

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF ROCHESTER HILLS
CONTRACT

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Rochester Hills (AGENCY) of 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 in accordance with Article XVII, Section 751 and Article XX, Section 1201 of Public Act 207 of 2018, Fiscal Year 2019 Omnibus Budget Appropriation Act, 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 EARMARK is to be expended on construction 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 Public Act 207 of 2018, and as provided herein.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of improvements to Livernois Road (PROJECT).

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 Seven Hundred Thousand Dollars (\$700,000.00). The AGENCY will be responsible for all costs in excess of the funds shown above.

3. The AGENCY must submit a Request for Payment Form (Exhibit A) prior to the start of the PROJECT and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT 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. Submit a copy of Exhibit B to MDOT for review and approval.
5. 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.
6. Ensure that any unspent above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
7. For auditing processes, all records, including executed contracts, are to be maintained for three 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.
8. 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.
9. 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.

MDOT will:

10. 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.

	Milestones	
Receipt of Exhibit A (Initial Payment)	\$350,000.00	50%
Evidence of Project Advertisement (Final Payment)	\$350,000.00	50%
<u>Total</u>	<u>\$700,000.00</u>	<u>100%</u>

11. May conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

12. Public Act 533 of 2004 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).
13. 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.

14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
20. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.



21. 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 ROCHESTER HILLS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green outline of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT" is the text "Michigan Department of Transportation" in a smaller, green, sans-serif font.

REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT (for this request)	

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. Please provide a progress schedule with the completed Exhibit A.

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 & TITLE		
AGENCY FEDERAL ID NUMBER	EMAIL	PHONE	DATE	
<input type="checkbox"/> INITIAL PAYMENT		<input type="checkbox"/> FINAL PAYMENT		

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
RECEIVED BY MDOT CONTRACT SERVICES DIVISION ADMINISTRATOR	DATE

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. Send completed form to **Michigan Department of Transportation (MDOT), Local Agency Programs, Attn: Tracie Leix, P.O. Box 30050, Lansing, Michigan 48909**, or by email to LeixT@michigan.gov.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

PROJECT TERMINI	
FROM	
TO	

A. ANNUAL COST OF WORK FOR FISCAL YEAR _____	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$

B. ACTUAL CONSTRUCTION COMPLETION DATE _____
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C. FINAL COST OF ELIGIBLE WORK	
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <i>minus</i> the total eligible costs.)	\$

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	EMAIL	PHONE	DATE

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
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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