UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT
UNDER THE
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
TRANSPORTATION INVESTMENTS GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM

MICHIGAN DEPARTMENT OF TRANSPORTION

AND

CITY OF DETROIT, MICHIGAN

WOODWARD AVENUE LIGHT RAIL PROJECT

FTA Grant MI-78-0001

TIGER DISCRETIONARY GRANT PROGRAM
GRANT NUMBER FTA-13

01-04-11 IN

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GRANT AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, MICHIGAN DEPARTMENT OF TRANSPORTION, AND CITY OF DETROIT, UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, SUPPLEMENTAL DISCRETIONARY GRANTS FOR A NATIONAL SURFACE TRANSPORTATION SYSTEM, HEREINAFTER REFERRED TO AS THE "TIGER DISCRETIONARY GRANT PROGRAM"

WHEREAS, the Michigan Department of Transportation (MDOT), hereinafter referred to as "Secondary Grantee," or "Recipient," has applied for a grant to develop and implement a 3.4 mile operable light rail line along Woodward Avenue (M-1), which will serve as the starter line for a future, larger 9.3 mile system, connecting Downtown Detroit to the New Center District and will include streetscape enhancements and signal prioritization (hereinafter referred to as the "Project"). The Project is authorized under the TIGER Discretionary Grant Program of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (hereinafter referred to as the "Recovery Act");

WHEREAS, the U.S. Department of Transportation (DOT), (hereinafter referred to as the "Government"), acting for the United States, received and reviewed over 1,400 applications for grants under the TIGER Discretionary Grant Program;

WHEREAS, the City of Detroit, Michigan (City), hereinafter referred to as "Grantee" or "Recipient", is recognized by MDOT as the Lead Agency for the required environmental review process under the National Environmental Policy Act for the Project and the City and MDOT have agreed that the City shall be designated as the primary Grantee responsible for administering this Grant and completion of the Project in accordance with the terms and conditions in this Agreement;

WHEREAS, DOT selected 51 projects to receive TIGER Discretionary Grants because of the benefits that these projects are expected to provide;

WHEREAS, the City, through its Department of Transportation, is authorized by the State of Michigan pursuant to MCL 117.4f, MSA 5.2079, to establish and maintain a transportation system within the City of Detroit;

WHEREAS, MDOT and the City acknowledge that a significant portion of the Project will be constructed primarily on right-of-way owned and controlled by MDOT and that the Project cannot be completed without the execution of an intergovernmental agreement between MDOT and the City that will permit the construction, operation and maintenance of the Project elements located on that right-of-way;

WHEREAS, the Project was selected for funding based on its contribution to the livability and economic competitiveness of the region; and the sustainability of the Detroit area's transportation system;

THEREFORE, DOT awards this grant in the amount of twenty-five million dollars ($25,000,000) to be administered by the Federal Transit Administration ("FTA"), to assist in the Grantee's efforts to construct the Project, in accordance with the terms and conditions of this grant agreement (hereinafter referred to as the "Grant Agreement").

SECTION 1. LEGISLATIVE AUTHORITY

Title XII of the Recovery Act provides that "...the Secretary of Transportation shall distribute funds provided...as discretionary grants to be awarded to State and local governments or transit agencies on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region." The Act also provides that "...projects eligible for funding provided under this heading shall include, but not be limited to, highway or bridge projects eligible under title 23, United States Code, including interstate rehabilitation, improvements to the rural collector road system, the reconstruction of overpasses and interchanges, bridge replacements, seismic retrofit projects for bridges, and road realignments; public transportation projects eligible under chapter 53 of title 49, United States Code, including investments in projects participating in the New Starts or Small Starts programs that will expedite the completion of those projects and their entry into revenue service; passenger and freight rail transportation projects; and port infrastructure investments, including projects that connect ports to other modes of transportation and improve the efficiency of freight movement."

Further, the Recovery Act provides that the authority to award a grant under the TIGER Discretionary Grant Program and perform oversight may be transferred from the Secretary of Transportation to the Administrators of the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration and the Maritime Administration.

SECTION 2. GENERAL TERMS AND CONDITIONS

a) The maximum obligation of the Government payable under this award, hereinafter referred to as the "Grant," shall be $25,000,000, subject to all the terms and conditions in this Grant Agreement and the requirements of all other Federal grant awards funding this project. The Grantee may not draw down funds or incur expenses under this Grant Agreement unless and until all of the following conditions have been satisfied for the Project:

    (1) No later than July 29, 2011, MDOT and the City shall enter into one or more intergovernmental agreements to memorialize their respective responsibilities arising from Project and this agreement, including but not limited to the following terms: (i) the City shall be designated as the primary Grantee responsible for administering this Grant and completion of the Project, consistent with FTA project oversight; (ii) MDOT and the City shall agree to the use of MDOT's right-of-way for the construction, operation and maintenance of the Project; (iii) in the event that FTA, MDOT and the City

mutually agree that a light rail line is not constructed and that elements of the Project with independent utility (including but not limited streetscape work and transit signal prioritization) are constructed in MDOT's right-of-way, MDOT and the City agree that the administration of this Grant and all responsibilities and obligations transferred to the City shall be transferred back to MDOT and MDOT shall be primary Grantee for the Project.

(2) The Project shall be approved by FTA to be in compliance with the National Environmental Policy Act, 42 U.S.C. § 4321, *et seq.*, no later than July 29, 2011;

(3) The detailed Project budget, schedule and financial plan shall be approved by FTA no later than July 29, 2011.

b) Payment of the Grant will be made pursuant to and in accordance with 49 CFR Parts 18 and 19 (to the extent that a non-governmental grantee receives grant funding, the provisions of such regulations and procedures as the Government may prescribe). Final determination of Grant expenditures may be based upon a final review of the total amount of agreed project costs, and settlement will be made for adjustments to the Grant amount in accordance with applicable government-wide cost principles (2 CFR 225 (State and Local Governments; 2 CFR 215 (Higher Education Institutions); and 2 CFR 230 (Non-Profit Organizations). If there are any differences between the requirements of 49 CFR Parts 18 and 19 and title 49, Chapter 53 of the United States Code, the title 49, Chapter 53 requirements will take precedence.

c) The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Schedule provided as milestones in the Grant Agreement and as executed in FTA's Electronic grant award and management system (TEAM), and such regulations and procedures as the Government may prescribe.

d) The Grantee has submitted a request for Federal assistance, hereinafter referred to as the "Application," attached as Attachment G, and the Government is relying upon the Grantee's assurances, certifications, and other representations made in the Application, or any other related documents submitted to the Government; and, in its submissions, the Grantee has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the ability to start construction quickly upon receipt of the Grant; to expend Grant funds once construction starts; and to receive all necessary environmental, state and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule.

e) The Government has determined that the Project should receive a Grant based on a review of the Project's potential to rapidly create jobs and economic activity; to provide lasting, long-term economic benefits for the transportation system; and to provide other outcomes, as specified in the June 17, 2009, Federal Register Notice, "Notice of Funding Availability for Supplemental Discretionary Grants for Capital

Investments in Surface Transportation Infrastructure Under the American Recovery and Reinvestment Act" (Docket No. OST-2009-0115).

f) Grant recipients will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Grantee is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures. (For further information, please see Attachment B or Certifications and Assurances signed in TEAM).

g) The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Grantee that were originally paid pursuant to this DOT Grant Agreement.

h) The Grantee agrees to retain all documents relevant to the grant award for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Grantee agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.

i) The DOT is subject to the Freedom of Information Act (FOIA). Grantees should therefore be aware that all applications and related materials submitted by applicants related to this Grant Agreement will become agency records and, thus, are subject to FOIA and to public release through individual FOIA requests. ARRA also mandates broad public dissemination of information related to the expenditure of funds through reporting requirements and website postings that are addressed in other sections of this Grant Agreement. President Obama's March 20, 2009 Memorandum for the Heads of Executive Departments and Agencies on Ensuring Responsible Spending of Recovery Act Funds mandates the strongest possible efforts to ensure public transparency and accountability of ARRA expenditures.

j) The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Grant Agreement.

k) As discussed in Section II(B)(1)(b) of the June 17 Federal Register notice for the TIGER Discretionary Grant program (http://edocket.access.gpo.gov/2009/pdf/E9-14262.pdf), and consistent with the Recovery Act and with OMB's Updated Guidance, issued on April 3, 2009, and Federal laws guaranteeing equal opportunity, the Grantee agrees to assist the Department in meeting DBE goals by continuing to provide DOT with information on: (1) whether the project will promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including pre-apprenticeship) programs; (2) whether the project will provide maximum practicable opportunities for small businesses and disadvantaged business enterprises, including veteran-owned small businesses and service disabled veteran-owned small businesses; (3) whether the project will make effective use of community-based organizations in connecting disadvantaged workers with economic opportunities; (4) whether the project will support entities that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and (5) whether the project implements best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals — regardless of race, gender, age, disability, and national origin — benefit from the Recovery Act. The Grantee further agrees to comply with 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs -- as a condition of receiving grant funding.

l) In accordance with OMB Recovery Act Guidance, the Grantee may recover costs in the amount of up to .5% of the Grant amount for administering the Grant (available at http://www.whitehouse.gov/omb/recovery_default/), and in the answers to Frequently Asked Questions available at http://www.whitehouse.gov/omb/recovery_faqs. Information about which administrative costs are reimbursable under this program is available in 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State and Local Governments" [located at: http://www.whitehouse.gov/omb/circulars/a087/a087-all.html], and in Recovery Act specific guidance in OMB Memorandum M-09-18, Payments to State Grantees for Administrative Costs of Recovery Act Activities (May 11, 2009). The costs for the performance measurement required by subsection m) below are permitted as part of the up to .5% in administrative costs.

m) Subject to Paperwork Reduction Act approval, as necessary, and mutual agreement by the parties to a performance measurement plan, Grantee agrees to collect the data necessary to track and report on the performance measures to be identified in a future agreement.

n) DOT encourages Grantees and Subrecipients/Subgrantees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including

policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at http://edocket.access.gpo.go /2009/E9-24203.htm) and DOT Order 3902.1 "Text Messaging While Driving", Dec. 30, 2009 (available at http://dotnet.gov.gov), as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010). This includes, but is not limited to, the Grantee/ Subgrantee/ Recipient:

1) Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
2) Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving;
3) Encouraging voluntary compliance with the agency's text messaging policy while off duty.

All recipients and subrecipients of financial assistance are encouraged to insert the substance of this clause in all assistance awards.

SECTION 3. APPLICABLE FEDERAL LAWS AND REGULATIONS

In addition to any other Federal requirements that apply, including specific and/or additional Buy American and Davis Bacon Act Prevailing Wage requirements or other specific requirements that apply under Title 23 or Title 49 of the United States Code, performance under this Grant Agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable sub-recipients:

a) The "Uniform Administrative Requirements for Grants and Grant Agreements to State and Local Governments" (49 CFR 18), located at: http://www.dot.gov/ost/m60/grant/49cfr18.htm, DOT's procurement standards for grants, will apply to the extent that the Grantee procures property and services in carrying out the approved grant project. For projects also utilizing additional FTA funding, if there are any differences between the DOT procurement standards and the FTA procurement standards, the FTA standards will take precedence.

b) Section 902 of the Recovery Act, requiring that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to: 1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and 2) to interview any office or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

c) Section 1515 of the Recovery Act, authorizing the DOT Office of the Inspector General to: 1) examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant or subgrant; and 2) interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

d) The Buy America requirements under 49 U.S.C. 5323(j) and the implementing regulations at 49 CFR Part 661 apply to TIGER funded projects sponsored by traditional FTA grantees and administered by FTA, in lieu of Buy American Requirements under Section 1605 of the Recovery Act.

e) Section 1606 of the Recovery Act (Davis-Bacon Act Wage Rate Requirements (regulations at 2 CFR Part 176.190)) to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair work. See Attachment C, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1606 compliance.

f) Section 1604 of the Recovery Act, which prohibits the grantee from expending funds under this agreement on any casino, or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

g) Sections 1201, 1511, and 1607 of the Recovery Act, requiring certifications (existing certifications will remain valid unless an update is needed). Note that the Section 1511 certification requirement pertains to particular infrastructure investments. All Certifications, once executed, should have been submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary for Transportation Policy, at TigerTeam.Leads@dot.gov. Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to follow to be submitted via U.S. mail. As required by the Recovery Act, Certifications under Section 1511 shall be immediately posted on a website and linked to the website Recovery.gov. No funds may be obligated until such posting is made.

h) Section 1553 of the Recovery Act, which requires the Grantee to provide Whistleblower protections. As a non-Federal employer, the Grantee is required to post a notice of the rights and remedies provided under this section. The whistleblower program requirements and poster are available at the following web site: http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.aspx .

i) Section 1554 of the Recovery Act, which requires the Grantee to award contracts as fixed-price contracts to the maximum extent possible through the use of competitive procedures. In the rare circumstances where the Grantee does not award fixed–price contracts and does not use competitive procedures, the Grantee shall publicly and electronically post a summary of such contracts.

j) The Single Audit Act Amendments of 1996 and the Office of Management and Budget's (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" (Single Audit Information requirements for Recipients of Recovery Act Funds (regulations at 2 CFR Part 176.210)), which govern the tracking and documentation of all Recovery Act expenditures. This includes compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of $500,000 or more in a year in Federal awards. See Attachment B, Recovery Act Requirements and Contract Clauses, for requirements and more information on Single Audit Information compliance.

k) The "New Restrictions On Lobbying," (49 CFR Part 20 [located at: http://www.dot.gov/ost/m60/grant/49cfr20.htm].

l) The "Cost Principles for State and Local Governments" 2 CFR Part 225 (OMB Circular A-87), or other applicable cost principles, depending upon the grantee [located at: http://www.whitehouse.gov/omb/circulars/a087/a087-all.html].

m) OMB Circular A-102, "Grants and Grant Agreements With State and Local Governments" or other applicable requirements, depending upon the grantee [located at: http://www.whitehouse.gov/omb/circulars/a102/a102.html].

n) Any other applicable Federal regulation or statute including each of the laws, regulations, executive orders, policies, guidelines, and requirements identified in Attachment B, Grant Assurances, or for projects subject to Chapter 53 requirements, the Certifications and Assurances executed in TEAM.

SECTION 4. GRANTEE AND PROJECT CONDITIONS

a) MDOT and the City agree to administer the Grant according to the conditions set forth in this Grant Agreement, and that the City will be the primary Grantee responsible for the terms and conditions of this agreement.

MDOT and the City further agree that the City, as the Grantee, shall apply to the FTA to receive and administer the grant award of TIGER funding for the Project and that the City and MDOT agree to administer the Grant according to the terms conditions set forth in this Grant Agreement and in the FTA electronic (TEAM) grant application and award.

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 138916973. Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Limited Agent: 021100409.

b) Notices:

Notices required by this Agreement should be addressed as follows:

As to the Government:

Marisol Simon
Regional Administrator
Federal Transit Administration Region V
200 West Adams Street, Suite 320
Chicago, IL 60606
(312) 353-2789
marisol.simon@dot.gov

AND

Cheryl Openshaw
TIGER Discretionary Program Modal Coordinator
Federal Transit Administration
1200 New Jersey Ave. SE; E46-305
Washington DC 20590
(202) 366-8400
cheryl.openshaw@dot.gov

AND

Robert Mariner
United States Department of Transportation
Office of the Secretary
1200 New Jersey Ave SE; @84-244
Washington, DC 20590
(202) 366-8914
robert.mariner@dot.gov

As to the Secondary Grantee:

Michigan Department of Transportation
Kirk T. Steudle, Director
Van Wagoner Building
425 W. Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909
517 - 373-2114
SteudleK@michigan.gov

AND
Michigan Department of Transportation
Sharon Edgar,Bureau of Passenger Transportation Administrator
Van Wagoner Building
425 W. Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909
517 - 373-0471
EdgarS@michigan.gov

As to the Primary Grantee:
City of Detroit
Lovevett Williams, Director
City of Detroit Department of Transportation
1301 East Warren
Detroit, MI
(313) 833-7670

AND

Norman L. White
City of Detroit, Mayors Office
2 Woodward Avenue Suite 1200
Detroit, MI
(313) 224-3491

c) Overall Project Description, Budget and Funding:

1. Project Description:

The Project will create a new a 3.4 mile operable light rail line along Woodward Avenue (M-1), which will serve as the starter line for a future, larger 9.3 mile system, connecting Downtown Detroit to the New Center District and will include streetscape enhancements and signal prioritization.

2. Project Budget:

Project Budget:

Develop Plans, Specifications & Estimate	$ 38,700,000
Right of Way (capital and support)	$ 2,700,000
Construction (capital and support)	$ 121,400,000
Vehicle	$ 24,700,000
Finance Charges	$ 2,500,000
Total Project Budget	**$ 190,000,000**

3. Project Milestones:

LRT PROJECT MILESTONES:

ACTIVITY	COMPLETION DATE
Tiger Grant Signed with FTA	December 30, 2010
RFP for A/E Services	January, 2011
A/E services contract awarded	March, 2011
Completion of NEPA:	July 29, 2011
Preliminary Design Completed:	September, 2011

Construction Contract Advertised:	February, 2012
Final Design Completed:	March, 2012
Construction Contract Awarded:	April, 2012
Ground Breaking Ceremony:	April-May, 2012
Construction Contract Completed:	October, 2014
Revenue Operating Date:	March, 2015
Project and Grant Closeout:	August, 2015

4. Project Funding:

a. TIGER Discretionary Grant Program Funding:

The total not-to-exceed amount of Federal funding that is provided under this Grant Agreement for all Component Projects is twenty-five million dollars ($25,000,000) for Project. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated under this Grant Agreement as indicated above and any subsequent amendments.

b. Local Financial Commitment (if any):

A. The Grantee hereby commits and certifies that it will provide funds (and ensure the availability of other sources of funding, such as local/ private funding or in/kind contributions) in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Grant Agreement), to assure timely and full payment of the project costs as necessary to complete the Project.

B. The Grantee agrees to notify the Government within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to fund the project costs necessary to complete the Project as set forth in the Grantee's Technical Application. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (A) of this Section 4(d)(2). The Government is not responsible for any funding shortfalls regarding the non-TIGER Discretionary Grant amount share. The TIGER Discretionary Grant Amount will remain unchanged (See Section 9 of this Grant Agreement regarding termination).

c. Grant Funds and Sources of Project Funds:

LRT PROJECT:	
TIGER Discretionary Grant Amount:	$ 25,000,000
Federal Other Share (if any):	$ 0
State Share (if any):	$ 20,000,000
Local Share (if any):	$ 45,000,000
Other Share (if any):	$ 100,000,000
Total Project Cost:	**$ 190,000,000**

SECTION 5. REIMBURSEMENT OF PROJECT COSTS

a) Pursuant to 49 CFR 18.21(d), the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions [see 49 CFR Part 18] not-to-exceed the funds currently available as stated in this Grant Agreement. The Grantee shall submit electronic payment requests through the Electronic Clearing House Operation (ECHO).

b) Reimbursement:

1) Requests for Reimbursement: Grantee shall retain supporting documentation when requesting reimbursement of costs incurred through ECHO and include cost details in the periodic reports described in Attachment C.

2) The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.

3) To seek reimbursement from the Government, the Grantee shall retain documentary evidence of all obligations associated with the Project and included in the total Project costs above (those to be covered by the local and/or state contribution and submit requests for reimbursement based on cash flow needs). The Government will reimburse the Grantee upon request for all valid expenses (TIGER Discretionary Grant share of total project costs set forth in paragraph 4(d), above). All reimbursement requests to the Government shall be supported by sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.

4) The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

5) Any Federal funds not expended in conjunction with the Project will remain the property of the Government.

6) Financial Management System: By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 18. The Grantee's failure to comply with these requirements may result in agreement termination.

7) Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Grant Agreement.

SECTION 6. REPORTING

a) Recovery Act Reporting:

Reporting requirements under Section 1201(c)(2) of the Recovery Act, "General Provision – Department of Transportation" apply. Project reports, including information as set forth in paragraph 2, below, shall therefore be reported to the Government in accordance with the statutory timeframes. Due to the unique timeframe for TIGER Discretionary Grant awards, Grantees should submit the first of such reports on the first due date following the execution date of this Grant Agreement and on each subsequent due date thereafter. Grantees shall submit their data using the *electronic (TEAM) grant application and award system.*

The program guidance on 1201(c) reporting is located at:
http://www.fta.dot.gov/index_9440_10542.html

1) Project reports for Section 1201(c) should include the amount of Grant Funds appropriated, allocated, obligated, and outlayed under the appropriation; the number of projects put out to bid under the appropriation and the amount of Grant Funds associated with these contracts; the number contracts awarded under the appropriation and the amount of Grant Funds associated with these contracts; the number of projects for which work has begun under these contracts and the associated amount of Grant Funds; the number of projects for which work has been completed and the associated amount of Grant Funds; the number of direct, on-project jobs created or sustained by the Grant Funds for projects under the appropriation and, to the extent possible, number of direct on-project job hours (the Department calculates the number of indirect and induced jobs); and the actual aggregate expenditures by each recipient from State sources for projects eligible for funding under the program between February 17, 2009, and September 30, 2010, compared to

the level of such expenditures planned to occur during this period as of February 17, 2009, updated annually through February 17, 2012.

2) In accordance with the Recovery Act and OMB Guidance, dated June 22, 2009 (http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf), this Grant award requires the Grantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award to http://www.FederalReporting.gov . Information from these reports will be made available to the public. Such reporting responsibility may be delegated from the Grantee/ Recipient to the Sub-grantee/ Sub-recipient or vendor, in order to ensure that the necessary information is provided to the Grantee/ Recipient, who is ultimately responsible for reporting the required elements.

   The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

   Grantees/ Recipients and their Subgrantees/ first-tier recipients (to the extent that they have been delegated direct reporting responsibility) must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. Prime recipient and all first tier sub-recipients must have a DUNS Number (http://www.dnb.com), which is also one of the requirements for registration in the Central Contractor Registration database.

   The Grantees/Recipients shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at http://www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

3) In accordance with Section 1609 of the Recovery Act, the Grantee shall submit quarterly reports, ***as necessary***, describing the status of the Project with respect to the National Environmental Policy Act (NEPA) review. If necessary, a report shall be submitted to FTA by April 5, 2010, and every 90 days thereafter following the execution of this Agreement. Due to the unique timeframe for TIGER Discretionary Grant awards, Grantees should submit the first of such reports on the first due date following the execution date of this Grant Agreement and on each subsequent due date thereafter.

4) In accordance with the purposes of the Recovery Act, the Grantee may be required to submit additional information in response to requests from DOT, OMB, the Congressional Budget Office, the Government Accountability Office, or the Department of Transportation's Inspector General. The

Government will inform Grantees if and when such additional reports are required.

b) Project Reports:

1) Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit progress reports, as set forth in Attachment D: Periodic Project Progress Reports, Format and Content, to the Government on a periodic basis. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded, if not included in the grant application/agreement as documented in TEAM.

Addresses for submittal of reports and documents: The Grantee shall submit all required reports and documents to the Government electronically in TEAM, referencing the Grant Agreement number; or if too large to attach electronically in TEAM, then submittal shall be via email to cheryl.openshaw@dot.gov and Marisol.simon@dot.gov

2) Annual Budget Review and Program Plan: The Grantee shall submit an annual budget review and program plan to the Government via e-mail 60 days prior to the end of each agreement year, and attach the document and related follow up items to the next quarterly report in TEAM. The annual budget review and program plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming agreement year. If there are no proposed deviations from the approved project budget, the annual budget review shall contain a statement stating such. The Recipient will meet with DOT to discuss the annual budget review and program plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then the Government may request a recovery plan from the Grantee and if such recovery plan is deemed insufficient or not timely, the Government may provide written notice to the Grantee that all work proposed under the annual budget review and program plan shall be discontinued and shall not be resumed until written approval from the Government is received.

c) Milestones/Deliverables Schedule: The Milestones/Deliverables Schedule is provided in the electronic (TEAM) grant application and award.

d) Closeout Process: Closeout occurs when all required project work and all administrative procedures described in 49 CFR part 18 (or part 19 as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of Project completion date or termination by the Government, Grantees must submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third party audit reports.

SECTION 7. SPECIAL GRANT REQUIREMENTS

The Grant Agreement is conditional to the extent that each budget activity of a component project will not be funded until the selected project (1) has been approved by FTA to be in compliance with the National Environmental Policy Act, 42 U.S.C. § 4321, *et seq.*; (2) is included in the Statewide Transportation Improvement Program as required pursuant to 49 U.S.C. § 5304; and (3) budget, schedule and financial plan has been approved by FTA.

For projects funded with both Recovery Act funds and Federal transit assistance under title 49, United States Code, Chapter 53, in addition to the terms and conditions set forth herein, all relevant FTA program requirements shall apply to any grant award using Recovery Act funds.

For projects funded exclusively with Recovery Act funds, in addition to the terms and conditions set forth herein, the following requirements shall apply to any grant award using Recovery Act funds.

a) Buy America. As stated in Section 3.c of this Agreement referencing the Buy America Requirements, the Grantee agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

b) Alcohol Misuse and Prohibited Drug Use. The Grantee agrees to comply with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

c) Public Transportation Employee Protective Arrangements. If the Grant Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. Department of Labor (DOL) apply to public transportation operations performed in connection with the Project, the Grantee agrees to comply with the applicable requirements for its Project as follows:

1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Grantee agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C.

§ 5333(b), in accordance with U.S. DOL guidelines entitled, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement for the Project. The Grantee agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.

2) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Grantee agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Grantee's project, in accordance with U.S. DOL guidelines entitled, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. Any U.S. DOL Special Warranty that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

d) Preaward and Post Delivery Requirements. The Grantee agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and any amendments thereto.

e) Project Management for Major Capital Projects. To the extent applicable, the Grantee agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any amendments thereto, and follow the most recent edition of FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects," and any later revisions thereto.

f) Debarment and Suspension. The Grantee agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Grantee agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

SECTION 8. ASSURANCES

The Grantee and Limited Agent/Designee have either executed the Federal Transit Administration's (FTA) Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal Fiscal Year 2010, or have submitted the Certifications and Assurances in Attachment B of this document.

SECTION 9. TERMINATION, MODIFICATION AND EXPIRATION

a) Subject to terms set forth in this Grant Agreement, the Government reserves the right to terminate this Grant Agreement, and the Government's obligations thereunder, unless otherwise agreed between the Grantee and the Government, if any of the following occurs:

   1) The Grantee fails to obtain or provide any non-Federal contribution or alternatives approved by the Government as provided in this Grant Agreement and in accordance with the Project Schedule;

   2) The Grantee fails to begin construction before September 30, 2012.

   3) The Grantee fails to begin expenditure of Grant funds by September 30, 2012.

   4) The Grantee does not meet the conditions and obligations specified under this Grant Agreement including a material failure to comply with the Project Schedule which is beyond the reasonable control of the Grantee; or

   5) The Government determines that termination is in the public interest.

b) Funds available under this agreement must be obligated on or before September 30, 2011, but once obligated, are available for liquidation and adjustment through September 30, 2016, the "Grant Termination Date." Unless otherwise specified, this Grant Agreement shall terminate on the Grant Termination Date.

c) Either party (Government or the Grantee) may seek to amend or modify this Grant Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 CFR parts 18.43 and 18.44. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.

SECTION 10. AWARD AND EXECUTION OF AGREEMENT

A grant is awarded and executed by electronic signature in the FTA's electronic grants award and management system, TEAM. These electronic signatures legally bind the parties to the terms and conditions set forth in TEAM.

There are four (4) identical counterparts of this Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When this Agreement is fully executed and dated and TEAM is electronically signed and dated by the authorized official of the Government, these instruments will constitute an Award. Upon full Execution of these instruments by the Grantee, the effective date will be the date the Government awarded funding through TEAM.

EXECUTION BY GOVERNMENT

The Government executes this agreement in accordance with Public Law 111-5, and in accordance with the above conditions and assurances.

Executed this 29th day of December, 2010.

Rhonda Reed
Signature of Government's Authorized Representative

Deputy Regional Administrator
Title

EXECUTION BY GRANTEE

The Grantee agrees to accomplish each element of the project in compliance with those terms and conditions contained herein.

Executed this _____ day of _____, 2010.

CITY OF DETROIT

(SEAL)

_____
(Signature of Grantee's Official Representative)

_____
Title

SECTION 10. AWARD AND EXECUTION OF AGREEMENT

A grant is awarded and executed by electronic signature in the FTA's electronic grants award and management system, TEAM. These electronic signatures legally bind the parties to the terms and conditions set forth in TEAM.

There are four (4) identical counterparts of this Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When this Agreement is fully executed and dated and TEAM is electronically signed and dated by the authorized official of the Government, these instruments will constitute an Award. Upon full Execution of these instruments by the Grantee, the effective date will be the date the Government awarded funding through TEAM.

EXECUTION BY GOVERNMENT

The Government executes this agreement in accordance with Public Law 111-5, and in accordance with the above conditions and assurances.

Executed this _____ day of _____, 2010.

_____
Signature of Government's Authorized Representative

_____
Title

EXECUTION BY GRANTEE

The Grantee agrees to accomplish each element of the project in compliance with those terms and conditions contained herein.

Executed this 29 day of December, 2010.

CITY OF DETROIT

(SEAL)

Forrest Williams
(Signature of Grantee's Official Representative)

Director
Title

EXECUTION BY SECONDARY GRANTEE

The Grantee agrees to accomplish each element of the project in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 2010.

Michigan Department of Transportation

(SEAL)

Signature of Secondary Grantee's Designated Official Representative

for Director

Title

ATTACHMENT A

Statement of Work is contained in TEAM

ATTACHMENT B: GRANT ASSURANCES

OFFICE OF THE SECRETARY
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The Michigan Department of Transportation (the Grantee) HEREBY AGREES THAT,

I. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply: with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 21.7(a).

II. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex.

III. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq), the Drug Abuse Office and Treatment Act of 1972, as amended (21 USC 1101 et seq.), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 USC 4541 et seq); and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and the requirements of any other nondiscrimination statute(s) which may apply to the grant recipient.

IV. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and Part 37, Transportation Services for Individuals With Disabilities; and Part 38, Americans With Disabilities Act – Accessibility Specifications for Transportation Vehicles; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap, or otherwise be subjected to discrimination under any program for which the Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 27.9.

- The Grantee will promptly take any measures necessary to effectuate this agreement. The Grantee further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

- These assurances obligate the Grantee for the period during which Federal financial assistance is extended. The Grantee agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

- These assurances are given for the purpose of obtaining Federal grant assistance under the TIGER Discretionary Grant Program and are binding on the Grantee, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the TIGER Discretionary Grant

Program. The person or persons whose signatures appear below are authorized to sign this agreement on behalf of the Grantee.

- In addition to these assurances, the Grantee agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

_____ _____

Date Michigan Department of Transportation

By: _____

Signature of Authorized Official

_____ _____

Date Dec 29, 2010 City of Detroit

By: Forrest Williams

Signature of Authorized Official

Program. The person or persons whose signatures appear below are authorized to sign this agreement on behalf of the Grantee.

- In addition to these assurances, the Grantee agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

Sharon L. Edgar

Date — Michigan Department of Transportation

By: for Signature of Authorized Official

Date — City of Detroit

By: _____
Signature of Authorized Official

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Grant Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Grant Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Michigan Department of Transportation

_____ _____
Signature Date

_____
Title

City of Detroit Lovevett Williams Dec 29, 2010
Signature Date

DIRECTOR
Title

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans,
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The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Grant Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Michigan Department of Transportation

Shawn Dyer _____ _____
Signature Date

for Director _____
Title

City of Detroit

_____ _____
Signature Date

_____
Title

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF THE TIGER DISCRETIONARY GRANT PROGRAM

A. The grant certifies that it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award;

(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Grantee *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of services pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

Michigan Department of Transportation — Date

Forrest Williams — Dec, 29, 2010

City of Detroit — Date

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Grantee *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of services pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

Michigan Department of Transportation — Date

City of Detroit — Date

TIGER DISCRETIONARY GRANT PROGRAM

GRANT ASSURANCES

Certification. Grantee represents that neither Grantee nor the Transportation Planning Board ("TPB") plan to directly or personally construct or operate the transportation facilities or equipment which will be funded with this Grant but will enter into Sub-grant Agreements with other entities to do so. COG warrants that the Sub-grantees will be required to themselves affirm compliance with these Certifications, and that COG will have in place a procedure to assure such compliance.

The Grantee hereby assures and certifies, with respect to this grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

General Federal Legislation

a. Davis-Bacon Act - 40 U.S.C. 3141, et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
c. Hatch Act - 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470f
f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. 3001, et seq.
h. Clean Air Act, P.L. 90-148, as amended
i. Section 404 of the Clean Water Act, as amended 33 U.S.C. 1251, et seq.
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
k. Coastal Zone Management Act, P.L. 92-583, as amended.
l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C.8373
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 3701, et seq.
u. Copeland Anti-kickback Act, as amended - 18 U.S.C. 874 and 40 U.S.C. 3145
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
x. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376
y. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
z. Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq.

aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. 1681 through 1683, and 1685 through 1687
bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. 794
cc. American Recovery and Reinvestment Act of 2009 – P.L. 111-5
dd. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d *et seq.*
ee. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. 541, et seq.
ff. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
gg. Freedom of Information Act - 5 U.S.C. 552, as amended
hh. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
ii. Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201
jj. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
kk. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661
ll. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. 401
mm. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. 138
nn. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. 6901, et seq.
oo. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. 9601-9657
pp. Safe Drinking Water Act -- 42 U.S.C. 300F-300J-6
qq. Wilderness Act -- 16 U.S.C. 1131-1136
rr. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. 6901, et seq.
ss. Native American Grave Protection and Repatriation Act -- 25 U.S.C. 3001 et seq.
tt. Migratory Bird Treaty Act 16 U.S.C. 760c-760g

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

General Federal Regulations

a. Interim Final Guidance on Buy American – 74 FR 18449 (April 23, 2009), 2 CFR Part 176
b. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations – 2 CFR Part 215
c. Cost Principles for State and Local Governments – 2 CFR Part 225

d. Non-procurement Suspension and Debarment – 2 CFR Part 1200
e. Investigative and Enforcement Procedures - 14 CFR Part 13
f. Procedures for predetermination of wage rates - 29 CFR Part 1
g. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 CFR Part 3
h. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 CFR Part 5
i. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 CFR Parts 60, et seq.
j. Contractor Qualifications - 48 CFR Part 9
k. Uniform administrative requirements for grants and cooperative agreements to state and local governments - 49 CFR Part 18
l. New Restrictions on Lobbying – 49 CFR Part 20
m. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21
n. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 CFR Part 24
o. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 CFR Part 25
p. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26
q. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 CFR Part 27
r. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
s. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 CFR Part 30
t. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
u. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 CFR Parts 37 and 38
v. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40

Office of Management and Budget Circulars

a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments
b. A-102 – Grants and Grant Agreements with State and Local Governments
c. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
d. Any other applicable OMB Circular based upon the specific TIGER Grant Recipient

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are hereby incorporated by reference into the Grant Agreement.

Responsibility and Authority of the Grantee.

1. The Grantee has the legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Funds Availability. It has sufficient funds available for that portion of the project costs that are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement that it will own or control.

3. Preserving Rights and Powers.

It will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the DOT, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the DOT.

4. Accounting System, Audit, and Record Keeping Requirements.

a. The Grantee agrees to keep all project accounts and records that fully disclose the amount and disposition by the grantee of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 USC 7501-7507).

b. The Grantee agrees to make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Grantee that are pertinent to the grant. The DOT may require that a Grantee conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Grantee relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

5. Minimum Wage Rates. It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement that involve labor, provisions establishing

minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

In addition, in order to incorporate the provisions of Section 1606 of the Recovery Act, which applies Davis-Bacon Act prevailing wage requirements to projects funded directly by or assisted in whole or in part by and through the Federal Government using laborers and mechanics, the grantee agrees to insert the clauses found in 29 CFR 5.5(a) provided in Attachment B of this grant agreement in all Grantee contracts and grants using funds obligated to carry out this grant agreement.

6. Engineering and Design Services. It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541, et seq) or an equivalent qualifications-based requirement prescribed for or by the Grantee as approved by the Secretary.

7. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

8. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

Michigan Department of Transportation
Secondary Grantee

_____ _____
Signature of Authorized Grantee Official Date

City of Detroit
Grantee

Roneveld Williams Dec 29, 2010
Signature of Authorized Grantee Official Date

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Michigan Department of Transportation
Secondary Grantee

for Susan Mayer

Signature of Authorized Grantee Official _____ Date _____

City of Detroit
Grantee

Signature of Authorized Grantee Official _____ Date _____

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 CFR Part 1200, 49 CFR Part 32

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, Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. See also Government-wide Requirements for Drug Free Workplace Grants (49 CFR Part 32). 6. 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.

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 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 Non-procurement Programs.

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 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Detroit:

Rovenett Williams
Name

Director
Title

Dec 29, 2010
Date

Michigan Department of Transportation:

Name

for Director

Title

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning 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 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 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Non-procurement Programs.

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 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an 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.

_____

Name

_____

Title

_____

Affiliation

_____

Date

ATTACHMENT C

RECOVERY ACT REQUIREMENTS AND CONTRACT CLAUSES

DAVIS-BACON WAGE RATE REQUIREMENTS AND CONTRACT CLAUSES

a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

b) Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

c) Federal agencies providing grants, grant agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

d) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

BUY AMERICA REQUIREMENTS

The Grantee agrees to comply with Buy America provisions under 49 U.S.C. 5323(j) and the implementing regulations at 49 CFR Part 661, and any amendments.

SINGLE AUDIT INFORMATION FOR RECIPIENTS OF RECOVERY ACT FUNDS REQUIREMENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and OMB Circular A–102 "Grants and Cooperative Agreements with

State and Local Governments." Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

ATTACHMENT D

PERIODIC PROGRESS REPORTS

FORMAT AND CONTENT

Until Paperwork Reduction Act clearance is obtained, a Grantee and the Limited Agent/Designee, if relevant, are to retain data for potential future reporting to ensure DOT records are complete. The frequency and exact content of these progress reports will be determined by the Government based on an assessment of the project's risk and level of oversight being provided.

The purpose of the progress reports are to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met.

The Grantee should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.

The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Grantee and the Government must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.

A monthly cost, schedule, and status report will be produced by the Grantee, and a quarterly status meeting will be held with the Grantee, the Government and other applicable agencies in attendance. The quarterly status meetings should discuss the project costs, schedules, quality issues, compliance with Federal requirements, and other status items in sufficient enough detail to allow all involved parties to be fully aware of the significant status issues and actions planned to mitigate any adverse impacts. In addition, significant issues occurring between status meetings must be communicated immediately without waiting for the next regularly scheduled meeting, with any highly significant or sensitive issues elevated immediately to the executive leadership.

The following is the required format for the status reports. At the discretion of the Government, modifications or additions can be made in order to produce a reporting format that will most effectively serve both the Grantee and the Government. It is recognized that some projects will have a more extensive status than others. In the case of smaller projects, the content of the reports will be streamlined and project status meetings will be held on a less-frequent basis.

Please note that the initial progress report should include a detailed description, and where appropriate, drawings, of the items funded.

1. Executive Summary. The executive summary should be a clear and concise summary of the current status of the project, including any major issues that have an impact on the project's scope, budget, schedule, quality, or safety. It may be done in a bulleted format. The following summary information is an example of items that should be covered in the Executive Summary section:

- Current total project cost (forecast) vs. latest budget vs. baseline budget. Include an explanation of the reasons for any deviations from the approved budget.
- Current overall project completion percentage vs. latest plan percentage.
- Any delays or exposures to milestone and final completion dates. Include an explanation of the reasons for the delays and exposures.
- A summary of the projected and actual dates for notices to proceed for significant contracts, start of construction, start of expenditure of TIGER Discretionary Grant funds, and project completion date. Include an explanation of the reasons for any discrepancies from the corresponding project milestone dates included in the Grant Agreement.
- Any Federal obligations and/or TIFIA disbursements occurring during the month versus planned obligations or disbursements.
- Any significant contracts advertised, awarded, or completed.
- Any significant scope of work changes.
- Any significant items identified as having deficient quality.
- Any significant safety issues.
- Any significant Federal issues such as environmental compliance, Buy America, Davis Bacon Act Prevailing Wage requirements, etc.

2. Project Activities and Deliverables. The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous month (reporting period), and (2) define the activities and deliverables planned for the next two reporting periods. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to Recovery Act requirements, media or Congressional inquiries, value engineering/constructability

reviews, and other items of significance. The two-month "look ahead schedule" will enable the Government to accommodate any activities requiring input or assistance.

3. Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. In general, issues and administrative requirements that could have a significant or adverse impact to the project's scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

4. Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for monthly reporting purposes, with the ultimate format to be agreed upon between the Grantee and the Government. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported.

Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.

- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.

- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

5. Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments To Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design

contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet.

Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or TIFIA disbursements for the project, compared to planned obligations and disbursements.

6. Project Funding Status. The purpose of this section is to provide a status report on the non-TIGER Discretionary Grant funds necessary to complete the project. This report section should include a status update of any legislative approvals or other actions necessary to provide the non-TIGER Discretionary Grant funds to the project. Such approvals might include legislative authority to charge user fees or set toll rates, or the commitment of local funding revenues to the project. In the event that there is an anticipated or actual project cost increase, the project funding status section should include a report on the anticipated or actual source of funds to cover the cost increase and any significant issues identified with obtaining additional funding.

7. Project Quality. The purpose of this section is to: (1) summarize the Quality Assurance/Quality Control activities during the previous reporting period, and (2) highlight any significant items identified as being deficient in quality. Deficient items noted should be accompanied by reasons and specifics concerning the deficiencies, and

corrective actions taken or planned. In addition, the agency or firm responsible for the corrective action should be documented. Planned corrective actions should then be included as Action Items/Outstanding Issues.

8. Other Status Reports. The Grantee and the Government may agree that other reports may be beneficial in ensuring that project status issues are fully and openly communicated. Such reports may include the public relations plan, value engineering and constructability review plan, environmental compliance report, and/or compliance with the Buy America requirements.

ATTACHMENT E

Project Budget is contained in TEAM

ATTACHMENT F

Project Schedule is contained in TEAM

ATTACHMENT G

Technical Application

ATTACHMENT H

Milestone/Deliverable Schedule is contained in TEAM