



# Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: [info@smpcregion3.org](mailto:info@smpcregion3.org)

## Board Meeting Agenda

**MEETING DATE:** Tuesday, June 6, 2017  
**MEETING TIME:** 10:30 am  
**MEETING LOCATION:** Kellogg Community College – Kellogg Room  
450 North Ave, Battle Creek, MI

1. **Call to Order**
2. **Members Excused**
3. **Action: Approval of the Agenda**
4. **Action: Approval of the Minutes**
5. **Citizen Comments**
6. **Financial Report**
  - a. Presented at meeting
7. **Transportation/KATS Items**
  - a. Monthly Report Presented at the meeting
  - b. Review proposed revisions to future KATS Contract
  - c. Review of FY 2018 Regional Work Program
  - d. Review of MDOT Master Agreement
8. **Discussion: Regional Prosperity Initiative**
  - a. Update on Regional Prosperity Meetings and Activities
9. **Discussion: Update from the SMPC Sponsored Retirement Account Committee**
  - a. Review of discussions and actions to date
10. **Staff Report/Other:**
  - a. None
11. **Board Member Comments**
12. **Action: Adjournment**

*Next Meeting: August 1 in Kalamazoo*



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## Board Meeting Minutes

**MEETING DATE:** Tuesday, May 9, 2017  
**MEETING TIME:** 11:30 am  
**MEETING LOCATION:** St. Joseph County Administration Building – 3<sup>rd</sup> Floor History Room  
125 W Main Street, Centreville, MI

### 1. Call to Order

### 2. Members Excused

a. *Carahaly made a motion to excuse Frisbee, McGraw, and Seyburn from the meeting.*

i. Hazelbaker seconded the motion.

ii. **The motion carried.**

b. The board took a few minutes to introduce themselves to Kathy Pangle (new representative of St. Joseph County).

### 3. Action: Approval of the Agenda

a. Carahaly added “By-Law Amendments Review” to the agenda between items 9 and 10.

b. *Pangle made a motion to approve the agenda as amended.*

i. Reid seconded the motion.

ii. **The motion carried.**

### 4. Action: Approval of the Minutes

a. *Reid made a motion to approve the minutes as presented.*

i. Hazelbaker seconded the motion.

ii. **The motion carried.**

### 5. Citizen Comments

a. None made.

### 6. Financial Report

a. Staff led the board through a review of the monthly financial statement provided by Upjohn Institute staff. Some board members had a few clarification questions that staff answered.

b. *Carahaly made a motion to accept the financial report.*

i. Pangle seconded the motion.

ii. **The motion carried.**

### 7. Transportation/KATS Items

a. KATS Staff gave a verbal and written report on their activities for the month. KATS Staff also gave a report on their anticipated activities for the rest of the fiscal year.

b. The discussion centered around the asset management portion of the work program.

c. KATS Staff gave an overview of the program for the benefit of the new board member.

### 8. Discussion: Regional Prosperity Initiative

a. Staff led the board through a detailed discussion on the Region 8 Prosperity Committee’s actions to-date. Staff gave a history of the initiative for Board member Pangle’s benefit.

b. Some board member expressed frustration with the initiative’s effort to-day. Staff shared that frustration but is hopeful for progress in the future.

### 9. Discussion: Update from the SMPC Sponsored Retirement Account Committee

a. The board and staff gave a verbal history of the issue for Pangle’s benefit.

- b. Staff and members of the retirement account subcommittee relayed information from our attorneys regarding next steps.
- c. The board maintained its attitude towards moving forward with its legal action.

**10. Discussion: By-Law Amendments Review**

- a. Staff, Carahaly, and Ault led the board through a review of changes to the SMPC by-laws.
- b. The point-by-point review revealed the need to made several additional changes.
- c. Staff, Carahaly, and Ault will incorporated the changes wanted by the board and present again at the August meeting.

**11. Staff Report/Other:**

- a. Regional Brownfield Workshop
  - i. Staff noted that invitations will go out shortly after the meeting.
  - ii. Staff asked the board to meet earlier than planned to allow for regular SMPC meeting before the workshop. Staff will amend the public notice and distribute as soon as possible. The board will not meet in July so it is important to meet in June.
- b. Lockport Township
  - i. Staff is working with the local planning commission to develop their master plan. The planning commission only meets on a quarterly basis so the progress is slow.
- c. Homer Township
  - i. The Homer Township planning commission is reviewing the drafter master plan; staff will incorporate changes desired after the review.

**12. Board Member Comments**

- a. Reid announced that this is his last board meeting as he is retiring from Kalamazoo Township and moving to another state. He appreciated serving on the board and the progress that the organization has made in the last few years. Reid expressed disappointment in MDOT's role in the investigation into the previous rendition of SMPC.

**13. Action: Adjournment**

- a. The meeting adjourned at 1:16 pm.

## W.E. Upjohn Institute for Employment Research

Projects 34050, 34051, 34052, 34053, 34054  
 Southcentral Michigan Planning Council  
 FY17 10/1/16 - 9/30/17  
 Director: Lee Adams

### FY17 - Through April

	34050 - General Admin		34051 - Regional Prosperity		34052 - Planning Services		34053 - MDOT		34050 - Kzoo Township		Total	
	YTD 2017	Budget	YTD 2017	Budget	YTD 2017	Budget	YTD 2017	Budget	YTD 2017	Budget	To Date	Budget
Wages	7,940.46		9,163.84		4,086.13		794.45		18,690.00		40,674.88	
Fringe	5,280.57		4,835.18		2,622.23		561.05		-		13,299.03	
	-		-		-		-		-		-	
<b>Wages &amp; Fringe</b>	<b>13,221.03</b>	<b>15,000.00</b>	<b>13,999.02</b>	<b>25,000.00</b>	<b>6,708.36</b>	<b>15,000.00</b>	<b>1,355.50</b>	<b>5,000.00</b>	<b>18,690.00</b>	<b>33,600.00</b>	<b>53,973.91</b>	<b>93,600.00</b>
Training	-	1,000.00	-	-	-	1,000.00	-	-	850.00	-	850.00	2,000.00
MI Assoc of Region Dues	960.00	960.00	-	-	-	-	-	-	-	-	960.00	960.00
Computer Charges	-	-	-	-	-	-	-	-	-	-	-	-
SMPC Liability Insurance	-	2,100.00	-	-	-	-	-	-	-	-	-	2,100.00
Consulting - KATS	-	-	-	-	5,000.00	-	23,069.85	87,950.00	-	-	23,069.85	92,950.00
Consulting - Legal Fees	4,196.13	5,000.00	-	-	-	-	-	-	-	-	4,196.13	5,000.00
Copies/Duplicating	0.48	25.00	-	100.00	-	100.00	-	25.00	0.08	-	0.56	250.00
Postage	-	15.00	-	-	-	-	-	-	-	-	-	15.00
Supplies - Office	92.40	50.00	-	-	-	-	-	-	-	-	92.40	50.00
Telephone	-	10.00	-	50.00	-	10.00	-	25.00	-	-	-	95.00
Software - License/Supplie	7.08	-	-	-	-	-	-	-	-	-	7.08	-
Web Site Hosting	-	-	-	-	-	-	-	-	-	-	-	-
Travel Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-
Travel	1,116.93	1,500.00	91.32	750.00	210.89	1,000.00	-	200.00	424.13	-	1,843.27	3,450.00
<b>Other Expense</b>	<b>6,373.02</b>	<b>10,660.00</b>	<b>91.32</b>	<b>900.00</b>	<b>210.89</b>	<b>7,110.00</b>	<b>23,069.85</b>	<b>88,200.00</b>	<b>1,274.21</b>	<b>-</b>	<b>31,019.29</b>	<b>106,870.00</b>
<b>Total Expense</b>	<b>19,594.05</b>	<b>25,660.00</b>	<b>14,090.34</b>	<b>25,900.00</b>	<b>6,919.25</b>	<b>22,110.00</b>	<b>24,425.35</b>	<b>93,200.00</b>	<b>19,964.21</b>	<b>33,600.00</b>	<b>84,993.20</b>	<b>200,470.00</b>
Billings 34050,34051,34054	16,500.00		12,320.51						16,534.21		45,354.72	-
Homer 24020 34052	-		-		4,105.85		-		-		4,105.85	-
Penn 24021 34052	-		-		-		-		-		-	-
St Joe 24022 34052	-		-		480.00		-		-		480.00	-
Fabius 34052	-		-		-		-		-		-	-
Lockport 24027 34052	-		-		-		-		-		-	-
Ross 24028 34052	-		-		-		-		-		-	-
Trans Z9 34053	-		-		-		-		-		-	-
Trans Z10 34053	-		-		-		7,196.61		-		7,196.61	-
Trans Z11 34053	-		-		-		7,422.34		-		7,422.34	-
Trans Z12 34053	-		-		-		9,732.27		-		9,732.27	-
<b>Total Billings</b>	<b>16,500.00</b>	<b>16,500.00</b>	<b>12,320.51</b>	<b>30,000.00</b>	<b>4,585.85</b>	<b>25,000.00</b>	<b>24,351.22</b>	<b>93,200.00</b>	<b>16,534.21</b>	<b>33,600.00</b>	<b>74,291.79</b>	<b>198,300.00</b>
Expense	19,594.05	25,660.00	14,090.34	25,900.00	6,919.25	22,110.00	24,425.35	93,200.00	19,964.21	33,600.00	84,993.20	200,470.00
<b>Net Income(Expense)</b>	<b>(3,094.05)</b>	<b>(9,160.00)</b>	<b>(1,769.83)</b>	<b>4,100.00</b>	<b>(2,333.40)</b>	<b>2,890.00</b>	<b>(74.13)</b>	<b>-</b>	<b>(3,430.00)</b>	<b>-</b>	<b>(10,701.41)</b>	<b>(2,170.00)</b>
Billings	16,500.00	16,500.00	12,320.51	30,000.00	4,585.85	25,000.00	24,351.22	93,200.00	16,534.21	33,600.00	74,291.79	198,300.00
Receipts	16,500.00	16,500.00	4,420.53	30,000.00	4,411.96	25,000.00	20,606.71	93,200.00	16,534.21	33,600.00	62,473.41	198,300.00
<b>Acct.Rec.Balance</b>	<b>-</b>	<b>-</b>	<b>7,899.98</b>	<b>-</b>	<b>173.89</b>	<b>-</b>	<b>3,744.51</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,818.38</b>	<b>-</b>

\*Homer pd partial inv, \$4,105.85  
 \$173.89 remains outstanding

Lake Michigan Credit Union Balance: \$64,480.79

## SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

### KALAMAZOO AREA TRANSPORTATION STUDY

#### AGREEMENT

This Agreement is made and entered into this date of \_\_\_\_\_ by and between the SOUTHCENTRAL MICHIGAN PLANNING COUNCIL, hereinafter referred to as "SMPC," and the KALAMAZOO AREA TRANSPORTATION STUDY, hereinafter referred to as "KATS," for the purpose of fixing the rights and obligations of the parties in agreeing to participate in a cooperative regional transportation planning process.

#### RECITALS:

- A. For the purposes of the Michigan Department of Transportation, hereinafter referred to as "MDOT," Regional Transportation Work Program hereinafter referred to as "WORK PROGRAM," Region 3 consists of the Counties of Barry, Branch, Calhoun, Kalamazoo, and St. Joseph and is represented by SMPC.
- B. SMPC, as a state recognized regional planning organization, is tasked by the Michigan Department of Transportation (MDOT) to conduct regional transportation planning activities in Region 3.
- C. KATS has extensive transportation planning experience serving as the Metropolitan Planning Organization associated with the Kalamazoo Urbanized Area. SMPC will utilize KATS' expertise in transportation planning to fulfill the MDOT required transportation planning activities in Region 3 during MDOT fiscal years 2018 and 2019.
- D. KATS has administered the program during fiscal years 2014 through 2016, and continues to administer the program in fiscal year 2017.

Accordingly, the Southcentral Michigan Planning Council and the Kalamazoo Area Transportation Study agree to the following terms and conditions:

#### TERMS AND CONDITIONS:

1. Recitals: The recitals accurately reflect the intent and purpose of this Agreement and are made a part of it.
2. Description of Project:
  - a) KATS will administer and oversee the transportation planning activities required by MDOT in the WORK PROGRAM throughout the region.
  - b) SMPC will oversee and review work performed by KATS, and administer the program.
  - c) SMPC will reimburse KATS for their work using MDOT funding identified in the FY 2018 and FY 2019 WORK PROGRAM.

- d) This Agreement will expire at the end of the 2019 Fiscal Year (September 30, 2019).
  - e) Payments for work completed in the 2019 Fiscal Year ending September 30, 2019 and invoiced after that date shall be paid to close out the fiscal year.
  - f) For each fiscal year, work will not begin until such time as the Southcentral Michigan Planning Council receives written approval of the WORK PROGRAM from the Michigan Department of Transportation.
3. Duties and Responsibilities of SMPC: The duties and responsibilities of SMPC include the following:
- a) Receive and approve or deny the WORK PROGRAM presented by KATS in a timely manner.
  - b) Receive and approve or deny invoices submitted by KATS in a timely manner.
  - c) Submit required reporting documentation and invoices to MDOT for work outlined in this Agreement in a timely manner.
  - d) Receive and distribute funds from MDOT to KATS in accordance with this Agreement.
  - e) Conduct a quarterly review of KATS activities and provide feedback on progress.
  - f) Conduct minor program administration related to the WORK PROGRAM.
4. Duties and Responsibilities of KATS: The duties and responsibilities of KATS include the following:
- a) Prepare and submit a draft annual transportation planning WORK PROGRAM and budget to SMPC for review and approval no later than July 1 for each upcoming fiscal year.
  - b) Conduct all activities in response to requests by SMPC, MDOT, local units of government, and local partners as related to the WORK PROGRAM.
  - c) Proactively market the services offered by SMPC in the WORK PROGRAM to local units of government in the region.
  - d) Submit progress reports and invoices for payment no less than quarterly to SMPC.
  - e) Present reports on activities as needed at SMPC Board meetings.
  - f) Prepare the Final Acceptance Report within eighty (80) days of the end of the MDOT Fiscal Year and submit to SMPC for review and submittal to MDOT.
5. Reimbursement:
- a) KATS will submit invoices and progress reports for work performed related to the WORK PROGRAM to SMPC.
  - b) Total costs submitted by KATS each fiscal year will not exceed the approved SMPC project authorizations.
  - c) SMPC will submit invoices and progress reports for work performed by KATS to MDOT.
  - d) MDOT will reimburse SMPC who will in turn reimburse KATS.
  - e) To expedite payment to KATS, two of the following SMPC agents will, under typical circumstances, approve invoices and payments within fifteen (15) days of receipt: The Chairperson, Secretary/Treasurer, SMPC Staff or Board Member of SMPC. A report of activities will be presented by SMPC Chairperson or Secretary/Treasurer as needed at SMPC board meetings.

f) SMPC will, under typical circumstances, submit payment to KATS within ten (10) days of receipt of MDOT reimbursement.

6. Opt-Out: SMPC reserves the right to opt-out of the agreement for the following reasons:

a) Performance

i. If KATS fails to perform the duties described above, SMPC has the option to terminate this contract.

1. SMPC staff and board members will conduct quarterly performance reviews.
2. SMPC will inform KATS of their performance standing.
3. Termination of this contract requires a resolution with two thirds (nine members) support of the SMPC board.

7. Binding Effect: The obligations of the parties under this Agreement shall bind and inure to the benefit of each party and their respective successors. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

8. Notices: Any notices that may be required under this Agreement shall be in writing and delivered personally, or via first-class mailed, postage fully prepaid and properly addressed to:

*KATS :* Paul Dykstra, Chairperson  
5220 Lovers Lane  
Suite 110  
Portage, MI 49001

*SMPC:* Keith Baker, Chairperson  
300 South Westnedge Ave  
Kalamazoo, MI 49007

9. Indemnification: As both parties are quasi-governmental entities, each agrees to indemnify and hold each other harmless, including its elected officials, agents, employees, officers and representatives, from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the other. For purposes of this paragraph, the Counties of Barry, Branch, Calhoun, Kalamazoo and St. Joseph, the Michigan Department of Transportation, Federal Transit Administration, and the Federal Highway Administration are considered included.

10. Compliance with Laws:

a) KATS shall be governed by the laws of the State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in the Prime Contract.

b) KATS certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.

11. Prime Agreement:

a) KATS shall be governed by all the terms and conditions of the Prime Contract, including any amendments to the original Prime Contract.

b) In the event of a conflict between the terms and conditions of the subcontract and those of the Prime Contract, the terms and conditions of the Prime Contract shall prevail.

12. Records: Records, including executed subcontracts, are to be maintained for (3) years from the date of final payment to KATS and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.

13. Certification: KATS agrees that the costs reported to the Southcentral Michigan Planning Council for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. KATS also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the Prime Contract that apply to the reporting of costs incurred under the terms of the Prime Contract.

KALAMAZOO AREA TRANSPORTATION STUDY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chairperson

SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chairperson

MICHIGAN DEPARTMENT OF TRANSPORTATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its:

DRAFT

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# FY 2018 Regional Transportation Planning Work Program

Region 3

Southcentral Michigan Planning Council



**Approved:**

**Southcentral Michigan Planning Council**

300 South Westnedge Avenue  
Kalamazoo, MI 49007

Phone: 269-385-0409  
Email: [adams@upjohn.org](mailto:adams@upjohn.org)

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## INTRODUCTION

The Michigan Department of Transportation (MDOT) recognizes the importance of the state-local partnership in delivering a safe and efficient transportation system. The Regional Transportation Planning Program (RTPP) was created by the MDOT Bureau of Transportation Planning (BTP) in 1974 in order to contract various planning services to be performed by the State Planning and Development Regions to assist BTP and local units of government.

The RTPP requires each participating regional planning agency to have an annual work program in accordance with a three-year Master Agreement. Since 1984, the State Legislature has set a budget of \$488,800 of Act 51's Michigan Trunkline Fund (MTF) for the RTPP. The scope of work identified in the annual work program includes specific activities identified to assist MDOT and local communities. Over the years, the work elements and funding levels of the basic work program have been stable. In previous years, the basic work program contained the following work elements: Administration, Technical Assistance to MDOT, Highway Performance Management System, Public Involvement and Local Technical Assistance.

For FY 2018, the work program continues to have a budget of \$488,800 for the basic work elements with \$267,000 in supplemental funding for the Rural Task Force Program and \$710,300 in state funding for the Asset Management Program. The BTP has also allocated additional state funding to provide annual transportation technical assistance for non-metropolitan areas of the state. In FY 2018, each regional planning agency, with exception of SEMCOG, may receive supplemental funding, as needed and if available from the FY 2018 SPR program to assist MDOT and the Regional Planning Agencies in:

- Improving public involvement and the consultation process in non-metropolitan areas of the state.
  - Providing interagency coordination and public involvement for air quality conformity in non-attainment areas for ozone and PM2.5 (Only for Regional Planning Agencies with non-attainment counties).
  - Preparing Access Management Plans and Ordinances.
  - Non-Motorized Planning and Mapping.
  - Byway Corridor Route Planning.
  - Data Collection to meet federal reporting requirements
-

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## **SOUTHCENTRAL MICHIGAN PLANNING COMMISSION FY 2018 PROGRAM**

The SMPC entered into an agreement with the Kalamazoo Area Transportation Study (KATS) to provide staffing for the Transportation Program through FY 2018. SMPC and KATS will work to provide technical support to MDOT and the various agencies within the Region 3 area during FY 2018 (ending September 30, 2018).

Lee Adams, Director of the Southcentral Michigan Planning Commission, is serving as the Program Coordinator at the time of this work program's adoption.

### **FY 2018 BUDGET**

The following is the estimated budget for FY 2018 utilizing the services of the Kalamazoo Area Transportation Study, the consulting agency for SMPC. For FY 2018, the budget was based on:

- \$34,000 in Michigan Transportation Fund (MTF) Program funds for the Regional Transportation Planning Work Program;
- \$19,000 in Michigan Transportation Fund (MTF) Program funds for the Rural Task Force Program and Small Urban Program; and
- \$57,300 in Michigan Transportation Fund (MTF) Program funds for Asset Management.

The indirect and fringe rates used to develop the FY 2018 Regional Transportation Planning Work Program are those that are part of the Kalamazoo Area Transportation Study's FY 2018 Unified Planning Work Program (UPWP). The rates have been approved by the Michigan Department of Transportation as well as the Federal Highway Administration and Federal Transit Administration. The RTPP uses estimates based on the percentage of the program for each RTPP work code.

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## FY 2018 BUDGET TABLE

**Fiscal Year 2018 Regional Transportation Planning Work Program  
Region 3- Southcentral Michigan Planning Council  
October 1, 2017-September 30, 2018**

Work Element	Project	Salary	Fringe	Indirect	Other	MTF Funds	SPR/MTF Funds	MTF Funds	Hours	Budget
3101	Program Management	\$5,683	\$2,853	\$1,486	\$5,001	\$15,023			175	\$15,023
3102	Technical Assistance to MDOT	\$3,534	\$1,324	\$845		\$5,703			110	\$5,703
3103	Technical Assistance to Member Agencies	\$5,408	\$1,652	\$1,229		\$8,289			177	\$8,289
3104	Access Management	\$219	\$29	\$43		\$291			8	\$291
3105	Pure Michigan Byway Program	\$219	\$29	\$43		\$291			8	\$291
3106	Non-motorized Mapping and Investment Plan	\$383	\$149	\$93		\$625			15	\$625
3107	Rural Safety Planning	\$2,132	\$1,086	\$560		\$3,778			49	\$3,778
3108	Management of the Rural Task Force and Small Urban Programs	\$10,903	\$2,454	\$2,324			\$15,681		390	\$15,681
3109	Public Involvement and Consultation Process for Non-Metropolitan Areas	\$2,049	\$282	\$406			\$2,737		75	\$2,737
3110	Public Involvement for Air Quality Conformity	\$385	\$111	\$86			\$582		16	\$582
3111	Asset Management	\$26,838	\$10,043	\$6,419	\$10,000			\$53,300	891	\$53,300
	TOTALS	\$57,753	\$20,012	\$13,534	\$15,001	\$34,000	\$19,000	\$53,300	\$1,914	\$106,300

Funds classified as other have been set aside for:

3101 Work completed by SMPC staff

3111 Asset Management Training and reimbursements to local agencies for time spent on collecting Pavement and Surface Evaluation Rating (PASER) Ratings

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## WORK PROGRAM OUTLINE

### 3101. Program Management

#### Objectives

- Prepare and adopt annual work program.
- Prepare monthly or quarterly progress reports.
- Ensure expenditures are well documented and cost effective.
- Prepare a Final Acceptance Report (FAR) on the status of the work activities and products, within ninety (90) days from the end of the fiscal year.
- Assist auditors in carrying out general and specific audits of programs annually and send such audit reports to the Program Coordinator.
- Administration and coordination for the transportation planning contract between KATS staff and the Southcentral Michigan Planning Commission.

#### Products

1. The following will be submitted to the Program Coordinator by the Agency for reimbursement of costs incurred in conjunction with the work activities identified in the work program.
  - a) Progress reports that summarize accomplishments and attendance at applicable meetings for each work item.
  - b) Invoices for payment, at least quarterly, from the funding source as per the project authorizations.
  - c) Receipts of equipment purchased, i.e. traffic counters, computer hardware and software, etc.
  - d) Itemization of program expenses in terms of work items, including salaries, fringe benefits, indirect costs, and other direct costs.
  - e) Tabulation of progress by work item, indicating the amount and percent billed the current billing period and to date.
2. The FAR on the status of activities and products in the work program will be submitted to the Program Coordinator within ninety (90) days following the contractual period in the work program, as specified within the Master Agreement. The FAR is a performance evaluation, not a financial audit and must contain the following information for each work item
  - a) Products completed.
  - b) Products not completed and reason for lack of completion.
  - c) The amount of funds budgeted and expended.
  - d) Work items that are to be continued next year.

**Budget:** \$15,023 (MTF)

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## 3102. Technical Assistance to MDOT

### Objectives

- Assist in various tasks to update the Statewide Long-Range Transportation Plan (MI Transportation Plan) and the Statewide Transportation Improvement Program (STIP).
- Provide support for specific department issues and/or requests for information on transit, special projects and/or program development issues.

### Activities

1. Assist in conducting transportation related workshops and meetings, including but not limited to, workshops and seminars for Access Management, Heritage Routes, Functional Classification, Highway Performance Monitoring System (HPMS) and the Non Trunk-line Federal Aid Program (NTFA) updates, non-motorized transportation, safety, and non-metropolitan area elected officials. Activities may include locating adequate facilities, registering participants, scheduling speakers, and other meeting management related activities.
2. Provide staffing and technical planning assistance in the area of transportation.
3. Conduct transportation studies as needed.
4. Assist in identifying transportation interest, programs, and projects as appropriate for the STIP and the Statewide Long-Range Transportation Plan.
5. As appropriate, assist the MDOT Office of Passenger Transportation and local transit providers.
6. Statewide Travel Demand Model:
  - a) Review and provide feedback on REMI socio-economic forecasting outputs and assist in reviewing and allocating data to statewide traffic zones.
  - b) Verify statewide model network inventories.
  - c) Provide traffic counts, as available, for model update not covered in acquiring traffic counts for the the non trunkline federal aid program.
  - d) Collect and submit data items for HPMS for all non-trunkline samples, excluding traffic related data. In conjunction with MDOT's HPMS Coordinator, staff will review and update the HPMS database sample segments using MDOT supplied spreadsheets that contain only the data items needing to be updated for each sample.
7. Highway Performance Monitoring System (HPMS)

Collect and submit data items for HPMS in conjunction with MDOT's HPMS coordinator. Staff will review and update the HPMS database sample segments using MDOT supplied spreadsheets that contain only the data items needing to be updated for each sample in the format provided.
8. Traffic Data Collection for Federal Reporting

Provide support to MDOT in the cross-agency coordination effort (NTFA) to gather and report traffic data on the non MDOT road network (federal aid and non-federal aid) to meet federal reporting requirements of HPMS, MAP21, and FAST. Support is defined as (but not limited to):

  - Outreach
  - Training and education
  - Data coordination with Local agencies
  - Data compilation
  - Data load, transfer, and/or reporting
  - Conduit between local agencies and MDOT/FHWA

**Budget:** \$5,703 (MTF)

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## **3103. Technical Assistance to Member Agencies**

### **Objective**

- Provide services to local transportation agencies to improve existing and new multi-modal transportation systems, and identify actions to improve the area's transportation system.

### **Activities**

1. Assist local units of government in obtaining grant funds to improve existing and new multi-modal transportation systems, and identify actions to improve the area's transportation system.
2. Assist local agencies seeking to improve and expand the public transportation and to promote improved transportation systems for all modes.
3. Coordinate planning to promote safety, livable communities, and environmental sustainability.
4. Work with local agencies to assess impacts of transportation on projected land uses in the region.
5. Review and/or develop proficiency in traffic crash data.
6. Prepare and Report to Regional Boards and local agencies on the status of transportation planning work program activities and tasks.

### **Products**

Provide Program Coordinator with a copy of any reports produced as a result of these activities.

**Budget:** \$8,289 (MTF)

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## **3104. Access Management**

### **Objective**

- To develop an Access Management training program for client communities. Prepare and/or assist consultants in preparing Access Management plans and ordinances.

### **Activities**

1. Develop and implement educational programs that teach public officials, property owners, and citizens what access management is and how it can benefit their community.
2. Prioritize and select corridor locations within the region for the development of access management plans and ordinances. Location and prioritization of routes should be based on safety issues and opportunities to implement all or portions of the plan.
3. Assist local communities to ensure adoption of plans and ordinances. Assist road agencies, client communities, and property owners as required when road and utility projects provide plan implementation opportunities. Provide follow up to communities with existing access management plans and ordinances.

### **Product**

Provide local client communities and road agencies with hard and electronic copies of any plans, ordinances or education materials.

### **Upon Billing Submittal:**

- Costs incurred will be reimbursed upon review and approval of detailed documentation submitted to the MDOT Access Management Coordinator and/or the appropriate department representative.

**Budget:** \$291 (MTF)

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## 3105. Pure Michigan Byway Program

### Objectives

- Implement the Pure Michigan Byway Program for the MDOT.
- Manage or assist in the management of designated state byways and/or National Scenic Byways within the region's geographical boundaries.

### Activities

1. Prepare and or manage contracts to develop Corridor Management Plans.
2. Provide guidance to local "grassroots" organizations seeking to nominate a state highway as a Pure Michigan Byway or National Scenic Byway.
3. Address local specialized issues relating to future transportation system improvements, such as conducting impact studies on new or planned retail and industrial growth, or on current business or industrial activity.
4. Provide opportunities for public involvement activities related to the Byway.
5. Ensure the Byway corridor management plan is up to date.
6. Conduct studies of the safety and convenience of the Byway transportation and visitor oriented facilities.
7. Attend conferences, workshops, and seminars.

### Products

1. Designation of Pure Michigan Byways and National Scenic Byways in accordance with P.A. 69 of 1993 as amended and Title 23 U. S. Code.
2. Corridor Management Plans containing improvement, protection, and economic development strategies for the region's Byways.
3. Study and investigate the safety, efficiency, and economic viability of region's proposed and designated Byways.
4. Statewide Byway maps, brochures, pamphlets, web site, and other promotional/educational material to constituents.
5. Provide MDOT with a copy of any reports (excluding grant applications) as a result of this activity, or a copy of cover letters for products submitted to others.
6. The Agency shall bill at least quarterly with invoices submitted to the Pure Michigan Byway Program Manager. Supplemental funding, if available, is eligible for activities/tasks 1, 3, 5, 6 and 7.

#### Upon Billing Submittal:

- Costs incurred will be reimbursed upon review and approval of detailed documentation.
- Original invoice - consecutively numbered, stating period covered, dollar amount and work performed.
- Itemizing of program expenses in terms of work items and cost groups, including charges to direct salaries, fringe benefits, indirect costs, and other direct costs.
- Tabulation of progress by work item (not by groupings of work items) indicating the amount and percent billed in the current period and to date. (This requirement allows tracking of costs to provide specific services.)

**Budget:** \$291 (MTF)

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## **3106. Non-Motorized Mapping and Investment Plan**

### **Objective**

- Facilitate the process of completing non-motorized planning efforts for the State of Michigan by region.

### **Activities**

1. Collect information to match the data fields in MDOT's Transportation Management System (TMS) Program.
2. Develop and implement aspects of a non-motorized investment plan to identify needed projects and project elements, prioritizing those projects, and determining the optimum funding arrangements for the projects within each region.
3. Promote the consideration of bicycle and pedestrian facilities in the overall transportation planning activities.
4. Coordinate with stakeholders and public input.

### **Products**

1. Non-motorized master plans by region including up-to-date non-motorized maps.
2. The end map product will be a ready-to-print region wide bike map and data base with the support data to go into the TMS for future planning and maps. Provide MDOT with a copy of any reports (excluding grant applications) as a result of this activity, or a copy of cover letters for products submitted to others.
3. Print three (3) year's supply of maps for MDOT distribution as well as three (3) year's supply of maps for stakeholders within the region.
4. The development of a comprehensive plan and the identification of priority projects within the area will help guide MDOT's investment in the region's non-motorized transportation system.

### **Upon Billing Submittal:**

- Progress Reports that summarize accomplishments for each work item.
- Original Invoice, consecutively numbered, stating period covered, dollar amount, and work performed.
- Itemizing of program expenses in terms of work items and cost groups, including charges to direct salaries, fringe benefits, indirect costs, and other direct costs.

**Budget:** \$625 (MTF)

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## 3107. Rural Safety Planning

### Objectives

- Assist in conducting rural safety planning forums to increase or create awareness for safety, and encourage formation of cross-discipline safety partnerships at the local level and assist MDOT in the process of preparing rural safety plans.
- Determine areas of safety risks (i.e., behavioral, structural) and schedule workshops to educate constituents in mitigating these risks, if appropriate.

### Activities

1. Conduct Rural Safety Forums on a biannual basis. These forums will include emergency, enforcement, education and engineering staff as well as other interested parties. Schedule specific safety workshops in other years if appropriate.
2. Update and maintain a list of safety advocates, including mailing labels.
3. Partnerships to promote safety as an integral part of the planning and project development process.
4. Maintain updated mailing lists identifying safety groups and individuals.
5. Assist MDOT in the process of preparing of Rural Safety Plans.

**Budget:** \$3,778 (MTF)

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## **3108. Management of the Rural Task Force and Small Urban Programs**

### **Objective**

- To assist MDOT in the management of the Rural Task Force (RTF) and Small Urban programs.

### **Activities**

1. Regional Planning Agency staff shall communicate all correspondence from MDOT regarding changes in program funding and/or processes improvements to their respective Rural Task Force(s).
2. Schedule, set-up, and facilitate RTF project selection meetings and Small Urban meetings.
3. Ensure a cooperative planning process is being followed, the correct functional classification and system is identified, and eligible work is submitted.
4. Ensure balance sheets and/or E-Files are properly managed with updated information.
5. Ensure the required public involvement and consultation process is completed, by providing citizens, affected public agencies, Tribal Governments, private transportation providers and other interested parties with sufficient notice and opportunity to comment on proposed transportation projects, plans and programs.
6. Submit eligible projects to MDOT as approved by the RTF committees.
7. Submit proof of public involvement and meeting minutes as part of monthly or quarterly progress reports.
8. Submit All Season Road changes to MDOT.

**Budget:** \$15,681 (SPR)

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## 3109. Public Involvement and Consultation Process for Non-Metropolitan Areas

### Objectives

- To provide for non-metropolitan local official participation in the development of the State Long-Range Transportation Plan (LRTP) and the STIP.
- To provide opportunities for the public to review and comment in the development of the LRTP and STIP.
- To manage consultation with local elected officials, local officials with responsibility for transportation, public agencies, general public, Tribal Governments, businesses, and organizations in accordance with the Statewide Planning Process Public Participation Plan.

### Activities

1. Work with MDOT on public involvement issues, including organizing meetings, focus groups, and advisory committees.
2. Conduct local program meetings and ongoing communication and technical assistance in non-metropolitan areas of the state to provide information on various state and federal programs.
3. Document the RTF's public involvement and consultation processes.
4. Partner with educating and training local officials with regard to state and federal funded programs, policies applications, and other key information.
5. Respond to requests from both the public and private sector to provide information on state and federal transportation programs, projects, funding, and to stay informed on local issues.
6. Participate in statewide conferences, meetings, seminars, forums, and training sessions on state and federal programs available to local communities.
7. Assist MDOT in keeping elected public officials, general public, local planning agencies, and Tribal Governments informed early of the list of projects in the Five-Year Program and of the investment strategies, funding assumptions, economic benefits, and impacts on the various modes.
8. Assist in the creation and maintenance of a list serve for managing the electronic distribution of information to the local elected officials.

**Budget:** \$2,737 (SPR)

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## 3110. Public Involvement for Air Quality Conformity<sup>1</sup>

### Objectives

- To comply with the provisions of federal transportation legislation and the transportation conformity provisions of the Clean Air Act for non-attainment areas for ozone and particular matter (PM<sub>2.5</sub>).
- To provide local interagency coordination in the transportation planning process.
- To provide results and gain input for the air quality conformity process to all interested individuals, citizens, and organizations (public and private).

### Activities

1. Attend air quality training courses and seminars to become fluent in conformity/non-conformity regulations, language, and issues.
2. Conduct and participate in interagency discussions and consultation at a statewide and/or region-wide level to discuss and evaluate attainment strategies pertaining to air quality conformity as part of the statewide transportation planning process.

**Budget:** \$582 (SPR)

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<sup>1</sup> For Ozone and PM 2.5 Non-Attainment Areas/ Counties

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## **3111. Asset Management**

### **Objective**

The objective of this work element is to support the work program of the Transportation Asset Management Council by coordinating data collection and analysis with local agencies including the development of local Asset Management Plans.

The resources allocated to Kalamazoo Area Transportation Study from the Transportation Asset Management Council annual budget shall be utilized to assist in the completion of the Transportation Asset Management Council Work Program. All work shall be consistent with the policies and priorities established by the Transportation Asset Management Council. All invoices submitted for reimbursement of Asset Management activities shall utilize Michigan Department of Transportation standard invoice forms and include the required information for processing. Kalamazoo Area Transportation Study shall complete the required products and perform tasks according to the timeframes and directives established within Transportation Asset Management Council's data collection policies, which are located on the Transportation Asset Management Council website (<http://tamc.mcgi.state.mi.us/TAMC/#/aboutus>). Kalamazoo Area Transportation Study will emphasize these tasks to support the top 125 Public Act 51 agencies (agencies that certify under Public Act 51 a minimum of 100 centerline miles of road) within the planning area when resources are limited.

The activities eligible for Transportation Asset Management Council reimbursement include the following:

### **Training Activities**

- Attendance at training seminar(s) on the use of Pavement Surface Evaluation and Rating and Inventory-based Rating System for unpaved roadways
- Represent Kalamazoo Area Transportation Study at Transportation Asset Management Council - sponsored conferences and seminars, including attending either the Spring or Fall Transportation Asset Management Council Conference
- Attend Transportation Asset Management Council -sponsored Investment Reporting Tool training seminars
- Attend TAMC-sponsored Asset Management Plan Development training seminars

### **Data Collection Participation and Coordination**

- Federal Aid System:
    - Organize schedules with Public Act 51 agencies within the Region 3 Planning Area for participating in Federal Aid data collection efforts; ensure all participants of data collection have access to State of Michigan travel reimbursement rates
    - Coordinate, participate and facilitate road surface data collection on approximately one-half of the Federal Aid System in accordance with the Transportation Asset Management Council Policy for the Collection of Roadway Condition Data on Federal Aid Eligible Roads and Streets
    - Collect unpaved roadway condition data on approximately half of any unpaved Federal Aid eligible roadways using the Inventory-based Rating System developed by the Michigan Technological University's Center for Technology and Training
  - Non-Federal Aid System:
    - The Kalamazoo Area Transportation Study may allocate reimbursements for Non-Federal Aid data collection to Public Act 51 agencies according to the resources available to them in the manner that best reflects the priorities of their area and supports the Transportation Asset Management Council work
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- Coordinate Non-Federal Aid data collection cycles with Public Act 51 agencies with an emphasis on the top 125 agencies.
  - Ensure all participants of data collection understand procedures for data sharing with Transportation Asset Management Council as well as Transportation Asset Management Council policy and procedures for collecting Non-Federal Aid data
  - Participate and perform data collection with Public Act 51 agencies on an as-needed basis for the data collection of Non-Federal Aid roads when requested

### **Equipment**

- Ensure rating teams have the necessary tools to complete the federal aid data collection activity by maintaining a laptop compatible with the Laptop Data Collector and Roadsoft programs, a functioning Global Positioning System unit, and other required hardware in good working order
- Communicate any equipment needs and purchases with the Transportation Asset Management Council Coordinator; laptops are eligible for replacement on a three-year cycle

### **Data Submission**

- Develop and maintain technical capability to manage regional Roadsoft databases and the Laptop Data Collector program; maintain a regional Roadsoft database that is accurate and consistent with local agency data sets
- Coordinate Quality Assurance/Quality Control activities and data submission tasks according to protocols established in Transportation Asset Management Council Data Collection Policies for Federal Aid and Non-Federal Aid Roads
- Monitor and report status of data collection efforts to Transportation Asset Management Council Asset Management Coordinator through monthly coordinator calls and/or monthly or quarterly program updates that are submitted with invoices
- Provide links on agency websites and reports to the Transportation Asset Management Council website, interactive maps and dashboards for the dissemination of roadway data

### **Asset Management Planning**

- Attend and participate in Transportation Asset Management Council-sponsored training and workshops in order to provide technical support for Asset Management Plan development activities
- Provide an annual reporting of the status of Public Act 51 agency Asset Management Plans and keep abreast of the status of these plans for updates and revision
- Provide technical assistance and training funds to Public Act 51 agencies during the development of local Asset Management Plans using Transportation Asset Management Council templates when applicable; coordinate these tasks with an emphasis on the Top 125 agencies

### **Technical Assistance**

- Provide technical assistance to local agencies in using the Transportation Asset Management Council reporting tools for planned and completed infrastructure investments or any other Transportation Asset Management Council Work Program Activity
- Integrate Pavement Surface Evaluation Rating data and asset management into project selection criteria:
  - Analyze data and develop road preservation scenarios
  - Analyze performance of implemented projects

**Budget: \$57,300 (MTF)**

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## **APPENDIX A: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL BOARD**

### **Branch County:**

Keith Baker, Chair

Randall Hazelbaker, Secretary

### **Calhoun County:**

Ingrid Ault, Treasurer

Steve Frisbie

Art Kale

### **Kalamazoo County:**

Vince Carahaly, Vice-chair

Scott McGraw

Lowell Seyburn

Vacant

### **St Joseph County:**

Kathy Pangle

Vacant

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## **APPENDIX B: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL STAFF AND CONTACT INFORMATION**

**Lee Adams**

SMPC Director  
[adams@upjohn.org](mailto:adams@upjohn.org)

**Patrick Hudson**

Planner  
[Hudson@upjohn.org](mailto:Hudson@upjohn.org)

**Website:**

[www.smpcregion3.org](http://www.smpcregion3.org)

**Mailing Address and Phone Number:**

300 South Westnedge Avenue  
Kalamazoo, MI 49007  
269-385-0409

## **APPENDIX C: KALAMAZOO AREA TRANSPORTATION STUDY STAFF AND CONTACT INFORMATION**

**Jonathan Start**

Executive Director  
[jstart@KATSmpo.org](mailto:jstart@KATSmpo.org)

**Steven Stepek, AICP**

Senior Transportation Planner  
[sstepek@KATSmpo.org](mailto:sstepek@KATSmpo.org)

**Megan Arndt**

Associate Planner  
[marndt@KATSmpo.org](mailto:marndt@KATSmpo.org)

**Fred Nagler**

Associate Planner  
[fnagler@KATSmpo.org](mailto:fnagler@KATSmpo.org)

**Mara Gericke**

Associate Planner  
[mgericke@katsmpo.org](mailto:mgericke@katsmpo.org)

**Monica Zehner**

Office Manager  
[mzehner@katsmpo.org](mailto:mzehner@katsmpo.org)

**Website:**

[www.KATSmpo.org](http://www.KATSmpo.org)

**Mailing Address and Phone Number:**

Kalamazoo Area Transportation Study  
5220 Lovers Lane, Suite 110  
Portage, MI 49002  
(269) 343-0766

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**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**SOUTHCENTRAL MICHIGAN PLANNING COUNCIL**  
**MASTER AGREEMENT**

This Agreement is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and the Southcentral Michigan Planning Council (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 3 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 thirty (30) days after the end of each billing period. The final billing will be submitted no later than ~~sixty (60)~~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. INDEMNIFY AND SAVE HARMLESS**

In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, the FHWA, the FTA, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with the AGENCY's performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, for response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reason of the AGENCY's performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suits, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, the FHWA, and/or the FTA may sustain by reason of any scandalous, libelous, or unlawful matter

obtained or alleged to be contained in the work or any infringement or violation by the work of any copyright or property right.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, MDOT, the FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the Michigan State Transportation Commission, MDOT, the FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

**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 payment. Upon receipt of reimbursement from the FHWA or the FTA, MDOT will promptly forward said reimbursement to the AGENCY.

#### **16. AUDIT**

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

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

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

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

**17. INCREASE IN COSTS**

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

**18. ADDITIONAL SERVICES**

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

**19. SUBCONTRACTING**

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

Proposed subcontracts not included in the current PROGRAM will require an amendment to the PROGRAM prior to the AGENCY requesting MDOT's written consent to subcontract.

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

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

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

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

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

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

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

## **20. PROMPT PAYMENT**

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

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor

against MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

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

**21. FHWA AND FTA PARTICIPATION**

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

**22. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**23. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS**

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

- a. In connection with the performance of the Agreement, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof.
- c. The AGENCY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26,

including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof, with respect to the PROGRAM, said PROGRAM allowing the AGENCY to operate under the provisions of its own MDOT-approved DBE program.

- d. The AGENCY will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.

**24. REPORTS AND PUBLICATIONS**

- a. If any results of the PROGRAM are published by the AGENCY, costs of publication may be included as a participating cost.
- b. Prior to such publication, the AGENCY will submit all manuscripts for review and approval by MDOT. Such review and approval is for MDOT's own purposes and does not relieve the AGENCY from any claims arising out of such publication.
- c. In the event the parties fail to agree on the final draft of a manuscript, MDOT may publish independently results of the PROGRAM, but will set forth in such publication the AGENCY's nonconcurrence, if so desired by the AGENCY.
- d. Any publication 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 if MDOT or the FHWA or the 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 \_\_\_\_\_ (report) does not constitute a standard, specification, or regulation."*

**26. PUBLICATION OF FUNDAMENTAL WORK**

The provisions set forth in Sections 24 and 25 do not preclude the publication by the AGENCY of results of any PROGRAM work that is in the nature of fundamental or general principals. Manuscripts in this category will be submitted to MDOT and the FHWA or the FTA for approval prior to publication.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

#### **34. 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.

#### **35. 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.

**36. 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).

**37. 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 Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

**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, 2017 through September 30, 2020.

**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.

SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

**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

(Revised October 1, 2005)

### **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.



## 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