

AGENDA

Committee on Ways and Means AGENDA FOR NOVEMBER 27, 2023 AT 4:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
view on: <https://www.youtube.com/@lansingcitycouncil4446/stream>

Council Member Spadafore, Chairperson
Council Member Wood, Vice Chairperson
Council Member Jackson, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. November 13, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Grant Acceptance; Environment, Great Lakes, and Energy (EGLE) Sewer Overflow and Stormwater Reuse Municipal Grant
 - C. RESOLUTION - Grant Acceptance; Services-Training-Officers-Prosecutors (STOP) Violence Against Women Grant
 - D. DISCUSSION - Sole Source Purchase; Human Relations and Community Services Department requests Michigan Fair Contracting Center as the vendor for prevailing wage and payroll certification services
6. **Other**
7. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

DRAFT



MINUTES
Committee on Ways and Means
Monday, November 13, 2023 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Spadafore called the meeting to order at 4:33 p.m.

PRESENT

Council Member Peter Spadafore, Chair
Council Member Carol Wood, Vice Chair
Council Member Brian T. Jackson, Member-excused

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Chief Backus, LPD
Cheryl Rupprecht, LPD

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM OCTOBER 30, 2023, AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment at this time.

Discussion/Action:

RESOLUTION – Grant Acceptance; Automobile Theft Prevention Authority

Ms. Rupprecht explained to the Committee that this grant is to accept the funds for an officer enforcement of stolen vehicles. It is at 60% reimbursement for a dedicated officer and in previous years it was a 50% reimbursement. Ms. Rupprecht confirmed the amount and City match noted in the resolution.

Council Member Wood asked how many vehicles were recovered last year, and Ms. Rupprecht could not provide specifics between types of arrests, but did note overall there was 402 arrests, as for “other vehicles” 66 were recovered, commercial year to date from last years grant was 44, and 116 regarding the 2 point and 4 point arrests.

Ms. Linden stated she did not have any questions at this time.

DRAFT

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE; AUTOMOBILE THEFT PREVENTION AUTHORITY. MOTION CARRIED 2-0.

Council Member Wood asked if these funds were considered in the budget that was just passed, and Ms. Rupprecht confirmed.

RESOLUTION – Grant Acceptance; Office of Highway Safety Planning (OUI) Grant for Impaired driving, speed and seatbelt enforcement

Ms. Rupprecht explained this grant is for overtime, specific for the traffic enforcement. There are five (5) time periods that are focused on with regular efforts. Those periods are through November, March and August with specific dates listed in the grant application. This is a renewal, was anticipated with the budget and not a new fund request.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR OFFICE OF HIGHWAY SAFETY PLANNING (OUI) FOR IMPAIRED DRIVING, SPEED AND SEATBELT ENFORCEMENT. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Office of Highway Safety Planning Grant for Bicycle and Pedestrian Safety

Ms. Rupprecht stated this is also a renewal grant, with a 33% match, where last year it was 25%. The total \$34,803.39 allocation, with local match \$11,708, and allows an officer to make traffic stops while on bicycles. These funds are used to supplement overtime.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR OFFICE OF HIGHWAY SAFETY PLANNING GRANT FOR BICYCLE AND PEDESTRIAN SAFETY. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Byrne Memorial Justice Assistance Grant (JAG) for the LPD

Ms. Rupprecht informed the Committee this grant was a renewal, and is a supplement CARE used to provide services that help with advocacy. The \$150,000 does not request match, is broken to personnel and then supplemental funding. This is for one overnight advocate, and covers hotels for victims, cell phones, moving. The funds go through MSP and federal pass through grant.

Council Member Wood asked how many people were helped last year with the funds, and Ms. Rupprecht stated she did not have those numbers, but sometime that information is hard to get due to the confidentiality of the situations.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR THE LPD. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Multi Agency 2023 Byrne Memorial Justice Assistance (JAG) Grant

Chief Backus explained to the Committee that these funds are allocated annually as a co-op grant with Ingham County. The total \$158,406 is to be split with the City and County, with the City receiving \$141,702. With the funds the City will purchase fire arm lock boxes, use towards training, and continue the health and wellness which began in 2022. It was confirmed there is no match on this grant.

DRAFT

Council Member Wood asked if they audit the County to make sure the funds are being spent on what they can spend them on, and Chief Backus confirmed that they require a canceled check and receipts before they reimburse the County.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR MULTI AGENCY 2023 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Victims of Crime Act (VOCA)- Capital Area Response Effort (CARE) Grant

Ms. Rupprecht noted this is also a renewal grant not a new funding request. This grant supplements revenue to facilitate the administration role and two other advocates within the personnel breakdown. Goods and services pay for mileage reimbursement, and advocate and administrative cell phone. There is not City match on this.

Council Member Wood asked if it is fully staffed, and Ms. Rupprecht noted they are fully staffed in VOCA, but not with the JAG and they are looking for an overnight advocate.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR VICTIMS OF CRIME ACT (VOCA)- CAPITAL AREA RESPONSE EFFORT (CARE). MOTION CARRIED 2-0.

OTHER

No other topics at this time.

ADJOURN

Adjourned at 4:46 p.m.

Submitted by,

Sherrie Boak, Recording Secretary,

Lansing City Council

Approved by the Committee on



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/31/2023

GRANT NAME: Sewer Overflow and Stormwater Reuse Municipal Grant (OSG)

DEPARTMENT: Public Service Department - Engineering

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Nicole McPherson, nicole.mcpherson@lansingmi.gov, 517-483-4458

APPLICATION DATE

AWARD DATE:

GRANT CYCLE: _____ Check One: ____ Annual ☒ One-Time

FUND AMOUNT: \$758,470 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION \$758,470

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$259,750

GRANT PAYS FOR: Construction associated with the City's WWCP CSO Projects.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

In November of 2022, the EGLE Water Resources Division notified Public Service Department that the City of Lansing may be eligible for a Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) pending EGLE receiving these appropriated grant funds. Consistent with the goal of aiding the City in offsetting the costs of mandated CSO construction, EGLE's State Fiscal Year 2023 SRF Project Priority List indicated this \$498,720 OSG to the City that would, pending appropriation, be applied to the City's two sewer separation projects that were slated to commence construction in spring of 2023, the CSO 015South Project and CSO 034E Project.



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT

7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv



MEMORANDUM

TO: Andy Schor, Mayor

FROM: Alec Malvetis, Assistant City Engineer *Alec Malvetis*

DATE: September 21, 2023

SUBJECT: Sewer Overflow and Stormwater Reuse Municipal Grant Agreement
CSO 015South Project and CSO 034E Project

In November of 2022, the EGLE Water Resources Division notified Public Service Department that the City of Lansing may be eligible for a Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) pending EGLE receiving these appropriated grant funds. Consistent with the goal of aiding the City in offsetting the costs of mandated CSO construction, EGLE's State Fiscal Year 2023 SRF Project Priority List indicated this \$498,720 OSG to the City that would, pending appropriation, be applied to the City's two sewer separation projects that were slated to commence construction in spring of 2023, the CSO 015South Project and CSO 034E Project. However, with the uncertainty of receipt of the OSG and because the City was mandated by its consent order to commence construction of these projects in spring of 2023, the City established construction funding through the normal sources, including the SRF loan (and without the OSG).

Subsequently, after several months with no communication regarding the OSG, Public Service Department received on September 18 (three days ago) confirmation of the OSG through transmittal of the attached grant agreement for a grant in the previously indicated amount of \$498,720. Of note, the attached grant agreement indicates a required City match amount of \$259,750 when a required match was never previously discussed or indicated. Since, consistent with above comment that the City previously had to confirm funding for these construction projects, it was unclear how a match would be applied. Further, based on difficulty of securing an additional \$259,750 and based on the burdensome aspect of this match requirement, Public Service Department communicated with EGLE on this matter.

As per the attached email from Dan Beauchamp, Manager of the Water Infrastructure Funding & Financing Section of EGLE's Finance Division, "the City can use the SRF loan as a match for this grant and does not need a separate match with local dollars." As Mr. Beauchamp is the Section Manager within this agency's Finance Division, Public Service Department is confident that, consistent with his email, no additional matching funds are required or necessary.

It's also important to note that City Council has previously approved acceptance of this grant via City Council Resolution #2022-317, which states that "the City has been awarded one or more grants from the Michigan Department of Environment Great Lakes and Energy ("EGLE") pursuant to the American Rescue Plan legislation, and appropriated pursuant to Michigan Public Act 53 of 2022, pursuant to America's Water Infrastructure Act of 2018, which amended section 221 of the Clean Water Act to reauthorize **Sewer Overflow and Stormwater Reuse Municipal Grants** administered by EGLE's Water Resources Division, or pursuant to such other legislation or appropriations for the benefit of the 2023 SRF Improvements..." (emphasis added).

Based on the above, we are requesting that you, Mayor Schor, execute this grant agreement. If you have any questions, please contact us. Thank you.

Approved:

Nicole McPherson

Nicole McPherson, P.E.
City Engineer

9/21/2023

date

Approved:

Andrew K. Kilpatrick

Andrew K. Kilpatrick, P.E.
Director of Public Service

date

Malvetis, Alec

From: Beauchamp, Dan (EGLE) <BEAUCHAMPD@michigan.gov>
Sent: Wednesday, September 20, 2023 3:51 PM
To: Malvetis, Alec
Cc: Hill, Charles (EGLE); Worthington, David (EGLE)
Subject: [EXTERNAL] Lansing CWSRF 5005-25 Project and OSG Grant

Hi Alec,

Thank you for meeting with Charlie and I today to talk about the FY 23 CWSRF Project (5005-25) and the OSG Grant. As discussed, the OSG grant will need to be used for SRF eligible work for CSO control. Additionally, as you are aware, the OSG grant contains a match requirement. The City can use the SRF loan as the match for this grant and does not need a separate match with local dollars. Please let me know if you have any other questions.

Dan Beauchamp, PE

WIFFS Section Manager
Water Infrastructure Funding & Financing Section
Finance Division
Michigan Department of Environment,
Great Lakes, and Energy

517-388-3380 | beauchampd@michigan.gov

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MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY



**SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL
GRANTS PROGRAM GRANT AGREEMENT**

**BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF LANSING**

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Lansing (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Lansing Sewer Overflow and Stormwater Reuse

Project #: 23-OSG-001

Amount of Grant: \$498,720

% of Grant State 34 / % of Grant Federal 66

Amount of Match: \$259,750

PROJECT TOTAL: \$758,470 (grant plus match)

Start Date: 9/1/2022

End Date: 9/30/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Alec Malvetis, Assistant City Engineer

Organization: City of Lansing

Address: 124 W. Michigan Avenue

City, State and ZIP: Lansing, MI 48933

Phone Number: 517-483-4459

Email Address: Alec.Malvetis@LansingMI.gov

Federal ID Number (Required for Federal Funding): 5300-450078

Grantee UEI Number (Required for Federal Funding): VARBEGGYV751

SIGMA Vendor Number: CV0047782

STATE CONTACT INFORMATION:

Name/Title: Charles Hill, Wastewater Engineering Specialist

Division/Bureau/Office: Water Resources Division

Address: 1504 W. Washington Street

City, State and ZIP: Marquette, MI 49855

Phone Number: 906-236-3916

Email Address: HillC@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Alec Malvetis, Assistant City Engineer

Date

FOR THE STATE:

Teresa Seidel, Director, Water Resources Division

9/15/23

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, this Agreement shall be effective from the start date until the end date on page 1 of this Agreement. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to this Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State Contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the end date of this Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A of this Agreement.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under this Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement if the liability is caused by the Grantee or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee; member of the legislative, judicial, or executive branches of government; or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list on the federal System for Award Management (SAM) available at [SAM.gov](https://www.sam.gov) to verify that its agents and subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three (3)-year period preceding this Agreement 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, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); 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.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the SAM at [SAM.gov](https://sam.gov).

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or immediately refund to the State the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with

Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

(F) An amount equal to ten percent (10%) of the grant award or \$49,872 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A of this Agreement.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to this Agreement.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee or any of the Grantee's agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under state or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

PROGRAM-SPECIFIC REQUIREMENTS

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items

disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. GREEN PROJECT RESERVE

Not applicable to this project.

XXV. AMERICAN IRON AND STEEL

The recipient agrees that treatment works projects must comply with the American Iron and Steel requirement, which provides that the iron and steel products used in the project must be produced in the United States, unless a waiver is granted.

(A) Definitions as used in this Agreement term and condition.

- (1) “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers, municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (2) “Steel” means an alloy that includes at least 50 percent (50%) iron, between .02 and 2 percent carbon, and may include other elements.

(B) Domestic preference.

- (1) This Agreement term and condition implements the Water Resources Reform and Development Act of 2014 (WRRDA) by requiring that all iron and steel products used for a project for the construction, alteration, or repair of a treatment work are produced in the United States except as provided in paragraphs (B)(2) and (B)(3) of this section and condition.
- (2) This requirement does not apply with respect to a project if a state agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.
- (3) This requirement shall not apply in any case or category of cases in which the administrator of the United States Environmental Protection Agency (USEPA) finds that:
 - a. Applying the requirement would be inconsistent with the public interest.
 - b. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - c. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent (25%).

(C) Request for a waiver under paragraph (B)(3) of this section.

- (1) Any recipient request to use foreign iron or steel products in accordance with paragraph (B)(3) of this section shall include adequate information for federal government evaluation of

the request, including:

- a. A description of the foreign and domestic iron, steel, and/or manufactured goods.
 - b. Unit of measure.
 - c. Quantity.
 - d. Cost.
 - e. Time of delivery or availability.
 - f. Location of the project.
 - g. Name and address of the proposed supplier.
 - h. A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (B)(3) of this section.
- (2) If the USEPA administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
- (3) Unless the USEPA administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the WRRDA.

(D) This Agreement term and condition shall be applied in a manner consistent with United States obligations under international agreements.

FEDERALLY-FUNDED PROGRAM-SPECIFIC REQUIREMENTS

XXVI. FEDERAL FUNDING REQUIREMENTS

A maximum of \$498,720 or 66% of total disbursements is funded with federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is Sewer Overflow and Stormwater Reuse Municipal Grant Program, and the CFDA number is 66.447. The federal grant number is C997547423. This Agreement is either partially funded with federal funds from the USEPA or used to match a federally-funded grant. The Grantee agrees to fulfill conditions that the federal government has imposed on the State as a condition of federal funding as indicated herein and in all appendices. By accepting this Agreement, the Grantee shall comply with all applicable federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR, Part 200, Section 200.501. This audit must be performed and submitted to the Federal Audit Clearinghouse at [Federal Audit Clearinghouse](#) within nine (9) months from the end of the Grantee's fiscal year or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this Agreement on the Grantee's annual Schedule of Expenditures of Federal Awards. Please fill out the attached Certification of Federal Audit Requirements form and return it with this signed Agreement.

(B) The Grantee will comply with the Hatch Political Activity Act of 1939, as amended, 5 U.S.C., Sections 7321-7326; and the Intergovernmental Personnel Act of 1970, as amended, 42 U.S.C., Section 4728, Transfer of Functions, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official

authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Payment to Consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2023, the limit is \$703.40 per day and \$87.93 per hour. This rate does not include transportation and subsistence costs for travel performed; the recipient will pay these in accordance with their normal travel reimbursement practices.

Subrecipients with firms for services that are awarded using the procurement requirements in 2 CFR, Part 200, Subpart D, are not affected by this limitation unless the terms of this Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under this Agreement at an hourly or daily rate of compensation (see 2 CFR, Part 1500, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 1500.9).

(D) Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantaged Business Enterprise (DBE) Rule.

- (1) Pursuant to 40 CFR, Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs, Subpart E, MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services, and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category.

The subrecipient agrees to complete and submit an "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (USEPA Form 5700-52A) on an annual basis. All procurement actions are reportable.

When completing the annual report, subrecipients are instructed to check the box titled "annual" in Section 1B of the form. For the final report, subrecipients are instructed to check the box titled "last report" in Section 1B of the form. Annual reports are due by October 20 of each year. Final reports are due by October 20 or 60 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether or not the planned procurements take place during the reporting period. If no budgeted procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to:

EGLE-WRD-Sigma@Michigan.gov or EGLE WRD Administration
P.O. Box 30458
Lansing, MI 48909-7958

The current USEPA Form 5700-52A can be found on the USEPA's web page at [EPA Form 5700-52A "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements"](#).

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR, Part 33, remain in effect, including the Good Faith Effort requirements as described in 40 CFR, Part 33, Subpart C, and detailed below.

- (2) Pursuant to 40 CFR, Part 33, Subpart C, the recipient agrees to make the following six (6) good faith efforts whenever procuring construction, equipment, services, and supplies under a USEPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the good faith efforts shall be retained:
- a. Ensure DBEs are made fully aware of contracting opportunities practicable through outreach and recruitment activities. For tribal, state, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For tribal, state, and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - d. Encourage contracting with a consortium of DBEs when a contract is too large for one firm to handle individually.
 - e. Use the services and assistance of the SBA and the Minority Business Development Agency of the United States Department of Commerce.
 - f. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs a. through e. of this section.

(E) Civil Rights. The Grantee agrees to comply fully with applicable civil rights statutes.

(F) Subawards. The Grantee agrees to all of the following:

- (1) Establish all subaward agreements in writing.
- (2) Ensure that any subawards comply with the standards in 2 CFR, Part 200, Subpart D, and are not used to acquire commercial goods or services for the recipient.
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable.
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities.
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions that flow down in the subaward.

- (6) Obtain the State's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country.
- (7) Obtain approval from the State for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) Conflict of Interest Notification. Grantees will contact the State Contact within five (5) days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines, or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(H) Copyrighted Materials. In accordance with 2 CFR, Part 200, Section 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this Agreement for federal purposes. Examples of federal purpose include, but are not limited to:

- (1) Use by the USEPA and other federal employees for official government purposes.
- (2) Use by federal contractors performing specific tasks for the government.
- (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise.
- (4) Reproduction of documents for inclusion in federal depositories.
- (5) Use by tribal, state, and local governments that carry out delegated federal environmental programs as "coregulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction.
- (6) Limited use by other grantees to carry out federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under (6), above, the Grantee acknowledges that the USEPA may authorize other grantees to use the copyrighted works or other data developed under this Agreement as a result of the selection of another grantee by the USEPA to perform a project that will involve the use of the copyrighted works or other data, or termination or expiration of this Agreement. In addition, the USEPA may authorize another grantee to use copyrighted works or other data developed with funds provided under this Agreement to perform another agreement when such use promotes efficient and effective use of federal grant funds.

(I) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products that includes, but is not limited to, information kiosks and worldwide web sites must meet accommodation standards in Section 508 of the Rehabilitation Act of 1973, as amended (36 CFR, Part 1194, Electronic and Information Technology Accessibility Standards) unless such causes undue hardship to the entity involved.

(J) Light Refreshments and/or Meals. The Grantee agrees to obtain prior approval from the State Contact for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities and events. The Grantee must send requests for approval to the State Contact and include:

- (1) An estimated budget and description for the light refreshments and/or meals to be served at the event.
- (2) A description of the purpose, agenda, location, length, and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

USEPA funding for light refreshments, meals, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if the USEPA funds are not used to purchase the alcohol.

Note: United States General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins (41 CFR, Part 301, Conference Planning, Section 301-74.7).

(K) Drug-Free Workplace. The recipient organization of this Agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 CFR, Part 1536, Requirements for Drug-Free Workplace (Financial Assistance), Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

(L) Hotel-Motel Fire Safety. Pursuant to 15 U.S.C., Section 2225, Fire Prevention and Control Guidelines for Places of Public Accommodation, if applicable, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990, as amended. Recipients may search the [Hotel-Motel National Master List](#) to see if a property is in compliance.

(M) Recycled Paper. When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports that are prepared as a part of this Agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA or to standard forms that are printed on recycled paper and available through the General Services Administration.

(N) Recycled Products. Consistent with the goals of Section 6002, Federal Procurement, of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6962, Federal Procurement, state and local institutions of higher education, hospitals, and nonprofit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR, Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

Consistent with Section 6002 of the RCRA and 2 CFR, Part 200, Section 200.322, state agencies or agencies of a political subdivision of a state and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR, Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR, Part 247, Section 247.2(d),

the recipient may decide not to procure such items if they are not reasonably available in a reasonable period, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(O) Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement or subcontracts.

(P) Permits. The Grantee must obtain all necessary permits prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state, or local laws. The Grantee must keep documentation regarding necessary permits in their project files.

(Q) Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at FGDC.gov.

(R) Competency of Organizations Generating Environmental Measurement Data. In accordance with Agency Policy Directive Number FEM -2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data Under Agency-Funded Assistance Agreements, the Grantee agrees, by entering into this Agreement, that it has demonstrated competency prior to award, or alternatively where a preaward demonstration of competency is not practicable, the Grantee agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The Grantee shall maintain competency for the duration of the project period of this Agreement and this will be documented during the annual reporting process. A copy of the policy is available at <https://www USEPA.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf>.

(S) Executive Pay. Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the State Contact that they are exempt from reporting total compensation of executives required under the Federal Funding Accountability and Transparency Act of 2006, as amended (Transparency Act), as defined in 2 CFR, Part 170, Reporting Subaward and Executive Compensation Information, Section 170.320. This verification is due by the end of the month following the month the State made the grant award. In so doing, the Grantee is stating that:

- (1) They did not in the preceding tax year receive 80 percent (80%) or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act.
- (2) The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, or Section 6104 of the Internal Revenue Code of 1986, as amended.

(T) Management Fees. Consistent with the USEPA's prohibition on management fees, the Grantee will not include management fees in project budgets. Such fees or similar charges refer to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs not allowable under this Agreement.

(U) Patents and Inventions. Rights to inventions made under this Agreement are subject to federal patent and licensing regulations, which are codified at 37 CFR, Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements; and 35 U.S.C., Sections 200-212.

Pursuant to the Bayh-Dole Act of 1980 (Bayh-Dole Act), 35 U.S.C., Sections 200-212, the USEPA and the State retain the right to worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by this Agreement holder, as defined in the Bayh-Dole Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the Grantee must utilize the Interagency Edison extramural invention reporting system at [iEdison.gov](https://www.edison.gov).

Annual utilization reports must be submitted through the system. The Grantee is required to notify the State Contact when an invention report, patent report, or utilization report is filed at [iEdison.gov](https://www.edison.gov).

(V) Human Subjects. No research involving human subjects will be conducted under this Agreement without prior written approval of the USEPA to proceed with that research. If engaged in human subjects' research as part of this Agreement, the Grantee agrees to comply with all applicable provisions of 40 CFR, Part 26, Protection of Human Subjects. This includes, at Subpart A, Basic USEPA Policy for Protection of Subjects in Human Research Conducted or Supported. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by the USEPA.

The Grantee further agrees to comply with the USEPA's procedures for oversight of the recipient's compliance with 40 CFR, Part 26, as given in USEPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in USEPA Conducted or Supported Research). Per this order, no human subject may be involved in any research conducted under this Agreement, including recruitment, until the research has been approved or determined to be exempt by the USEPA's Human Subjects Research Review Official after review of the approval or exemption determination of the Institutional Review Boards with jurisdiction over the research under 40 CFR.

(W) Acknowledgement on Products, Signage, and Announcements via Public or Media Events. The Grantee is expected to include recognition of assistance received from the State in any printed, promotional, or informational materials produced about or by the project. Examples of these materials include brochures, presentations, descriptions of the project in newsletters, informational flyers, or press releases regarding the project. The following language is suggested for printed and written materials: This project was funded by the Michigan Department of Environment, Great Lakes, and Energy and the United States Environmental Protection Agency's Great Lakes Restoration Initiative.

(X) The Grantee, in consultation with the State Contact, must provide the state 30 days' advance notice of the date, time, and location for outreach activities, trainings, workshops, and field work.

(Y) Time and travel costs by the Grantee (or its representative) for field work or to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from the State. Specifically, at least 45 days in advance, the Grantee shall request approval for any travel plans not previously anticipated and not previously approved as part of this Agreement by providing the State Contact with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers, and an itemized travel breakdown of costs (per diem, mileage, lodging, parking/tolls, and airfare). The request should also include a justification describing why this travel is a necessary part of this Agreement. The Grantee

agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this Agreement as applicable.

The Grantee understands that any international travel requires written prior approval by the State and the USEPA since such travel requires clearance by the USEPA's Office of International and Tribal Affairs. The recipient must request approval for International travel not approved in the workplan by submitting a request to the State Contact at least 45 days in advance. The Grantee understands that if it incurs travel costs of any kind without prior approval from the State and USEPA, it does so at its own risk.

(Z) The Grantee agrees to comply with the current USEPA general terms and conditions available at [EPA General Terms and Conditions Effective October 1, 2021 or Later](#). These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The USEPA repository for the general terms and conditions by year can be found at [USEPA General Terms and Conditions by Year](#).

(AA) Cybersecurity Condition.

- (1) The Grantee agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable state law cybersecurity requirements.
- (2) The USEPA must ensure that any connections between the Grantee's network or information system and the USEPA's networks used by the Grantee to transfer data under this Agreement are secure.

For purposes of this section, a connection is defined as a dedicated persistent interface between an agency IT system and an external IT system for the purpose of transferring information. Transitory and user-controlled connections, such as web site browsing, are excluded from this definition.

If the Grantee's connections as defined above do not go through the Environmental Information Exchange Network or the USEPA's Central Data Exchange, the Grantee agrees to contact the USEPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet the USEPA's security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the USEPA's regulatory programs for the submission of reporting and compliance data.

- (3) The Grantee agrees that any subawards it makes under this Agreement will require the subrecipient to comply with the requirements in paragraph (2), above, if the subrecipient's network or information system is connected to the USEPA's network to transfer data to the USEPA using systems other than the Environmental Information Exchange Network or the USEPA's Central Data Exchange. The Grantee will be in compliance with this condition by including this requirement in subaward agreements; during subrecipient monitoring deemed necessary by the Grantee under 2 CFR, Part 200, Section 200.331(d); and by inquiring whether the subrecipient has contacted the USEPA Project Officer. Nothing in this condition requires the Grantee to contact the USEPA Project Officer on behalf of a subrecipient or be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the USEPA.

(AB) Health, Safety, and Environmental Compliance. All health, lab, and field activities conducted for this project must be in accordance and compliance with all applicable health, safety, and environmental laws, regulations, and guidelines.

(AC) Management Practice. The Grantee agrees to properly operate and maintain any best management practices or management practices implemented through this Agreement in accordance with design standards and specifications.

(AD) Disposition of Wastes. Disposal of all wastes will be in accordance with state and federal regulations and is the responsibility of the Grantee.

(AE) Recipients are hereby notified that none of the funds provided under this Agreement may be used for a project for infrastructure unless:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes from the initial melting stage through the application of coatings, will occur in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A PROJECT-SPECIFIC REQUIREMENTS

Project Description

- The proposed improvements will mitigate basement backups and eliminate or treat Combined Sewer Overflows (CSO) and sanitary sewer overflows for the design condition. The CSO Separation of Subareas 034D, 034E, and 015S will finish the separation of the 034 and 015 Regulators and will allow for these Regulators to be abandoned. The Central Interceptor (CI) and Sycamore-Lindbergh Interceptor (SLI) rehabilitation will restore the structural integrity of the interceptor and prevent a collapse due to its present condition. Without these projects and the Wet Weather Control Program (WWCP), the existing untreated CSO discharges and periodic basement backups will continue to occur, and the city of Lansing will be in noncompliance with the requirements of its current wastewater National Pollutant Discharge Elimination System permit and Administrative Consent Order. Ultimately, the water quality in the Grand and Red Cedar Rivers would continue to be degraded by discharges of untreated sewage if the program is not implemented.
- The following includes a summary of the project description, which is proposed to aid in addressing the issues identified above:
 - Continue to make improvements to the existing sewer system, pump stations, and wastewater treatment plant in order for them to run efficiently.
 - Provide temporary storage of peak flows.
 - Remove sources of wet weather flow through combined sewer separation and footing drain disconnection.
 - Continue installation of new sewers that will allow the sewer system to convey high wet weather flow during heavy rainfall to prevent basement backups.
 - Recognize the importance and effectiveness of stormwater projects and watershed management planning as part of the schedule and project priorities.

- The following includes the schedule for the project:

Task	Engineering Services	Timeframe
WWCP	Construction Start	April 2023
	Construction End	November 2024

- The following is a cost summary of the second 5-year phase:

Activity	Cost
CSO Subarea 034D Sewer Separation and Sanitary Sewer Rehabilitation	\$15.2 Million
CSO Subarea 034E Sewer Separation and Sanitary Sewer Rehabilitation	\$8.6 Million
CSO Subarea 0155 Sewer Separation and Sanitary Sewer Rehabilitation	\$23.1 Million
CI/SLI Rehabilitation Project	\$16.6 Million
Total	\$63.5 Million

The estimates above include construction costs as well as engineering and contingency estimates.

- The estimated project cost for the second 5-year segment is \$78.5 million. Of that, approximately \$15 million will be paid through the city of Lansing Board of Water and Light. The remaining cost of \$63.5 million will be paid for through the sewer rates. The estimated monthly cost to a typical residential user for the next State Revolving Fund loan is \$7.75. This fee will be collected as part of the city of Lansing's sewer use charge.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE), through its Administrative Consent Order #ACO-05153 (Consent Order) dated December 12, 2019, ordered the City to abate raw sewage overflows from its sewerage collection system; and

WHEREAS, EGLE and the City have agreed to implement the City's Wet Weather Control Plan, as amended (Wet Weather Control Plan), in compliance with the Consent Order; and

WHEREAS, the CSO 015 South and CSO 034E Projects are two of the CSO control "sewer separation" projects that must be completed in order to achieve compliance with the Consent Order's requirements; and

WHEREAS, based on the need to defray some of the construction costs of sewer separation, the City was eligible for the Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) from EGLE; and

WHEREAS, EGLE's State Fiscal Year 2023 SRF Project Priority List indicated \$498,720 OSG funding to the City, pending State appropriation; and

WHEREAS, the OSG Grant Agreement with EGLE established a 66% / 34% cost share with the amount of grant funds available for such work limited to \$498,720 and the City's cost match to be \$259,750; and

WHEREAS, in order to be prepared in 2024 for commencement of this mandated CSO construction, Public Service Department requested and received funding in conjunction with the Fiscal Year 2024 Budget to cover the City's cost share for this sewer separation project.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby accepts the Sewer Overflow and Stormwater Reuse Municipal Grant (OSG) from EGLE for the CSO 015 South and CSO 034E Projects.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds, and to execute any necessary agreements upon approval as to form by the City Attorney.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: STOP Violence Against Women 2024

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Cheryl Rupprecht (Cheryl.Rupprecht@lansingmi.gov) 484-4808

APPLICATION DATE:

AWARD DATE: October 1, 2023

GRANT CYCLE: 10/1/2023 – 9/30/2024

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$213,215.00 (Breakdown below should total this amount)

GOODS & SERVICES \$0.00

PERSONNEL \$159,911

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$53,303 (this represents 25% of the \$213,215 fund amount)

GRANT PAYS FOR: Salary and fringes of one LPD Detective and one crime analyst contract employee

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The focus of the program is the implementation of comprehensive strategies to stop violence against women that are sensitive to the needs and safety of victims and that hold offenders accountable. Allowable uses are salaries and fringe benefits. LPD plans to utilize the grant funds to fund two (2) positions – 1) a detective dedicated to investigating crimes related to domestic violence and stalking, and 2) a crime analyst contract employee to support the investigations conducted by the grant detective.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, In July, Lansing Police Department (LPD) submitted an application to the State of Michigan Department of Health and Human Services (MDHHS) for a Services-Training-Officers-Prosecutors (STOP) Violence Against Women grant; and

WHEREAS, LPD was informed on October 1, 2023, that it has been approved to receive grant funding reimbursement of salaries and fringes; and

WHEREAS, the total grant compensation is \$213,215 of which \$159,911 is grant reimbursement funding, while \$53,303 is local match amount; and

WHEREAS, the local match amount is 25% of the total grant amount; and

WHEREAS, LPD plans to utilize the grant funds to fund two (2) positions – 1) a detective dedicated to investigating crimes related to domestic violence and stalking, and 2) a contracted crime analyst to support the investigations conducted by the grant detective; and

WHEREAS, the grant period is October 1, 2023 through September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the \$159,911 grant from of Michigan Department of Health and Human Services; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded grant funds.



Andy Schor, Mayor

City of Lansing
Human Relations & Community Services Department
124 West Michigan Avenue • 4th Floor City Hall
Lansing, Michigan 48933
(517) 483-4477 • (517) 377-0078 (Fax)

MEMORANDUM

TO: Stephanie Robinson, Senior Buyer

FROM: Kimberly Coleman, HRCS

DATE: October 12, 2023

SUBJECT: Professional Services Sole Source Approval

The Human Relations and Community Services Department recently lost an employee who managed prevailing wage for City government construction contracts. The notice given was insufficient to provide proper training for the interim staff managing this important work. With the help and support of Public Services, we were able to reconnect with an organization previously used by HRCS to assist with prevailing wage and payroll certification. This communication is intended to serve as a Sole Source Procurement Request to contract with the Michigan Fair Contracting Center (MFCC).

MFCC is a non-profit organization that is reasonably priced. The work being requested is specialized and urgently needed. MFCC worked with us previously in the same capacity and did an excellent job, and the MFCC scope of work helps ensure the City's compliance with the reinstated prevailing wage law for the State of Michigan.

Public Services and I met with and received a proposal from MFCC (attached) for prevailing wage oversight and compliance monitoring services for the city government. This company will also provide training necessary for departmental oversight and compliance monitoring in the future.

The not-to-exceed cost proposal from MFCC is \$25,000. The account that will be used to fund this request is 1012500-743000.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: October 13, 2023

SUBJECT: Sole Source – Michigan Fair Contracting Center

The City of Lansing Human Relations and Community Services Department requests that Michigan Fair Contracting Center be designated as a Sole Source consultant for Prevailing Wage Oversight and Payroll Certification and provide training for Prevailing Wage .

Please see the attached letter from Kim Coleman regarding the request.

Based on the attached letter Purchasing recommends issuing a sole source purchase order to Michigan Fair Consulting Center in the amount not to exceed \$ 25,000 from account 1012500-743000 for the HRCS Department. Michigan Fair Contracting Center had provided same type of service in the past with successful results.

This consultant has not been identified as a Lansing based firm.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: October 18, 2023

SUBJECT: Sole Source Purchase – Michigan Fair Contracting

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: HRCS Department

Vendor: Michigan Fair Contracting

Item Purchased: Professional Services for Managing Prevailing Wage on Construction Contracts

Dollar Amount: \$ 25,000

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr

**CITY OF LANSING**

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: MICHIGAN FAIR CONTRACTING CENTER
500 HULET DR
BLOOMFIELD HILLS, MI 48302

PURCHASE ORDER

P.O. NUMBER	P089480
DATE	11/06/23
VENDOR I.D.	V005362
DELIVERY DATE	
FOB	
REQUISITION NO	PR018698
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (248) 253-1721 FAX# (248) 253-1721

Page 1 of 1

DELIVER ITEMS TO:

CITY OF LANSING HUMAN RELATION & COMMUNI
124 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

CITY OF LANSING HUMAN RELATION & CO
124 W MICHIGAN AVENUE 4th FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	PROFESSIONAL SERVICES FOR MANAGEING PREVAILING WAGES ON CONSTRUCTION CONTRACTS	25,000	LS	1.00	25,000.00
				TAX	0.00
				TOTAL	25,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Devin A. Kunkland

P.O. Box 1081
Birmingham, MI 48012-1081

Phone: 248-836-2770
Fax: 248-253-1721

MEMORANDUM OF AGREEMENT

The City of Lansing (City) has requested that the Michigan Fair Contracting Center (MFCC) perform prevailing wage oversight and compliance monitoring services on various projects throughout the City on an "as needed" basis. The scope of services referenced in this Memorandum of Agreement will be between MFCC and the City of Lansing. MFCC and the City agree as follows:

Scope of Services

- *MFCC is retained under contract by the City on an "as needed" basis when authorized in writing by the City to perform prevailing wage compliance monitoring services. Projects may include those that have Federal funds, where the Davis-Bacon Act is required, as well as those that are funded by the City and are covered under the City's local Prevailing Wage policy. The number and scope of each project is not known at this time, and the City will authorize MFCC in writing to engage MFCC's services for each given project.*
- *The scope of work will include onsite worker wage rate interviews, and certified payroll reviews to determine compliance with the prevailing wage requirements. A sampling of workers from each work classification for each contractor/subcontractor will be interviewed onsite.*
- *If non-compliance with a contractor is discovered by MFCC, the City will be immediately notified and a determination will be made as to the type of corrective action to be taken. Normally, upon approval of the owner, MFCC will coordinate directly with the contractor in resolving the matter between the affected workers and the contractor subject to non-compliance. MFCC will ensure that back wages have been paid to the workers and coordinate with the owner (City) on any withholdings that may be required to encourage swift payment of back wages. If discrepancies are discovered during MFCC's review of the certified payroll records, MFCC will notify the City before contacting the contractor for any clarification that may be required in approving certified payroll. MFCC will ensure that appropriate documentation for any back wage restitution is collected and submitted to the City for their records.*
- *Because part of the monitoring under this scope of work will include onsite wage interviews, MFCC will request cooperation from the onsite General Contractor, and all subcontractors on the project during the wage interviews. Contractors should be encouraged by the City to cooperate during the interview process. Full cooperation by a contractor will reduce MFCC's labor costs to the City. The wage interviews will be brief (less than 5 minutes per worker) and scheduled so that work will not be disrupted to the extent possible. The completed wage interview forms will be submitted to the City of Lansing for their records. The interview records will serve as documentation, and no formal written report is necessary under Federal guidelines.*
- *It is MFCC's understanding that the City will allow MFCC to attend and participate in each pre construction meeting for the various projects to coordinate with contractors*

on various items, such as scheduling, subcontractor lists, and to answer any questions that may arise. It is further understood that the City will notify MFCC when the meetings are scheduled.

- In order for MFCC to fulfill the requirements under this contract, MFCC will be provided certified payroll records, a detailed fringe benefit breakdown for each of the contractors performing work at the site, and USDOL apprentice certifications when applicable. Workers may be asked to provide paycheck stubs for review on a periodic basis if the need for this information presents itself to MFCC in determining compliance.
- All original certified payroll records will be retained by the City as required by the Federal funding source, or under the local City policies. MFCC will be provided certified payroll by an online sharing system allowing for MFCC to have access to the records for review and any other project related documents that would be necessary to conduct the compliance program.
- MFCC will be provided with a copy of the project manual/specifications, as well as the contract wage determination included in the bidding documents. Should a wage determination be updated as the result of an addendum, MFCC will be provided with a copy of the addendum.
- Any quarterly reports that may be required by a specific Federal funding agency will be completed by MFCC when applicable. However, the types of reports vary from agency to agency, and MFCC will need to be notified by the City if any reports are required for a specific project.
- MFCC will begin work upon a signed purchase order. Each project will be closed out when notified by the City. The contract herein is in effect for a period of two years, or upon a 30 day notice by either party to terminate the agreement. MFCC will submit invoices to the City on a periodic basis, normally scheduled on a quarterly basis depending on the volume of work each quarter, and may extend beyond that to several quarters should there be low volume work periods.
- MFCC hourly rate is \$150/hr. A "not to exceed" lump sum quote can be provided prior to initiating services, once a refined scope of work is determined for each project by the City.

Michigan Fair Contracting Center

Signature_____

Date_____

City of Lansing

Signature_____

Date_____