,846,000</b>	<b>\$ 2,906,000</b>	<b>RTF 8A Total</b>	<b>\$ 431,976</b>	<b>\$ 431,976</b>	<b>\$ 431,976</b>	<b>\$ 431,976</b>
<b>RTF 8B</b>	Allegan	\$ 1,538,000	\$ 1,570,000	\$ 1,602,000	\$ 1,635,000	Allegan	\$ 238,119	\$ 238,119	\$ 238,119	\$ 238,119
	Ionia	\$ 954,000	\$ 974,000	\$ 994,000	\$ 1,015,000	Ionia	\$ 177,132	\$ 177,132	\$ 177,132	\$ 177,132
	Ottawa	\$ 897,000	\$ 916,000	\$ 934,000	\$ 954,000	Ottawa	\$ 99,136	\$ 99,136	\$ 99,136	\$ 99,136
	<b>RTF 8B Total</b>	<b>\$ 3,389,000</b>	<b>\$ 3,459,000</b>	<b>\$ 3,531,000</b>	<b>\$ 3,604,000</b>	<b>RTF 8B Total</b>	<b>\$ 514,386</b>	<b>\$ 514,386</b>	<b>\$ 514,386</b>	<b>\$ 514,386</b>
<b>RTF 9</b>	Alcona	\$ 588,000	\$ 600,000	\$ 612,000	\$ 624,000	Alcona	\$ 99,497	\$ 99,497	\$ 99,497	\$ 99,497
	Alpena	\$ 555,000	\$ 566,000	\$ 578,000	\$ 590,000	Alpena	\$ 96,782	\$ 96,782	\$ 96,782	\$ 96,782
	Cheboygan	\$ 772,000	\$ 788,000	\$ 805,000	\$ 821,000	Cheboygan	\$ 108,314	\$ 108,314	\$ 108,314	\$ 108,314
	Crawford	\$ 552,000	\$ 563,000	\$ 575,000	\$ 587,000	Crawford	\$ 87,848	\$ 87,848	\$ 87,848	\$ 87,848
	Montmorency	\$ 499,000	\$ 510,000	\$ 520,000	\$ 531,000	Montmorency	\$ 79,954	\$ 79,954	\$ 79,954	\$ 79,954
	Oscoda	\$ 531,000	\$ 543,000	\$ 555,000	\$ 565,000	Oscoda	\$ 87,687	\$ 87,687	\$ 87,687	\$ 87,687
	Otsego	\$ 590,000	\$ 602,000	\$ 616,000	\$ 628,000	Otsego	\$ 100,390	\$ 100,390	\$ 100,390	\$ 100,390
	Presque Isle	\$ 623,000	\$ 636,000	\$ 649,000	\$ 663,000	Presque Isle	\$ 98,154	\$ 98,154	\$ 98,154	\$ 98,154
	<b>RTF 9 Total</b>	<b>\$ 4,711,000</b>	<b>\$ 4,809,000</b>	<b>\$ 4,908,000</b>	<b>\$ 5,011,000</b>	<b>RTF 9 Total</b>	<b>\$ 758,626</b>	<b>\$ 758,626</b>	<b>\$ 758,626</b>	<b>\$ 758,626</b>
	<b>RTF 10A</b>	Antrim	\$ 657,000	\$ 671,000	\$ 685,000	\$ 698,000	Antrim	\$ 102,734	\$ 102,734	\$ 102,734
Charlevoix		\$ 551,000	\$ 562,000	\$ 574,000	\$ 586,000	Charlevoix	\$ 90,372	\$ 90,372	\$ 90,372	\$ 90,372
Emmet		\$ 647,000	\$ 660,000	\$ 674,000	\$ 688,000	Emmet	\$ 114,441	\$ 114,441	\$ 114,441	\$ 114,441
Kalkaska		\$ 660,000	\$ 675,000	\$ 689,000	\$ 703,000	Kalkaska	\$ 112,473	\$ 112,473	\$ 112,473	\$ 112,473
<b>RTF 10A Total</b>		<b>\$ 2,516,000</b>	<b>\$ 2,568,000</b>	<b>\$ 2,622,000</b>	<b>\$ 2,675,000</b>	<b>RTF 10A Total</b>	<b>\$ 420,020</b>	<b>\$ 420,020</b>	<b>\$ 420,020</b>	<b>\$ 420,020</b>
<b>RTF 10B</b>	Manistee	\$ 698,000	\$ 713,000	\$ 729,000	\$ 744,000	Manistee	\$ 122,023	\$ 122,023	\$ 122,023	\$ 122,023
	Missaukee	\$ 639,000	\$ 653,000	\$ 666,000	\$ 680,000	Missaukee	\$ 108,607	\$ 108,607	\$ 108,607	\$ 108,607
	Wexford	\$ 655,000	\$ 668,000	\$ 682,000	\$ 696,000	Wexford	\$ 82,922	\$ 82,922	\$ 82,922	\$ 82,922
	<b>RTF 10B Total</b>	<b>\$ 1,992,000</b>	<b>\$ 2,034,000</b>	<b>\$ 2,076,000</b>	<b>\$ 2,119,000</b>	<b>RTF 10B Total</b>	<b>\$ 313,552</b>	<b>\$ 313,552</b>	<b>\$ 313,552</b>	<b>\$ 313,552</b>
<b>RTF 10C</b>	Benzie	\$ 483,000	\$ 493,000	\$ 503,000	\$ 513,000	Benzie	\$ 88,000	\$ 88,000	\$ 88,000	\$ 88,000
	Grand Traverse	\$ 722,000	\$ 737,000	\$ 753,000	\$ 768,000	Grand Traverse	\$ 92,930	\$ 92,930	\$ 92,930	\$ 92,930
	Leelanau	\$ 490,000	\$ 500,000	\$ 510,000	\$ 521,000	Leelanau	\$ 80,554	\$ 80,554	\$ 80,554	\$ 80,554
	<b>RTF 10C Total</b>	<b>\$ 1,694,000</b>	<b>\$ 1,729,000</b>	<b>\$ 1,765,000</b>	<b>\$ 1,801,000</b>	<b>RTF 10C Total</b>	<b>\$ 261,484</b>	<b>\$ 261,484</b>	<b>\$ 261,484</b>	<b>\$ 261,484</b>
<b>RTF 11</b>	Chippewa	\$ 1,124,000	\$ 1,147,000	\$ 1,171,000	\$ 1,195,000	Chippewa	\$ 161,870	\$ 161,870	\$ 161,870	\$ 161,870
	Luce	\$ 503,000	\$ 513,000	\$ 524,000	\$ 535,000	Luce	\$ 70,151	\$ 70,151	\$ 70,151	\$ 70,151
	Mackinac	\$ 718,000	\$ 733,000	\$ 748,000	\$ 764,000	Mackinac	\$ 128,814	\$ 128,814	\$ 128,814	\$ 128,814
	<b>RTF 11 Total</b>	<b>\$ 2,344,000</b>	<b>\$ 2,393,000</b>	<b>\$ 2,443,000</b>	<b>\$ 2,493,000</b>	<b>RTF 11 Total</b>	<b>\$ 360,835</b>	<b>\$ 360,835</b>	<b>\$ 360,835</b>	<b>\$ 360,835</b>
<b>RTF 12A</b>	Alger	\$ 600,000	\$ 613,000	\$ 625,000	\$ 638,000	Alger	\$ 97,031	\$ 97,031	\$ 97,031	\$ 97,031
	Marquette	\$ 1,194,000	\$ 1,218,000	\$ 1,244,000	\$ 1,269,000	Marquette	\$ 127,930	\$ 127,930	\$ 127,930	\$ 127,930
	Schoolcraft	\$ 865,000	\$ 884,000	\$ 901,000	\$ 920,000	Schoolcraft	\$ 109,627	\$ 109,627	\$ 109,627	\$ 109,627
	<b>RTF 12A Total</b>	<b>\$ 2,660,000</b>	<b>\$ 2,715,000</b>	<b>\$ 2,771,000</b>	<b>\$ 2,827,000</b>	<b>RTF 12A Total</b>	<b>\$ 334,589</b>	<b>\$ 334,589</b>	<b>\$ 334,589</b>	<b>\$ 334,589</b>
<b>RTF 12B</b>	Delta	\$ 903,000	\$ 922,000	\$ 941,000	\$ 961,000	Delta	\$ 161,797	\$ 161,797	\$ 161,797	\$ 161,797
	Dickinson	\$ 518,000	\$ 528,000	\$ 539,000	\$ 551,000	Dickinson	\$ 79,617	\$ 79,617	\$ 79,617	\$ 79,617
	Menominee	\$ 1,019,000	\$ 1,040,000	\$ 1,062,000	\$ 1,084,000	Menominee	\$ 212,522	\$ 212,522	\$ 212,522	\$ 212,522
	<b>RTF 12B Total</b>	<b>\$ 2,439,000</b>	<b>\$ 2,491,000</b>	<b>\$ 2,543,000</b>	<b>\$ 2,595,000</b>	<b>RTF 12B Total</b>	<b>\$ 453,936</b>	<b>\$ 453,936</b>	<b>\$ 453,936</b>	<b>\$ 453,936</b>
<b>RTF 13A</b>	Baraga	\$ 547,000	\$ 559,000	\$ 570,000	\$ 582,000	Baraga	\$ 72,694	\$ 72,694	\$ 72,694	\$ 72,694
	Houghton	\$ 809,000	\$ 826,000	\$ 843,000	\$ 860,000	Houghton	\$ 142,781	\$ 142,781	\$ 142,781	\$ 142,781
	Keweenaw	\$ 296,000	\$ 303,000	\$ 309,000	\$ 315,000	Keweenaw	\$ 49,929	\$ 49,929	\$ 49,929	\$ 49,929
	<b>RTF 13A Total</b>	<b>\$ 1,653,000</b>	<b>\$ 1,687,000</b>	<b>\$ 1,722,000</b>	<b>\$ 1,758,000</b>	<b>RTF 13A Total</b>	<b>\$ 265,405</b>	<b>\$ 265,405</b>	<b>\$ 265,405</b>	<b>\$ 265,405</b>
<b>RTF 13B</b>	Gogebic	\$ 714,000	\$ 729,000	\$ 745,000	\$ 760,000	Gogebic	\$ 117,609	\$ 117,609	\$ 117,609	\$ 117,609
	Iron	\$ 783,000	\$ 799,000	\$ 816,000	\$ 833,000	Iron	\$ 131,753	\$ 131,753	\$ 131,753	\$ 131,753
	Ontonagon	\$ 755,000	\$ 771,000	\$ 787,000	\$ 803,000	Ontonagon	\$ 117,546	\$ 117,546	\$ 117,546	\$ 117,546
	<b>RTF 13B Total</b>	<b>\$ 2,253,000</b>	<b>\$ 2,300,000</b>	<b>\$ 2,347,000</b>	<b>\$ 2,396,000</b>	<b>RTF 13B Total</b>	<b>\$ 366,908</b>	<b>\$ 366,908</b>	<b>\$ 366,908</b>	<b>\$ 366,908</b>
<b>RTF 14</b>	Lake	\$ 678,000	\$ 692,000	\$ 707,000	\$ 721,000	Lake	\$ 123,956	\$ 123,956	\$ 123,956	\$ 123,956
	Mason	\$ 642,000	\$ 656,000	\$ 669,000	\$ 683,000	Mason	\$ 109,232	\$ 109,232	\$ 109,232	\$ 109,232
	Muskegon	\$ 799,000	\$ 816,000	\$ 832,000	\$ 849,000	Muskegon	\$ 124,459	\$ 124,459	\$ 124,459	\$ 124,459
	Newaygo	\$ 1,129,000	\$ 1,152,000	\$ 1,176,000	\$ 1,200,000	Newaygo	\$ 167,826	\$ 167,826	\$ 167,826	\$ 167,826
	Oceana	\$ 802,000	\$ 819,000	\$ 836,000	\$ 853,000	Oceana	\$ 136,171	\$ 136,171	\$ 136,171	\$ 136,171
	<b>RTF 14 Total</b>	<b>\$ 4,050,000</b>	<b>\$ 4,134,000</b>	<b>\$ 4,220,000</b>	<b>\$ 4,308,000</b>	<b>RTF 14 Total</b>	<b>\$ 661,644</b>	<b>\$ 661,644</b>	<b>\$ 661,644</b>	<b>\$ 661,644</b>
<b>Statewide Total</b>	<b>\$ 63,944,000</b>	<b>\$ 65,271,000</b>	<b>\$ 66,629,000</b>	<b>\$ 68,009,000</b>	<b>Statewide Total</b>	<b>\$ 10,251,759</b>	<b>\$ 10,251,759</b>	<b>\$ 10,251,759</b>	<b>\$ 10,251,759</b>	

## What is Financial Constraint?

Financial constraint is a comparison of total estimated *revenues* (federal/state funds) with total estimated *commitments* (project costs). Each Rural Task Force must demonstrate financial constraint by including sufficient financial information to confirm that projects can be implemented using committed available, or reasonably expected to be available, revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. Financial constraint applies to each fiscal year of the STIP.

MDOT requires each Rural Task Force to be **financially constrained to their total annual STP and State D target amounts**. That is, the total amount of STP and State D funds programmed for projects for the four-year STIP period must not exceed the anticipated total amount of funds available (i.e., target amounts) to the Rural Task Force for that period. There are several reasons for this requirement:

- To maintain the Local Rural Task Force Program within anticipated available revenues.
- To be consistent with all applicable laws and regulations.
- To be simple and easy to understand.
- To be consistent with MDOT business practices.
- To represent agreement reached by the Rural Task Force Program Advisory Board

Rural Task Forces may elect to transfer (i.e., borrow and lend) STP and/or EDD funds to another task force in order to complete larger projects, etc. It will be up to each task force to cooperatively work with MDOT and their Regional Planning Agency to track any transfers and agreements made for repayment of borrowed funds. See the RTF Guidelines (Section II, d and Appendix E) for more information and a sample agreement. The current RTF Guidelines can be found at this web address. [RTF Guidelines 2020 approved February 2021 \(michigan.gov\)](#) Only similar type funds can be borrowed and repaid between task forces. For example, if Rural Task Force A borrows \$100,000 of STP funds from Rural Task Force B, Rural Task Force A will be required to pay back \$100,000 of STP funds – not State D or local funds – to Rural Task Force B, based on the terms of the agreement.

## What projects are eligible?

All eligible road projects must be in the rural area, outside of any Adjusted Urban Census Area (ACUB). Road projects are eligible for STP and State D funding. Eligible uses include construction, reconstruction, rehabilitation, resurfacing, restoration, enhancement, and operational improvements. Projects must be located on federal-aid eligible highways that have been functionally classified as a major collector or higher according to the National Functional Classification (NFC) System approved by FHWA. See the following web address for the NFC classification map. <http://www.mcgi.state.mi.us/nfc/>

Some STP funds may be spent on minor collectors. (MDOT allows up to 15 percent of the total STP funds to be spent on minor collectors.) The FAST Act specified that minor collectors must have been designated as federal aid eligible prior to 1991, when the NFC designation system started. Here is the link to the archived maps prior to 1991. [Federal-Aid Highways \(michigan.gov\)](#)

The goal of the State D fund program is to serve economic development by establishing and integrating a local secondary all-season road system with the state trunkline system. Roads eligible for State D funds must be designated as a “Proposed All-Season Network” route or an “All-Season Network” route. Information on the State D program can be found at this web address. [Category D - Secondary All-Season Roads \(michigan.gov\)](#)

To be designated as Proposed All-Season or All-Season Network the route must be classified as county primary or city/village major roads. If a road does not fall into one of these categories, application must be made to MDOT and the classification changed before State D funds can be used to improve the road. The road must be built to all-season standards, connect other all-season routes, and cannot have local restrictions for legally loaded commercial vehicles. A map of All-Season routes can be found at this web address. [ArcGIS Web Application](#)

Funds can only be spent on construction costs and contingencies for highway projects and transit capital projects. Right-of-way, construction engineering, and preliminary engineering costs are not eligible.

Transit capital projects are eligible for STP funding only and must be eligible for FTA funding in order to use STP funds. Eligible transit capital projects may include replacement buses and rehabilitation of existing buses, communication equipment, maintenance equipment, operational support equipment and services, items related to services under the Americans with Disabilities Act, and facility renovations.

### **How will projects be selected?**

Projects in rural counties must be evaluated and selected by the Rural Task Force and based on either established project selection criteria developed through the Task Force, or on the greatest needs of the region. Each Rural Task Force selects projects cooperatively with all cities and villages under 5,000 population, county road commissions, rural transit providers, and MDOT (for State D funded projects) in accordance with funding targets established by MDOT. Projects will also be reviewed for eligibility and consistency with the criteria established for the state’s Transportation Economic Development Fund Program and the Federal Surface Transportation Program.

### **How will Selected Projects be included in the STIP?**

The Rural Task Force FYs 2026-2029 STIP Development Process consists of the steps listed below. The schedule of the steps can be found in Appendix A.

#### **1. MDOT Develops Call for Projects for Rural Task Force Program Projects.**

MDOT develops a Call for Projects letter and instructions document for FYs 2026-2029. The department sends the call letter and instructions document to each Regional Planning Agency in Michigan. The Regional Planning Agency shares the letter and instructions with each Rural Task Force in their geographic area.

2. Rural Task Forces hold meetings to Select Proposed Projects (September 2021 to January 2025).

Rural Task Forces hold a meeting(s) between **September 2024 and January 14, 2025** to select their FYs 2026-2029 projects using STP and/or State D funds. This time frame also includes county-level task force meetings to identify potential projects. The Rural Task Force is charged with reviewing the projects and approving them as part of their annual program.

Regional Planning Agencies are responsible for notifying or ensuring notification of member agencies, the public, and all other interested parties of the opportunity to participate in all Rural Task Force meetings. Notification must be sent out at least one week prior to the meeting(s) or in accordance with established procedures written in bylaws or in approved public participation plans. Every effort must be made to solicit input from the public and all interested parties on the proposed program of projects.

3. Rural Task Force members submit the data sheets (1799 and 1797 forms) for projects that have been approved to the Regional Planning Agency (RPA) by January 14, 2025

The Rural Task Force members are responsible for sending the approved data sheets and fiscal constraint spreadsheet (if the RPA does not maintain it) for the four-year-STIP cycle to the RPA for programming into the MDOT JobNet database. This should be done by **no later than January 14, 2025**.

4. The RPA reviews the approved projects for eligibility and fiscal constraint. Then programs approved projects into the MDOT JobNet database (by February 11, 2025)

The RPA will review the fiscal constraint spreadsheet and input project information into the MDOT JobNet database. Upon completion of programming the four-years approved projects into MDOT's JobNet database, the RPA will notify the RTF coordinator that they have completed the programming and submit the fiscal constraint spreadsheet. The RPA will complete this by February 11, 2025.

5. MDOT will review the projects in JobNet (by March 17, 2025)

MDOT will review each Rural Task Force's four-year listing of projects, reconcile any issues and approve the projects by March 15, 2025 when the snapshot will be taken for the 2026-2029 STIP.

6. JobNet Database Snapshot (by March 15, 2025)

An automatic JobNet database “snapshot” or query will be done on **March 17, 2025**, that includes all Rural Task Force projects programmed in JobNet. The snapshot of projects will be included in the official FYs 2026-2029 STIP document for federal review and approval. Any STP or State D funded projects that do not make it into the JobNet database by March 15, 2025, will likely need to wait and be amended into the STIP after its approval.

7. MDOT prepares and submits FYs 2026-2029 STIP for Federal Approval (Spring/Summer 2025)

MDOT prepares a draft FYs 2026-2029 STIP for review and comment during Spring/Summer of 2025. The draft document and project listing will be released to the public for 30 days for review and comment.

Taking into consideration all comments received, MDOT will finalize the FYs 2026-2029 STIP document and submit it to FHWA and FTA by **August 15, 2025** for review and approval.

8. FHWA and FTA Approve the FYs 2026-2029 STIP (by October 1, 2025)

By **October 1, 2025**, FHWA and FTA formally approve the FYs 2026-2029 STIP as the official transportation program of Michigan. MDOT will notify the RPAs of STIP approval, who will in turn notify all local Rural Task Force members.

## Appendix A - Rural Task Force FYs 2026-2029 STIP Development Schedule

### FY 2026-2029 STIP/TIP Development Schedule

6/3/24

The TIP (RTFs) column is a suggested schedule, with the exception of the March 17<sup>th</sup> snapshot and the July 1<sup>st</sup> submittal which are key milestone dates (highlighted in the table). Each RTF has the flexibility to develop their own individual schedule for TIP development.

	Timeframe	TIP (RTFs)	
<b>Prepare Draft STIP Document</b>	<b>May/June 2024</b>	<b>RTF Program Manager Review</b>	
		MDOT reviews the STIP/TIP Development Schedule and Guidance Document	
	<b>June/July 2024</b>	- develop the federal and state revenue estimate and its distribution statewide.	
	<b>September/November 2024</b>	<b>Project Selection</b>	
		-RTF's will work with RPAs to set up the local meetings with Road Commissions, transit agencies and small villages/towns. After consideration of Counties comments, - -RTF the will set up full RTF next	-RTF's conduct project selection process based on the 5 Year Transportation Program -RPAs enter their RTF projects in JobNet
	<b>February 2025</b>	-February 1 <sup>st</sup> – MDOT RTF program manager reviews project lists in JobNet for accuracy. -Begin general program account (GPA) development	-RTF/RPA review draft JobNet TIP project list and financial constraint demonstration. -RPAs enter any changes to projects in JobNet
	<b>March 2025</b>	<b>-Take final snapshot (March 17th)</b> -Complete GPAs -Provide final snapshot & GPAs to RTF's	<b>All projects must be programmed in JobNet by March 17th.</b> Final project lists are provided to the RPA/RTFs
		<b>Submit STIP and TIPs to FHWA and FTA</b>	
	<b>July 15 – August 15, 2025 August 15, 2025</b>	<b>FHWA, FTA review STIP and TIP documents and FHWA submits documents to EPA</b>	-MPO TAC & Policy Committees approve final FY 2026-2029 TIP by both TAC and Policy by end of June. Policy resolution supporting conformity determination. -Approve final amendment to the FY 2023-2026 TIP for FY 2026. -Align the FY 2026 years.
		<b>FHWA and FTA approve STIP and TIPs</b>	
<b>August 15 – September 30, 2025 September 30, 2025</b>	<b>Notification of Approval</b>		
<b>October 1, 2025</b>	Notify all stakeholders of STIP approval and conformity determination. Update all STIP fields in MAP database. Save original approved STIP/TIP JobNet for official records, auditors, and STIP stability analysis		
<b>August 15, 2025</b>		N/A	

**Public Participation**

\*MDOT will also review TIPs and give comment during any public involvement period or if the MPO submits a draft to MDOT staff prior to the adoption of the TIP at the MPO committee meetings.

**2026-2029 RTF CALL FOR PROJECTS**

**STL and EDD funding**

Lapeer				
Road Agencies	2026	2027	2028	2029
Almont	NO	YES	NO	NO
Brown City	NO	YES	NO	NO
Clifford	NO	YES	NO	NO
Columbiaville	NO	YES	NO	NO
Dryden	NO	YES	NO	NO
Imlay City	NO	YES	NO	NO
*Lapeer	NO	NO	NO	NO
Metamora	NO	YES	NO	NO
North Branch	NO	YES	NO	NO
Otter Lake	NO	YES	NO	NO
Lapeer County Road Commission	YES	NO	YES	YES
**Greater Lapeer Transportation Authority	NO	YES	NO	NO
Shiawassee				
Road Agencies	2026	2027	2028	2029
Bancroft	NO	YES	NO	NO
Byron	NO	YES	NO	NO
*Corunna	NO	NO	NO	NO
*Durand	NO	NO	NO	NO
Laingsburg	NO	YES	NO	NO
Lennon	NO	YES	NO	NO
Morrice	NO	YES	NO	NO
New Lothrop	NO	YES	NO	NO
*Owosso	NO	NO	NO	NO
Ovid	NO	YES	NO	NO
Perry	NO	YES	NO	NO
*Vernon	NO	NO	NO	NO
Shiawassee County Road Commission	YES	NO	YES	YES
**Shiawassee Area Transportation Authority	NO	YES	NO	NO

\*Small Urban areas are not eligible for RTF funding

\*\*Transit Authorities are only eligible for STL funds not EDD

## FY 2026-2029 Rural County TIP Estimates

Updated 8/19/2024 changes from 8/6/2024 are highlighted

	<b>*FY 2026</b>	<b>*FY 2027</b>	<b>*FY 2028</b>	<b>*FY 2029</b>
	<b>STBG Target</b>	<b>STBG Target</b>	<b>STBG Target</b>	<b>STBG Target</b>
	<b>Estimates</b>	<b>Estimates</b>	<b>Estimates</b>	<b>Estimates</b>
RTF 5				
Lapeer	\$ 1,217,000	\$ 1,242,000	\$ 1,268,000	\$ 1,294,000
Shiawassee	\$ 940,000	\$ 960,000	\$ 980,000	\$ 1,001,000
<b>RTF 5 Total*</b>	<b>\$ 2,157,000</b>	<b>\$ 2,202,000</b>	<b>\$ 2,248,000</b>	<b>\$ 2,295,000</b>
<b>Statewide Total*</b>	<b>\$ 63,945,000</b>	<b>\$ 65,273,000</b>	<b>\$ 66,628,000</b>	<b>\$ 68,009,000</b>

	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>
	<b>State Cat D</b>	<b>State Cat D</b>	<b>State Cat D</b>	<b>State Cat D</b>
	<b>Estimates</b>	<b>Estimates</b>	<b>Estimates</b>	<b>Estimates</b>
Lapeer	\$ 164,028	\$ 164,028	\$ 164,028	\$ 164,028
Shiawassee	\$ 171,722	\$ 171,722	\$ 171,722	\$ 171,722
<b>RTF 5 Total</b>	<b>\$ 335,750</b>	<b>\$ 335,750</b>	<b>\$ 335,750</b>	<b>\$ 335,750</b>
<b>Statewide Total</b>	<b>\$ 10,251,759</b>	<b>\$ 10,251,759</b>	<b>\$ 10,251,759</b>	<b>\$ 10,251,759</b>

\*Federal Targets are subject to change based on future federal-aid notices. Federal aid notices are issued throughout the year.  
The current federal appropriations bill expires on 09/30/26.



**Genesee-Lapeer-Shiawassee  
Region V Planning and Development Commission**

Room 111– 1101 Beach Street  
Flint, Michigan 48502-1470  
(810) 257-3010

**DEREK BRADSHAW**  
FISCAL OFFICER

**MEMORANDUM**

**TO:** Members of the GLS Region V Planning and Development Commission

**FROM:** McKenna Dutkiewicz, Planner  
Genesee County Metropolitan Planning Commission

**DATE:** September 24, 2024

**SUBJECT: FY 2026-2029 Congestion Mitigation and Air Quality Program Call for Projects**

The Michigan Department of Transportation (MDOT) has issued the FY 2026-2029 Congestion Mitigation and Air Quality (CMAQ) Call for Projects (CFP). The funding for the CMAQ CFP is only eligible in Lapeer County. The purpose of this CFP is to solicit projects from local rural road and transit agencies wishing to utilize CMAQ funding for FY 2026-2029. CMAQ funds require at least a 10% non-federal match.

CMAQ funds must be spent on construction costs for transportation improvements or for transit capital projects.

The MDOT Call for Projects can be found on our website:

<http://gcmpc.org/wp-content/uploads/2024/09/CMAQ-CFP-2026-2029.pdf>

Staff will coordinate RTF meetings so the RTF committee can approve road and transit projects for the CMAQ funding. Projects are due to our office by November 25, 2024. Please feel free to contact McKenna Dutkiewicz at 810-766-6562 or [mdutkiewicz@genseecountymi.gov](mailto:mdutkiewicz@genseecountymi.gov) questions regarding this Call for Projects.



# Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

Room 111– 1101 Beach Street  
Flint, Michigan 48502-1470  
(810) 257-3010

DEREK BRADSHAW  
FISCAL OFFICER

## MEMORANDUM

**TO:** Members of the Genesee-Lapeer-Shiawassee Region V Planning & Development Commission

**FROM:** Kristofor Garris, Planner

**DATE:** September 24, 2024

**SUBJECT: Asset Management: FY2025 Call for Interest for Data Collection Reimbursement**

As part of the FY 2025 asset management budget for GLS Region V, funding has been set aside to assist with the collection of roadway, culverts, and bridge condition data. Staff is seeking proposals from Act-51 Road Agencies located in Genesee, Lapeer, and Shiawassee Counties who are interested in reimbursement for roadway, culvert, and bridge inventories, condition assessments, and data submission.

### How to Apply:

Road agencies must submit a written request and include the following:

- total estimate of costs (*actual costs claimed must not exceed the estimated costs*) for the data gathering,
- listing of locations to be collected
- trained/certified team members' time, and vehicle use,
- fiscal year data to be collected.

### FY 2025 Eligible Data Collection Items

County	Data Item
Genesee	Non-Federal Aid Roads, Culverts, Bridges
Lapeer	Federal Aid Roads, Culverts, Bridges
Shiawassee	Federal Aid Roads, Culverts, Bridges

All requests for culvert data collection reimbursement authorization are **due by 5:00 p.m. on September 30, 2024**. Requests / Questions to be sent to Kris Garris at [kgarris@geneseecountymi.gov](mailto:kgarris@geneseecountymi.gov); 810-766-6564.

Successful applicants must enter into a Memorandum of Agreement (MOA) with GLS Region V prior to funds being made available. The program is reimbursement based. The decision on what requests for reimbursement are approved may consider available budget, absence, or age of data to be collected and the last year of reimbursement to the road agency for that data set. Reimbursement will be on a first come, first serve basis, however, we will make the effort to accommodate received reimbursement requests. If selected, staff will provide further instructions on next steps including agreements, documentation, and reimbursement.



Michigan  
Transportation Asset  
Management Council

September 20, 2024

RE: FY 2025 Regional Program Allocations – GLS Region V

Dear Derek Bradshaw,

The Transportation Asset Management Council (TAMC) at their August 14, 2024 meeting approved a new regional allocation formula. The previous formula was developed over 20 years ago at the inception of the TAMC and was meant to be revisited as the TAMC progressed.

The new formula took into consideration each region's share of federal-aid lane miles statewide, along with the need for staffing and training for each of the 21 agencies. The new allocation formula was also approved as part of the Fiscal Year 2025 budget that begins on October 1, 2024. Your region's allocation for FY2025 is \$67,650.

Please reach out to the TAMC Coordinator, Sarah Plumer, (248) 392-1385, splumer@hrcenr.com for questions about the TAMC, formula or methodology.

For questions regarding billing, invoices, work program or contract, please contact Brad Sharlow, Manager, MDOT Asset Management Section, at (517) 256-1731, or sharlowb@michigan.gov.

Sincerely,

A handwritten signature in black ink that reads 'Joanna I. Johnson'.

Joanna I. Johnson, Chair  
Michigan Transportation Asset Management Council

# GLS Region V Transportation Planning Program Funding Request Summary

FY 2025 (October 1, 2024 to September 30, 2025)

## Michigan Transportation Funded Work Items

	<b>MDOT</b>	<b>TOTAL</b>
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
<b>Asset Management</b>	<b>\$67,650</b>	<b>\$67,650</b>
<hr/>		
<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	\$19,000	\$19,000
RTF/Small Urban Public Involvement and Consultation Process for Non-Metropolitan Areas	\$ 3,645	\$ 3,645
Air Quality Conformity Planning	\$ 500	\$ 500
<hr/>		
<i>Sub-Total</i>	<i>\$23,145</i>	<i>\$23,145</i>

<b>Grand Total</b>	<b>\$124,795</b>	<b>\$124,795</b>
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