

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF GROSSE POINTE WOODS
CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Grosse Pointe Woods (AGENCY) of 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 in accordance with 2024 Public Act 121, Sections 250 and 1111, effective July 24, 2024, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Senator Kevin Hertel as shown in Appendix B.

The EARMARK is to be expended on approved projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in 2024 Public Act 121, and as provided herein. No funds may be expended prior to October 1, 2024, unless approved by the State Budget Office, and no expenditures shall be reimbursed outside of the PROJECT purpose. All funds shall be awarded and project completed by September 30, 2029, any unspent funds will be returned to the state treasury at that time. This Contract must be executed by June 1, 2025 or the grant funds will be returned to the state treasury. An extension may be granted by the state budget director.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of intersection improvements at Mack Avenue and Vernier Road to improve safety and signalized pedestrian crossing across Vernier Road near Parcels School (PROJECT) as described in the Special Grant Application which is incorporated by reference herein.

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not

to exceed \$980,000. The AGENCY will be responsible for all costs in excess of the funds shown above.

3. The AGENCY must request payment by submitting a Request for Payment Form (Exhibit A) and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT annually and upon completion of the PROJECT.

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

4. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
5. Ensure that any unspent or misused above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
6. For auditing processes, all records, including executed contracts, are to be maintained for seven years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice. The AGENCY shall respond to all reasonable information requests from MDOT related to PROJECT expenditures and retain PROJECT records for a period of not less than seven years, and the PROJECT may be subject to monitoring, site visits, and audits as determined by MDOT.
7. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
8. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.
9. MDOT will make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	<u>Milestones</u>	
Receipt of Exhibit A (Initial Payment)	\$490,000	50%
Initial Payment has been fully expended (Final Payment)	\$490,000	50%
<u>Total</u>	<u>\$980,000</u>	<u>100%</u>

10. MDOT may conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).
12. 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.

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 Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

16. In connection with the performance of SERVICES under this Contract, 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. This provision will be included in all subcontracts relating to this Contract.
17. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
18. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
19. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

20. This Contract 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 Contract 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 Contract, as applicable.

CITY OF GROSSE POINTE WOODS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
for 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

KEVIN HERTEL

12TH DISTRICT

P.O. BOX 30036

LANSING, MI 48909-7536

PHONE: (517) 373-7315

FAX: (517) 373-3126

senkhertel@senate.michigan.gov

**THE SENATE
STATE OF MICHIGAN**

September 21, 2024

Jennifer L. Flood
State Budget Director
111 S Capitol Ave
Lansing, MI 48933

Susan Corbin, Director
Michigan Department of Labor
and Economic Opportunity
105 West Allegan St
Lansing, MI 48933

Dear Directors:

SUBJECT: Legislative Sponsorship of Public Act 121 of 2024 Grant

In accordance with Public Act 121 of 2024, Article 15, Section 1111(2)(i), I am pleased to sponsor the grant identified below and I certify that this grant is for a public purpose.

The following information summarizes the grant I am sponsoring:

GRANT SUMMARY

Grant Recipient: City of Grosse Pointe Woods
Grant Amount: \$980,000
Boilerplate Section: Article 15, Sec. 1111 (2)(i)
Authorizing Grant Boilerplate Language: (2) The part 1 appropriation for critical infrastructure projects must be expended for the following: (i) \$980,000.00 for road and intersection improvements to a city with a population between 16,400 and 16,500 according to the latest federal decennial census.
Public Purpose: Pedestrian Crossing improvements at intersection in Grosse Pointe Woods.

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Sincerely,

Senator Kevin Hertel
District 12

REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

Clear Form

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT	
ESTIMATED PROJECT BUDGET	
SPONSOR NAME	

AMOUNT OF PAYMENT REQUEST	
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CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained.

FOR CONTRACTED PROJECTS: I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME AND TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL ADDRESS	PHONE NUMBER	DATE
AGENCY ADDRESS			
VENDOR NUMBER IN SIGMA VSS <i>(If known)</i>			
<input type="checkbox"/> INITIAL PAYMENT <input type="checkbox"/> FINAL PAYMENT - If the initial 50% of the payment has been fully expended, initial here _____. <input type="checkbox"/> TIME EXTENSION <i>(Requested SBO approval, if applicable)</i>			

FOR MDOT USE ONLY

RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST	DATE
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PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. E-mail completed form to Kristen Sullivan at SullivanK4@Michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT <i>(Total original grant amount <u>minus</u> the total eligible costs.)</i>	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL	PHONE NUMBER	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
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