



## MICHIGAN GRANT IN AID PROGRAM ENGINEERING PROJECT AGREEMENT

This Agreement is between Entity Name in the county of County Name County, hereinafter referred to as the “GRANTEE,” and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the “DEPARTMENT.” The DEPARTMENT has authority to issue grants to local units of government for the engineering of public recreation facilities under Part 781 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 40 of the Michigan Constitution. The GRANTEE has been approved by the Director of the DEPARTMENT to receive a grant. In Public Act Public Act Number, the Legislature appropriated funds from the Waterways Account (Grant in Aid or GIA) to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: \_\_\_\_\_ Project #: \_\_\_\_\_  
Amount of grant: \_\_\_\_\_ % PROJECT TOTAL: \_\_\_\_\_  
Amount of match: \_\_\_\_\_ %  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by \_\_\_\_\_ or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

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.

### GRANTEE

SIGNED \_\_\_\_\_  
By [Print Name]: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
SIGMA Vendor Number

\_\_\_\_\_  
SIGMA Address ID

### MICHIGAN DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
Waterways Grant Coordinator

\_\_\_\_\_  
Administrative Services Section Chief

\_\_\_\_\_  
Date of Execution by DEPARTMENT

1. The Parties agree as follows:

- a. This Agreement shall be administered on behalf of the DEPARTMENT by the Administrative Services Section within the Parks and Recreation Division. All notices, reports, documents, requests, actions, or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the current procedure. Primary points of contact pertaining to this agreement shall be:

**GRANTEE CONTACT**

(Grantee enter information here)

Name/Title

(Grantee enter information here)

Organization

(Grantee enter information here)

Address

(Grantee enter information here)

Address

(Grantee enter information here)

Telephone Number

(Grantee enter information here)

E-mail Address

**DEPARTMENT CONTACT**

Name/Title

Grants & Infrastructure Finance/DNR Parks and Recreation

Organization

Address

Address

Telephone Number

E-mail Address

- b. This grant shall be used for engineering, studies, surveys, environmental assessments, and permit applications necessary for the development of recreational boating facilities. This excludes any commercial or other non-recreation uses.
- c. The encumbrances identified in the terms of this agreement shall apply to the "boating access site or harbor" as identified by the included legal description and map for the useful life of the project facility.
- d. The word "project area" shall mean the land and area highlighted on the boating access site or harbor map identifying the area of development.
- e. "Project facility" shall mean the following individual components, as further described in the application:
- 
- f. A legal description and map of the boating access site or harbor, a map highlighting the project area, and the development grant application bearing the number \_\_\_\_\_ are by this reference made part of this Agreement.
- g. The time period allowed for completion of the development in the project area is from \_\_\_\_\_ through \_\_\_\_\_, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
- h. This Agreement together with the referenced documents constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The DEPARTMENT will:

- a. Grant the GRANTEE a sum of money equal to \_\_\_\_\_ percent ( \_\_\_\_ %) of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- b. Grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- i. Payments will be made on a reimbursement basis at \_\_\_\_\_ percent ( \_\_\_\_ %) of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer/s and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final 10 % reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

3. The GRANTEE will:

- a. Immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **dollars (\$ )** in local match. This sum represents **percent ( %)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. Negotiate and enter into a contractual relationship with a registered professional engineer, architect, or landscape architect so licensed by the State of Michigan to provide for the completion of said preliminary engineering study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the DEPARTMENT.
- c. Certify to the best of its knowledge and belief that the GRANTEE and any principal, agent, contractor, and subcontractor of the GRANTEE:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.
  - ii. Have not 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 1185; 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 within a three-year period preceding this Agreement.
  - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.
  - iv. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.
  - v. Will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.
- d. Not authorize variances from engineering contract nor additional expenditures without obtaining prior written approval of the DEPARTMENT for each variance or additional expenditure. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.
  - i. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - ii. Complete design and engineering to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas; within the project area.
  - iii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement. The GRANTEE

must submit invoices for reimbursement within ninety (90) days of invoice date.

- e. Use all funds granted within the dates specified in this Agreement. The GRANTEE shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the DEPARTMENT for auditing at reasonable times. The GRANTEE shall retain all accounts, documents, and records for the facilities for the life of the facility plus ten (10) years following completion of construction.
  - f. It is expressly understood and agreed by and between the parties hereto that neither this Agreement, nor any section, paragraph, condition, clause, provision, or like portion hereof, shall in any way be construed so as to impose any obligation of any nature whatsoever, financial or otherwise, upon either the DEPARTMENT or the GRANTEE as regards the construction of facilities which shall be considered in said preliminary engineering study.
  - g. Not discriminate on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability in accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 as amended or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 as amended. Any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.
4. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Any costs and expenses incurred before or after the project period shall be the sole responsibility of the GRANTEE.
  5. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
    - a. Submit a progress report quarterly during the project period (due January 1, April 1, July 1, and October 1). Reports shall be submitted to the Waterways Grant Coordinator.
    - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.
    - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than (date 90 days after project period)**. If the GRANTEE fails to submit a complete final request for reimbursement by **(date 90 days after project period)**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
  6. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
    - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
    - b. Confirmed through appropriate legal review the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than the useful life of the project facilities upon construction.
  7. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the project that is the subject of this Agreement. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.
  8. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self -insurance complying with the requirements of Michigan law. The GRANTEE shall

provide evidence of such insurance to the DEPARTMENT at its request.

9. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to fund construction of the engineered area.
10. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
11. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
12. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Once a non-compliance issue(s) has been documented, the DEPARTMENT shall notify the GRANTEE. The GRANTEE shall respond to the non-compliance within forty-five (45) calendar days. The GRANTEE shall collaborate with the DEPARTMENT to develop an acceptable plan to remedy non-compliance issue(s).
13. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current waterway grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE on all DEPARTMENT administered grant programs until the breach is corrected; and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Require specific performance of the Agreement.
14. This Agreement may be canceled by the DEPARTMENT, 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 DEPARTMENT and GRANTEE. The DEPARTMENT 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 DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
15. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan DEPARTMENT of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
16. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
17. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
18. This Agreement supersedes all Grant in Aid Engineering Study agreements for this project area between the parties.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION

(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan DEPARTMENT of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said preliminary engineering study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the DEPARTMENT.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN                     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan DEPARTMENT of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date