



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
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August 29, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept an Increase in Appropriation for the FY 2025 Unified Work Program Grant

The Southeast Michigan Council of Governments has awarded the City of Detroit Department of Transportation with the FY 2025 Unified Work Program Grant for a total of \$314,304.00. The federal share is \$314,304.00 and there is a required cash match of \$69,696.00. The total project cost is \$384,000.00. The grant was adopted in the FY 2025 budget in the amount of \$314,304.00. The adopted budget did not include the required grant match. We are requesting to increase appropriation 20572, in the amount of \$69,696.00, to reflect the total project cost of \$384,000.00.

The objective of the grant is to support the Detroit Department of Transportation’s (DDOT) planning process and complete the Unified Work Program. The funding allotted to the department will be utilized to pay for staff time for DDOT’s Strategic Planning Division. This is a reimbursement grant.

If this request is approved, the cash match will be provided from appropriation 29201.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R. Johnson
34F9071313554A4...

Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Department of Transportation (DDOT) is requesting authorization to accept a grant of reimbursement from the Southeast Michigan Council of Governments, in the amount of \$314,304.00, to support DDOT's planning process and complete the Unified Work Program; and

WHEREAS, the Grant was adopted in the FY 2025 budget in the amount of \$314,304.00; and the adopted budget request did not include the required grant match, in the amount of \$69,696.00; and

WHEREAS, the total project cost for the awarded grant is \$384,000.00, and therefore this request is to increase appropriation 20572, in the amount of \$69,696.00, in order to reflect the total project cost of \$384,000.00; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit; and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20572, in the amount of \$69,696.00, which includes a cash match coming from appropriation number 29201, for the FY 2025 Unified Work Program Grant.

**PASS THROUGH AGREEMENT BETWEEN
CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
AND
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS**

THIS AGREEMENT, made and entered into this _____ day of _____ 20____ by and between City of Detroit, through its Department of Transportation (here in after, together with its assignees and successors in interest, called the "SUBCONTRACTOR") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract _____²⁰²⁴⁻⁰⁰⁰⁹, between SEMCOG and the Michigan Department of Transportation (MDOT) hereinafter referred to as the "DEPARTMENTS," are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, _____²⁰²⁴⁻⁰⁰⁰⁹, the prime contract prevails.

WITNESSETH:

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

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

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

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

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

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

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

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

NOW, THEREFORE, SEMCOG and SUBCONTRACTOR agree that:

SUBCONTRACTOR WILL:

1. PERFORMANCE OF THE UWP

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

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

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

2. DOCUMENT PUBLICATION

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

3. COMMITTEE PARTICIPATION

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

4. PUBLIC PARTICIPATION

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

5. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

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

6. ESTIMATED COSTS AND PARTICIPATION

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

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

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

7. ACCOUNTS AND RECORDS

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

8. AUDIT OF ACCOUNTS AND RECORDS

- a. The SUBCONTRACTOR will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.

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

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

With a copy to:

Michigan Department of Transportation
Bureau of Transportation Planning
Statewide Transportation Planning Division

P.O. Box 30050
Lansing, MI 48909

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

9. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished on the UWP. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

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

10. FINAL REPORT

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

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

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

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

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

SUBCONTRACTOR is self-insured as to claims of general public liability, property damage, workers' compensation, and automobile liability for claims that may arise out of

the SUBCONTRACTOR's operations under this Agreement. SUBCONTRACTOR can provide documentation of such self-insurance upon request

12. APPRAISAL OF UWP

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

13. STAFF REPRESENTATIVE

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

14. DOCUMENT APPROVAL

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

15. CONSIDERATION OF TRANSPORTATION

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

16. REIMBURSABLE COSTS

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

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

17. REIMBURSEMENT TO SUBCONTRACTOR FOR COSTS INCURRED

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

18. AUDIT

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

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

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

19. INCREASE IN COSTS

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

20. ADDITIONAL COSTS

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

21. PROMPT PAYMENT

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

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

SUBCONTRACTOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

22. FHWA AND FTA PARTICIPATION

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

23. FEDERAL LAWS AND REGULATIONS

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

24. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

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

- a. In connection with the performance of the Agreement, SUBCONTRACTOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- b. During the performance of this Agreement, SUBCONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. SUBCONTRACTOR will carry out the applicable requirements of the MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing SUBCONTRACTOR to operate under the provisions of its own MDOT-approved DBE program.
- d. SUBCONTRACTOR will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.
- e. SUBCONTRACTOR further certifies that it agrees to ensure proper completion of the Department of Homeland Security US Citizenship and Immigration Services Employment Eligibility Verification Form (USCIS Form I-9), including the presentation of acceptable documents evidencing identity and employment authorization, in order to verify that all persons hired during the contract term by the SUBCONTRACTOR are legally present and authorized to work in the United States.

25. REPORTS AND PUBLICATION

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

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

26. REPORT LANGUAGE

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

*“The contents of this _____(report) reflect the view
of _____(the author), who is responsible for the*

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

27. PUBLICATION OF FUNDAMENTAL WORKS

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

28. OWNERSHIP OF DATA

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

29. PATENT RIGHTS AND COPYRIGHTS

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

30. UNFAIR LABOR PRACTICES

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

31. EQUIPMENT

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

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

32. ENVIRONMENTAL

For agreements in excess of One Hundred Thousand Dollars (\$100,000.00):

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

33. INDIVIDUALS WITH DISABILITIES

SUBCONTRACTOR agrees that no otherwise qualified individuals with disabilities in the United States, as defined in Section 3 of the Americans with Disabilities Act, Title 42, USC 12102, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

34. CERTIFICATION

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

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

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

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

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

35. LOBBYING

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

36. APPROVALS, REVIEWS, AND INSPECTIONS

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

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

TERMINATION

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

- a. Termination for Convenience:

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

b. Termination for Cause:

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

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

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

37. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 07/01/24 through 06/30/25 for amount not to exceed \$384,000 as budgeted in the 2024-2025 Unified Work Program.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds CFDA #20.205	\$384,000	\$314,304	\$69,696

Federal Award: July 1, 2024
Federal Award Identification Number (FAIN): 693JJ22430000Y450MI24A0634
SEMCOG Grant: Consolidated Planning Grant (CPG25)
SEMCOG Project: DDOT FTA Pass-Thru 24-25 (25006)

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter named authority in accordance with the 2024-2025 Unified Work Program. These are not R&D funds.

38. AWARD

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

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

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: _____
Title: Executive Director

CITY OF DETROIT DEPARTMENT OF TRANSPORTATION

By: _____
Title:

Entity Identifier (DUNS #)

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 2, 2014)

APPENDIX C

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

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

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

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

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

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

MDOT 0165 (07/10)

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
PO 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
 - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. 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
 - e. 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

COMMENT HISTORY



Please DocuSign: 20_PUB-CPG24-2024-0009-SEMCOG Unified Work Program FY 2025

Sender: Bashar Dimitry

Envelope Id: 620f69c2-a00d-45e0-a665-f3eedd9b062c

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Date Sent: 8/29/2024 | 2:51:39 PM

Date Completed: 9/6/2024 | 7:43:18 AM

All Recipients

Jonathan Demers -9/3/2024 | 6:20:14 AM
Jonathan.Demers@detroitmi.gov

@Cheryl - No changes required.