SMART Board Meeting



<u>MEMORANDUM</u>

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Call to Order



MEMORANDUM

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Pledge of Allegiance



I pledge allegiance to the flag of the United States of America and to The Republic for which it stands: one nation under God, indivisible with liberty and justice for all.



Buhl Building • 535 Griswold St, Suite 600 • Detroit, MI 48226 • (313) 223-2100

ROLL CALL

Date: August 28, 2025

CHAIRPERSON, MR. JOHN PAUL REA

VICE-CHAIRPERSON, MR. ELI COOPER

MS. SHEILA COTE

DR. CURTIS IVERY

MR. ROYCE MANIKO

MS. DIANA MCBROOM

MR. ASSAD TURFE



SMART Board Meeting Agenda

August 28, 2025 2:00 PM Grosse Pointe War Memorial, 32 Lake Shore Drive, Grosse Pointe Farms, Michigan 48236

ITEM		ACTION	PRESENTED BY		
1.	Call to Order		John Paul Rea		
2.	Pledge of Allegiance		John Paul Rea		
3.	Roll Call		John Paul Rea		
4.	Adoption of Agenda	Approval	John Paul Rea		
5.	Certification of Public Notice	Information	Tiffany Martin		
6.	Minutes	Approval	John Paul Rea		
	A. Special Board Meeting Minutes for July 24, 2025				
	B. Board Meeting Minutes for July 24, 2025				
	C. Special Board Policy Committee Meeting Minutes for August 21, 2025 (This will be sent out separately)				
7.	Special Board Policy Committee Report	Discussion	Committee Chairperson		
	A. Authorization to Amend SMART Board of				
	Directors Policy 9 B. Authorization to Amend the By-Laws of the SMART Board of Directors				
8.	Public Participation	Discussion			
9.	Chairperson's Report	Information	John Paul Rea		
10.	General Manager's Report	Information	Tiffany Gunter		
11. Board Briefings					
	A. Adopt a Stop Briefing		Corey Rowe Public Policy & Planning Coordinator		
	B. Quarterly Ridership Report: Fixed Route, Flex, Paratransit		Jordan VonZynda <i>Manager of Planning</i>		
			Danny Whitehouse VP of Paratransit and On- Demand Services		

12. New Business

A.	Resolution: Approval of Disadvantaged Business Enterprise (DBE) Program Manual Amendment(s)	Approval	Bonnie McInerney Assistant General Counsel
B.	Resolution: Approval and Endorsement of the SMART Amended Equal Employment Opportunity (EEO) Policy	Approval	Bonnie McInerney Assistant General Counsel
C.	Resolution: Approval of the FY 2026 Unified Work Program (UWP) Budget and Local Match	Approval	Jordan VonZynda Manager of Planning
D.	Resolution: Authorization of Contract Amendment No. 1 to Increase Funding for Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance & Repair Services	Approval	Le Juan Burt VP of Maintenance
E.	Resolution: Authorization to Award a Contract for Antifreeze, Grease, Gear Oil and Windshield Solvent	Approval	Le Juan Burt VP of Maintenance
F.	Resolution: Authorization to Award a Contract for Oil and Transmission Fluids	Approval	Le Juan Burt VP of Maintenance
13. Clo	osed Session	Information	John Paul Rea
14. Bo	pard Member Business	Discussion	John Paul Rea
15. Ad	ljournment	Discussion	John Paul Rea



Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

PUBLIC NOTICE

SMART will hold its Board of Directors meeting on Thursday, August 28, 2025 at 2:00 P.M. at the Grosse Pointe War Memorial, at 32 Lake Shore Drive, Grosse Pointe Farms, MI 48236. A shuttle from Mack and Moross will run every 30 minutes beginning at 1:00 PM with a projected end time of 5:00 PM. The agenda can be found on SMART's website: http://www.smartbus.org/About/Our-Organization/Board-of-Directors/Board-Meeting-Schedule. Members of the public may attend in person or via zoom. The Meeting will be live streamed on YouTube and available at the following link: https://www.youtube.com/@MySMARTBus.

To attend virtually; on a smartphone, tablet, or computer; please enter this URL in a web browser:

- https://smartbus.zoom.us/j/86728758619
- Via phone only, please dial: +1 305 224 1968
- Webinar ID: 867 2875 8619 (no password required)
- One-tap mobile: +19292056099,,86728758619# US

Members of the public may also submit a written comment by emailing <u>SMARTBoard@smartbus.org</u> by 1:00 PM on the day of the meeting.

Requests for reasonable accommodations at SMART require advanced reservations. Individuals with disabilities requiring assistance should contact SMARTBoard@smartbus.org or 313-223-2110 as soon as possible. If you have difficulties joining the virtual session, contact SMARTBoard@smartbus.org and we will assist you to the best of our abilities. ASL interpreter services will be provided for the 2:00 PM. Board Meeting. Should an individual require any other interpretation services for that 2:00 PM. Meeting, please contact SMARTBoard@smartbus.org or 313-223-2110 at least 72 hours prior to the Meeting.

Public Comment will proceed as follows:

- All comments: 3-minute limit per member of the public.
- Public comments will be received in the following order:
 - 1. Members of the public who attend in person
 - 2. Members of the public present via Zoom
 - 3. Written comments via email.

Public comment shall be allowed for one participant at a time. Participants shall not speak until recognized by the Chairperson. Each participant, remote and in person, will be required to provide their name, county of residence, and the topic they would like to address. Online participants must also provide an email address, by sending the email address to SMARTBoard@smartbus.org. Online participants must also have camera access. Virtual participation will be facilitated through Zoom. (link provided) To register to speak via zoom, a comment participant must "raise hand." The meeting administrator will select individuals in the order received. Online participants will have 3 minutes to speak. Participants will be muted when the time expires. The Chairperson shall designate a timekeeper for purposes of enforcing the time limit.

Emailed public comment will not be read but printed, copied, and made available at the meeting.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

SPECIAL BOARD MEETING

PROPOSED MINUTES –July 24, 2025

The Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) met on Thursday, July 24, 2025, at 9:00 PM at the Buhl Building, located on 535 Griswold St. Suite 600 Detroit, MI 48226.

ATTENDANCE

SMART Board of Directors: Chairperson Mr. John Paul Rea

Mr. Eli Cooper Ms. Sheila Cote Dr. Curtis Ivery Ms. Diana McBroom Mr. Assad Turfe

Absent Board Members: Mr. Royce Maniko

General Manager: Mr. Dwight Ferrell

SMART Deputy GM & COO: Ms. Tiffany J. Gunter

SMART Board Administrator: Ms. Tiffany Martin-Patterson

SMART Staff Present: Ms. Laura Bieniek

Ms. De'Shalon Brownlee

Mr. Le Juan Burt Mr. Ryan Byrne Ms. Beth Gibbons Ms. Harmony Lloyd Mr. Bernard Parker Mr. Sean Riopelle

Mr. D'Andrae Whitley Mr. Danny Whitehouse Ms. Cassandra Whitfield

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Present: Chairperson Mr. John Paul Rea, Vice-Chairperson Mr. Eli Cooper, Ms. Sheila Cote, Dr. Curtis Ivery, Ms. Diana McBroom, Mr. Assad Turfe

Absent: Mr. Royce Maniko

A quorum was present.

4. Adoption of Agenda

MOTION: Moved by Dr. Curtis Ivery, seconded by Ms. Diana McBroom to amend the Agenda for the Thursday, July 24, 2025 Special Board Meeting, with the removal of Closed Session.

DISCUSSION

None

VOTE: THE MOTION CARRIED.

5. Certification of Public Notice

The Board Administrator read the Public Notice and Rules of Order into the record.

6. Chairperson's Report

DISCUSSION:

Chairperson John Paul Rea extended thanks to Mr. Ferrell for his service, as well as his colleagues on SMART's Board of Directors; they will continue conversing about their expectations for leadership moving forward. Aspirations in Wayne County, Millage renewal oncoming in Macomb County, and continued advocacy and coordination with community providers Oakland and Macomb County.

The following eighteen months require a lot of work, but Rea is committed to continued engagement with the public who attends meetings, participates virtually, as well as SMART's riders. Rea addressed SMART employees, stating that the Board intends to be a support system for them and they are a call away. Lastly, he thanked everyone for being a part of SMART's journey, not only as an observer, but also as an active participant.

7. General Manager's Report

DISCUSSION:

Tiffany Gunter chose to defer the General Manager's Report until Item 10C's discussion.

8. New Business

A. Resolution: Authorization to Award a Contract for the Replacement of the HVAC System for Lake Erie Transit Commission (LETC)

MOTION: Moved by Ms. Diana McBroom, seconded by Ms. Sheila Cote, that the That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract for Lake Erie Transit Commission to Fry HVAC for an amount not to exceed \$506,970.72 for a one-time purchase.:

DISCUSSION:

None

VOTE: THE MOTION CARRIED

B. Resolution: Authorization of Contract Amendment No. 1 to Increase Funds for the Butzel Long Outside Legal Services Contract and add Labor Negotiator Consultant Services

MOTION: Moved by Mr. Eil Cooper, seconded by Dr. Curtis Ivery, that the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to enter into Contract Amendment No. 1 with Butzel Long to modify the existing contract for outside legal services (Labor and Employment) to include Labor Negotiator Consultant services and to add funding in the amount of \$200,000, allocated as follows: \$100,000 for the remainder of the three (3) year base period, which expires on July 31, 2026, and \$50,000 for each of the two (2) optional renewal years, if exercised..

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

C. Resolution: Nominating Tiffany Gunter as the General Manager for the Suburban Mobility Authority for Regional Transportation and Authorize the Board Chairperson to Enter into an Appropriate Employment Agreement

MOTION: Moved by Dr. Curtis Ivery, seconded by Ms. Sheila Cote, that the Board of Directors of Suburban Mobility Authority for Regional Transportation hereby appoints Ms. Tiffany Gunter as the General Manager of the Suburban Mobility Authority for Regional Transportation and authorizes the Board Chairperson to enter into an appropriate employment agreement.

DISCUSSION:

Chairpson Rea noted the resolution is made to allow SMART to have stable leadership and will also allow the Gunter, the Board of Directors, independent and internal legal counsel

to discuss the terms and conditions of the employment contract. He believes that while there will be questions about where SMART will head next in its transitional period but believes Gunter's institutional knowledge makes her a qualified candidate for the position.

Ivery agreed, stating that while there were many important events oncoming, Gunter demonstrated great leadership abilities and as a result, he hopes that will be factored into oncoming discussion.

Turfe added that Gunter does have the skillset to lead SMART in the interim, but asked if the intent was to search for other candidates who may be interested in applying for the position. Rea replied that doing so would be the Board's discretion, and the intention of the motion is to provide stable leadership and to clarify to Gunter what the Board's expectations are for the position.

Gunter thanked the members of the Board for entrusting her with the opportunity to lead SMART, Mr. Dwight Ferrell for allowing her to lead alongside him and for helping prepare her for leadership, the staff of SMART for their commitment, as well as the operators and mechanics of SMART, who are the lifeblood of the authority.

VOTE: THE MOTION CARRIED.

Tiffany C. Martin-Patterson

9. Board Member Business

DISCUSSION:

None

10. Adjournment

There being no further business to come before the Board. The meeting was adjourned at 9:10 A.M. upon a motion made by Ms. Sheila Cote, seconded by Dr. Curtis Ivery and unanimously carried.

Respectfully submitted,

Tiffany Martin-Patterson

Board Administrator

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

BOARD OF DIRECTORS' MEETING

PROPOSED MINUTES -July 24, 2025

The Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) met on Thursday, July 24, 2025, at 10:00 PM at the Buhl Building, located on 535 Griswold St. Suite 600 Detroit, MI 48226.

ATTENDANCE

SMART Board of Directors: Chairperson Mr. John Paul Rea

Mr. Eli Cooper Ms. Sheila Cote Dr. Curtis Ivery Ms. Diana McBroom Mr. Assad Turfe

Absent Board Members: Mr. Royce Maniko

General Manager: Mr. Dwight Ferrell

SMART Deputy GM & COO: Ms. Tiffany J. Gunter

SMART Board Administrator: Ms. Tiffany Martin-Patterson

SMART Staff Present: Ms. Laura Bieniek

Ms. De'Shalon Brownlee

Mr. Le Juan Burt Mr. Ryan Byrne Ms. Beth Gibbons Ms. Harmony Lloyd Mr. Bernard Parker Mr. Sean Riopelle

Mr. D'Andrae Whitley Mr. Danny Whitehouse Ms. Cassandra Whitfield

Public Registered:

Mx. Lukas Laseki Mr. Nick Nolan

Mr. Robert Pawlowski

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call

Present: Chairperson Mr. John Paul Rea, Vice-Chairperson Mr. Eli Cooper, Ms. Sheila

Cote, Dr. Curtis Ivery, Ms. Diana McBroom, Mr. Assad Turfe

Absent: Mr. Royce Maniko

A quorum was present.

4. Adoption of Agenda

MOTION: Moved by Dr. Curtis Ivery, seconded by Ms. Diana McBroom to amend the Agenda for the Thursday, July 24, 2025 Board of Directors Meeting, including Item 10C: Appointing Tiffany Gunter as the General Manager for the Suburban Mobility Authority for Regional Transportation and Authorize the Board Chairperson to Enter into an Appropriate Employment Agreement.

DISCUSSION

None

VOTE: THE MOTION CARRIED.

5. Certification of Public Notice

The Board Administrator read the Public Notice and Rules of Order into the record.

6. Minutes

A. Board Meeting Minutes for SMART's June 26, 2025 Board of Directors Meeting

MOTION: Moved by Dr. Curtis Ivery, seconded by Ms. Diana McBroom, to approve the Board meeting minutes for the Board of Directors Meeting on Thursday, June 26, 2025.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

7. Public Participation

Chairperson Mr. John Paul Rea declared the meeting open for Public Participation.

The following participants voiced their concerns and made comments:

➤ Nick Nolan of Macomb County reiterated the desire for SMART to rescind its prohibition on battery-powered bicycles being placed on bike racks. Nolan believes fears those motors will explode or spontaneously combust are overblown, and many e-bikes satisfy the weight capacity of bike racks. Despite other transit authorities repealing these bans, SMART has not ended its prohibition. The opposite happened: an email sent to all operators for safety upon the ratification of the latest union contract reminded all drivers about this prohibition.

Nolan's e-bike is currently semi functional and decided to get it fixed Friday due to having some free time, though needed to do so at a shop in Ferndale. While Nolan could get there by riding Route 710 there were problems: Nolan was not allowed to use the bus with the bike in tow, nor was it possible to get a rental service and didn't want to burden friends and family. While Nolan had the ability to carry an air pump, they crossed Mound along Nine Mile, then crashed, suffering from body aches, a concussion and memory loss. Were Nolan able to rack the e-bike, the crash would not have taken place.

Additionally, Nolan thanked Mr. Ferrell for his service.

- ➤ Lukas Laseki of Oakland County thanked Dwight Ferrell for his service over the last few years. Laseki agreed with Ferrell on many things and disagreed with him on many as well. Still, Laseki extends his gratitude and well wishes for his future endeavors.
- ➤ Mr. Robert Pawlowski of Wayne County echoed the sentiments from other public commenters. Pawlowski thanked Mr. Ferrell for his service. Despite their disagreements, Pawlowski acknowledged the great things Ferrell has done for SMART: marketing, increase in drivers, and increasing quality of service.

Next, Pawlowski stated it was great to see Tiffany Gunter as the new General Manager and hoped she'd remain in the position for an extended period, as he appreciates her contributions to SMART. He recalled when Dwight was hired, criticizing the process. He asked the Board to carefully vet any prospective leadership to avoid disagreements. Still, he believes Gunter's appointment is well-deserved.

8. Chairperson's Report

DISCUSSION:

Chairperson John Paul Rea extended thanks to Mr. Ferrell for his service, as well as his colleagues on SMART's Board of Directors; they will continue conversing about their expectations for leadership moving forward. Aspirations in Wayne County, Millage renewal oncoming in Macomb County, and continued advocacy and coordination with community providers Oakland and Macomb County.

The following eighteen months require a lot of work, but Rea is committed to continued engagement with the public who attends meetings, participates virtually, as well as SMART's riders. Rea addressed SMART employees, stating that the Board intends to be a support system for them and they are a call away. Lastly, he thanked everyone for being a part of SMART's journey, not only as an observer, but also as an active participant.

9. General Manager's Report

DISCUSSION:

Tiffany Gunter chose to defer the General Manager's Report until Item 10C's discussion.

10. New Business

A. Resolution: Authorization to Award a Contract for the Replacement of the HVAC System for Lake Erie Transit Commission (LETC)

MOTION: Moved by Ms. Diana McBroom, seconded by Ms. Sheila Cote, that the That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract for Lake Erie Transit Commission to Fry HVAC for an amount not to exceed \$506,970.72 for a one-time purchase.:

DISCUSSION:

None

VOTE: THE MOTION CARRIED

B. Resolution: Authorization of Contract Amendment No. 1 to Increase Funds for the Butzel Long Outside Legal Services Contract and add Labor Negotiator Consultant Services

MOTION: Moved by Mr. Eil Cooper, seconded by Dr. Curtis Ivery, that the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to enter into Contract Amendment No. 1 with Butzel Long to modify the existing contract for outside legal services (Labor and Employment) to include Labor Negotiator Consultant services and to add funding in the amount of \$200,000, allocated as follows: \$100,000 for the remainder of the three (3) year base period, which expires on July 31, 2026, and \$50,000 for each of the two (2) optional renewal years, if exercised..

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

C. Resolution: Nominating Tiffany Gunter as the General Manager for the Suburban Mobility Authority for Regional Transportation and Authorize the Board Chairperson to Enter into an Appropriate Employment Agreement

MOTION: Moved by Dr. Curtis Ivery, seconded by Ms. Sheila Cote, that the Board of Directors of Suburban Mobility Authority for Regional Transportation hereby appoints Ms. Tiffany Gunter as the General Manager of the Suburban Mobility Authority for Regional Transportation and authorizes the Board Chairperson to enter into an appropriate employment agreement.

DISCUSSION:

Chairpson Rea noted the resolution is made to allow SMART to have stable leadership and will also allow the Gunter, the Board of Directors, independent and internal legal counsel to discuss the terms and conditions of the employment contract. He believes that while there will be questions about where SMART will head next in its transitional period but believes Gunter's institutional knowledge makes her a qualified candidate for the position.

Ivery agreed, stating that while there were many important events oncoming, Gunter demonstrated great leadership abilities and as a result, he hopes that will be factored into oncoming discussion.

Turfe added that Gunter does have the skillset to lead SMART in the interim, but asked if the intent was to search for other candidates who may be interested in applying for the position. Rea replied that doing so would be the Board's discretion, and the intention of the motion is to provide stable leadership and to clarify to Gunter what the Board's expectations are for the position.

Gunter thanked the members of the Board for entrusting her with the opportunity to lead SMART, Mr. Dwight Ferrell for allowing her to lead alongside him and for helping help prepare her for leadership, the staff of SMART for their commitment, as well as the operators and mechanics of SMART, who are the lifeblood of the authority.

VOTE: THE MOTION CARRIED.

11. Board Member Business

DISCUSSION:

None

12. Adjournment

There being no further business to come before the Board. The meeting was adjourned at 10:27 A.M. upon a motion made by Ms. Sheila Cote, seconded by Dr. Curtis Ivery and

unanimously carried.

Respectfully submitted,

Tiffany C. Martin-Patterson

Tiffany Martin-Patterson Board Administrator

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

SPECIAL BOARD POLICY COMMITTEE MEETING

PROPOSED MINUTES -August 21, 2025

The Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) met on Thursday, August 21, 2025, at 12:30 PM virtually via Zoom.

A	\mathbf{T}	$\Gamma E \Gamma$	ND	AN	CF

SMART Board Policy Committee: Chairperson Ms. Sheila Cote
Ms. Diana McBroom
Mr. Assad Turfe

SMART General Manager: Ms. Tiffany J Gunter

SMART Board Administrator: Ms. Tiffany Martin-Patterson

SMART Staff Present:

Ms. Laura Bieniek

Ms. Andrea Malinowski Ms. Bonnie Inerney Mr. D'Andrae Whitley

Public Registered:

- 1. Call to Order
- 2. Roll Call

Present: Committee Chairperson Ms. Sheila Cote, Ms. Diana McBroom, Mr. Assad Turfe

Other Board Members: SMART Board Chairperson Mr. John Paul Rea

A quorum was present.

3. Adoption of Agenda

MOTION: Moved by Ms. Diana McBroom, seconded by Mr. Assad Turfe, to approve the Agenda for the Thursday, April 17, 2025 Special Board Policy Committee Meeting.

DISCUSSION

None

VOTE: THE MOTION CARRIED.

4. Certification of Public Notice

The Board Administrator read the Public Notice and Rules of Order into the record..

5. Public Participation

Chairperson Ms. Sheila Cote declared the meeting open for Public Participation.

The following participants voiced their concerns and made comments:

6. Chairperson's Report

DISCUSSION:

None

7. Overview of Committee Business

DISCUSSION:

SMART's General Counsel, Laura Bieniek outlined the purpose of the August 21, 2025 Special Board Policy Committee Meeting. There are four items to be recommended to bring to the Board during the official Board meeting one week later. The first is adoption of Board Policy 9, centering around out of order individuals during the public comment period of subsequent meetings.

The second item discussed was extending the Board Chairperson and Vice Chairperson terms from one year to two years. After researching, SMART's General Counsel discovered that single-year term limits are the exception in Michigan rather than the norm.

The third item to be recommended was a precautionary measure that if the Board's Chairperson or Vice-Chairperson chooses to resign, the next individual from the same county would automatically fill that position. This action provides some cohesion and allows for the Board to still have leadership while searching for new candidates to occupy any newly-vacant positions.

The fourth item subject to recommendation was removal of the mandate stating the committee may only exist for one year, as there is no current language dictating the end of such a committee. By laws should be amended to extend committee duration to suit the needs of the authority.

Special Board Policy Committee Ms. Sheila Cote praised the prospective recommendations, as doing so will bring stability and prevent issues before they arise.

8. Committee Business

A. Recommendation to Amend SMART Board Policy No. 9 to Revise the Procedure for Deeming an Individual Out of Order.

MOTION: Moved by Ms. Diana McBroom, seconded by Mr. Assad Turfe, to recommend the amendment of SMART's Board Policy No.9, revising the procedure for deeming an individual out of order.

DISCUSSION:

None.

VOTE: THE MOTION CARRIED

B. Recommendation to Amend the SMART By-Laws to Change the Term of the Board Chairperson and Vice-Chairperson From One (1) Year to Two (2) Years.

MOTION: Moved by Mr. Assad Turfe, seconded by Ms. Diana McBroom, to recommend the amendment of SMART's By-Laws, changing the term of Board Chairperson and Vice-Chairperson from one (1) year to two (2) years.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

C. Recommendation to Amend the SMART By-Laws to Provide for the Automatic Succession of the Chairperson or Vice Chairperson Position to the Other Board Member From the Same County in the Event of Death, Disqualification, Resignation, Incapacity to Serve or Removal in Accordance With Law.

MOTION: Moved by Mr. Assad Turfe, seconded by Ms. Diana McBroom, to recommend automatic succession of the Chairperson or Vice Chairperson position to the other Board Member from the same county in the event of death, disqualification, resignation, incapacity to serve or removal in accordance with law.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

D. Recommendation to amend the SMART By-Laws to remove the mandate that a Special Committee may only exist for one year.

MOTION: Moved by Ms. Diana McBroom, seconded by Mr. Assad Turfe, to recommend the amendment of SMART's By-Laws and remove the mandate that a Special Committee may only exist for one year.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

9. Adjournment

There being no further business to come before the Board. The meeting was adjourned at 12:47 P.M. upon a motion made by Mr. Assad Turfe, seconded by Ms. Diana McBroom, and unanimously carried.

Respectfully submitted,

Tiffany Martin-Patterson Board Administrator

MEMORANDUM

TO: SMART Board of Directors

FROM: Special Board Policy Committee

DATE: August 28, 2025

SUBJECT: Special Board Policy Committee Report



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval

TO: SMART Board of Directors SUBMITTED BY: Special Board Policy Committee

FROM: Special Board Policy Committee APPROVED BY: General Manager

SUBJECT: Authorization to Amend SMART Board of Directors Policy 9

RECOMMENDATION

That the Suburban Mobility Authority for Regional Transportation (SMART) Board adopt the attached resolution authorizing an amendment to Board Policy 9 to establish rules and guidelines regarding "out of order" speakers during public participation.

DISCUSSION

Article II, Section 14 of the SMART Board of Directors' By-Laws provides that, "the Board shall from time to time issue policy memoranda, the purpose of which is to maintain continuity, coherence and consistency in the policies of the Board for the benefit of all Board members and for the guidance of the General Manager as Chief Executive Officer and staff."

On August 21, 2025, the Special Board Policy Committee met to discuss a revision to Board Policy 9 to establish rules and guidelines regarding "out of order" speakers during public participation. The following is a proposed revision that would accomplish this goal, should the Board decide to approve it. All other portions of Policy 9 would remain unchanged.

Date: August 28, 2025

Policy Number: 9

Subject: Public Participation

* * * * Procedure

- IV. Any speaker addressing the Board shall make responsible comments and shall refrain from making redundant, personal, impertinent, slanderous, or profane remarks. Any speaker who makes such remarks, at the discretion of the Chairperson, will be ruled "out of order."
- V. Any speaker who is "out of order" may be interrupted and gaveled "out of order" by the Chairperson with the end to maintain order and decorum of the meeting in the Chairperson's discretion.
- VI. Any speaker making a public comment who is ruled "out of order" by the Chairperson:
 - A. May be admonished by the Chairperson and instructed to refrain from the indecorum, disruptive, or other prohibited conduct;
 - B. Shall be allowed to continue his or her public comment within the time limit prescribed only if it conforms with the Chairperson's instruction;
 - C. Without limiting the discretion of the Chairperson, if an "out of order" participant repeatedly violates the ruling(s) by the Chairperson three (3) or more times, the Chairperson may instruct the participant that his or her public comment is concluded and instruct him/her to withdraw from addressing the public body, vacate the lectern, and return to the seat or other position in the



agenda item

audience at the meeting, or may exercise other lawful measures to restore decorum and maintain order;

- D. The Chairperson may recess the meeting until order and decorum are restored and shall allow the participant time to comply with the Chairperson's instruction(s);
- E. During any recess called to restore order, the Chairperson may summon law enforcement officers to monitor the public meeting, if not already provided;
- F. Any "out of order" speaker shall not be ordered to be removed or excluded from the meeting unless he/she is in "breach of the peace" or inciting a "breach of the peace" at that meeting;
- G. Whether or not a speaker's conduct constitutes a "breach of the peace" lies within the Chairperson's discretion; and is generally defined as seriously disruptive conduct involving abusive, disorderly, dangerous, aggressive, or provocative speech and behaviors tending to threaten or incite violence;
- H. A speaker who is found to be "out of order" shall be given a reasonable period of time to comply with the Chairperson's directives.

* * *

FUNDING & COSTS

The recommended change to Policy 9 is not expected to affect the SMART budget.

ATTACHMENTS

- Resolution
- Current Board Policy No. 9
- Proposed Amended Board Policy No. 9



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Amend SMART Board of Directors Policy No. 9

Whereas,	The Suburban Mobility Authority for Regional Transportation, pursuant to the provisions of Act 204, P.A. 1967 as amended, is empowered to acquire, plan, contract, operate, and maintain public transportation systems and facilities within its jurisdiction; and
Whereas,	Board Policy No. 9 was developed by the SMART Board of Directors in 1984, and was revised in 2012 and 2023; and
Whereas,	After careful consideration, and upon the recommendation of the Special Board Policy Committee, the SMART Board of Directors, by this Resolution, amends Board Policy 9 to establish rules and guidelines regarding "out of order" speakers during public participation, while all other provisions remain unchanged; now, therefore, be it
Whereas,	That the SMART Board of Directors hereby amends Board Policy 9 to establish rules and guidelines regarding "out of order" speakers during public participation as outlined in the attached proposed amended Board Policy No. 9.
	CERTIFICATE
Transportation	gned, duly qualified Board Administrator of the Suburban Mobility Authority for Regional on, certifies the foregoing is a true and correct copy of a resolution adopted at a legally eeting of the Board of the Suburban Mobility Authority for Regional Transportation held 8, 2025.
Date	Board Administrator



Date: February 23, 2023

Policy Number: 9

Subject

Public Participation

Purpose

To establish procedures for scheduled discussions during Public Participation portions of Board meetings (Article II, Section 4 of the Authority's By-Laws and Rules of Procedure), and pursuant to the Open Meetings Act, MCLA 15.263(1), (5). The purpose of Public Participation is to allow the SMART Board of Directors to hear all concerns, issues, and compliments from members of the public that are relevant to SMART. As such, there will be no responding to the public's questions or comments by the Board Members during Public Participation.

Scope

Applicable to all Regular and Special Meetings of the Board. This policy supersedes the Public Participation policy dated August 23, 2012.

Procedure

- I. According to Article II, Section 4 of the Authority's By-Laws and Rules of Procedure, Agenda Item 6 will serve as the Public Participation portion of Regular and Special meetings of the Board.
- II. Any individual or organization that wishes to address the Board during a Regular or Special meeting shall request such an opportunity through the Chairperson.
 - A. Speakers may submit a request for an opportunity to address the Board to the Board Secretary up to five days prior to the scheduled date of the Board meeting.
 - B. Speakers shall be entitled to a maximum speaking time of three minutes.
 - C. The aggregate time spent on the Public Participation portion of the meeting may not be limited in any way or for any reason beyond those set forth in this policy. Any individual wishing to address the Board will be given an opportunity to speak, subject to the provisions contained herein.
- III. The Board Secretary, at the direction of the Chairperson, shall be responsible to schedule speakers for the Public Participation portion of Board meetings, and prior to each meeting of the Board, shall provide the Chairperson with the list of requests scheduled for that meeting. The Chairperson may allow scheduled speakers to address the Board before other members of the public in attendance.

- A. The Chairperson may call to order any person who is engaging in disorderly conduct during the Public Participation portion of the Board meeting. Such disorderly conduct includes, but is not limited to, defamatory, profane, obscene, or disruptive remarks which threaten the safety or security of the Authority or others. The Chairperson shall direct the speaker to be seated until it has been determined whether the individual is in order.
- B. If the Chairperson determines that an individual is particularly disruptive to the meeting, or has failed to return to order, the Chairperson may request the individual to be removed from the meeting.
- IV. Public Participation shall be confined to subjects that are relevant to the Authority. The discretion to determine whether a topic is relevant is vested in the Chairperson.
 - A. For purposes of this Policy, relevant public commentary is defined as any subject matter that relates to Authority business and/or serves the Authority's informational needs. Any determination of relevance must be viewpoint neutral.
 - B. If the Chairperson determines that any member of the public is in violation of this policy, the Chairperson shall follow the procedure in Section III (A) and (B) pertaining to calling disorderly individuals to order.



Date: August 28, 2025

Policy Number: 9

Subject

Public Participation

Purpose

To establish procedures for scheduled discussions during Public Participation portions of Board meetings (Article II, Section 4 of the Authority's By-Laws and Rules of Procedure), and pursuant to the Open Meetings Act, MCLA 15.263(1), (5). The purpose of Public Participation is to allow the SMART Board of Directors to hear all concerns, issues, and compliments from members of the public that are relevant to SMART. As such, there will be no responding to the public's questions or comments by the Board Members during Public Participation.

Scope

Applicable to all Regular and Special Meetings of the Board. This policy supersedes the Public Participation policy dated February 23, 2023.

Procedure

- I. According to Article II, Section 4 of the Authority's By-Laws and Rules of Procedure, Agenda Item 6 will serve as the Public Participation portion of Regular and Special meetings of the Board.
- II. Any individual or organization that wishes to address the Board during a Regular or Special meeting shall request such an opportunity through the Chairperson.
 - A. Speakers may submit a request for an opportunity to address the Board to the Board Secretary up to five days prior to the scheduled date of the Board meeting.
 - B. Speakers shall be entitled to a maximum speaking time of three minutes.
 - C. The aggregate time spent on the Public Participation portion of the meeting may not be limited in any way or for any reason beyond those set forth in this policy. Any individual wishing to address the Board will be given an opportunity to speak, subject to the provisions contained herein.

- III. The Board Secretary, at the direction of the Chairperson, shall be responsible to schedule speakers for the Public Participation portion of Board meetings, and prior to each meeting of the Board, shall provide the Chairperson with the list of requests scheduled for that meeting. The Chairperson may allow scheduled speakers to address the Board before other members of the public in attendance.
- IV. Any speaker addressing the Board shall make responsible comments and shall refrain from making redundant, personal, impertinent, slanderous, or profane remarks. Any speaker who makes such remarks, at the discretion of the Chairperson, will be ruled "out of order."
- V. Any speaker who is "out of order" may be interrupted and gaveled "out of order" by the Chairperson with the end to maintain order and decorum of the meeting in the Chairperson's discretion.
- VI. Any speaker making a public comment who is ruled "out of order" by the Chairperson:
 - A. May be admonished by the Chairperson and instructed to refrain from the indecorum, disruptive, or other prohibited conduct;
 - B. Shall be allowed to continue his or her public comment within the time limit prescribed only if it conforms with the Chairperson's instruction;
 - C. Without limiting the discretion of the Chairperson, if an "out of order" participant repeatedly violates the ruling(s) by the Chairperson three (3) or more times, the Chairperson may instruct the participant that his or her public comment is concluded and instruct him/her to withdraw from addressing the public body, vacate the lectern, and return to the seat or other position in the audience at the meeting, or may exercise other lawful measures to restore decorum and maintain order;
 - D. The Chairperson may recess the meeting until order and decorum are restored and shall allow the participant time to comply with the Chairperson's instruction(s);
 - E. During any recess called to restore order, the Chairperson may summon law enforcement officers to monitor the public meeting, if not already provided;

- F. Any "out of order" speaker shall not be ordered to be removed or excluded from the meeting unless he/she is in "breach of the peace" or inciting a "breach of the peace" at that meeting;
- G. Whether or not a speaker's conduct constitutes a "breach of the peace" lies within the Chairperson's discretion; and is generally defined as seriously disruptive conduct involving abusive, disorderly, dangerous, aggressive, or provocative speech and behaviors tending to threaten or incite violence;
- H. A speaker who is found to be "out of order" shall be given a reasonable period of time to comply with the Chairperson's directives.
- VII. Public Participation shall be confined to subjects that are relevant to the Authority. The discretion to determine whether a topic is relevant is vested in the Chairperson.
 - A. For purposes of this Policy, relevant public commentary is defined as any subject matter that relates to Authority business and/or serves the Authority's informational needs. Any determination of relevance must be viewpoint neutral.
 - B. If the Chairperson determines that any member of the public is in violation of this policy, the Chairperson shall follow the procedure in Section VI pertaining to calling disorderly individuals to order.



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval

TO: SMART Board of Directors SUBMITTED BY: Special Board Policy Committee

FROM: Special Board Policy Committee APPROVED BY: General Manager

SUBJECT: Authorization to Amend the By-Laws of the SMART Board of Directors

RECOMMENDATION

That the Suburban Mobility Authority for Regional Transportation (SMART) Board adopt the attached resolution authorizing an amendment to the By- Laws of the SMART Board of Directors to: (1) amend the Chairperson and Vice-Chairperson terms to two (2) years instead of one (1) year; (2) state that any Chairperson or Vice-Chairperson vacancy will automatically be filled by the other Board Member from the same county for the remainder of the term; and (3) remove the one (1)-year expiration of special committees and allow special committees to remain in existence until the duty assigned to them is completed.

DISCUSSION

When revisions were made to the SMART enabling legislation, Public Act 204 of 1967, the SMART Board of Directors adopted with minor changes to the by-laws originally approved by the Board of the Southeastern Michigan Transportation Authority (SEMTA). Pursuant to SMART By-Laws, Article IX, amendments to the By-Laws may be made "by resolution adopted by the affirmative vote of at least (1) member of the Board from each of Macomb, Oakland and Wayne County and at least a majority of all members of the Board," upon ten (10) days written notice to all Board Members, which has been provided.

On August 21, 2025, the Special Board Policy Committee met to discuss multiple revisions to the By-Laws of the SMART Board of Directors. The revisions discussed included: (1) amending the Chairperson and Vice-Chairperson terms to two (2) years instead of one (1) year; (2) stating that any Chairperson or Vice-Chairperson vacancy will automatically be filled by the other Board Member from the same county for the remainder of the term; and (3) removing the one (1)-year expiration of special committees and allowing special committees to remain until the duty assigned to them is accomplished. The Special Board Policy Committee then voted to bring these recommendations to the SMART Board of Directors.

Following are the proposed revisions recommended by the Special Board Policy Committee, should the Board decide to approve them. All other portions of the By-Laws of the SMART Board of Directors would remain unchanged.

The proposed revisions would state:

ARTICLE III

OFFICE OF THE BOARD, GENERAL MANAGER

* * *

Section 3. <u>Term of Office</u>. The Chairperson and Vice-Chairperson shall be elected by the Board at the Annual Meeting of the Board in the month of October for a term of two (2) years to expire at the Annual Meeting of the second succeeding year. The Offices of Chairperson and Vice-Chairperson shall not be held by persons residing in the same county, and shall rotate from one county to another with each successive election.



agenda item

* * *

Section 4. <u>Vacancies</u>. A vacancy due to death, disqualification, resignation, incapacity to serve or removal in accordance with law shall automatically be filled by the other Board Member residing in the same county as the vacating Chairperson or Vice-Chairperson for the remainder of term. If the vacancy is unable to be filled in said manner, the vacancy shall be filled in the same manner as provided for in an election described in Article III, Section 3 from among its members at a Regular or Special Board Meeting. Such elections shall be for the unexpired term of said office.

* * *

ARTICLE V

COMMITTEES

* * *

Section 1. Committees.

* * *

(B) Special Committees. Special committees shall be established from time to time as deemed necessary. Such committees shall consist of members of the Board and any other person as appointed by the Chairperson. A special committee is appointed for a specific purpose, and until the duty assigned to it is accomplished it continues to exist, unless sooner discharged. The Chairperson of the Board shall be an ex-officio, non-voting member of any and all special committees.

* * *

FUNDING & COSTS

The recommended amendments to the SMART By-Laws are not expected to affect the SMART budget.

ATTACHMENTS

- Current SMART By-Laws
- Proposed Amended SMART By-Laws
- Resolution



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Amend the By-Laws of the SMART Board of Directors

Whereas,	The Suburban Mobility Authority for Regional Transportation, pursuant to the provisions of Act 204, P.A. 1967 as amended, is empowered to acquire, plan, contract, operate, and maintain public transportation systems and facilities within its jurisdiction; and
Whereas,	The By-Laws currently in place were developed by the Board of the Southeastern Michigan Transportation Authority (SEMTA) in the 1970s and have been reviewed and revised on occasion since; and
Whereas,	After careful consideration, and upon the recommendation of the Special Board Policy Committee, the SMART Board of Directors, by this Resolution, amends: (1) Article III, Section 3 of its By-Laws to amend the Chairperson and Vice-Chairperson terms to two (2) years instead of one (1) year; (2) Article III, Section 4 of its By-Laws to provide that any Chairperson or Vice-Chairperson vacancy shall automatically be filled by the other Board Member from the same county for the remainder of the term; and (3) Article V, Section 1 of its By-Laws to remove the one (1)-year expiration of special committees and allow special committees to remain until the duty assigned to them is accomplished, while all other provisions remain unchanged; now, therefore be it
Whereas,	That the SMART Board of Directors hereby amends: (1) Article III, Section 3 of its By-Laws to amend the Chairperson and Vice-Chairperson terms to two (2) years instead of one (1) year; (2) Article III, Section 4 of its By-Laws to provide that any Chairperson or Vice-Chairperson vacancy shall automatically be filled by the other Board Member from the same county for the remainder of the term; and (3) Article V, Section 1(B) of its By-Laws to remove the one (1)-year expiration of special committees and allow special committees to remain until the duty assigned to them is accomplished. All other provisions remain unchanged.
	CERTIFICATE
Transportation	gned, duly qualified Board Administrator of the Suburban Mobility Authority for Regional on, certifies the foregoing is a true and correct copy of a resolution adopted at a legally eeting of the Board of the Suburban Mobility Authority for Regional Transportation held 8, 2025.
Date	Board Administrator

BY-LAWS AND RULES OF PROCEDURE

OF

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION
Approved April 29, 2008; Amended February 23, 2023; Amended August 28, 2025

PREAMBLE

This public body corporate, having been created by the Metropolitan Transportation Act of 1967, P.A. 204, Public Acts of the State of Michigan, as Amended ("The Act") is named Suburban Mobility Authority for Regional Transportation and pursuant to Section 6 (a) of the Act, power is granted to the Board of Directors of the Authority (The Board) to make such rules and By-Laws for its government as it may deem appropriate, not inconsistent with the Act creating the Authority.

ARTICLE I

OFFICES

Section 1. Office. The principal office of the Authority shall be at such place in the area under the jurisdiction of the Authority as shall be designated by the Board from time to time.

ARTICLE II

BOARD OF DIRECTORS

- Section 1. <u>General Powers</u>. The property affairs and business of the Authority shall be managed by the Board to the extent of the powers and authority delegated to the Board by the Act. No person shall be entitled to exercise a proxy vote for any Board Member.
- Section 2. <u>Number Tenure and Qualifications</u>. The Authority shall be governed by a Board consisting of seven (7) Members. The appointment, qualification and terms of office of Board Members shall be as provided in Section 10(2) of Act 204, P.A. 1967 as amended.
- Section 3. Regular Meetings. Regular meetings of the Board shall be held a minimum of quarterly at such times and places as shall be designated from time to time by standing resolution of the Board. In all respects, each shall be identical in format. At such meetings the Board may transact such business as may be brought before the meeting. The annual Meeting will be held in the month of October.
- Section 4. Order of Business. Conduct of a Regular or Special Meeting shall require the following Order of Business: 7./
 - (1) Call to Order by Chairperson
 - (2) Roll call to determine quorum
 - (3) Adoption of agenda

- (4) Certification of public notice
- (5) Action on minutes of prior Regular and/or Special Board Meetings.
 - (A) Receipt of minutes and reports of standing and/or ad hoc committee meetings
 - (B) Proposed Business
- (6) Public participation as requested through the Chairperson
- (7) Chairperson's Report
- (8) General Manager's Report (Informational Items Only)
- (9) Board Briefings
- (10) Financial Report
- (11) Unfinished Business
- (12) New Business
- (13) Special Reports
- (14) Member Business
- (15) Adjournment
- Section 5. <u>Agenda Materials</u>. Preparation of the Agenda Materials for Annual,

 Regular and Special Board Meetings shall be the responsibility of the General Manager

 with consultation of the Chairperson.

Section 6. Special Meetings. A Special Meeting of the Board may be called at any time by the Chairperson at his/her discretion. A Special Meeting shall also be called by the Chairperson after having received a written request by four Members of the Board. Within 48 hours of receipt of written request by four Members of the Board the Chairperson shall schedule the Special Meeting within 10 calendar days from the date of receipt of the fourth written request. Notice of Special Meetings stating the purpose shall be given to each Member of the Board not less than 48 hours prior to the day named for the meeting either by mail, e-mail or orally, provided that, if said notice is given orally it shall be confirmed by sending a copy thereof through the mail or by e-mail, charges prepaid to the address supplied by the Members of the Board to the Authority for the purposes of notice. A written notice shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with e-mail receipt for transmission to each person.

Regular Public Notice of Regular or Special Meetings. The Board shall hold all Regular Public Meetings at specified times and places, of which notice shall be given.

Public Notice of the Schedule or Regular Meetings for the following fiscal year shall be posted within 10 days after the first regular meeting for each fiscal year and shall show the regular dates and times for meetings and the place at which meetings are held. Public Notice of each Special (or of each rescheduled Regular or Special Meeting) shall be posted at least 18 hours before the meeting giving the date time and place of each meeting. If there is a change in the schedule of Regular Meetings of the Board, a Public Notice stating the new dates, times and places shall be posted within three days, after the

hours shall be reconvened only after Public Notice has been posted at least 18 hours before the reconvened meeting. Public Notice shall be posted prominently at the Principal Office of the Authority or at the Public Building in which the meeting is to be held and on the Authority's web site. 1./ Upon written request of an individual, organization, firm or corporation the Board Secretary shall send to the requesting party, by first class mail an advance copy of the notice for a Regular or Special Meeting of the Board. 2./ The Board Secretary shall supply on request copies of the public Notice of any Regular or Special Meetings thereof to any radio or television station in the state.

Section 8. <u>Minutes of Regular and Special Meetings</u>. The Board Secretary shall keep minutes of each Regular and Special Meeting of the Board showing the date, time, place, members present, members absent and any decision made at the meeting. The minutes shall be public records open to public inspection and shall be available at the principal office of the Authority. Copies of the minutes shall be available to the public. Proposed minutes shall be available for public inspection not later than eight business days after the meeting to which the minutes refer. Approved minutes shall be available for public inspection not later than 5 business days after the meeting at which the minutes are approved by the Board. <u>3</u>./

Section 9. <u>Executive Sessions of the Board</u>. The Board may meet in closed sessions only for the following purposes. <u>4</u>./

- (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against an employee, when the employee requests a closed hearing.
- (b) To discuss strategy and conduct negotiations for collective bargaining agreements.
- (c) To consider the purchase or lease of real property up to the time that an option to purchase or lease is obtained.
- (d) To consult with attorneys for the Authority regarding trial or settlement strategy in connection with specific pending litigation.
- (e) To review the specific contents of an application for employment when the candidate requests that the application remain confidential; however, all interviews for employment shall be held in an open meeting.
- (f) To consider material exempt from discussion or disclosure by state or federal statutes.

Closed sessions of the Board may be held as required to discuss matters under Sections 9 (a) and (b). In order to convene all other closed sessions, Sections 9 (c) through (f), the concurrence by roll call vote of two thirds of the members appointed and serving shall be required. This vote shall be taken at a Regular or Special Meeting of the Board in advance of the proposed Executive Session.

For all closed sessions a separate set of minutes shall be maintained by the Board

Secretary.

Section 10. Quorum. At least one (1) member of the Board from each of Macomb,

Oakland and Wayne County and at least four (4) members of the Board in total shall be

necessary to constitute a quorum for a meeting. 5./

Section 11. <u>Voting</u>. All official action by the Board shall be taken in public session and shall be by resolution. The affirmative vote of at least one (1) member of the Board from each of Macomb, Oakland and Wayne County for at least a majority of all members of the Board shall be necessary for the adoption of any resolution. All votes of the Board shall be taken and recorded by the Secretary. A roll call vote shall be taken when called for by any member of the Board.

Section 12. <u>Vacancies</u>. Any vacancy occurring among the members of the Board by reason or death, resignation, disqualification, incapacity to serve, removal from office in accordance with law, or otherwise, shall be filled in the manner provided for by Section 10 (2) of Act 204, P.A. 1967, as amended. No vacancies on the Board impair the power of the Board to transact any and all business of the Authority and perform all its duties as provided for by the Act.

Section 13. <u>Compensation</u>. In accordance with Act 204, P.A. 1967, as amended, each member of the Board shall receive reimbursement for expenses incurred in the discharge of his/her duties as a Board Member.

Section 14. <u>Issue Policy Memoranda</u>. The Board shall from time to time issue policy memoranda, the purpose of which is to maintain continuity, coherence, and consistency in the policies of the Board for the benefit of all Board members and for the guidance of the General Manager as Chief Executive Officer and staff.

ARTICLE III

OFFICE OF THE BOARD, GENERAL MANAGER

Section 1. <u>General Manager</u>. The Board shall appoint and employ a General Manager in accordance with Act 204, P.A. 1967, as amended. The General Manager shall have the power to appoint such officers, employees and agents as necessary to carry out the purposes of the Authority under the general policy direction of the Board. <u>6.</u>/

The General Manager shall designate a Secretary to the Board who shall record all the minutes of the meetings of the Board in a book or books to be kept for that purpose; shall see that notices of all meetings of the Board are given in accordance with law and these By-Laws; shall record all votes of the Board and shall insure that all records and reports are properly kept and filed by the Authority as required by law; shall be the custodian of the Seal of the Authority; and shall see that it is affixed to all documents to be executed on behalf of the Authority under its Seal.

Such officers (employee directors or department heads), employees or agents of the Authority shall not be officers of the Board.

Members of the Board, or persons related to any Board member shall not be an employee, officer or agent of the Authority.

Section 2. <u>Officers of the Board</u>. The officers of the Board shall be elected by the Board from among its members and shall be a Chairperson and a Vice-Chairperson.

Section 3. Term of Office. The Chairperson and Vice-Chairperson shall be elected by the Board at the Annual Meeting of the Board in the month of October for a term of two (2) years to expire at the Annual Meeting of the second succeeding year. The offices of Chairperson and Vice-Chairperson shall not be held by persons residing in the same county, and shall rotate from one county to another with each successive election. 8./

The Chairperson and Vice-Chairperson shall hold office until his/her Successor shall have been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve or removal in accordance with law.

The Chairperson of the Board, subject to the approval of the Board by resolution, shall appoint a nominating committee consisting of three (3) members of the Board who are not currently officers of the Board. The nominating committee shall select at least one nominee for each Board Officer and shall provide its recommendation to the Board at least one month prior to the Annual Meeting of the Board. At the Annual Meeting, the

Chairperson shall entertain any further nominations from the floor prior to the election of officers.

Section 4. <u>Vacancies</u>. A vacancy due to death, disqualification, resignation, incapacity to serve or removal in accordance with law shall automatically be filled by the other Board Member residing in the same county as the vacating Chairperson or Vice-Chairperson for the remainder of term. If the vacancy is unable to be filled in said manner, the vacancy shall be filled in the same manner as provided for in an election described in Article III, Section 3 from among its members at a Regular or Special Board Meeting. <u>8</u>./ Such elections shall be for the unexpired term of said office.

Section 5. <u>Duties</u>.

1. Chairperson of the Board.

The Chairperson of the Board shall have the following powers and duties:

- (a) He/she shall preside, when present, at all meetings of the Board and shall consult with the General Manager on the agenda for Regular and Special Board Meetings.
- (b) Except as otherwise provided in the By-Laws, the Chairperson shall not have any executive or administrative functions other than as a member of said Board, the Chairperson shall meet and advise the General Manager of the selection and periodic evaluation of the Board Secretary.

- (c) The Chairperson shall have the full right to propose and discuss motions and shall vote on all resolutions and motions but the Chairperson shall vacate the chair when participating in discussions or when proposing motions.
- (d) The Chairperson together with the General Manager shall sign, execute, and acknowledge in the name of the Authority all mortgages, bonds and other instruments of indebtedness except that the Board, by resolution, may authorize the Chairperson, the General Manager and the Director of Finance to execute short-term promissory notes provided that two of the three authorized signatures appear on the short-term promissory note.
- (e) The Chairperson shall appoint members of committees in accordance with provisions of Article IV, Section 1, with the concurrence of the Board.
- (f) The Chairperson shall be a member ex-officio of all committees.
- (g) The Chairperson shall perform all such other duties as from time to time shall be assigned by the Board.

2. <u>Vice-Chairperson</u>.

In the absence or disability of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the Chairperson. Further, the Vice-Chairperson shall perform such other duties as from time to time may be assigned to them by the Board.

Section 6. <u>Conflicts of Interest.</u>

Individual SMART Board Members shall disclose any potential conflict of interest to the SMART Board of Directors. The SMART Board of Directors shall then vote to determine whether the potential conflict of interest should be mitigated by the Director abstaining from the underlying vote, unless the Director voluntarily elects to abstain. A potential conflict of interest includes, but is not limited to, situations where:

- (1) the Board Member is the applicant;
- (2) the Board Member is a relative of the applicant by blood or marriage;
- (3) the Board Member has a pecuniary interest with the applicant that would be affected by the application; and/or
- (4) the Board Member, a relative, or a business associate of the Board Member could receive financial gain or benefit from the acceptance of the application.

Modeled after Act 196 PA 1973, attached hereto.

ARTICLE IV

AUDIT COMMITTEE AND AUDITS

Section 1. Responsibilities.

(A) The permanent audit committee (hereinafter the Committee), established by

Article IV Section 1 shall be directly responsible for the preparation of
informative, accurate and independent audit reports. The Committee shall also be
responsible for the oversight of the work of the accounting firm employed
(including resolution of disagreements between management and the auditor

regarding financial reporting) for the purpose of preparing and issuing the annual audit report and/or related work, and each such public accounting firm shall report directly to the Committee. The Committee shall work with and direct SMART procurement staff in the selection, retention, and compensation of the audit firm.

- (B) Each member of the Committee shall be member of the Board of Directors and shall otherwise be independent.
 - (1) Independent, for purposes of this section shall mean the Committee member may not, other than in his or her capacity as a member of the Committee, the Board of Directors, or any other Board Committee:
 - (i) accept any consulting, advisory, or other compensatory fee from SMART; or (ii) be otherwise affiliated with either the Authority or the audit firm, provided however, that should such affiliation exist, the SMART Board of Directors may upon motion exempt from the requirements of this subparagraph (1) a particular relationship with respect to audit committee members as the Board determines
- (C) The Committee shall establish procedures for:

appropriate in light of the circumstances.

(1) the receipt, retention, and treatment of complaints received by the Board regarding accounting, internal accounting controls, or auditing matters; and (2) the confidential, anonymous submission by employees of SMART of concerns regarding questionable accounting or auditing matters.

- (D) The Committee shall have the authority with the advice and consent of the whole Board to engage independent counsel and other advisers, as it deems necessary to carry out its duties.
- (E) The SMART Board shall assure the Authority's annual budget has provided for the appropriate funding for payment of compensation to the audit firm and any advisers employed by the Committee.

Section 2. <u>Responsibility for Financial Reports.</u>

- (A) The Board of Directors shall require periodic reporting by the General Manager and Director of Finance (hereinafter "signing officers"), no less often than quarterly and periodic reporting by the audit firm no less often than annually. The General Manager and Director of Finance shall certify quarterly and the audit firm shall certify annually that;
- (1) the signing officers and audit firm have reviewed the report;
- (2) based on the signing officers and audit firm's knowledge, the report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading;
- (3) based on the signing officers and audit firm's knowledge, the financial statements and any other financial information included in the report, fairly present in all material respects the financial condition and results of operations of the Authority, and for the periods presented in the report. And, that such reports fully, fairly, accurately and in a

timely manner comply with applicable governmental rules and regulations, including but without limiting, Generally Accepted Accounting

Principles (GAAP);

- (4) the signing officers;
 - (i) are responsible for establishing and maintaining internal controls; (ii) have designed such internal controls to ensure that material information relating to the Authority is made known to such officers by others within the Authority, particularly during the period in which the periodic reports are being prepared;
 - (iii) have evaluated the effectiveness of the Authority's internal controls as of a date within 90 days prior to the report; and
 - (iv) have presented in the report their conclusions about the effectiveness of their internal controls based on their evaluation as of that date;
- (5) the signing officers have disclosed to the SMART Board, the audit committee and the audit firm the following;
 - (i) all significant deficiencies in the design or operation of internal controls which could adversely affect the Authority's ability to record, process, summarize, and report financial data and have identified for the Board, audit committee and/or audit firm any material weaknesses in internal controls; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Authority's internal controls; and;
- (6) the signing officers have indicated in the report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal

controls subsequent to the date of their evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Section 3. <u>Improper Influence on Conduct of Audits.</u>

(A) It shall be an offense, subject to discipline up to and including discharge or removal from the Board, as necessary and appropriate for any employee, member of the Board or anyone acting under the direction thereof, to take any action to fraudulently influence, coerce, manipulate, or mislead any employee, accounting or audit firm engaged in the performance of an audit or other financial statements of the Authority for the purpose of rendering such financial information and statements materially misleading.

Section 4. Rules of Professional Responsibility for Staff, Directors and Officers.

- (A) The Board of Directors shall direct the General Manager to promulgate a policy and procedure which shall be effective upon Board approval, by which all SMART employees are required to report material violations of this ARTICLE. The audit committee shall annually review said policy and shall make recommendations, if changes are proposed, to the Board of Directors for review and approval.
- (B) The above referenced policy shall, at a minimum, require SMART staff to report evidence of a material violation or breach of fiduciary duty or similar violation by SMART staff, the audit firm, their agents or others, to the General Counsel and/or

General Manager. Said policy shall also require that the General Counsel and/or General Manager respond to the evidence (adopting as necessary, appropriate remedial measures or sanctions with respect to the violation), and requiring the General Counsel and/or General Manager to report the evidence to the audit committee and/or the Board of Directors.

ARTICLE V

COMMITTEES

Committees provided for and named herein shall have roles advisory in nature and will in no instance be decision making bodies.

Section 1. Committees.

(A) Permanent Committees. The following permanent committee of the Board is hereby established:

1. Audit

Each committee shall be composed of at least three members of the Board. Each committee member and the Chairperson thereof shall be appointed for a term of one calendar year by the Chairperson of the Board.

Each committee established hereunder shall exist until these By-Laws are amended, changed, or altered. The Chairpersons shall report activities to the full Board according to the order of business specified above. The Chairperson of the Board shall be an exofficio member of all permanent committees.

- (B) Special Committees. Special committees shall be established from time to time as deemed necessary. Such committees shall consist of members of the Board and any other person as appointed by the Chairperson. A special committee is appointed for a specific purpose, and until the duty assigned to it is accomplished it continues to exist, unless sooner discharged. 8./ The Chairperson of the Board shall be an ex-officio, non-voting member of any and all special committees.
- (C) <u>Duties</u>. The instruction, procedures and scope of the Committee's responsibility shall be determined by the Board.
- (D) <u>Notice</u>. Notice of committee meetings shall be made in the same manner as prescribed in Article II, Section 7, of these By-Laws. Except with respect to provisions pertaining to Executive Sessions, Article II, Section 9, Committee meeting shall be open to the public.

ARTICLE VI

INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Section 1. <u>General</u>. Under the circumstances prescribed in Sections 3 and 4 of this Article V, the Authority shall indemnify and hold harmless, to the extent such person is not insured by a policy or policies of insurance, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed demand, claim, action, suit or other proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Authority) by reason of the fact that he/she

is or was a Board Member or Officer, (which, for purposes of the Article IV, and wherever mentioned herein, shall include the General Manager, Board Secretary, Department Heads, Legal Counsel) against expenses (including attorney's fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in a manner he/she reasonably believed to be in or not opposed to the best interests of the Authority, and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was not unlawful.

Section 2. Action by the Authority. Under the circumstances prescribed in Sections 3 and 4 of this Article V, the Authority shall indemnify and hold harmless, to the extent such person is not insured by a policy or policies of insurance, any person who was or is a party or is threatened to be made a party to any threatened pending or completed investigation, claim, action or suit by or in the right of the Authority to procure a judgment in its favor by reason of the fact he/she is or was a Board member or Officer of the authority, against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Authority, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for intentional malfeasance, misappropriation or fraud, in the performance of his/her duty to the Authority, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the

circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. <u>Successful Defense</u>. To the extent that a Board member or officer of the Authority has been successful on the merits or otherwise in defense of a matter referred to in Sections 1 and 2 of this Article V, or in defense of any claim, issue or matter therein, he/she shall be indemnified and held harmless to the extent such person is not insured by a policy or policies of insurance against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 4. Award by Board. Except as provided in Section 3 of this Article V, and except as may be ordered by a court, any indemnification of an adverse final judgment under Sections 1 and 2 of this Article V shall be made by the Authority unless deemed unauthorized in the specific case upon a determination by the Board that indemnification of the Board Member or Officer is improper in the circumstances because he/she has failed to meet the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made: (1) by the Board by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or, even if obtainable, by the firm of independent legal counsel then employed by the Authority in a written opinion.

Section 5. <u>Payment</u>. Defense costs and other expenses incurred in defending a matter described herein shall be paid by the Authority as incurred upon the undertaking by or on

behalf of the Board Member or Officer unless it shall ultimately be determined that he/she is not entitled to be indemnified by the Authority as authorized in this Article V.

Section 6. Not Exclusive. The indemnification provided by this Article V shall not be deemed exclusive of any other right to which the person indemnified hereunder shall be entitled and shall inure to the benefit of the heirs, executors and administrators of such persons.

Section 7. <u>Insurance</u>. The Authority may purchase and maintain insurance on behalf of any person during his/her term of office who is a Board Member or Officer of the Authority, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Authority would have the power to indemnify him/her against such liability under the provisions of this Article V.

ARTICLE VII

SEAL

Section 1. <u>Seal.</u> The Authority shall have a seal which shall have inscribed thereon the following: Suburban Mobility Authority for Regional Transportation.

ARTICLE VIII

FISCAL YEAR

Section 1. <u>Fiscal Year</u>. The fiscal year of the Authority shall be a fiscal year beginning on the first day of July of each year and ending on the 30th day of June the next ensuing year.

ARTICLE IX

AMENDMENTS TO BY-LAWS

By-Laws. These By-Laws may be altered, amended or repealed and new By-Laws adopted, by resolution adopted by the affirmative vote of at least (1) member of the Board from each of Macomb, Oakland and Wayne County and at least a majority of all members of the Board, at (A) the Annual Meeting or (B) at any Regular or Special Meeting of the Board provided that at least ten (10) days written notice, incorporating the exact language of the proposed change, has been given to all members of the Board.

ARTICLE X

PARLIAMENTARY RULES

Section 1. <u>Parliamentary Rules</u>. Except where inconsistent with the Act or these By-Laws, Robert's Rules of Order, as from time to time revised, shall govern the proceedings of the Board and its Committees.

FOOTNOTES

- 1. Sections 5 (2), (3), (4), (5), Act 267, P.S. 1976
- 2. Section 6 (1), Act 267, P.A. 1976
- 3. Section 5, Act 267, P.A. 1976
- 4. Sections 9 (1), (2), (3), Act 267 P.A. 1976
- 5. Section 10 (2) (B), Act 204, P.A. 1967, as amended
- 6. Sections 11, 12, 13, Act 204, P.A. 1967, as amended
- 7. As amended, February 23, 2023.
- 8. As amended, August 28, 2025.

BY-LAWS AND RULES OF PROCEDURE

OF

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

Approved April 29, 2008; Amended February 23, 2023

PREAMBLE

This public body corporate, having been created by the Metropolitan Transportation Act of 1967, P.A. 204, Public Acts of the State of Michigan, as Amended ("The Act") is named Suburban Mobility Authority for Regional Transportation and pursuant to Section 6 (a) of the Act, power is granted to the Board of Directors of the Authority (The Board) to make such rules and By-Laws for its government as it may deem appropriate, not inconsistent with the Act creating the Authority.

<u>ARTICLE I</u>

OFFICES

Section 1. Office. The principal office of the Authority shall be at such place in the area under the jurisdiction of the Authority as shall be designated by the Board from time to time.

ARTICLE II

BOARD OF DIRECTORS

- Section 1. <u>General Powers</u>. The property affairs and business of the Authority shall be managed by the Board to the extent of the powers and authority delegated to the Board by the Act. No person shall be entitled to exercise a proxy vote for any Board Member.
- Section 2. <u>Number Tenure and Qualifications</u>. The Authority shall be governed by a Board consisting of seven (7) Members. The appointment, qualification and terms of office of Board Members shall be as provided in Section 10(2) of Act 204, P.A. 1967 as amended.
- Section 3. Regular Meetings. Regular meetings of the Board shall be held a minimum of quarterly at such times and places as shall be designated from time to time by standing resolution of the Board. In all respects, each shall be identical in format. At such meetings the Board may transact such business as may be brought before the meeting. The annual Meeting will be held in the month of October.
- Section 4. Order of Business. Conduct of a Regular or Special Meeting shall require the following Order of Business: 7./
 - (1) Call to Order by Chairperson
 - (2) Roll call to determine quorum
 - (3) Adoption of agenda
 - (4) Certification of public notice

- (5) Action on minutes of prior Regular and/or Special Board Meetings.
 - (A) Receipt of minutes and reports of standing and/or ad hoc committee meetings
 - (B) Proposed Business
- (6) Public participation as requested through the Chairperson
- (7) Chairperson's Report
- (8) General Manager's Report (Informational Items Only)
- (9) Board Briefings
- (10) Financial Report
- (11) Unfinished Business
- (12) New Business
- (13) Special Reports
- (14) Member Business
- (15) Adjournment
- Section 5. <u>Agenda Materials</u>. Preparation of the Agenda Materials for Annual,
 Regular and Special Board Meetings shall be the responsibility of the General Manager
 with consultation of the Chairperson.
- Section 6. Special Meetings. A Special Meeting of the Board may be called at any time by the Chairperson at his/her discretion. A Special Meeting shall also be called by the Chairperson after having received a written request by four Members of the Board. Within 48 hours of receipt of written request by four Members of the Board the

Chairperson shall schedule the Special Meeting within 10 calendar days from the date of receipt of the fourth written request. Notice of Special Meetings stating the purpose shall be given to each Member of the Board not less than 48 hours prior to the day named for the meeting either by mail, e-mail or orally, provided that, if said notice is given orally it shall be confirmed by sending a copy thereof through the mail or by e-mail, charges prepaid to the address supplied by the Members of the Board to the Authority for the purposes of notice. A written notice shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with e-mail receipt for transmission to each person.

Regular Public Notice of Regular or Special Meetings. The Board shall hold all Regular Public Meetings at specified times and places, of which notice shall be given. Public Notice of the Schedule or Regular Meetings for the following fiscal year shall be posted within 10 days after the first regular meeting for each fiscal year and shall show the regular dates and times for meetings and the place at which meetings are held. Public Notice of each Special (or of each rescheduled Regular or Special Meeting) shall be posted at least 18 hours before the meeting giving the date time and place of each meeting. If there is a change in the schedule of Regular Meetings of the Board, a Public Notice stating the new dates, times and places shall be posted within three days, after the meeting at which the change is made. Any meeting which is recessed for more than 36 hours shall be reconvened only after Public Notice has been posted at least 18 hours before the reconvened meeting. Public Notice shall be posted prominently at the Principal Office of the Authority or at the Public Building in which the meeting is to be

held and on the Authority's web site. 1./ Upon written request of an individual, organization, firm or corporation the Board Secretary shall send to the requesting party, by first class mail an advance copy of the notice for a Regular or Special Meeting of the Board. 2./ The Board Secretary shall supply on request copies of the public Notice of any Regular or Special Meetings thereof to any radio or television station in the state.

Minutes of Regular and Special Meetings. The Board Secretary shall keep minutes of each Regular and Special Meeting of the Board showing the date, time, place, members present, members absent and any decision made at the meeting. The minutes shall be public records open to public inspection and shall be available at the principal office of the Authority. Copies of the minutes shall be available to the public. Proposed minutes shall be available for public inspection not later than eight business days after the meeting to which the minutes refer. Approved minutes shall be available for public inspection not later than 5 business days after the meeting at which the minutes are approved by the Board. 3./

- Section 9. <u>Executive Sessions of the Board</u>. The Board may meet in closed sessions only for the following purposes. <u>4</u>./
 - (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against an employee, when the employee requests a closed hearing.

- (b) To discuss strategy and conduct negotiations for collective bargaining agreements.
- (c) To consider the purchase or lease of real property up to the time that an option to purchase or lease is obtained.
- (d) To consult with attorneys for the Authority regarding trial or settlement strategy in connection with specific pending litigation.
- (e) To review the specific contents of an application for employment when the candidate requests that the application remain confidential; however, all interviews for employment shall be held in an open meeting.
- (f) To consider material exempt from discussion or disclosure by state or federal statutes.

Closed sessions of the Board may be held as required to discuss matters under Sections 9 (a) and (b). In order to convene all other closed sessions, Sections 9 (c) through (f), the concurrence by roll call vote of two thirds of the members appointed and serving shall be required. This vote shall be taken at a Regular or Special Meeting of the Board in advance of the proposed Executive Session.

For all closed sessions a separate set of minutes shall be maintained by the Board Secretary.

Section 10. Quorum. At least one (1) member of the Board from each of Macomb,

Oakland and Wayne County and at least four (4) members of the Board in total shall be

necessary to constitute a quorum for a meeting. 5./

Section 11. <u>Voting</u>. All official action by the Board shall be taken in public session and shall be by resolution. The affirmative vote of at least one (1) member of the Board from each of Macomb, Oakland and Wayne County for at least a majority of all members of the Board shall be necessary for the adoption of any resolution. All votes of the Board shall be taken and recorded by the Secretary. A roll call vote shall be taken when called for by any member of the Board.

Section 12. <u>Vacancies</u>. Any vacancy occurring among the members of the Board by reason or death, resignation, disqualification, incapacity to serve, removal from office in accordance with law, or otherwise, shall be filled in the manner provided for by Section 10 (2) of Act 204, P.A. 1967, as amended. No vacancies on the Board impair the power of the Board to transact any and all business of the Authority and perform all its duties as provided for by the Act.

Section 13. <u>Compensation</u>. In accordance with Act 204, P.A. 1967, as amended, each member of the Board shall receive reimbursement for expenses incurred in the discharge of his/her duties as a Board Member.

Section 14. <u>Issue Policy Memoranda</u>. The Board shall from time to time issue policy memoranda, the purpose of which is to maintain continuity, coherence, and consistency in the policies of the Board for the benefit of all Board members and for the guidance of the General Manager as Chief Executive Officer and staff.

ARTICLE III

OFFICE OF THE BOARD, GENERAL MANAGER

Section 1. <u>General Manager</u>. The Board shall appoint and employ a General Manager in accordance with Act 204, P.A. 1967, as amended. The General Manager shall have the power to appoint such officers, employees and agents as necessary to carry out the purposes of the Authority under the general policy direction of the Board. <u>6.</u>/

The General Manager shall designate a Secretary to the Board who shall record all the minutes of the meetings of the Board in a book or books to be kept for that purpose; shall see that notices of all meetings of the Board are given in accordance with law and these By-Laws; shall record all votes of the Board and shall insure that all records and reports are properly kept and filed by the Authority as required by law; shall be the custodian of the Seal of the Authority; and shall see that it is affixed to all documents to be executed on behalf of the Authority under its Seal.

Such officers (employee directors or department heads), employees or agents of the Authority shall not be officers of the Board.

Members of the Board, or persons related to any Board member shall not be an employee, officer or agent of the Authority.

Section 2. <u>Officers of the Board</u>. The officers of the Board shall be elected by the Board from among its members and shall be a Chairperson and a Vice-Chairperson.

Section 3. <u>Term of Office</u>. The Chairperson and Vice-Chairperson shall be elected by the Board at the Annual Meeting of the Board in the month of October for a term of one (1) year to expire at the Annual Meeting of the succeeding year. The offices of Chairperson and Vice-Chairperson shall not be held by persons residing in the same county, and shall rotate from one county to another with each successive election.

The Chairperson and Vice-Chairperson shall hold office until his/her Successor shall have been duly elected or until his/her earlier death, resignation, disqualification, incapacity to serve or removal in accordance with law.

The Chairperson of the Board, subject to the approval of the Board by resolution, shall appoint a nominating committee consisting of three (3) members of the Board who are not currently officers of the Board. The nominating committee shall select at least one nominee for each Board Officer and shall provide its recommendation to the Board at least one month prior to the Annual Meeting of the Board. At the Annual Meeting, the

Chairperson shall entertain any further nominations from the floor prior to the election of officers.

Section 4. <u>Vacancies</u>. A vacancy due to death, disqualification, resignation, incapacity to serve or removal in accordance with law shall be filled in the same manner as provided for in the first year's election described in Article III, Section 3 from among its members at a Regular or Special Board Meeting. Such elections shall be for the unexpired term of said office.

Section 5. Duties.

1. <u>Chairperson of the Board.</u>

The Chairperson of the Board shall have the following powers and duties:

- (a) He/she shall preside, when present, at all meetings of the Board and shall consult with the General Manager on the agenda for Regular and Special Board Meetings.
- (b) Except as otherwise provided in the By-Laws, the Chairperson shall not have any executive or administrative functions other than as a member of said Board, the Chairperson shall meet and advise the General Manager of the selection and periodic evaluation of the Board Secretary.
- (c) The Chairperson shall have the full right to propose and discuss motions and shall vote on all resolutions and motions but the Chairperson shall vacate the chair when participating in discussions or when proposing motions.

- (d) The Chairperson together with the General Manager shall sign, execute, and acknowledge in the name of the Authority all mortgages, bonds and other instruments of indebtedness except that the Board, by resolution, may authorize the Chairperson, the General Manager and the Director of Finance to execute short-term promissory notes provided that two of the three authorized signatures appear on the short-term promissory note.
- (e) The Chairperson shall appoint members of committees in accordance with provisions of Article IV, Section 1, with the concurrence of the Board.
- (f) The Chairperson shall be a member ex-officio of all committees.
- (g) The Chairperson shall perform all such other duties as from time to time shall be assigned by the Board.

2. <u>Vice-Chairperson</u>.

In the absence or disability of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the Chairperson. Further, the Vice-Chairperson shall perform such other duties as from time to time may be assigned to them by the Board.

Section 6. Conflicts of Interest.

Individual SMART Board Members shall disclose any potential conflict of interest to the SMART Board of Directors. The SMART Board of Directors shall then vote to determine whether the potential conflict of interest should be mitigated by the Director

abstaining from the underlying vote, unless the Director voluntarily elects to abstain. A potential conflict of interest includes, but is not limited to, situations where:

- (1) the Board Member is the applicant;
- (2) the Board Member is a relative of the applicant by blood or marriage;
- (3) the Board Member has a pecuniary interest with the applicant that would be affected by the application; and/or
- (4) the Board Member, a relative, or a business associate of the Board Member could receive financial gain or benefit from the acceptance of the application.

Modeled after Act 196 PA 1973, attached hereto.

ARTICLE IV

AUDIT COMMITTEE AND AUDITS

Section 1. <u>Responsibilities</u>.

(A) The permanent audit committee (hereinafter the Committee), established by

Article IV Section 1 shall be directly responsible for the preparation of
informative, accurate and independent audit reports. The Committee shall also be
responsible for the oversight of the work of the accounting firm employed
(including resolution of disagreements between management and the auditor
regarding financial reporting) for the purpose of preparing and issuing the annual
audit report and/or related work, and each such public accounting firm shall report
directly to the Committee. The Committee shall work with and direct SMART
procurement staff in the selection, retention, and compensation of the audit firm.

- (B) Each member of the Committee shall be member of the Board of Directors and shall otherwise be independent.
 - (1) Independent, for purposes of this section shall mean the Committee member may not, other than in his or her capacity as a member of the Committee, the Board of Directors, or any other Board Committee:
 - (i) accept any consulting, advisory, or other compensatory fee from SMART; or (ii) be otherwise affiliated with either the Authority or the audit firm, provided however, that should such affiliation exist, the SMART Board of Directors may upon motion exempt from the requirements of this subparagraph (1) a particular relationship with respect to audit committee members as the Board determines appropriate in light of the circumstances.
- (C) The Committee shall establish procedures for:
 - (1) the receipt, retention, and treatment of complaints received by the Board regarding accounting, internal accounting controls, or auditing matters; and (2) the confidential, anonymous submission by employees of SMART of concerns regarding questionable accounting or auditing matters.
- (D) The Committee shall have the authority with the advice and consent of the whole Board to engage independent counsel and other advisers, as it deems necessary to carry out its duties.

(E) The SMART Board shall assure the Authority's annual budget has provided for the appropriate funding for payment of compensation to the audit firm and any advisers employed by the Committee.

Section 2. <u>Responsibility for Financial Reports.</u>

- (A) The Board of Directors shall require periodic reporting by the General Manager and Director of Finance (hereinafter "signing officers"), no less often than quarterly and periodic reporting by the audit firm no less often than annually. The General Manager and Director of Finance shall certify quarterly and the audit firm shall certify annually that;
- (1) the signing officers and audit firm have reviewed the report;
- (2) based on the signing officers and audit firm's knowledge, the report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading;
- (3) based on the signing officers and audit firm's knowledge, the financial statements and any other financial information included in the report, fairly present in all material respects the financial condition and results of operations of the Authority, and for the periods presented in the report. And, that such reports fully, fairly, accurately and in a timely manner comply with applicable governmental rules and regulations, including but without limiting, Generally Accepted Accounting Principles (GAAP);
- (4) the signing officers;

- (i) are responsible for establishing and maintaining internal controls; (ii) have designed such internal controls to ensure that material information relating to the Authority is made known to such officers by others within the Authority, particularly during the period in which the periodic reports are being prepared;
- (iii) have evaluated the effectiveness of the Authority's internal controls as of a date within 90 days prior to the report; and
- (iv) have presented in the report their conclusions about the effectiveness of their internal controls based on their evaluation as of that date;
- (5) the signing officers have disclosed to the SMART Board, the audit committee and the audit firm the following;
 - (i) all significant deficiencies in the design or operation of internal controls which could adversely affect the Authority's ability to record, process, summarize, and report financial data and have identified for the Board, audit committee and/or audit firm any material weaknesses in internal controls; and
 - (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Authority's internal controls; and;
- (6) the signing officers have indicated in the report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of their evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Section 3. Improper Influence on Conduct of Audits.

(A) It shall be an offense, subject to discipline up to and including discharge or removal from the Board, as necessary and appropriate for any employee, member of the Board or anyone acting under the direction thereof, to take any action to fraudulently influence, coerce, manipulate, or mislead any employee, accounting or audit firm engaged in the performance of an audit or other financial statements of the Authority for the purpose of rendering such financial information and statements materially misleading.

Section 4. Rules of Professional Responsibility for Staff, Directors and Officers.

- (A) The Board of Directors shall direct the General Manager to promulgate a policy and procedure which shall be effective upon Board approval, by which all SMART employees are required to report material violations of this ARTICLE. The audit committee shall annually review said policy and shall make recommendations, if changes are proposed, to the Board of Directors for review and approval.
- (B) The above referenced policy shall, at a minimum, require SMART staff to report evidence of a material violation or breach of fiduciary duty or similar violation by SMART staff, the audit firm, their agents or others, to the General Counsel and/or General Manager. Said policy shall also require that the General Counsel and/or General Manager respond to the evidence (adopting as necessary, appropriate remedial measures or sanctions with respect to the violation), and requiring the General Counsel and/or General Manager to report the evidence to the audit committee and/or the Board of Directors.

ARTICLE V

COMMITTEES

Committees provided for and named herein shall have roles advisory in nature and will in no instance be decision making bodies.

Section 1. Committees.

- (A) Permanent Committees. The following permanent committee of the Board is hereby established:
 - 1. Audit

Each committee shall be composed of at least three members of the Board. Each committee member and the Chairperson thereof shall be appointed for a term of one calendar year by the Chairperson of the Board.

Each committee established hereunder shall exist until these By-Laws are amended, changed, or altered. The Chairpersons shall report activities to the full Board according to the order of business specified above. The Chairperson of the Board shall be an exofficio member of all permanent committees.

(B) Special Committees. Special committees shall be established from time to time as deemed necessary. Such committees shall consist of members of the Board and any other person as appointed by the Chairperson. Any special committee shall exist for not more than one year. The Chairperson of the Board shall be an ex-officio, non-voting member of any and all special committees.

- (C) <u>Duties</u>. The instruction, procedures and scope of the Committee's responsibility shall be determined by the Board.
- (D) <u>Notice</u>. Notice of committee meetings shall be made in the same manner as prescribed in Article II, Section 7, of these By-Laws. Except with respect to provisions pertaining to Executive Sessions, Article II, Section 9, Committee meeting shall be open to the public.

ARTICLE VI

INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Section 1. General. Under the circumstances prescribed in Sections 3 and 4 of this Article V, the Authority shall indemnify and hold harmless, to the extent such person is not insured by a policy or policies of insurance, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed demand, claim, action, suit or other proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Authority) by reason of the fact that he/she is or was a Board Member or Officer, (which, for purposes of the Article IV, and wherever mentioned herein, shall include the General Manager, Board Secretary, Department Heads, Legal Counsel) against expenses (including attorney's fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in a manner he/she reasonably believed to be in or not opposed to the best interests of the Authority,

and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was not unlawful.

Section 2. Action by the Authority. Under the circumstances prescribed in Sections 3 and 4 of this Article V, the Authority shall indemnify and hold harmless, to the extent such person is not insured by a policy or policies of insurance, any person who was or is a party or is threatened to be made a party to any threatened pending or completed investigation, claim, action or suit by or in the right of the Authority to procure a judgment in its favor by reason of the fact he/she is or was a Board member or Officer of the authority, against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Authority, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for intentional malfeasance, misappropriation or fraud, in the performance of his/her duty to the Authority, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. <u>Successful Defense</u>. To the extent that a Board member or officer of the Authority has been successful on the merits or otherwise in defense of a matter referred to in Sections 1 and 2 of this Article V, or in defense of any claim, issue or matter therein,

he/she shall be indemnified and held harmless to the extent such person is not insured by a policy or policies of insurance against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 4. Award by Board. Except as provided in Section 3 of this Article V, and except as may be ordered by a court, any indemnification of an adverse final judgment under Sections 1 and 2 of this Article V shall be made by the Authority unless deemed unauthorized in the specific case upon a determination by the Board that indemnification of the Board Member or Officer is improper in the circumstances because he/she has failed to meet the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made: (1) by the Board by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or, even if obtainable, by the firm of independent legal counsel then employed by the Authority in a written opinion.

Section 5. <u>Payment</u>. Defense costs and other expenses incurred in defending a matter described herein shall be paid by the Authority as incurred upon the undertaking by or on behalf of the Board Member or Officer unless it shall ultimately be determined that he/she is not entitled to be indemnified by the Authority as authorized in this Article V.

Section 6. <u>Not Exclusive</u>. The indemnification provided by this Article V shall not be deemed exclusive of any other right to which the person indemnified hereunder shall

be entitled and shall inure to the benefit of the heirs, executors and administrators of such persons.

Section 7. <u>Insurance</u>. The Authority may purchase and maintain insurance on behalf of any person during his/her term of office who is a Board Member or Officer of the Authority, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Authority would have the power to indemnify him/her against such liability under the provisions of this Article V.

ARTICLE VII

SEAL

Section 1. <u>Seal.</u> The Authority shall have a seal which shall have inscribed thereon the following: Suburban Mobility Authority for Regional Transportation.

ARTICLE VIII

FISCAL YEAR

Section 1. <u>Fiscal Year</u>. The fiscal year of the Authority shall be a fiscal year beginning on the first day of July of each year and ending on the 30th day of June the next ensuing year.

ARTICLE IX

AMENDMENTS TO BY-LAWS

By-Laws. These By-Laws may be altered, amended or repealed and new By-Laws adopted, by resolution adopted by the affirmative vote of at least (1) member of the Board from each of Macomb, Oakland and Wayne County and at least a majority of all members of the Board, at (A) the Annual Meeting or (B) at any Regular or Special Meeting of the Board provided that at least ten (10) days written notice, incorporating the exact language of the proposed change, has been given to all members of the Board.

ARTICLE X

PARLIAMENTARY RULES

Section 1. <u>Parliamentary Rules</u>. Except where inconsistent with the Act or these By-Laws, Robert's Rules of Order, as from time to time revised, shall govern the proceedings of the Board and its Committees.

FOOTNOTES

1. Sections 5 (2), (3), (4), (5), Act 267, P.S. 1976

- 2. Section 6 (1), Act 267, P.A. 1976
- 3. Section 5, Act 267, P.A. 1976
- 4. Sections 9 (1), (2), (3), Act 267 P.A. 1976
- 5. Section 10 (2) (B), Act 204, P.A. 1967, as amended
- 6. Sections 11, 12, 13, Act 204, P.A. 1967, as amended
- 7. As amended, February 23, 2023.

$\underline{MEMORANDUM}$

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Public Participation

<u>MEMORANDUM</u>

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Chairperson's Report

$\underline{MEMORANDUM}$

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28,2025

SUBJECT: General Manager's Report



<u>MEMORANDUM</u>

TO: SMART Board of Directors

FROM: SMART Staff

DATE: August 28,2025

SUBJECT: Board Briefings



Adopt-A-Stop
PROGRAM OVERVIEW

WHAT IS ADOPT-A-STOP?

- Community upkeep of SMART bus stops and shelters
- Originally started in 2017, re-launched earlier this year
- Modeled after similar programs at transit agencies across the country
- Free and open to individuals, community organizations, and business owners across our fixed-route service area





HOW IT WORKS

- Participants submit a program application form
- SMART staff provide all necessary cleaning supplies
- Each participant is recognized with a customized sign at their adopted bus stop





PROGRAM STATISTICS

As of August 2025:

30 bus stops adopted by14 unique participants

• Includes 4 participants new to the Adopt-A-Stop program since re-launch, with more on the way!





COMMUNITY SNAPSHOT

Show your local pride!

As an Adopt-A-Stop participant, you're invited to add some personal flair to your bus stop.



(866) 962-5515 "Bus Stop Guy"

Mr. & Mrs. Allan Harris

Mike Rayner ("The Bus Stop Guy")

Restrictions apply.

Refer to the Adopt-A-Stop Participant Agreement for acceptable stop modifications.



HOW TO GET INVOLVED

To learn more about the program, visit our website:

smartbus.org/services/adopt-a-stop

Send completed applications to adoptastop@smartbus.org

Thank you to all our participants for helping keep SMART clean and safe for our riders!







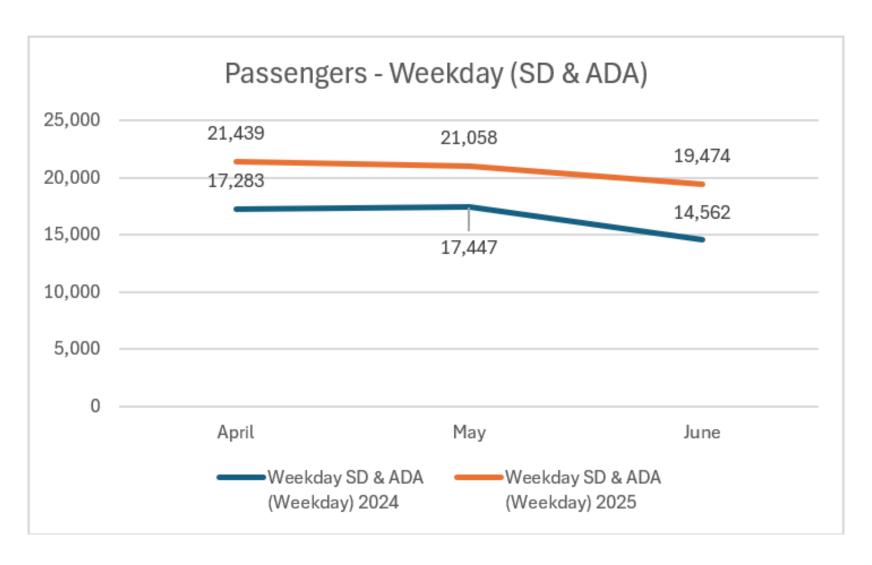
Q2 Paratransit Report

PARATRANSIT



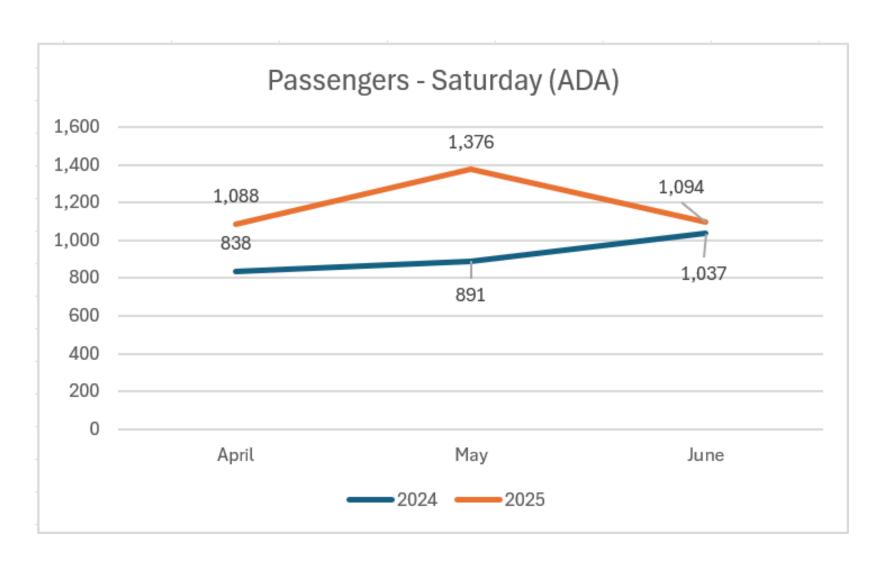


Passengers Weekday



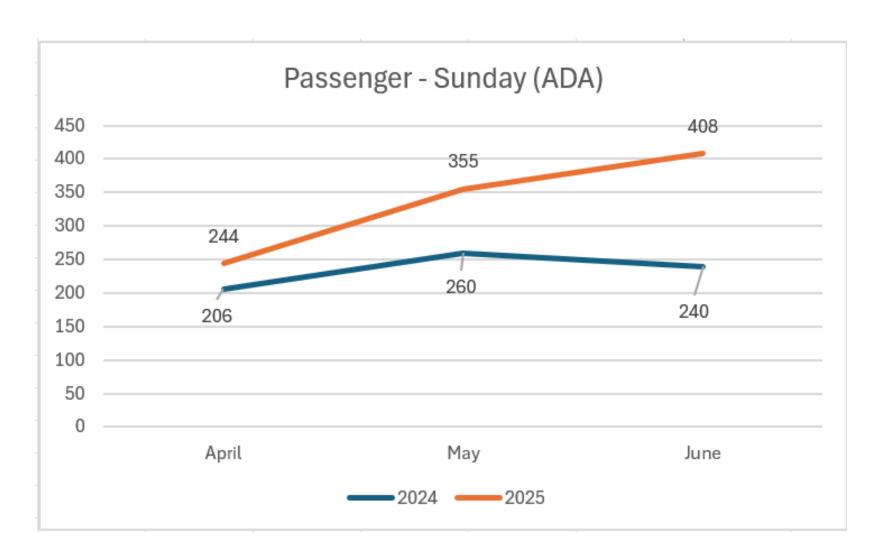


Passengers Saturday





Passengers Sunday



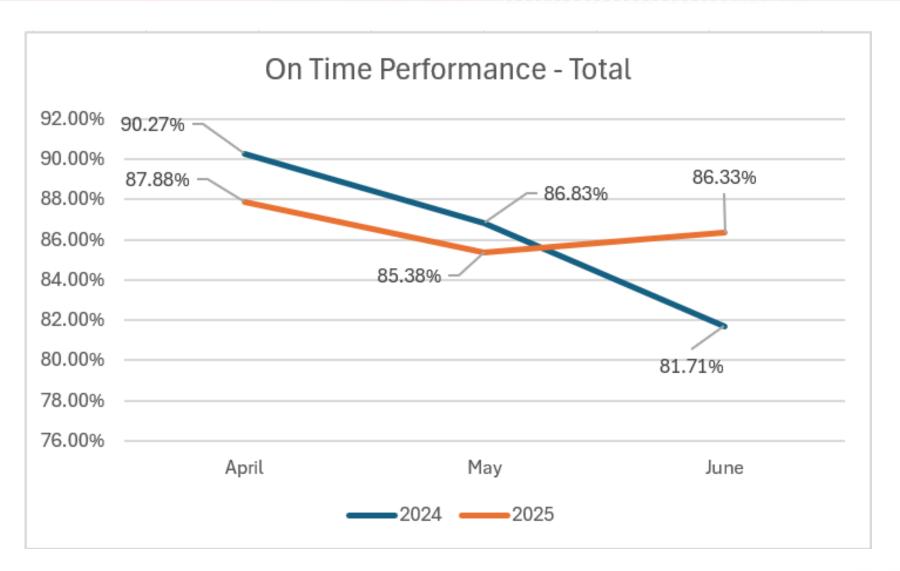


Passengers Total





On Time Performance Total







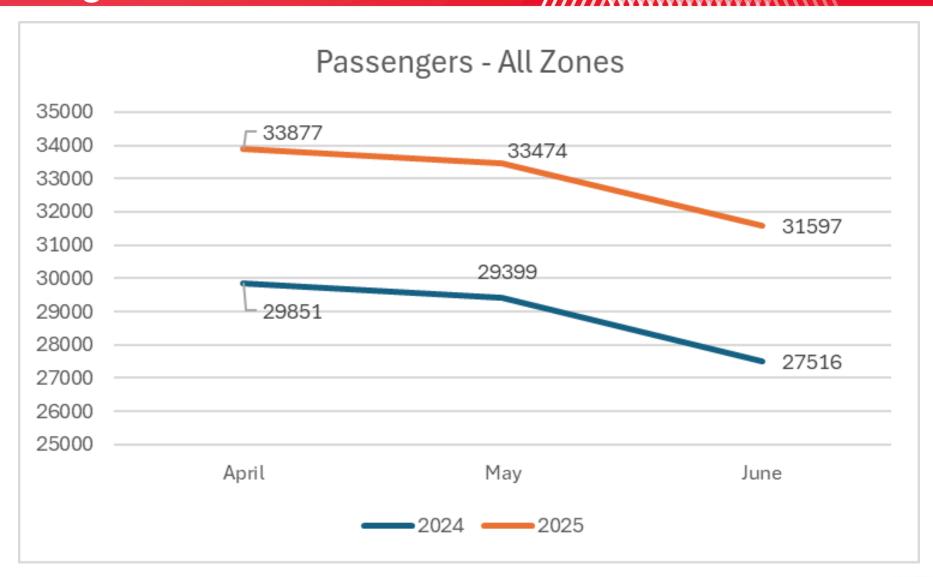
Q2 Flex Report

SMART FLEX



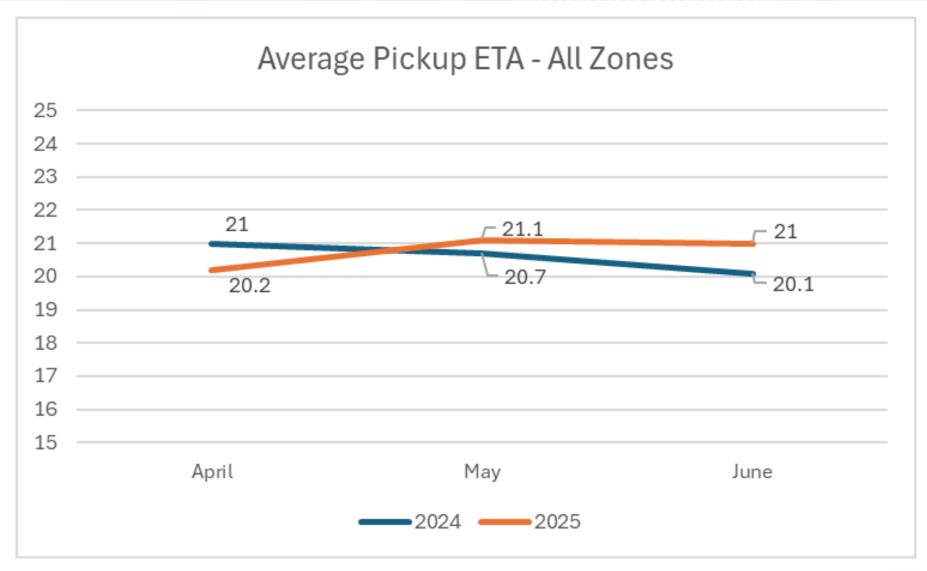


Passengers



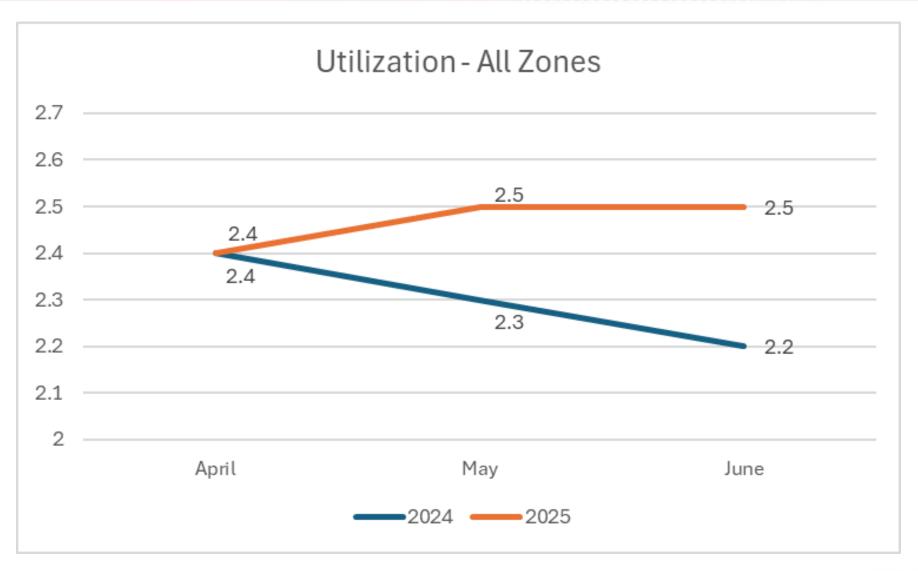


Average Pickup ETA



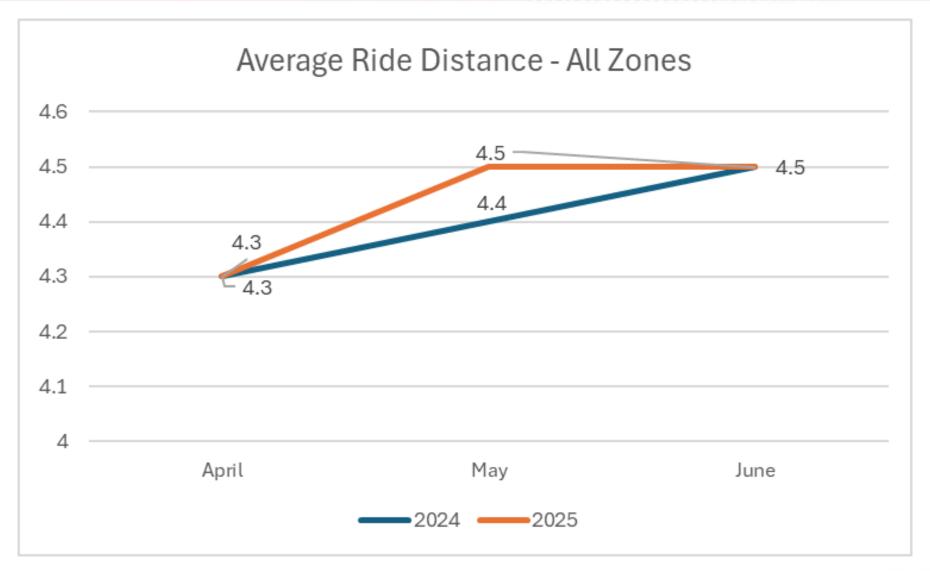


Utilization



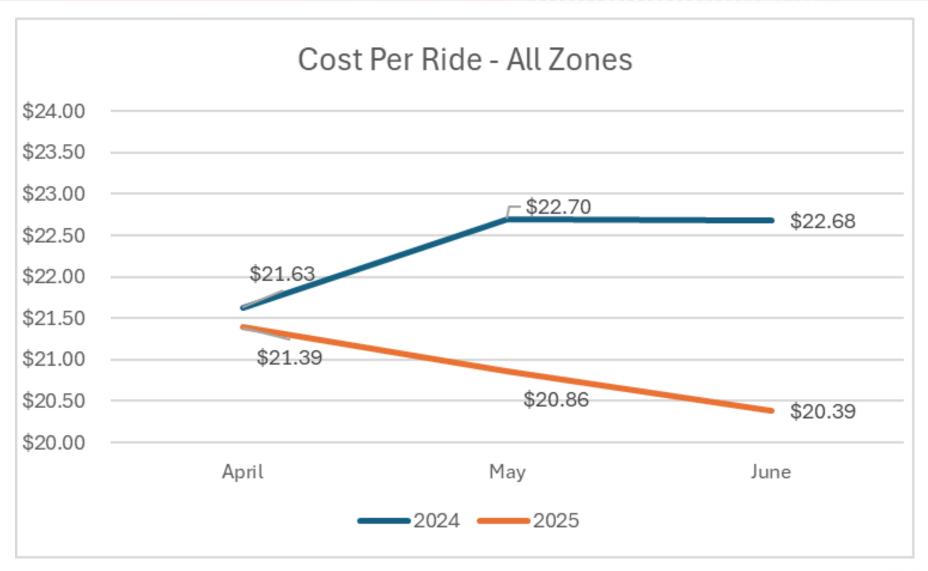


Average Ride Distance





Cost Per Ride





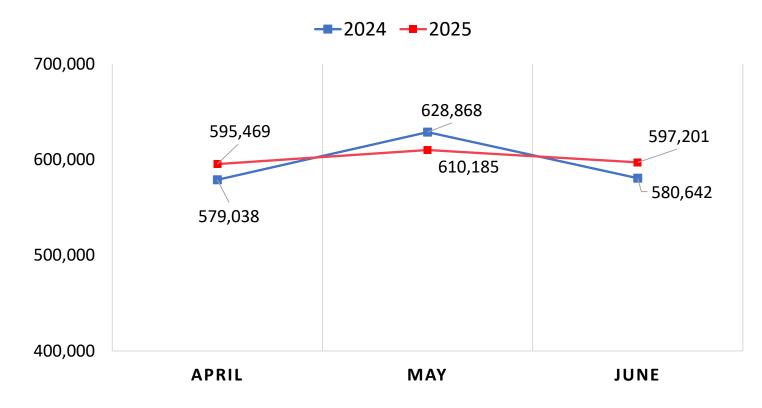
55MART.

FIXED ROUTE RIDERSHIP UPDATE-Q2 CY2025

RIDERSHIP Q2CY- 2024 & 2025



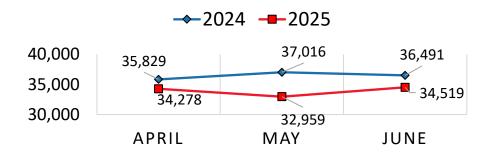
FIXED ROUTE TOTAL RIDERSHIP Q2 - 2024 & 2025



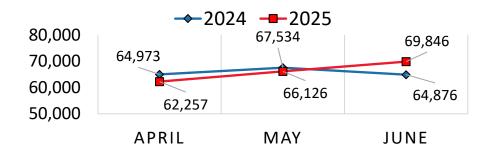


TOP RIDERSHIP ROUTES BY COUNTY

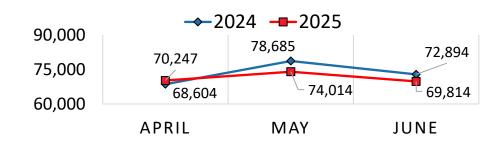
261 FAST MICHIGAN



461 FAST WOODWARD



560 GRATIOT



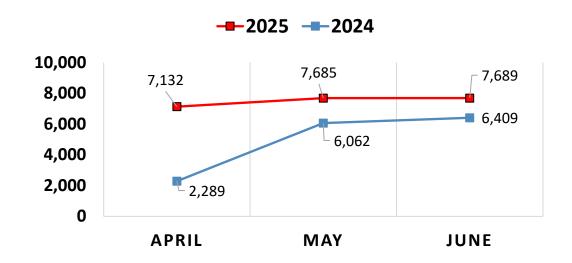




NEW ROUTE PERFORMANCE

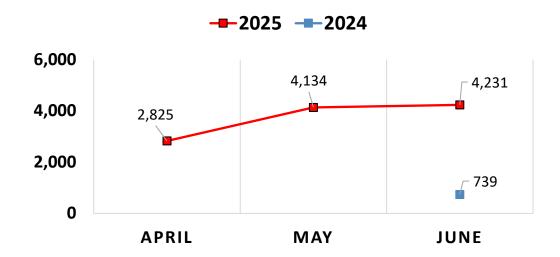


Service began April 2024





Service began June 2024





<u>MEMORANDUM</u>

TO: SMART Board of Directors

FROM: SMART Staff

DATE: August 28, 2025

SUBJECT: New Business



agenda item

ATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval

TO: SMART Board of Directors SUBMITTED BY: Deputy General Manager

FROM: VP of Strategic Initiatives APPROVED BY: General Manager

SUBJECT: Approval of Disadvantaged Business Enterprise (DBE) Program Manual Amendment(s)

RECOMMENDATION

Board approval is requested to approve the amendment to the SMART Disadvantaged Business Enterprise (DBE) Program Manual to submit to the Federal Transit Administration (FTA) as required.

DISCUSSION

SMART is required to have a Disadvantaged Business Enterprise (DBE) Program in accordance with Federal Transit Administration (FTA) regulations. In addition, SMART is required to have a DBE Manual that is approved by the Board of Directors. Detailed guidelines are provided in 49 CFR Part 26. The attached Disadvantaged Business Enterprise (DBE) Program Manual was developed in compliance with these guidelines and approved by the SMART Board of Directors in July 2022.

Since approval, FTA has increased funding for Fiscal Years 2024 through 2026 to reflect an increase, from \$42,512,785 to \$46,048,326.

Furthermore, SMART has appointed Kesha McKinney, Vice President of Strategic Initiatives, as the new DBE Liaison Officer.

Once the DBE Manual is approved by the SMART Board, an updated DBE Manual and Policy Statement, with the updated funding amount and DBE Liaison Officer appointment, will be sent to the FTA to ensure continued compliance with federal regulations.

ATTACHMENT

- DBE Manual
- Resolution



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Approval of Disadvantaged Business Enterprise (DBE) Program Manual Amendment(s)

Whereas,	The U.S. Department of Transportation and the Federal Transit Administration require a Disadvantaged Business Enterprise (DBE) Program Manual in accordance with 49 CFR Part 26; and
Whereas,	The FTA has increased funding for Fiscal Years 2024 through 2026, reflecting a new funding amount of \$46,048,326, up from \$42,512,785; and
Whereas,	SMART has amended its present Disadvantaged Business Enterprise (DBE) Program Manual to reflect that Kesha McKinney has been assigned the duties of DBE Liaison Officer; and
Whereas,	The DBE Manual must be updated to reflect the new DBE Liaison Officer appointment and the increased federal funding amount; and
Whereas,	Upon approval, the revised DBE Manual and Policy Statement, with the updated funding amount and DBE Liaison Officer appointment, will be sent to the FTA to ensure continued compliance with federal regulations; now, therefore, be it
Resolved,	The Board of Directors of Suburban Mobility Authority for Regional Transportation approves the Disadvantaged Business Enterprise (DBE) Program Manual.
	CERTIFICATE
Transportati	gned, duly qualified Board Administrator of the Suburban Mobility Authority for Regional on, certifies that the foregoing is a true and correct copy of the resolution adopted at a legally neeting of the Board of the Suburban Mobility Authority for Regional Transportation 8, 2025.
Date	Board Administrator

Suburban Mobility Authority for Regional Transportation

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL

Revised June 2025



PREFACE

The US DOT on February 2, 1999, published in the Federal Register its final rule, 49 CFR part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs". This final rule became effective on March 4, 1999. It superseded all DBE regulations, orders, circulars, and administrative requirements concerning financial assistance programs issued by US DOT before March 4, 1999. This rule requires SMART to implement programs to encourage the participation of DBEs in its federal aid contracting activities.

In addition to procedures outlined in this program, SMART will adhere to all current federal and state laws, regulations, and Executive Orders concerning the DBE program, and shall continue to do so subject to the availability of federal and state funds.

Table of Contents

1	SUBPA	RT A – GENERAL REQUIREMENTS	6
	1.1	Objectives (Section 26.1)	6
	1.2	Applicability (Section 26.3)	6
	1.3	Definitions (Section 26.5)	6
	1.4	Non-Discrimination Requirements (Section 26.7)	12
	1.5	Record Keeping Requirements (Section 26.11)	12
	1.6	Bidders List (26.11(c))	12
	1.7	Federal Financial Assistance Agreement (Section 26.13)	13
2	SUBPA	RT B - ADMINISTRATIVE REQUIREMENTS	14
	2.1	DBE Program Updates (Section 26.21)	14
	2.2	Policy Statement (Section 26.23)	14
	2.3	DBE Liaison Officer (DBELO) (Section 26.25)	14
	2.4	DBE Financial Institutions (Section 26.27)	15
	2.5	Prompt Payment Mechanisms (Section 26.29)	15
	2.6	Monitoring and Enforcement Mechanisms (Section 26.37) (See Appendix B)	15
	2.7	DBE Directory (Section 26.31)	16
	2.8	Overconcentration (Section 26.33)	16
	2.9	Business Development Programs (Section 26.35)	16
	2.10	Fostering Small Business Participation (Section 26.39)	17
3	SUBPA	RT C – GOALS, GOOD FAITH EFFORTS, AND COUNTING	18
	3.1	Set-Asides or Quotas (Section 26.43)	18
	3.2	Overall Goals (Section 26.45)	18
	3.3	Transit Vehicle Manufacturers Goals (Section 26.49)	19
	3.4	Means Used to Meet Overall Goals (Section 26.51)	19
	3.5	Good Faith Efforts Procedures (Section 26.53)	20
	3.6	Counting DBE Participation (Section 26.55)	24

		DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL	
4	SUBPA	RT D – CERTIFICATION STANDARDS AND PROCEDURES	24
	4.1	Certification Process (Section 26.61 – 26.73)	24
5	SUBPA	RT F – COMPLIANCE AND ENFORCEMENT (SECTION 26.109)	25
	5.1	Information, Confidentiality, Cooperation	25
	5.2	Monitoring Payments to DBEs	25
	5.3	Monitoring and Enforcement Mechanisms	25
6	SUBPA	RT G – DBE GOALS	28
	6.1	DBE Goal Methodology	2 9
	6.2	DBE Goal Calculation FY2024-2026	2 9
	6.3	Public Dissemination of Overall DBE Goal	44
	Appen	<u>ndices</u>	
	Appen	ndix A – Organizational Charts	47
	Appen	ndix B – Monitoring and Enforcement Forms	48
	Appen	dix C – Guidance Concerning Good Faith Efforts	57
	Appen	ndix D – MUCP Directory	60

DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT

The Suburban Mobility Authority of Regional Transportation (SMART) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), which can be found at 49 CFR Part 26. SMART receives federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, SMART has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of SMART to ensure that DBEs as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SMART's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation by DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
- To promote the use of DBEs in all types of DOT-assisted contracts and procurement activities conducted by recipients.
- To provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

Kesha McKinney, who serves as Vice President of Strategic Initiatives and DBELO, and the DBE Coordinator are responsible for implementing all aspects of the DBE program. The implementation of the DBE program is given the same priority as compliance with all other legal obligations under SMART's financial assistance agreements with the Department of Transportation.

SMART's Board of Directors has considered, passed, and approved all the components of this statement. SMART will publish this statement on the Authority's website and distribute it annually via correspondence and public notice to DBE and non-DBE businesses involved in DOT-assisted contracts with SMART.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

John Paul Rea	Dwight Ferrell	
Chairperson, Board of Directors	General Manager	
Board Approval Date:		

DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT

Whereas,	SMART is committed to ensure nondiscrimination in the award and administration of DOT-assisted contracts, to remove barriers to DBE participation in such contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; and
Whereas,	SMART will narrowly tailor its DBE program in accordance with the law; and
Whereas,	The Authority will assist in the development of firms and work with existing DBE firms so they can compete successfully in the marketplace; and
Whereas,	The U.S. Department of Transportation through the Federal Transit Administration requires the development of a DBE program as a prerequisite to receipt of grant assistance funding; and
Whereas,	SMART has amended its present DBE Manual to reflect changes since the DBE Manual was last amended,
Resolved,	the Board of Directors of the Suburban Mobility Authority for Regional Transportation approves and adopts the attached DBE Policy Statement.
	<u>CERTIFICATE</u>
Regional Transp	I duly qualified Board Secretary of the Suburban Mobility Authority for portation (SMART) certifies the foregoing is a true and correct copy of a ed at a legally convened meeting of the Board of Directors of SMART.
Date	Tiffany C. Martin, Board Secretary

No. _____

1. SUBPART A – GENERAL REQUIREMENTS

1.1 Objectives (Section 26.1)

The following objectives are found in the Policy Statement on page 4 of this Manual:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law.
- To ensure that only firms that fully meet this eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients.
- To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

1.2 Applicability (Section 26.3)

SMART is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Tea-21, Pub. L. 105-178.

1.3 Definitions (Section 26.5)

SMART adopts the following definitions contained in Section 26.5 for this program:

Affiliation has the same meaning as the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

- 1. Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - One concern controls or has the power to control the other: or
 - A third party or parties controls or has the power to control both; and
 - An identity of interest between or among parties exists such that affiliation may be found.

2. In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

Assets mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

Business, business concern or business enterprise means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States, or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

Compliance means that a recipient has correctly implemented the requirements of this part.

Contingent Liability means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

Contract is a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this part, a lease is a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Days mean calendar days. In computing any period described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

Department or **DOT** means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged Business Enterprise or DBE means a for-profit small business concern—

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Home state means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally owned concern" in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Liabilities mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians. **Noncompliance** means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or **OA** means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designers.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Primary industry classification means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau Website: https://www.census.gov/naics/

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

The principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designer.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who have been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out as a member of a designated group if you require it.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa.
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.
 - (iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians.
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong.
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.
 - (vi) Women.
 - (vii) Any additional groups whose members are designated as socially and economically Disadvantaged by the SBA, at such times as the SBA designation becomes effective.
- (3) Being born in a particular country does not, stand alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Spouse means a married person, including a person in a domestic partnership or a civil union recognized under State law.

Transit vehicle manufacturers mean any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: Buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit

purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale "off the lot" are not considered transit vehicle manufacturers.

Tribally owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

1.4 Non-Discrimination Requirements (Section 26.7)

SMART will not exclude any person from participation in, deny any person the benefits of, or discriminate against anyone in connection with the award or performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin

In administering its DBE program, SMART will not, directly or through contractual or other arrangements, use criteria or methods that could defeat or substantially impair the objectives of the DBE program concerning individuals of a particular race, color, sex, or national origin.

1.5 Record Keeping Requirements (Section 26.11)

Uniform Reporting

SMART will report DBE participation semi-annually, on June 1st and December 1st, through FTA's web-based grant management tool, TrAMS. These reports will reflect payments made to DBEs on DOT-assisted contracts.

1.6 Bidders List (26.11(c)

SMART maintains a bidders list containing information about all DBE and non-DBE firms that bid or submit quotes on DOT-assisted contracts. This list is used to calculate overall goals through the bidder's list approach. It will include the name, address, DBE/non-DBE status, age, and annual gross receipts of each firm.

SMART will collect this information in the following ways:

 Michigan Inter-governmental Trade Network (MITN), which is an internet-based website where vendors can easily be notified of bid opportunities throughout Michigan.

- Contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts.
- Include a clear notice or statement that requests firms to report specific information (such as diversity statistics, compliance data, or other required metrics) directly to the recipient.

1.7 Financial Assistance Agreement (Section 26.13)

SMART has signed the following assurances, which apply to all DOT-assisted contracts and their administration:

<u>Assurance: 26.13(a)</u>

SMART shall not discriminate based on race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. The implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to SMART of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language appears in all financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)

SMART includes the following clause in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. SUBPART B - ADMINISTRATIVE REQUIREMENTS

2.1 DBE Program Updates (Section 26.21)

SMART will maintain this program until all DOT financial assistance funds are used up, provided it receives \$250,000 or more in FTA planning, capital, or operating assistance during a federal fiscal year. SMART will also update DOT on any major changes to the program.

2.2 Policy Statement (Section 26.23)

The Policy Statement is on page 4 of this Program Manual.

2.3 DBE Liaison Officer (DBELO) (Section 26.25)

SMART has appointed Kesha McKinney, Vice President of Strategic Initiatives, as its DBE Liaison Officer.

As part of this role, the DBELO is responsible for overseeing all aspects of the DBE program and ensuring SMART's adherence to the requirements of 49 CFR Part 26.

The DBELO has direct, independent access to the General Manager regarding DBE program matters. An organizational chart showing DBELO's position within the organization is included in Appendix A.

The DBELO is responsible for developing, implementing, and monitoring the DBE program in coordination with other relevant officials.

The DBELO has a DBE Compliance Coordinator (DBECC) to assist with administering the program. The duties and responsibilities of the DBELO and DBECC include the following:

- Gather and report statistical data and other information as required by DOT.
- Review third party contracts and purchase requisitions for compliance with this program.
- Work with all related departments to set overall annual goals.
- Ensure that bid notices and requests for proposals are available to DBEs in a timely manner.
- Identify contracts and procurements of federal assisted funding so that DBE goals are included in solicitations (both race neutral and race-conscious methods and contract specific goals attainment) and identify ways to improve progress.
- Analyze SMART's progress toward attainment and identify ways to improve progress.
- Participate in pre-bid meetings.
- Advise the General Manager and Board of Directors on DBE matters and achievement.

- Provide DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- Plan and participate in DBE training seminars.
- Acts as liaison to the Uniform Certification Process in Michigan.
- Provides outreach to DBEs and community organizations to advise them of opportunities.
- Maintains SMART's updated directory on certified DBEs.

2.4 DBE Financial Institutions (Section 26.27)

It is the policy of SMART to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to utilize these institutions.

As of January 2025, there were no DBE certified financial institutions in the State of Michigan.

2.5 Prompt Payment Mechanisms (Section 26.29)

SMART will include the following clause in each DOT-assisted contract in accordance with 49 CFR 26.29:

The prime contractor shall pay each DBE/SBE subcontractor under this contract for the satisfactory performance of the subcontractor's portion of the contract no later than thirty (30) days from receipt of each payment the prime contractor receives from SMART. The prime contractor shall return any retainage withheld to ensure satisfactory completion of the work to each subcontractor within thirty (30) days after the DBE/SBE subcontractor achieves the specified work as verified by SMART's Project Manager. Any disputes that arise regarding the satisfactory completion of work by a DBE/SBE subcontractor shall be brought to the attention of SMART's Project Manager, who will determine if the work is satisfactory. Any delay of payment from the above referenced time frame may occur only for good cause following written approval from SMART's Project Manager. The failure by the prime contractor to carry out the requirements of this section, without just cause, is a material breach of this contract, which may result in SMART withholding payment from the prime contractor until all delinquent payments have been made to the DBE/SBE subcontractor.

2.6 Monitoring and Enforcement Mechanisms (Section 26.37) (See Appendix B)

SMART utilizes the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. SMART will monitor DBE participation in Authority contracts, as well as actual payments to DBE/SBE subcontractors on a monthly basis to ensure payments are

made promptly. This will be accomplished using the monitoring forms provided in Appendix B

- 2. SMART will bring any false, fraudulent, or dishonest conduct in connection with the program to the attention of the Department of Transportation, so that DOT can take appropriate steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment, or enforcement under Program Fraud and Civil Penalties rules) as outlined in 26.109.
- 3. SMART will consider similar actions under our own legal authority, including responsibility determinations for future contracts. Section 6 outlines the regulations, provisions, and contract remedies available to us in the event of non-compliance with DBE regulations by a participant in our procurement activities. This attachment provides a non-exclusive list and is not intended to limit SMART's rights and remedies.
- 4. Utilize monitoring forms to verify that the work committed to DBEs at the time of contract award is performed by the DBEs.

2.7 DBE Directory (Section 26.31)

SMART, in cooperation with the Michigan Unified Certification Program, maintains a directory identifying all firms eligible to participate as DBEs. The directory includes the firm's name, address, phone number, date of the most recent certification, and the types of work for which the firm is certified as a DBE. The directory is updated monthly and is currently available on the Michigan Department of Transportation's website.

https://mdotjboss.state.mi.us/MUCPWeb/search.htm.

This link is included on SMART's website and in SMART's procurement solicitations.

2.8 Overconcentration (Section 26.33)

SMART has not identified any overconcentration in the types of work being performed by DBEs. If overconcentration occurs, SMART will develop and implement measures in accordance with FTA-approved guidelines to address the issue(s).

2.9 Business Development Programs (Section 26.35)

SMART does not have a formal DBE Business Development Program; however, the authority has appointed a Vice President of Strategic Initiatives to lead and support the growth, engagement and involvement of DBEs within SMART operations. DBE staff also participate in outreach events where both current and potential DBE firms are present, and upcoming SMART solicitations are presented. SMART's DBE Compliance Coordinator attends quarterly Michigan Unified Certification Program (MUCP) meetings to improve coordination with other DBE-funded entities in the region and across the

state. Additionally, SMART continues to participate in MDOT Bonding and Education classes, which focus on business development and allow attending DBE firms to learn about upcoming SMART solicitations.

2.10 Fostering Small Business Participation (Section 26.39)

SMART is committed to facilitating the participation of small businesses in the procurement process for goods and services. We encourage prime contractors to create subcontracting opportunities that small businesses can reasonably perform, rather than self-performing all aspects of the work. SMART strives to identify and encourage participation from small businesses through the following methods:

- 1. Participation Goal: To ensure that SMART is proactive in providing small businesses with a reasonable number of prime contracts of a size that could effectively be performed. SMART shall establish a race-neutral small business set-aside for prime contracts under \$250,000. The set-aside shall be represented as a Participation Percentage Goal calculated from the proposed contracts over a three-year period, against the availability of local area Businesses as determined by Census Data on County Business Patterns (CBP). A goal shall be calculated tri-annually and monitored annually to measure the effectiveness of this provision.
- 2. <u>Contracting:</u> On prime contracts not having DBE contract goals and long-term or large contracts, all bidders must specify in their proposals which elements of the contract or specific subcontract(s) are of a size that small businesses (including DBE's) can reasonably participate. Contract managers may, if possible, identify alternative acquisition strategies and structuring procurements that may facilitate the ability of small businesses to compete for and perform prime contracts, strategies may include the formation of consortia or participation in joint ventures. In certain instance contract managers may consider unbundling previously awarded contracts to provide opportunities to small businesses.
- 3. <u>Solicitations:</u> All solicitations shall be widely disseminated in the most open and efficient means possible. SMART's primary means for the communication of open bids is through the Michigan Intergovernmental Trade Network (MITN). MITN provides businesses with full and unfettered access to all solicitations from various state and local agencies. This service is provided free of charge and is available to all business concerns. All solicitations shall be written in a manner that will promote the inclusion of small business participation in SMART's procurement process. When practical, solicitations will be written to provide small business vendors with the opportunity to bid on individual provisions of contracts. When proposed contracts offer opportunities that could benefit small businesses that specialize in specific

services, solicitations, if possible, may then be written to limit bidding to a specific service or geographic region.

4. <u>Outreach:</u> In addition to the promotion of small business concerns in the procurement process, SMART participates in community outreach programs and trade shows. These programs increase the awareness of SMART's procurement practices and services provided to promote opportunities for small businesses allowing them to successfully navigate SMART's procurement and bidding processes.

Nothing in this provision overrides SMART's obligations under its contracting rules and procedures, or any federal or state regulations governing contractual obligations.

3. SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

3.1 Set-Asides or Quotas (Section 26.43)

In accordance with Section 26.43, SMART does not use quotas in any aspect of the administration of this DBE program.

3.2 Overall Goals (Section 26.45)

A description of the methodology used to calculate SMART's overall DBE participation goal, and the goal calculations can be found in Section 7 of this program. Section 7 will be updated on a triennial basis.

In accordance with Section 26.45(f), SMART will submit its overall goal to the appropriate Operating Administration on or before August 1st of each goal submission year (e.g., 2020, 2023, 2026). Before establishing the overall goal, SMART will gather information regarding the availability of both disadvantaged and non-disadvantaged businesses, the impact of discrimination on opportunities for DBEs, and SMART's effectiveness in creating a level playing field for DBEs and SBEs. To obtain as much data as possible, SMART will consult with sources such as the MUCP, minority and women's groups, general contractors, community organizations, and other officials or entities within the Authority's market area.

Following this consultation, SMART will calculate its goal using all the information obtained. Once completed, SMART will publish a notice of the proposed overall goal. This notice will inform the public that the proposed goal and its rationale will be available for inspection during normal business hours at SMART's principal office for 30 days from the date of the notice. SMART and DOT will accept comments on the proposed goal for 45 days from the date of the notice. The notice will include the

addresses for submitting comments, as well as locations (including offices and websites) where the proposal can be reviewed. SMART will typically issue this notice by June 1st of the submission year.

Our overall goal submission to the appropriate Operating Administration will include a summary of the information and comments received during the public participation process, along with our responses.

SMART will begin applying its overall goal on October 1st of each submission year, unless otherwise instructed by the appropriate Operating Administration. If SMART establishes a goal on a project basis, the goal will be applied before the first solicitation for a DOT-assisted contract related to the project.

3.3 Transit Vehicle Manufacturers Goals (Section 26.49)

SMART will require each transit vehicle manufacturer, as a condition for being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify compliance with the requirements of this section. Alternatively, SMART, with FTA approval, will establish project-specific DBE participation goals for transit vehicle procurements, instead of requiring the TVM to comply with this element of the program.

3.4 Means Used to Meet Overall Goals (Section 26.51)

SMART will achieve the maximum feasible portion of its overall goal through race- and genderneutral means to facilitate DBE participation (hereafter referred to as race-neutral). Race-neutral participation includes:

- 1. DBEs who win prime contracts through customary competitive procurement procedures.
- 2. DBEs who are awarded subcontracts on prime contracts that do not carry a DBE goal (0% assigned DBE goal); and
- 3. DBEs who are awarded subcontracts more than the stated DBE project goal.

Race Neutral Methods

SMART will achieve the maximum feasible portion of its triennial DBE goal through race-neutral methods, in accordance with 49 CFR 26.51(a). To facilitate DBE participation without the use of contract goals, SMART will implement strategies such as:

• Conducting outreach and providing informational sessions to small, minority-owned, and women-owned businesses regarding upcoming procurement opportunities.

- Offering technical assistance to help small businesses navigate procurement processes and bid submissions.
- Promoting small business participation through procurement practices that encourage competition and inclusion.
- Ensuring prompt payment provisions to all subcontractors to support cash flow and business sustainability.
- Streamlining procurement requirements where possible to reduce barriers for small businesses.

SMART will continuously assess the effectiveness of these race-neutral measures to ensure and contribute meaningfully toward DBE participation. By monitoring contract awards and commitments and comparing them to the data reported in the Semiannual DBE Uniform Reports, SMART will determine the portion of the overall goal that can be met through race-neutral means, and whether race-conscious measures are necessary to achieve the remainder.

Contract Goals (Race Conscious Measures)

SMART will use contract goals to achieve any portion of the overall goal that cannot be met through race-neutral means. These goals will be set so that, over the applicable period, they will cumulatively help meet the portion of the overall goal not projected to be achieved using race-neutral methods.

SMART will establish contract goals only for DOT-assisted contracts that include subcontracting opportunities. We are not required to establish a contract goal for every such contract. The size of the contract goals will be tailored to the specific circumstances of each contract, including factors such as the type and location of work, and the availability of DBEs to perform the work.

We will express contract goals as a percentage of the total contract amount.

3.5 Good Faith Efforts Procedures (Section 26.53)

Demonstration of Good Faith Efforts (Section 26.53(a), (c))

SMART will award a contract with an established goal only to a responsible and responsive bidder/offeror that has demonstrated good faith efforts to meet the DBE participation goal. It is the bidder/offeror's responsibility to provide a detailed explanation of the steps taken to partner with a Michigan Unified Certification Program (MUCP) certified DBE for the solicitation they are bidding on.

The DBE Compliance Coordinator is responsible for determining whether a bidder/offeror who has not met the contract goal has provided sufficient documentation of good faith efforts to be considered responsive.

The DBE Compliance Coordinator will determine a bidder/offeror's responsiveness if the bidder/offeror does either of the following:

- Document that it has obtained enough DBE participation to meet the contract goal;
 or
- Document that it made adequate good faith efforts to meet the contract goal, even though it did not obtain enough DBE participation to meet the entirety of the contract goal.

SMART will not deny an award to a bidder/offeror that documents adequate good faith efforts. SMART has adopted the guidance on acceptable good faith efforts as outlined in Appendix A of 49 CFR 26.

The DBE Compliance Coordinator will ensure that all information received from the bidder/offeror is complete and accurate. The coordinator will properly document the bidder/offeror's good faith efforts before making a final recommendation to SMART's Procurement Department staff regarding compliance.

Guidance on evaluating the good faith efforts made by bidder/offerors to meet contract goals can be found in Appendix C.

In determining whether a bidder has made good faith efforts, the DBE Compliance Coordinator will review and analyze the bidder/offeror's documented efforts based on the criteria outlined in Appendix B and 49 CFR Part 26. The coordinator will also consider the ability of other bidders to meet the contract's DBE participation goal. Information to be Submitted. (Section 26.53(b)) (Appendix C)

SMART considers bidder/offeror compliance with good faith effort requirements as a matter of responsiveness. Each solicitation with an established contract goal will require bidders/offerors to submit the following information, as outlined in Appendix C:

- 1. The names and addresses of certified DBE firms that will participate in the contract.
- 2. A description of the work that each DBE will perform and its corresponding NAICS code.
- 3. The dollar amount of the participation of each DBE firm participating.
- 4. Written documentation of the bidder/offeror's commitment to using a DBE subcontractor whose participation it submits to meet a contract goal.
- 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts (see 49 CFR 26 Appendix A). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

SMART's solicitation may contain the following:

<u>Sample Bid Specification</u>:

The requirements of 49 CFR Part 26, Regulations of the U.S Department of Transportation apply to this contract. It is the policy of SMART to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. The award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of __ percent has been established for this contract. The bidder/offeror shall make good faith efforts as defined in Appendix A 49 CFR Part 26 to meet the contract goal for DBE participation in the performance of this contract.

<u>Administrative Reconsideration</u> (Section 26.53(d))

Within five (5) business days of being notified by SMART that a bidder/offeror is deemed non-responsive due to insufficient documentation of good faith efforts, the bidder/offeror may request administrative reconsideration. This request should be submitted in writing to:

Sean Riopelle Vice President of Procurement 535 Griswold Street, Suite 600 Detroit, MI 48226

Telephone: (313) 223-2144

The reconsideration decision will be made by a SMART official who was not involved in the original determination that the bidder/offeror did not make adequate good faith efforts to meet the contract goal.

As part of the reconsideration process, the bidder/offeror will have the opportunity to submit written documentation addressing whether they met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person to discuss whether they met the goal or made adequate good faith efforts. A written decision will be provided afterward, explaining the rationale behind the determination of whether the bidder/offeror met the goal or made sufficient good faith efforts.

Good Faith Efforts When a DBE is Replaced on a Contract (Section 26.53(f))

Terminating a DBE firm does not relieve the contractor of the obligation to meet the contract's DBE participation goal. SMART requires that prime contractors obtain prior written approval from the DBE Compliance Coordinator before terminating a DBE subcontractor. This requirement applies to situations where the prime contractor intends to perform work initially designated for a DBE subcontractor with its own workforce, those of an affiliate, a non-DBE firm, or another DBE firm. It also applies to partial terminations where the prime contractor seeks to reduce the work committed to a DBE firm at the time of the contract award. Prior written consent will only be granted if there is good cause for the termination of the DBE firm. Good cause includes, but is not limited to, the following circumstances where the listed DBE subcontractor:

- Fails or refuses to execute a written contract.
- Fails or refuses to perform the work of its subcontract in a way consistent with industry standards.
- Fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- Become bankrupt or insolvent.
- It is ineligible to work on public works projects because of suspension and debarment proceedings.
- It has been determined to not be a responsible contractor.
- Voluntarily withdraws from the project and provides written notice to SMART of its withdrawal.
- Is it ineligible to receive DBE credit for the type of work required; and
- Is unable to complete its work on the contract due to the death of the owner.

Before submitting a request to SMART to terminate a DBE, the prime bidder/offeror must notify the DBE in writing or via email of their intent to do so. A copy of this notice must be provided to SMART prior to considering the termination request. The DBE will have five (5) days to respond and inform SMART of any objections to the proposed termination.

In cases where a good cause exists to terminate a DBE, SMART will require the bidder/offeror to make good faith efforts to replace the terminated or non-performing DBE with another certified DBE, as needed, to meet the contract goal.

SMART will require the prime bidder/offeror to immediately notify the DBE Compliance Coordinator if the DBE is unable or unwilling to perform, along with supporting documentation. In such cases, the

prime contractor must obtain prior approval from SMART for any substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply within the specified time, SMART's contracting office will issue an order to stop all or part of the payment or work until satisfactory action is taken. If the contractor continues to fail to comply, the contracting officer may issue a termination for default.

3.6 Counting DBE Participation (Section 26.55)

SMART will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

4. SUBPART D – CERTIFICATION STANDARDS AND PROCEDURES

4.1 Certification Process (Section 26.61 – 26.73)

SMART is a non-certifying member of the Michigan Unified Certification Program (MUCP), which is administered by the Michigan Department of Transportation (MDOT). As of June 12, 2012, the MUCP officially confirmed that SMART's status had been changed to that of a non-certifying agency. SMART defers to the MUCP certifying agencies to make DBE certification determinations and to maintain the DBE Directory.

For information about the certification process or to apply for certification, please contact the following certifying agencies:

Michigan Department of Transportation (MDOT)

Office of Business Development 425 W. Ottawa St. P.O. Box 30050 Lansing, MI 48909

Phone: (517) 373-2377 Fax: (517) 335-0945

Wayne County, Human Relations Division

500 Griswold, 15th Floor

Detroit, MI 48226

Phone: (313) 224-5021 Fax: (313) 224-6932

Detroit Department of Transportation (DDOT)

1301 E. Warren Detroit, MI 48207 Phone: (313) 833-7695

Fax: (313) 833-3542

5. SUBPART F – COMPLIANCE AND ENFORCEMENT (Section 26.109)

5.1 Information, Confidentiality, Cooperation

SMART will protect DBEs from the disclosure of any confidential business information in accordance with federal, state, and local laws. Notwithstanding any conflicting provisions of state or local law, SMART will not release personal financial information submitted in response to the personal net worth requirement to any third party (other than DOT) without the written consent of the submitter.

5.2 Monitoring Payments to DBEs

SMART will conduct audits of contract payments to Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE). The audit will verify that payments made to DBE/SBE subcontractors match or exceed the dollar amounts specified in the contracts with DBE or SBE participation. Additionally, DBE Department staff will monitor the prompt payment of DBE or SBE subcontractors by prime contractors on all SMART projects. SMART will require prime contractors to maintain records and documentation of payments to DBE/SBE subcontractors for three years after the completion of the contract. These records will be available for inspection upon request by an authorized representative of SMART or DOT. This reporting requirement also applies to any certified DBE subcontractor.

5.3 Monitoring and Enforcement Mechanisms

SMART employs the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.37. SMART's procurement process requires that all relevant contracts provide opportunities for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) participation, in line with the established efforts to achieve DBE goals. Pursuant to 49 CFR 26.37, the three-step process outlined below ensures that DBE achievements align with the Authority's DBE/SBE participation goal.

The following monitoring process ensures that each awarded contract complies with all applicable sections of 49 CFR Part 26. Each contract will be monitored through administrative reviews and periodic worksite inspection. The monitoring process will produce a written certification document that all contracts with a DBE/SBE component have been reviewed for compliance. This process will be administered by the Office of DBE Compliance and reviewed by the DBE Compliance Monitoring Committee to ensure the effectiveness of these procedures.

Enforcement

SMART has established a DBE Compliance Monitoring Committee to oversee the DBE monitoring process. The committee shall:

- Review active contracts for compliance.
- Recommend corrective actions for contracts that are not in compliance with 49 CFR 26 or SMART's procurement practices.

Committee members shall be assigned to individuals holding the following positions:

- DBE Liaison Officer
- DBE Compliance Coordinator
- Manager of Procurement
- Vice President of Procurement

The committee shall convene at least once per quarter to perform the following tasks:

- Review status of contracts awarded during the quarter.
- Review discrepancies noted during the review or audit process and recommend corrective actions if warranted.
- Review the Monitoring Process for effectiveness and implement appropriate corrective actions (if necessary).

If the monitoring process reveals non-compliance with DBE/SBE requirements or other discrepancies before the scheduled committee meeting, the DBE Compliance Coordinator will notify each committee member of the findings and request recommendations for addressing the discrepancies prior to the meeting. The DBE Compliance Monitoring Committee is responsible for recommending a resolution to the DBELO that aligns with the terms of the applicable contract and the provisions outlined in 49 CFR Part 26, particularly 26.53, and Appendix A of CFR 26. SMART will report any false, fraudulent, or dishonest conduct related to the program to the Department of Transportation, allowing the DOT to take appropriate actions as outlined in 49 CFR Part 26.109 (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, or actions under suspension and debarment, or Program Fraud and Civil Penalties rules).

Compliance Monitoring

As required by 49 CFR Section 26.73, the following three-step monitoring procedure will ensure that each awarded contract is executed in compliance with all applicable requirements of 49 CFR Part 26. Each contract will be monitored through administrative reviews and onsite inspections. The DBE Monitoring Certification Form, located in Appendix B, will provide documented certification confirming that all contracts with a DBE/SBE component have been properly monitored and reviewed for compliance.

Step 1: Notification of Award

The DBE Compliance Coordinator will initiate the DBE Monitoring Process for contracts that include a DBE or SBE component. The documentation process will begin upon receipt of the following information:

- The amount of the contract.
- Identity of the DBE/SBE(s) vendors.
- A description of the work to be performed.
- Required percentage of the contract assigned to DBE participation.

Upon contract award, the DBE Compliance Coordinator will send correspondence to the identified DBE/SBE, notifying them of the award.

STEP 2: Onsite Monitoring

The DBE Compliance Coordinator, or designee, will conduct an onsite inspection of the identified DBE or SBE to verify that the DBE/SBE is a legitimate contractor and is performing the work as outlined in the contract with the Prime Contractor. This review will be documented in Step 2 of the DBE Monitoring Form.

The DBE Compliance Coordinator will compare the information from the onsite review with the details outlined in both the contract and the MUCP Directory. Any discrepancies identified during the verification process will be documented. The DBE Compliance Coordinator will then contact both the Prime Contractor and the identified DBE in the contract to seek clarification of the findings.

Any discrepancies identified during the DBE Compliance Coordinator's verification will be promptly reported to the DBELO and the DBE Monitoring Committee for review and, if necessary, recommendation of corrective actions.

STEP 3: Administrative Review

Upon completion of the DBE/SBE contractor's portion of the contract, the DBE Compliance Coordinator will issue correspondence to both the Prime Contractor and the DBE/SBE contractors, requesting the following documentation for record-keeping purposes:

Prime Contractor

- Actual completion date for the DBE/SBE participation.
- Provide copies of payment documentation made to the DBE/SBE contractor.

DBE/SBE Contractor

- Provide copies of payroll documentation received by the Prime Contractor,
- A list of employees presents on the project.
- Assurance amounts that have not been paid to the DBE/SBE contractor.

If the participation goals, work performed, and participation payments are consistent, and there are no outstanding DBE/SBE invoices, the DBE Compliance Coordinator will notify the DBELO that the contract has satisfied all requirements and recommend the release of any remaining payments to the Prime Contractor by the Accounts Payable Department.

Monitoring and Enforcement forms can be found in Appendix B.

6. SUBPART G – DBE GOAL Methodology

SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION (SMART)

FISCAL YEARS 2024 - 2026
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOAL-SETTING METHODOLOGY
FEDERAL TRANSIT ADMINISTRATION (FTA)-ASSISTED PROJECTS

EXECUTIVE SUMMARY

In accordance with 49 CFR Part 26 of the Code of Federal Regulations, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, the Suburban

Mobility Authority for Regional Transportation (SMART) has established an overall Disadvantaged Business Enterprise (DBE) participation goal for Fiscal Years (FYs) 2024–2026 for contracts funded wholly or partially with Federal Transit Administration (FTA) funds. The proposed goal of 6.1% will be achieved through a combination of race-neutral and race-conscious methods.

The term 'Marketplace' refers to businesses located in the State of Michigan, including both Disadvantaged Business Enterprises (DBEs) and Non-Disadvantaged Business Enterprises, that are ready, willing, and able to participate in SMART contracts. In compliance with 49 CFR Section 26.45, SMART's DBE participation goal has been published in the media outlets listed below.

6.1 Methodology

SMART utilized a two-step process, outlined below, to determine its DBE participation goal for Fiscal Years 2024–2026.

STEP 1: Determine the Base Figure for the overall goal:

- Calculate the relative availability of DBEs to perform the types of work forecasted by SMART and its sub-recipient grantees.
- Weigh the respective contract dollars to be expended in each type of federally assisted project or procurement.
- Determine the weighted DBE relative availability in the projected types of work.
- Aggregate the weighted availability figures to determine the base figure.

STEP 2: Adjustments to the Base Figure:

Since SMART's anticipated solicitations are similar to the types of contracts reviewed during the previous triennial period, no adjustments will be made to the Base Figure based on historical data or disparity studies.

Additionally, the methodology outlines the approach for achieving the forecasted overall goal.

6.2 Goal Calculation for FY2024-2026

Determining the Base Figure for the Overall Goal

SMART determined that the Michigan Unified Certification Program (MUCP) database of Michigan DBEs, along with economic data from the United States (U.S.) Census Bureau for Michigan, provided relevant and reliable information to assess the availability of DBEs within SMART's marketplace and service area. This data was also used to identify DBEs capable of performing or contributing to future SMART projects. This approach was selected for the following reasons:

- All DBEs certified to work in Michigan are tracked by type of work and by their approved North American Industry Classification System (NAICS) codes on the web based MUCP database located at www.michigan.gov/mucp
- The U.S. 2023 Economic Census data provide economy-wide statistics for Michigan, including the number of vendors by NAICS code on both a state-wide and county-wide basis https://data.census.gov/profile/

Facility Security Activities

An estimated \$578,015 is projected for Facility Security Activities assisted by FTA funds, representing 1.25% of SMART's total projected FTA contracting budget. The DBE relative availability for Facility Security Activities is 14.74%. The weighted DBE relative availability for Facility Security Activities is 0.18%. (See Table 1)

Table I – FTA Facility Security Activities Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability FTA Facility Security Activities: Estimated FTA Funds 578,015 = 0.0125 (1.25% PROJECTED WEIGHTED FTA PROJECT DOLLARS) Total FTA-assisted Programs 46,048,326 **Projected DBE relative availability for Facility Security Activities:** 236220 COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION **= 0.0329** (3.29% DBE RELATIVE AVAILABILITY IN **236220**) 1087 All Vendors **423390** OTHER CONSTRUCTION MATERIAL MERCHANT WHOLESALERS **11 DBEs** = **0.0340** (3.40% DBE RELATIVE AVAILABILITY IN **423390**) 97 All Vendors 423610 ELECTRICAL APPARATUS AND EQUIPMENT, WIRING SUPPLIES, AND RELATED **EQUIPMENT MERCHANT 10 DBEs = 0.0309 (**3.09% DBE RELATIVE AVAILABILITY **423610)** 323 All Vendors

Total = 0.1474 (14.74%)

8 DBEs = **0.0496** (4.96% DBE RELATIVE AVAILABILITY IN **561621**)

561621 SECURITY SYSTEMS SERVICES

161 All Vendors

Projected Weighted DBE Relative Availability for FTA Facility Security Activities: 0.0125 x 0.1474 = 0.0018 (0.18%)

IT Hardware/Software

An estimated \$2,146,667 is projected for FTA-assisted IT Hardware/Software Projects, representing 4.66% of SMART's total projected FTA budget. The DBE relative availability for IT Hardware/Software Projects is 6.36%. The weighted DBE relative availability for IT Hardware/Software Projects is 0.29%. (See Table 2)

Table 2 – FTA IT Hardware/Software Projects

availability

Projected weighted dollar value x DBE relative availability = Weighted DBE relativ		
PROJECTED WEIGHT	TED DOLLAR VALUE FOR IT HARDWARE/SOFTWARE PROJECTS:	
Estimated FTA Funds Total FTA-Assisted Prog	\$2,146,667 = 0.0466 (4.66% PROJECTED WEIGHTED FTA PROJECT DOLLARS) grams \$46,048,326	
PROJECTED DBE RELAT	IVE AVAILABILITY FOR FTA IT HARDWARE/SOFTWARE:	
	D COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE MERCHANT (3.16% DBE RELATIVE AVAILABILITY IN 423430)	
	ERCIAL EQUIPMENT MERCHANT WHOLESALERS 05 (1.05% DBE RELATIVE AVAILABILITY IN 423440)	
	ONIC PARTS AND EQUIPMENT MERCHANT WHOLESALERS 03 (1.03% DBE RELATIVE AVAILABILITY IN 423690)	
	ERCHANT WHOLESALERS 2 (1.12% DBE RELATIVE AVAILABILITY IN 423710)	
TOTAL	= 0.0636 (6.36%)	
WEIGHTED DBE RELAT	IVE AVAILABILITY FOR THE AVL PROJECT = 0.0466 X 0.0636 = 0.0029 (0.29%)	

Transit Enhancement Activities SMART (Shelters, Accessories, Bike racks)

An estimated \$493,333 is projected for FTA-assisted Transit Enhancement Activities, representing 1.07% of SMART's total projected FTA budget. The DBE relative availability for Transit Enhancement Activities is 18.27%. The weighted DBE relative availability for Transit Enhancement Activities is 0.19%. (See Table 3)

Table 3 – FTA Transit Enhancement Activities (SMART) Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability

PROJECTED WEIGHTED DOI	LLAR VALUE FOR FTA TRANSIT ENHANCEMENT ACTIVITIES:
ESTIMATED FTA FUNDS	\$493,333 = 0.0107 (1.07% PROJECTED WEIGHTED FTA PROJECT DOLLARS)
FTA-ASSISTED PROGRAMS	
PROJECTED DBE RELATIVE A	VAILABILITY FOR FTA TRANSIT ENHANCEMENT ACTIVITIES:
236220 COMMERCIAL AND I	NSTITUTIONAL BUILDING CONSTRUCTION
<u> </u>	40% DBE RELATIVE AVAILABILITY IN 236220)
1087 ALL VENDORS	
238110 POURED CONCRETE	FOUNDATIONS
16 DBEs = 0.0225 (2.2	25% DBE RELATIVE AVAILABILITY IN 238110)
709 ALL VENDORS	
238150 GLASS AND GLAZING	G CONTRACTORS
3 DBEs = 0.0181 (1.8	B1% DBE RELATIVE AVAILABILITY IN 238150)
165 ALL VENDORS	
332311 FABRICATED STRUCT	TURAL METAL MANUFACTURING
1 DBE = 0.0555 (5.55	5% DBE RELATIVE AVAILABILITY IN 332311)
18 All Vendors	
339950 SIGN MANUFACTUR	ING
2 DBEs = 0.0113 (1.13	3% DBE RELATIVE AVAILABILITY IN 339950)
176 All Vendors	
423690 OTHER ELECTRONIC	PARTS AND EQUIPMENT MERCHANT WHOLESALERS
3 DBEs = 0.0103 (1.03	3% DBE RELATIVE AVAILABILITY IN 423690)
291 All Vendors	
	OUS DURABLE GOODS MERCHANT WHOLESALERS
	100% DBE RELATIVE AVAILABILITY IN 423990)
258 All Vendors Total	= 0.1827 (18.27%)
IUtai	- 0.102/ (10.2//0)

WEIGHTED DBE RELATIVE AVAILABILITY FOR FTA TRANSIT ENHANCEMENT ACTIVITIES: (236220, 238110, 238150,) **0.0107** x **0.0895** (0.0009%)

Facility Renovations (HVAC, Plumbing, Roofing, etc.)

An estimated \$11,922,333 is projected for FTA-assisted Facility Renovations, representing 25.89% of SMART's total projected FTA budget. The DBE relative availability for Facility Renovations is 60.85%. The weighted DBE relative availability for Facility Renovations is 15.75%. (See Table 4)

Table 4 – FTA Facility Renovations/Maintenance

Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability

Projected weighted dollar value for FTA Facility Renovations
Estimated FTA Funds \$11,922,333 = 0.2589 (25.89% PROJECTED WEIGHTED FTA PROJECT DOLLARS)
Total FTA-assisted Programs \$46,048,326
Projected DBE relative availability for FTA Facility Renovations:
236220 COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
37 DBES = 0.0340 (3.40% DBE RELATIVE AVAILABILITY IN (36220)
1087 All Vendors
238310 DRYWALL AND INSULATION CONTRACTORS
13 DBEs = 0.0294 (2.94% DBE RELATIVE AVAILABILITY IN 238310)
442 All Vendors
238320 PAINTING AND WALL COVERING CONTRACTORS
18 DBEs = 0.0192 (1.92% DBE RELATIVE AVAILABILITY IN 238320)
933 All Vendors
238910 SITE PREPARATION CONTRACTORS
42 DBEs = 0.0375 (3.75% DBE RELATIVE AVAILABILITY IN 238910)
1,120 All Vendors
423320 BRICK, STONE, AND RELATED CONSTRUCTION MATERIAL MERCHANT WHOLESALERS
18 DBEs = 0.2117 (21.17% DBE RELATIVE AVAILABILITY IN 423320)
85 All Vendors
423330 ROOFING, SIDING, AND INSULATION MATERIAL MERCHANT WHOLESALERS
6 DBEs = 0.06 (6% DBE RELATIVE AVAILABILITY IN 423310)
100 All Vendors
423390 OTHER CONSTRUCTION MATERIAL MERCHANT WHOLESALERS
11 DBEs = 0.1134 (11.34% DBE RELATIVE AVAILABILITY IN 423310)
97 All Vandors

423610 ELECTRICAL APPARATUS AND EQUIPMENT, WIRING SUPPLIES, AND RELATED EQUIPMENT MERCHANT WHOLESALERS

10 DBEs = **0.0309** (3.09% DBE RELATIVE AVAILABILITY IN **423610**)

323 All Vendors

562910 REMEDIATION SERVICES

10 DBEs = **0.0724** (7.24% DBE RELATIVE AVAILABILITY IN **562910**)

138 All Vendors

Total = 0.6085 (60.85%)

WEIGHTED DBE RELATIVE AVAILABILITY FOR FTA FACILITY RENOVATIONS: (236220, 238310, 562910, 238910, 423610) 0.2042 X 0.2589 = 0.0528 (5.28%)

Bus Parts

An estimated \$8,201,160 is projected for FTA-assisted Bus Parts, representing 17.80% of SMART's total projected FTA budget. The DBE relative availability for Bus Parts is 0.4%. The weighted DBE relative availability for Bus Parts is 7.12%. (See Table 5)

Table 5 - FTA Bus Parts

Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability

Projected weighted dollar value for FTA Bus Parts:

Estimated FTA Funds \$8,201,160 = 0.1780 (17.80% PROJECTED WEIGHTED FTA PROJECT DOLLARS)

Total FTA-assisted Programs \$46,048,326

Projected DBE relative availability in FTA Bus Parts:

332710 MACHINE SHOPS (FASTENERS)

<u>1 DBEs</u> = **0.0010** (0.10% DBE RELATIVE AVAILABILITY IN **332710**)

943 All Vendors

811198 OTHER AUTOMOTIVE REPAIR & MAINTENANCE

<u>1 DBEs</u> = **0.0030** (0.30% DBE RELATIVE AVAILABILITY IN **4223110**)

323 All Vendors

Total = 0.004(0.4%)

WEIGHTED DBE RELATIVE AVAILABILITY FOR FTA BUS PARTS: 0.1780 X 0.004 = 0.0007 (0.07%)

Transit Improvement Projects LETC (Facility Renovations, etc.)

An estimated \$1,305,618 is projected for FTA-assisted Transit Enhancement Activities for LETC, representing 2.83% of SMART's total projected FTA budget. The DBE relative availability for Transit Enhancement Activities in Monroe is 17.96%. The weighted DBE relative availability for Transit Enhancement Activities for LETC is 0.5%. (See Table 6)

Table 6 – FTA Transit Improvement Projects (LETC)

Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability Projected weighted dollar value

FTA Transit Enhancement Ac	tivities Monroe:
ESTIMATED FTA FUNDS	\$1,305,618 = 0.0283 (2.83% PROJECTED WEIGHTED FTA PROJECT DOLLARS)
TOTAL FTA-ASSISTED PROGRAM	S \$46,048,326
PROJECTED DBE RELATIVE AVAI	LABILITY FOR FTA TRANSIT IMPROVEMENT PROJECTS:
339950 SIGN MANUFACTURING	
2 DBEs = 0.0113 (1.13%	DBE RELATIVE AVAILABILITY IN 339950)
176 ALL VENDORS	
236220 COMMERCIAL AND INST	ITUTIONAL BUILDING CONSTRUCTION
37 DBEs = 0.0340 (3.40%	DBE RELATIVE AVAILABILITY IN 236220)
1087 ALL VENDORS	
332311 FABRICATED STRUCTURA	AL METAL MANUFACTURING
<u>1 DBEs</u> = 0.0555 (5.55%	DBE RELATIVE AVAILABILITY IN 332311)
18 ALL VENDORS	
423990 OTHER MISCELLANEOUS	S DURABLE GOODS MERCHANT WHOLESALERS
8 DBEs = 0.0310 (3.10%)	DBE RELATIVE AVAILABILITY IN 423990)
258 ALL VENDORS	
238910 SITE PREPARATION CON	TRACTORS
42 DBEs = 0.0375 (3.75)	% DBE RELATIVE AVAILABILITY IN 238910)
1,120 ALL VENDORS	
	TS AND EQUIPMENT MERCHANT WHOLESALERS
3 DBEs = 0.0103 (1.03% [DBE RELATIVE AVAILABILITY IN 423690)
291 ALL VENDORS	

TOTAL = **0.1796** (17.96%)

WEIGHTED DBE RELATIVE AVAILABILITY FOR FTA TRANSIT IMPROVEMENT PROJECTS (LETC): (238910, 236220) 0.0715 X 0.0283 = 0.0020 (0.2)

Based on the above data, the Step One base figure for FTA-assisted funds was calculated to be 6.1%. (See Table7)

Table 7 – FTA Step One Base Figure Projected weighted dollar value x DBE relative availability = Weighted DBE relative availability

Types of Work Forecast for FY2024 - 2026	Weighted DBE Relative Availability

Types of work Forecasted for FY 2024-2026	Weighted DBE Relative Availability
Bus Parts	0.0007
Facility Security Activities	0.0018
Facility Renovations	0.0528
IT Hardware/Software Projects	0.0029
Transit Improvement Projects (LETC)	0.0020
Transit Enhancement Activities (SMART)	0.0009
Base Figure RWA DBE (Sum of Types of work)	0.0611 or 6.1%

SMART will not adjust the Base Figure based on historical data or disparity studies. Therefore, the DBE participation goal for the upcoming triennial period will be established at 6.1%.

SMART's planned projects for the upcoming triennial period are comparable to those solicited in the previous period. Considering the variations in project types and funding levels for specific ongoing or completed projects during this timeframe, SMART has determined there is no justification to adjust the Base Figure based on historical DBE participation from FY2020 through FY2023.

Past DBE participation has shown that DBEs have been involved in a wide range of SMART projects, providing a broad array of goods and services without evidence of disparity. There is no known statistical or anecdotal evidence of over-utilization or under-utilization of disadvantaged businesses within SMART's service area.

Adjusted Breakout of Race Neutral/Race Conscious Participation

SMART will achieve the maximum feasible portion of its overall goal through race- and gender-neutral methods to promote DBE participation (hereafter referred to as race-neutral). Race-neutral participation includes:

- DBEs who win prime contracts through customary competitive procurement procedures
- DBEs who are awarded subcontracts on prime contracts that do not carry a DBE goal (0% assigned DBE goal); and
- DBEs who are awarded subcontracts more than the stated DBE project goal

SMART analyzed the race-neutral participation for the past four complete years to determine the maximum feasible race-neutral participation. To exclude outliers (i.e., unusually high or low figures), the median was used instead of the average. Table 8 illustrates that DBE firms achieved a median of 3.0% race-neutral participation on federally assisted contracts during the examined period. Table 9 shows that SMART consistently fell short of the DBE participation goal, with a median shortfall of 2.7%.

Table 8 - Historical Race-Neutral				
Achievement				
FFY Race-Neutral Achievement				
2021	3.3%			
2022	5.3%			
2023	0.0%			
2024	2.3%			
Median 2.72%				

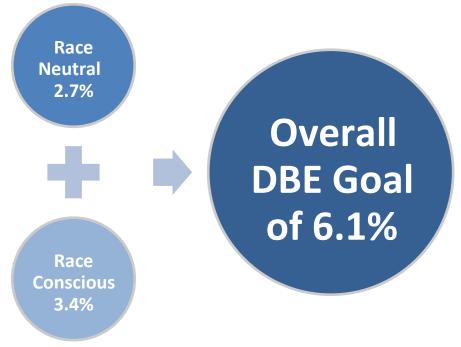
Table 9 – DBE Participation Shortfall									
FFY	FFY Annual DBE Goal Race-Neutral Race-Conscious Annual DBE Annual D Achievement Achievement Shortfal								
2021	6.1%	9.5%	-	9.5%	+3.4%				
2022	6.1%	5.3%	-	5.3%	-0.8%				
2023	6.1%	0.0%	0.0%	0.0%	-6.1%				
2024	4 6.1% 2.3% -		2.3%	-3.8%					
Historical Median 2.7% -7.3%									

The race-neutral and race-conscious proportions of the goal were determined based on past performance and the extent to which previous DBE participation goals were not met, in accordance with USDOT's guidelines for goal setting. USDOT recommends adjusting the race-conscious portion of the annual goal to reflect the proportion of goals from previous years that were not achieved.

Table 8 shows SMART has achieved a median of 2.7% of its annual DBE goals through race-neutral methods, while falling short of the stated DBE participation goal by a median of 5.3%. Given the similarity of the upcoming contracts to those from the past three-year period, and after reviewing the data and race-neutral efforts outlined, SMART is confident that it can meet its DBE participation goal through a balanced approach of both race-neutral and race-conscious measures.

Race-Neutral and Race-Conscious DBE Goals

Based on historical trends and successful continuation of race-neutral program elements, such as ongoing outreach efforts, SMART expects to meet its FY2024-2026 annual DBE participation goal of 6.1%. This will be achieved through 2.7% race-neutral participation and 3.4% race-conscious methods, as indicated by past performance analysis.



SMART is committed to achieving its overall DBE participation goal by utilizing both race-conscious and race-neutral methods on contracts involving federal funds. The race-conscious method, including contract goals, will be applied to federally assisted contracts with subcontracting opportunities. DBE staff will monitor and adjust the estimated distribution of race-neutral and race-conscious participation as necessary to align with actual DBE participation outcomes.

On a quarterly basis, SMART will:

- Separately track race-neutral and race conscious participation.
- Maintain data on DBE achievements in those contracts with and without contract goals, respectively.
- Consolidate data for an annual goal review for potential adjustment, if necessary.

Race-Neutral (RN) Methods

SMART aims to achieve the maximum feasible portion of the triennial goal through race-neutral methods. The effectiveness of these methods will be regularly reviewed to ensure their contribution to DBE participation. By continuously tracking awards and comparing the data with DBE participation in the Semi-Annual Uniform Reports, SMART will accurately assess the appropriate percentage of contract awards to be fulfilled through race- and gender-conscious means.

Outreach/Partnerships with Minority and Women Group

SMART's DBE staff engaged with various minority, women, and business organizations during the preparation of the DBE goal. These efforts aimed to increase awareness of participation opportunities in SMART projects.

- Asian Pacific American Chamber of Commerce (APACC)
- Macomb PTAC
- MDOT's DBE Annual Conference
- AAWB Arab American Women's Business Council
- Diversity Expo w/ Troy Chamber of Commerce
- Frankenmuth Meet the Buyer Event

SMART's Procurement Department participates in the Michigan Public Purchasing Officers Association's "Reverse Trade Fair," where SMART staff highlights upcoming projects for which DBE firms may bid. Additionally, information is provided on how businesses not yet certified as DBEs can apply for certification. Procurement staff have also presented at the Detroit Chamber of Commerce, discussing available bidding opportunities for vendors.

SMART's DBE Department actively engages in outreach efforts targeting minority and women-owned businesses. Staff attend events organized by organizations such as Macomb PTAC, the Asian Pacific American Chamber of Commerce, and the Troy Chamber Diversity Expo, offering opportunities for DBEs to learn about SMART as a business partner. These events include breakout sessions where staff meet one-on-one with DBE firms. Additionally, staff participate in the Michigan Department of Transportation's annual DBE conference, where they present upcoming projects to DBE vendors and network with those interested in bidding on SMART contracts. DBE staff also plan to attend USDOT's Bonding Education Program (BEP) events in Detroit to meet with DBEs and share information about upcoming SMART projects with program participants.

SMART's DBE staff regularly participate in quarterly meetings of the Michigan Unified Certification Program (MUCP). These meetings, which are attended by DBE certifying agencies and other FTA-covered entities in Michigan, provide a platform for discussing recent FTA-mandated changes to the DBE program. They also offer an opportunity for attendees to ask questions and discuss potential solutions to challenges currently faced with their DBE programs.

SMART's DBE Department plans to collaborate with staff at the Detroit Department of Transportation (DDOT) to assist small businesses in becoming certified as DBEs through DDOT. Due to a reorganization over a decade ago and staff reductions, SMART no longer has the capacity to certify DBEs or monitor their status. DBE staff have identified a gap in the availability of certified DBE firms in Michigan that are qualified to handle the types of contracts SMART issues annually, as reflected in the Authority's recent Shortfall Analysis reports. With DDOT expanding its DBE Department and investing in additional training, partnering with them offers an opportunity for SMART to work with a certifying agency that specializes in the same industry and solicits similar services, goods, and suppliers, as opposed to other certifying agencies in the state.

In the process of updating SMART's triennial goal, DBE staff and management engaged with local stakeholders to discuss the direction of DBE program goals. The Michigan Hispanic Chamber of Commerce (MHCC) has long been a partner of SMART, and both organizations are committed to supporting the growth of small and disadvantaged businesses across southeast Michigan through experience gained from government contracting.

These events provide SMART's DBE staff with valuable insights into the types of firms and industries currently interested in working with SMART.

6.3 Public Dissemination of Overall DBE Goal

SMART publishes the overall DBE participation goal for FY2024 - FY2026 in the following media sources:

- The Michigan Chronicle in September 2023
- www.SMARTBus.org

SMART DBE participation goal has not been updated since fall of 2020 to include a revised breakdown for race-neutral and race-conscious proportions. Drafted documents were published on the website to allow for public feedback.

There were no public comments submitted regarding the publication of SMART's updated DBE participation goal methodology.

Public Notice

Suburban Mobility Authority for Regional Transportation (SMART)

Disadvantage Business Enterprise (DBE) Participation Goal for FY2024-FY2026

The Suburban Mobility for Regional Transportation (SMART) has established its Disadvantaged Business Enterprise (DBE) Participation Goal, for Federal Fiscal years 2024 through 2026, to be 6.1% for projects funded by the Department of Transportation (DOT).

A description of the goal methodology is available for public review for fourteen (14) days via Appointment following publication of this notice. The methodology description will be available for review at SMART's central office, located in the Buhl Building on the 6th floor. All interested members of the public must schedule an appointment to review SMART's goal methodology. Appointments will be scheduled between the hours of 8:00 am and 5:00 pm, Monday through Friday. Please email cfowler@smartbus.org or call 313-223-2167 to schedule an appointment.

Suburban Mobility Authority for Regional Transportation
535 Griswold Street, Suite 600
Detroit, MI 48226
ATTN: Candice Fowler, cfowler@smartbus.org

Comments will be accepted concerning SMART's DBE Goal methodology during the fourteen (14) day period, following the publishing date of this notice. All public input relating to SMART's DBE goal should be addressed to Ms. Candice Fowler at the address stated above.

Data Sources

MUCP — Michigan Unified Certification Program website at www.michigan.gov/mucp. Downloadable and searchable directory of all certified Michigan DBEs.

U.S. Census Bureau, 2024 Economic Census data for Michigan https://data.census.gov/profile. Number of employer establishments in Michigan, and Michigan counties by NAICS code

NAICS Codes Projected for FTA Assisted Projects During FY2024-2026

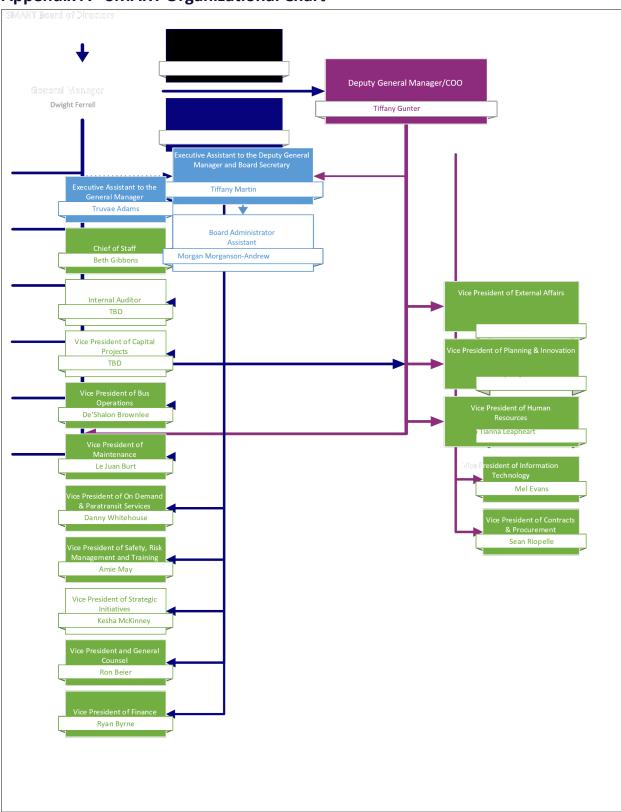
236220	Commercial and Institutional Building Construction
238110	Poured Concrete Foundation and Structure Contractors
238150	Glass and Glazing Contractors
238310	Drywall and Insulation Contractors
238320	Painting and Wall Covering Contractors
238910	Site Preparation Contractors
332311	Fabricated Structural Metal Manufacturing

332710	Machine Shops (Fasteners)
339950	Sign Manufacturing
423390	Other Construction Material Merchant
423430	Computer and Computer Peripheral Equipment and Software Merchant
423440	Other Commercial Equipment Merchant Wholesalers
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant
	Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423990	Other Miscellaneous Durable Goods Merchant Wholesalers
423710	Hardware Merchant Wholesalers
561621	Security Systems Services

Additional NASICS Codes Researched for Potential DBE Vendors

238210	Electrical Contractors and Other Wiring Installation Contractors
238220	Plumbing, Heating, and Air-Conditioning Contractors
238290	Other Building Contractors
238990	All Other Specialty Trade Contractors
423110	Automobile and Other Motor Vehicle Merchant Wholesalers
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers
423130	Tire and Tube Merchant Wholesalers
423140	Motor Vehicle Parts (Used) Merchant Wholesalers
423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
423420	Office Equipment Merchant Wholesalers
423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
441310	Automotive Parts and Accessories Stores
561720	Janitorial Services
561730	Landscaping Services
811111	General Automotive Repair
811118	Other Automotive Mechanical, Electrical repair & Maintenance
811121	Automotive Body, Paint, and Interior Repair and Maintenance
811198	All Other Automotive Repair and Maintenance

Appendix A - SMART Organizational Chart



Appendix B – Monitoring and Enforcement Forms

DBE MONITORING CERTIFICATION CHECKLIST

In compliance with 49 CFR Part 26, SMART monitored contract (assigned number) with (company) for (stated contract amount) to ensure DBE contract compliance. The monitoring process followed this three-step procedure:

STEP 1:	Identification of awards to contractors	BY:	DATE:
STEP 2:	Onsite Monitoring	BY:	DATE:
STEP 3:	Administrative Review	BY:	DATE:
During the cert	ification process, comments were noted	for the following Ste	eps:
0.2. 1			
STEP 2:			
STEP 3:			
the contract w thorough revie obligations to (me) issued the final payment to (sub). vas (Percentage goal), with the tota ew of contract (assigned number), D (sub). The final review was completed BELO for approval.	l amount received BELO has confirm	d being (Amount). Following a ed that (Company) fulfilled its
submitted to D			
DBE Compliance	Coordinator	Date	
DBE Liaison Office		Date	

Identification of Prime Contractor and DBE Subcontractor

Prime Contractor Information							
Contract #:	Project:						
Contract Amount:		DBE Perce	entage:				
Contractor:		Is the Prime	a DBE?	Yes		No 🗌	
Contractors Address:							
City:				State:		Zip:	
Contractor POC:				Phon	e:		
Project Manager:					Ext:		
Contract Begin Date:		Est. Co	mpletion Da	ate:			
		Project	Location				
Macomb 🗌 🛮 Oakland [☐ Wayne ☐	Downtow	n Detroit [On Ro	oute 🗌	Other site 🗌	
If other site, state where:							
	DBE	Subcontra	ctor Inforr	mation			
Role of DBE:	Prime Contra	ictor 🗌		Subcontr	actor 🗌		
DBE Name:							
Mailing Address:							
City:				State		Zip	
DBE Contractor POC:	"			Р	hone:		
Assigned NAICS							
DBE's Begin Date:		Estin	nated Comp	etition dat	e:		
Comments:							
Certification Initiated by: Date:							
Comments:				II.			

Onsite Monitoring Form (OMF)

Onsite DBE Monitoring					
DBE Name:					
Date Observed:	Observed By:		Phone:		_
	Verify the	e following informati	ion		
Role of the DBE:	Prime Contractor	Subcontracto	or 🗌		
DBE's Start Date:		Estimated Co	ompletion Date:		
Description of work being	ng performed:				
		DBE Workforce			
Was a Foreman or Supe	rvisor Present?			Yes	No
Was the Foreman or Su	pervisor working for the Prime Cont	ractor?		Yes	No 🗆
Name of Foreman or Su	pervisor:				
Was the work being dor	ne supervised directly by a Foreman	from the DBE?		Yes 🗌	No 🗆
	Names	of Observed Worker	'S		
Name:		Title:			
Name:		Title:			
Name:		Title:			
Name:		Title:			
When asked did the wo	rkers confirm that they were emplo	yed by the DBE?		Yes 🗌	No 🗌
Did the workers wear u	niforms or organizational clothing (e	e.g. Tee Shirts)?		Yes 🗌	No 🗆
Did the name uniforms	or organizational clothing match the	DBE?		Yes 🗌	No 🗌
If no, what name was di	isplayed?				
Did any equipment or v	ehicles display the name of the DBE	?		Yes 🗌	No 🗌
If no, state the name dis	splayed, if any:				
Observer Comments:					

STEP 3: Prompt Payment Review

Prompt Payment DBE/SBE Review								
Contract Number:	F	Project Number:						
Contract#:	ls th	e Prime Contract	tor a DBE	? Yes 🗌	No 🗌			
Contractor's Address	Contractor's Address:							
City:				State:	Zip:			
Contractor's P.O.C:			Pho	ne Number:				
Project Manager:				Phone Number:				
Contract Begin Date:		Est. (Completio	on Date:				
Records Provided Prime Contractor	by the Bank S	Statements 🗌	Copies	of Invoices	Proof of payment			
	Payment	s by SMART t	o Prime	Contractor				
Date of Payment	Invoice	Check Nur	nber	Amount	% of Contract			
		TOTAL AMO	IINT:					
	Payments by			Subcontractor				
	T dymonic b	y i iiiio contr	uotor to	Capcontiactor				
		TOTAL AN	OUNT:					
Contract Amount:		Contract DB	E Partici	oation % Goal:				
EST. DBE Participation								
Was the DBE prompt		-	-	d? Yes 🗌	No 🗌			
If no, what was the re	eason cited for the d	lelay of payment	?					
What was the date of	the final payment:							
Was the DBE prompt	ly paid after the con	npletion of work	performe	d? Yes 🗌	No 🗌			
Date reviewed: Reviewed by: Phone:								
Comments:								

January 15, 2025

Initial Email to the Contractor

Name Company Address City, State, Zip

Dear (Name):

You have been named by (Prime contractor name) as a (DBE/SBE) subcontractor for SMART contract (Assigned number). In accordance with 49 CFR Section 26.37, SMART is obligated to monitor all projects involving (DBE/SBE) participation.

Before beginning work on this contract, please notify SMART of your scheduled start date and inform us of any changes to the timeline.

Upon completion, please provide SMART with the following information:

- Actual end date
- Copies of invoices
- Date of payment(s) received from (Prime contractor name)
- List of employees who worked on the project

(Prime contractor name) is responsible for ensuring that each (DBE/SBE) subcontractor is paid for satisfactory performance of their portion of the contract within thirty (30) days of receiving payment from SMART.

Please forward all invoices sent to (Prime Contractor name) to SMART's DBE Compliance Office to assist in tracking the payment(s) made to your company.

If you have any questions, please feel free to contact SMART's DBE Compliance Office at (313) 223-2167 or you may email Cflowler@smartbus.org.

Sincerely,

Candice Fowler
Civil Rights & External Drug and Alcohol Compliance Programs Manager
SMART Transportation
(313) 223-2167

January 15, 2025

Initial Email to the Prime Contractor

Name Company Address City, State, Zip

Dear (Name):

You have identified (Subcontractor name) as a subcontractor on SMART contract (Assigned number). In accordance with 49 CFR Section 26.37, SMART is required to monitor all projects involving (DBE/SBE) participation. Before commencing work on the contract, please notify SMART of the scheduled start date for (Subcontractor Name) and the expected completion date for their portion of the project.

Upon contract award, Prime contractor name) is required to pay each (DBE/SBE) subcontractor for satisfactory performance of their portion of the work within thirty (30) days of receiving payment from SMART.

(Prime contractor name) is required to submit copies of invoices from (Subcontractor name) to SMART's DBE Compliance Office, along with proof of payment for all payments made to (Subcontractor name).

Before (Subcontractor name) begins work on this contract, please notify SMART of the scheduled start date and inform SMART of any changes.

Please provide SMART's DBE Compliance staff with the following information regarding (Subcontractor name)'s participation:

- Actual start date
- Actual end date
- Copies of invoice(s) received
- Date of payment(s)
- Proof of Prompt Payment

If you have any questions, please feel free to contact SMART's DBE Compliance Office at (313) 223-2167 or you may email <u>Cfowler@smartbus.org</u>.

Sincerely,

Candice Fowler
Civil Rights & External Drug and Alcohol Compliance Programs Manager
SMART Transportation
(313) 223-2167
(248) 244-9202(fax)

January 15, 2025

Final Email to the Prime Contractor

Name Company Address City, State, Zip

Dear (Name):

SMART's DBE Compliance Office has received all required information regarding (Subcontractor name)'s participation in SMART contract (Assigned number), as requested in my previous email sent on (Date of Initial email to Prime Contractor).

The following information regarding (Subcontractor name)'s participation was required to be provided to SMART's DBE Compliance staff:

- Actual start date
- Actual end date
- · Copies of invoice(s) received
- Date of payment(s)
- Proof of Prompt Payment

The following information regarding (Subcontractor name)'s participation was required to be provided to SMART's DBE Compliance staff, and we confirm that all necessary documents have been submitted. If you have any questions, please feel free to contact SMART's DBE Compliance Office at (313) 223-2167 or you may email Cfowler@smartbus.org

Sincerely,

Candice Fowler
Civil Rights & External Drug and Alcohol Compliance Programs Manager
SMART Transportation
(313) 223-2167
(248) 244-9202(fax)

Appendix C – Guidance Concerning Good Faith Efforts

When SMART sets a contract goal for a DOT-assisted contract, the bidder must demonstrate good faith efforts to meet the goal to be considered responsible and responsive. This can be achieved in two ways. The bidder may either meet the goal by documenting commitments for DBE participation or, if the goal is not met, provide evidence of adequate good faith efforts. The bidder must show that all reasonable and necessary steps were taken to achieve the DBE goal or other requirements, and that these efforts, based on their scope, intensity, and relevance, were sufficient to reasonably expect adequate DBE participation, even if the goal was not fully attained.

When a contract goal is established for a solicitation, 49 CFR 26 requires the use of the good faith efforts process. As a recipient of federal funds, it is your responsibility to assess whether a bidder who did not meet the goal made adequate good faith efforts. In making this determination, you should consider the quality, quantity, and intensity of the bidder's efforts. The efforts should reflect what could reasonably be expected from a bidder actively working to meet the DBE participation goal. Simply fulfilling basic requirements is not sufficient to qualify as good faith efforts. Ultimately, the assessment of a bidder's good faith efforts is a judgment call, and meeting specific quantitative criteria is not mandatory.

The Department of Transportation advises against requiring a bidder to meet a contract goal (i.e., secure a specific amount of DBE participation) as a condition for the contract award, even if the bidder demonstrates adequate good faith efforts. This rule expressly prohibits disregarding genuine good faith efforts made by the bidder.

The following actions should be considered when evaluating a bidder's good faith efforts to secure DBE participation. This list is not a mandatory checklist, nor is it comprehensive. Other relevant factors or efforts may apply depending on the specific circumstances.

- I. Actively seeking the participation of all certified DBEs capable of performing the contract work by utilizing reasonable and available methods (e.g., attending pre-bid meetings, advertising, or sending written notices). The solicitation should be made with enough time for DBEs to respond, and the bidder must ensure that DBEs are genuinely interested and take appropriate follow-up steps after the initial.
- II. Identifying specific portions of the work that can be performed by DBEs to enhance the chances of meeting DBE goals. This may involve breaking down contract tasks into

smaller, economically viable units to encourage DBE involvement, even if the prime contractor would typically prefer to handle these tasks internally.

III. Ensuring that interested DBEs receive sufficient and timely information about the plans, specifications, and requirements of the contract to enable them to effectively respond to the solicitation. Engaging in good faith negotiations with interested DBEs. The bidder is responsible for making portions of the work available to DBE subcontractors and suppliers, selecting work or material needs aligned with the capacity of DBEs to facilitate their participation. Documentation of these negotiations should include the names, addresses, and contact information of the DBEs considered, details about the information shared regarding the plans and specifications for the work selected for subcontracting, and an explanation as to why further agreements could not be reached for DBEs to perform the work.

In negotiating with subcontractors, including DBEs, a bidder would consider several factors, such as the subcontractor's price, capabilities, and the contract goals. However, additional costs incurred from selecting DBEs are not sufficient justification for failing to meet the DBE participation goal, provided these costs are reasonable. Furthermore, while a prime contractor may prefer to perform work using its own organization, this does not absolve the bidder of the responsibility to make good faith efforts. Prime contractors are not obligated to accept higher bids from DBEs if the price difference is deemed excessive or unreasonable.

- IV. The contractor should not reject DBEs as unqualified without valid reasons based on a thorough evaluation of their capabilities. Factors such as a contractor's standing within the industry, membership in certain groups or associations, or political and social affiliations, including union versus non-union status, should not be considered legitimate grounds for rejecting or failing to solicit bids from DBEs when striving to meet the project goal.
- v. Taking steps to help interested DBEs secure bonding, lines of credit, or insurance, as necessary for meeting the requirements set by the recipient or contractor.
- VI. Taking steps to support interested DBEs in acquiring the required equipment, supplies, materials, or any related services needed for the contract.
- VII. Utilizing the resources of relevant community organizations, contractors' groups, and business assistance offices at local, state, and federal levels to support the recruitment and placement of DBEs.

When evaluating whether a bidder has made good faith efforts, consider the performance of other bidders. For instance, if the successful bidder fails to meet the contract goal but others do, you may question whether further reasonable efforts could have allowed the successful bidder to meet the goal. If the successful bidder meets or exceeds the average DBE participation of other bidders, this, along with other factors, may suggest that the bidder made a good faith effort.

Appendix D – MUCP Directory

DBE Firm Name	Business Types	NAICS Codes	Work Description
123 INSTALLS, CORP.	Other	811210	Electronic and precision equipment repair and maintenance
1ST RESOURCE SOLUTIONS, LLC	Supplier	423390, 425120	Other Construction Material Merchant Wholesalers. Wholesale Trade Agents and Brokers.
OCESTIONS, LES	Сиррног	720000, 720120	und Brokero.
1st Choice, LLC	Consultant	541611, 561320, 561311, 561110, 541612	Management services-organizational development and training, employment placement agency; executive placement services; management consulting services-document data/record, retrieval.
3LK Construction L.L.C.	Construction	236220, 238390, 238330, 238320, 238310	Erecting Structural Steel, commercial building construction, painting (except roof) contractors. Building construction cleanup. Bridge - Concrete structure repair, concrete bridge railing. MDOT vendor #08876
A & G Construction	Construction	236115, 238190, 238110, 237990, 237310, 237110, 236220, 236118	New Single Family Housing Construction, Residential Remodelers, Commercial Construction, Water and Sewer Construction, Highway, Street, and Bridge Construction, Other Heavy and Civil Engineering Construction, Poured Concrete Foundation and Structure, Other Foundation, Structure, and Building Exterior Contractors
A View2 ITS, Inc.	Supplier	238210, 541690, 335999, 238390	Delivers products and services to transit agencies. Also provide consulting services for ITS technology that's beneficial to transit market.
A&B Professional Cleaning Services	Other	561720	A cleaning service for large and small corporations, industrial buildings, private organizations.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
AAA Treasure International Co., Inc. dba Omni Pipe Solutions	Consultant	238120, 425120, 423720, 423510, 423320, 238330, 238320, 238310	Rebar Contractors, Drywall Installation, Painting and Wall Covering Contractors, Flooring Contractors, Concrete Building Products Merchant Wholesalers, Steel Merchant Wholesalers, Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers, Agents and Brokers, Durable Goods, Wholesale Trade
ABE Associates, Inc.	Engineering	541330	Engineering services. MDOT vendor #05045
ABT Products & Services	Other	238210, 425120, 423840, 423710	Distributor of bus parts, LED signs and traffic control devices, systems wiring and installation on transit vehicles contractors industrial supplies and hardware wholesalers.
			Administrative Management and General Management Consulting Services, Human Resources Consulting Services,
AC Disaster Consulting,	Consultant	541611, 624230, 541690, 541620, 541618, 541612	Other Management Consulting Services, Environmental Consulting Services, Other Scientific and Technical Consulting Services, Emergency and Other Relief Services
AEC Supply, Inc.	Supplier	424930, 425120	Nursery, Garden Center, and Farm Supply Stores. Wholesale Trade Agents and Brokers.
ANIK Inc	Other	561311, 561320	Temporary Staff Services, Employment Placement Services
AVIMAN Management, LLC	Supplier	236210, 423720, 423320, 236220	Industrial Building Construction. Commercial and Institutional Building Construction. Brick, Stone, and Related Construction Material. Plumbing and Heating Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers.
AVRS Build-Construct LLC	Consultant	541620, 541990	Environmental Consulting Services, All Other Professional, Scientific, and Technical Services
Above the Rest General Construction, Inc.	Construction	236220	General Construction, improvements, and demolition services.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Accompong Engineering Group, LLC	Engineering	237310, 541330	Engineering Services, Construction Management, Highway, Road, Street and Bridge, MDOT Code: DRI - Design - Roadway Intermediate, DR Design - Roadway and DTPM Design - Traffic: Pavement Markings
Ace Steel Erection, Inc.	Construction	238120	MDOT certified. Structural, reinforcing and miscellaneous steel and precast product. MDOT vendor #04194
Advanced Environmental			
Management Group, LLC	Consultant	541620	Environmental Consulting Services
Advanced Geomatics of Division of Charlevoix Abstract & Engineering	Consultant	541370	Land surveying services. MDOT Vendor #02893
Company	Consultant	341370	All Other Support Services - Flagging (i.e. traffic control) services.
Advanced Traffic Services,	Other	561990	#07871
Advanced Underground Inspection, LLC	Construction	562998	Underground video inspection; Misc. underground manhole, sewer and pipe inspection, testing, repair & cleaning; Grouting/hydro excavating; GPS; Grading, drainage structures & aggregate construction; Landscaping; Seeding & Sodding. MDOT vendor #08892
Advantage Highway Company	Supplier	423390, 561990, 424990, 423990, 423510	All Other Support Services. Metal Service Centers and Other Metal Merchant Wholesalers. Other Miscellaneous Non-Durable Goods Merchant Wholesalers. Other Construction Material Merchant Wholesalers. Other Construction Material Merchant Wholesalers.
Aerostar Environmental and Construction LLC	Construction	238910, 562910, 541690, 541620, 541340	Drafting Services, Environmental Consulting Services, Other Scientific and Technical Consulting Services, Remediation Services, Site Preparation Contractors
Aguilar Trucking & Concrete, L.L.C.	Construction	238110, 484110, 238990	Truck/hauling materials. Concrete, curb and gutter, driveways and sidewalks. Concrete paving, residential and commercial driveways and parking areas. Concrete pouring. General freight trucking local. MDOT vendor #08327
Aleign Industries	Other	561720, 561740	Janitorial Services. Carpet and Upholstery Cleaning Services.
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Trucking/hauling/loading of heavy construction materials and other materials, concrete removal.
Alexander Transport, Inc.	Construction	484220	MDOT vendor #08824

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
All In One Management and Services, Inc.	Supplier	492210, 812332, 812331, 812310, 561790	Local Messengers and Local Delivery, Other Services to Buildings and Dwellings, Coin Operated Laundries and Dry Cleaners, Linen Supply, Industrial Launderers
All Star Power, LLC	Construction	238910	Site Preparation Contractors. Grading. Sewers and Water Mains.
Allstate Concrete Cutting Inc.	Construction	236210, 561990, 238990, 238910, 238390, 237990, 237310, 237130, 237110, 236220	All Other Specialty Trade Const, Industrial Bldg Const., Comm & Inst. Bldg Const., Water & Sewer Line & Rel. Struct Const, Other Building Finishing Contractors, Power and Communication Line and Related Structures Construction, Highway, Street, and Bridge Construction, Other Heavy and Civil Engineering Construction, All Other Support Services, Site Preparation Contractors
			Construction Staking
Alpine Engineering, Inc.	Construction	541370	MDOT Vendor # 06642
AltusWorks, Inc.	Construction	541310	Architectural Services (Except - Architectural Landscape Services) Distributor of architectural metal building products. Self perform sheet metal fabrication services, (stainless steel,
			copper, aluminum, galvanized), aluminum welding and some delivery.
Aluminum Supply Company, Inc.	Supplier	332323, 423330	#07269
Amazing Traditions, LLC	Consultant	519290, 611430, 541910, 541618, 541613, 541611, 541512	Other Management Consulting Services, Computer Systems Design Services, Web Search Portals and All Other Information Services, Administrative Management and General Management, Marketing Consulting Services, Marketing Research Services and Public Opinion Polling, Professional and Management Development Training

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL				
American Construction Supplies, Inc.	Supplier	111219, 424990, 424720, 424690, 423810, 423390, 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers, Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers, Other Chemical and Allied Products Merchant Wholesalers, Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals), Oher Construction Material Merchant Wholesalers, Other Miscellaneous Nondurable Goods Merchant Wholesalers	
			Paint/Tape/Marking Material-Build Interior/Exterior-Dealer A paint store as well as an independent distributor of products-paint, paint supplies, temporary and permanent marking, thermoplastic products, lead based products, solvent cleaning products, rust products, blast cleaning products, paint removal products, waterproofing products, paint fabricator products, shop paint products, steel paint protection products, etc. MDOT Vendor #06382	
Anderson Paint Store LLC	Supplier	424950, 444120	Construction Epoxy, Sealants & Other Coatings Environmental consulting services and.	
Applied Ecosystems Great Lakes, Inc.	Consultant	541620, 562910	MDOT DBE Certified since 9/23/203. MDOT Vendor #05294	
Armand Resource Group.			Provides EEO, DBE, Title VI and OJT technical, monitoring, and consulting services for public transportation agencies.	
Inc	Consultant	541612, 561422, 541990	MDOT Vendor #06462	
Arredondos Cutting	Construction	229040	Site preparation contractor	
Concrete LLC	Construction	238910	MDOT Vendor #07822	
Arrowhead Services, LLC	Supplier	562991	Rental, Pumping, Cleaning, and Services of portable restrooms.	
Audia Concrete		007440 000000 007545	Highway, Street, and Bridge Construction, All Other Specialty Trade Contractors, Water and Sewer Line and Related Structures Construction	
Construction, Inc.	Construction	237110, 238990, 237310	MDOT Vendor #05082	

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL				
Auto Service Centers Inc.	Supplier	423120, 811198, 441340, 423130	Motor Vehicle Supplies and New Parts Wholesalers. Tire and Tube Merchant Wholesalers. Tire Dealers. All Other Automotive Repair Maintenance.	
Automated Enterprises, LLC	Other	541611	Administrative Management and General Management Consulting Services. MDOT Codes - Media/Marketing Pub Relation & Advertise and Media/Marketing Video Service	
Automated Installation Services LLC	Construction	238290, 238990, 238390	Other Building Equipment Contractors: Conveyor System Installation, Other Building Finishing Contractors: Metal Shelving and Building and Property Specialty Trade Services	
Avero, LLC	Consultant	541512	Computer Systems Design Services	
Aviation Planning Group, LLC	Consultant	541340, 541910, 541620, 541611	Drafting Services. Administrative Management and General Management Consulting. Environmental Consulting Services. Marketing Research and Public Opinion Polling.	
Axiom Consulting and Project Management LLc	Consultant,Engineering	541310, 541990, 541618, 541611, 541330	Administrative Management and General Management Consulting Services.	
BAE Urban Economics, Inc.	Consultant	541611, 541690, 541618	Administrative Management and General Management Consulting Services, Other Management Consulting Services, Other Scientific and Technical Consulting Service	
BBK Towing & Recovery, Inc.	Other	488410	Motor Vehicle Towing	
BVR Services, LLC	Engineering	238210, 541330	Electrician. Engineering Services.	
Barbara J. Sales Associates, Inc.	Construction	423320, 541310, 425120	Architectural Services, Wholesale Trade Agents and Brokers, Brick, Stone, and Related Construction Material Merchant Wholesalers	
Barrientos Contracting, LLC	Construction	237310	Concrete Flatwork and Paving. MDOT Codes: Concrete Pavement/Patching/Widening, Misc. Concrete Items	
Bee's Prep and Asphalt Inc.	Construction	237310, 561730, 238990	Concrete, curb and gutter construction. Asphalt paving (highway, road street and public sidewalks); Lawn seeding services; Plant-Mixed Hot Mix Asphalt/Bituminous Paving. MDOT vendor #07239. MDOT - RJ - Trucking	

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL				
Belasco Electric Co. Inc.	Construction	238210	Complete Electrical Contracting for Industrial, Commercial & Residential. Voice data, Lightning Protection, Fire Alarm and Security Systems, Emergency Generator systems, Design Build, Remodel and New Construction. MDOT vendor #02318	
Bella's Transport Inc.	Supplier	423320, 484230, 484220	Dump Trucking (Gravel, Sand and Top Soil). Specialized Freight (Gravel Hauling Long Distance). Brick, Stone, and Related Construction Material Merchant Wholesaler (Gravel Construction).	
Bellman/Schwartz L.C	Construction	236115, 531311, 531210, 236220, 236118, 236116	Offices of Real Estate Agents and Brokers. Residential Property Managers. New Single-Family Housing. New Multifamily Housing Construction. Residential Remodelers. Commercial and Industrial Building Consruction.	
Ben Washington & Sons Plumbing & Heating Inc.	Construction	221330, 238220	Mechanical contractor, plumbing, HVAC Systems, plumbing systems compressed air, natural gas systems, heating, ventilation, air conditioning and temperature controls systems.	
			Other Construction Materials Merchant Wholesalers (DBE)	
Benkari, LLC	Construction	236220, 423390, 238220	Plumbing Contractor (DBE) Commercial and Institutional Building Construction (Construction Management) (DBE)	
		238210, 561621, 541519,	Other Computer Related Services. Electrical Contractors and Other Wiring Installation Contractors: Low Voltage. Security System Services. All other Telecommunications.	
Best Network Design, LLC	Construction	517810	MDOT Vendor #02135	
Big Star Transit, LLC	Other	485991, 485999	Special Needs Transportation. All Other Transit and Ground Passenger Transport.	
BioSurvey Group LLC	Consultant	541620, 561990, 541690	Environmental Consulting Services. Other Scientific Consulting Services. All Other Support Services.	
Bloom Companies, LLC	Engineering	236220, 541620, 541340, 541330	Engineering Services. Environmental Consulting Services. Drafting Services. Commercial and Institutional Building Construction	

DIS	ADVANTAGED BU	SINESS ENTERPRISE PROG	RAM MANUAL
Blu Chip Consulting, LLC	Consultant	541511, 541611, 541519, 541512	Custom Computer Programming Services. Computer Systems Design Services. Other Computer Related Services. Administrative Management and General Management Consulting Services.
			Landacana Architectural Caminas
Booker Design Collaborative	Consultant	541320	Landscape Architectural Services. MDOT Vendor #08228
Bouchey & Sons Inc.	Construction	212321, 484220, 238910	Construction Sand and Gravel Mining, Site Preparation Contractors, Specialized Freight Trucking, Local. MDOT Code: Aggregates
Brendel's Sanitation Solutions, Inc	Other	237110, 562991, 484220, 238990, 238910	Water and sewer line and related structures construction, site preparation contractors, building and property specialty trade services, specialized freight trucking, septic tank and related services. MDOT - Trucking, Sanitary Devices
Bridge Rubber Bearing, LLC	Supplier	326291, 332312	Rubber Product Manufacturing for Mechanical Use. Fabricated Structural Metal Manufacturing. MDOT code Rubber Material Supplier
Bright Ideas Consulting LLC	Consultant	541611, 541720	Business research and development services; business management consulting services; minority and small business consulting services; DBE and HUD zone consulting services; purchasing consulting services; education and training consulting services including supplier outreach.
Bromberg & Associates, L.L.C.	Consultant,Other	541930	Translation and interpretation services. Language training. website localization and optimization. Interpreter training and evaluation. Office support, teledictation service and temporary help. MDOT vendor #05268
Bronner Group, LLC	Consultant	541211, 611430, 611420, 541618, 541611, 541219	Management Consulting, IT Consulting, Training, Accounting and Finance
Brooklyn Outdoor, LLC	Consultant	541810, 541840	Advertising Agencies, \$15.0 Million. Media Representatives, \$15.0 Million.
			Administrative Management and General Management Consulting Services (ACDBE) Office Administrative Services (Airport Concession Management Services) (ACDBE)
Byrd Retail Group LLC	Consultant	541611, 561110	722310- Food Service Contractors (ACDBE)

DIS	ADVANTAGED BUSIN	IESS ENTERPRISE PROGRA	AM MANUAL
			722515- Snack and Nonalcoholic Beverages Bars (ACDBE)
C & S Carriers Inc.	Construction	425120, 484220	Specialized Freight (Except Used Goods) Trucking, Local. Construction Trucking. Wholesale Trade Agents and Brokers. Aggregates.
CAD Concepts, Inc.	Engineering	541330, 541611, 541430, 541410, 541360, 541350, 541340	Engineering, drafting, geophysical surveyor & mapping, interior design, graphic design, computer system and general management consulting services
CE Hughes Milling, Inc	Construction	237310, 561790, 532412, 484220, 484110	Construction, Mining, and Forestry Machinery and Equipment Rental & Leasing. Highway, Street and Bridge Construction. General Freight Trucking, Local. Specialized Freight (except Used Goods) Trucking, Local. Construction, Mining, and Forestry Machinery and Equipment Rental & Leasing. Urban and Regional Planning Services,
CHPlanning, Ltd.	Consultant	541611, 541820, 541720, 541620	Transportation Studies, Economic Development, Land Use Planning, Urban Design, Management Consulting and Environmental Planning5
CJ'S Excavating Septic			Septic service. Grading and Drainage structures.
Service Inc.	Construction	562991	MDOT vendor #03808
CMB Consulting, LLC	Consultant	541511, 541611, 541519, 541512	Custom Computer Programming Services, Computer Systems Design Services, Other Computer Related Services, Administrative Management and General Management Consulting Services.
CMTS, LLC	Construction	236116, 541618, 237990, 237310, 237110, 236220, 236210	New Multifamily Housing Construction (except For-Sale Builders). Industrial Building Construction. Commercial and Institutional Building Construction. Highway, Street, and Bridge Construction. Other Heavy and Civil Engineering Construction. Other Management Consulting Services.
			All Other Wood Product Manufacturing, Wood Container and Pallet Manufacturing, Roof Trusses, Wood, Manufacturing
Calderwood Wood Products and Services, LLC	Construction	236220, 561730, 321999, 321920, 321215, 238910	Site Preparation Contractors, Commercial and Institutional Building Construction and Landscaping Services

DIS	SADVANTAGED B	USINESS ENTERPRISE PROG	RAM MANUAL
Calvary Transportation LLC Non Emergency Transportation/Cab Transportation	Other	485991	Non Emergency Transportation and Cab Transportation Services
Canete Medina Consulting Group Inc.	Consultant	541320, 541690, 541618, 541614, 541613, 541511, 541340	541340, 531390. Landscape Architectural Services Urban Planning Services and Transportation Planning. Process, Physical Distribution, and Logistics Consulting Services. Custom Computer Programming Services. Other Management Consulting Services. Other Scientific and Technical Consulting Services. Marketing Consulting Services. Surveying and Mapping (except Geophysical) Services GIS Services. Drafting Services. Other Activities Related to Real Estate Real Estate Market Analysis.
Cardinal Industries Development, LLC	Consultant	237990, 541611, 541330	Other Heavy and Civil Engineering Construction. Engineering Services. Administrative Management & General Management.
			Other Construction Material Merchant Wholesalers, Metal Service Centers and Other Metal Merchant Wholesalers,
Carolina Construction Supplies, LLC	Supplier	423390, 425120, 424610, 423510	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers, Wholesale Trade Agents and Brokers
Causie Contracting, Inc	Construction	237310, 238990	Highway, Street and Bridge Construction. MDOT - Concrete Pavement Patching and Widening, Grading and Drainage Structures and Aggregate Construction, Miscellaneous Concrete Items. Pavements Cold Milling.
			Bridge Painting and Coating, Sand Blasting, Metalizing
Central Painting Inc	Construction	238320, 562910, 238990	MDOT Vendor # 08184
Chandler Campbelle Daschle	Consultant	541512, 561720, 561320, 541820, 541690, 541618, 541613, 541611	also NAICS Work Code 611430 General Consulting MDOT Vendor #07768. Janitorial Services
Charj Constructors, LLC	Construction	561990	All Other Support Services
Chicago Ornamental Iron,	Construction	238120, 332323, 332312, 238190, 238150	Structural Steel and Precast Concrete Contractors, Glass and Glazing Contractors, Other Foundation, Structure, and Building Exterior Contractors, Fabricated Structural Metal Manufacturing, Ornamental and Architectural Metal Work Manufacturing
Chrysalis Consulting LLC	Consultant	541611, 541618	Administrative Management & General Mangement Consulting. Other Management Consulting Services.

DIS	ADVANTAGED BU	SINESS ENTERPRISE PROG	RAM MANUAL
Cincar Consulting Group LLC	Consultant	541320, 541611, 541330	Engineering Services; Urban Planning Services; Administrative Management & General Management Consulting Services; Regional Planning & Development Program Administration; Design :Roadways, Roadways Intermediate, Traffic-Pavement Markings, Project Development Studies. Design - Traffic: Signal Operations, Design - Traffic: Signal Operations - Complex
Civil Engineering Solutions, Inc.	Engineering	541330	Engineering Services (Civil Engineering) (DBE)
Clean Dreams, LLC	Other	484210, 811192, 561790, 561740, 561730	Clean Dreams, LLC is a commercial & Industrial cleaning solutions service. We provide general Facility cleaning & management to our customer. We also provide any supplies the building may need and auxiliary services. i.e. window cleaning, carpet cleaning, strip & floor wax etc.
Clean Fuel Solutions, LLC	Construction	238990	Concrete work, special trade contractors, heavy construction, equipment rental and leasing, underground fuel tanks
Collabrium Systems	Consultant,Other	541511, 541512	Custom Computer Programming Services, Computer Systems Design Services
Conco Spray Solutions, LLC	Construction	237110, 332813	Water and Sewer Line and Related Structures Construction, Electroplating, Plating, Polishing, Anodizing and Coloring
Cornish, Zack, Hill and Associates, Inc.	Consultant	524210	Insurance and bonding. MDOT vendor #03988
Cougar Sales And Rental, Inc.	Supplier	532412	Regular dealer of diamond blades, concrete saws, and equipment rentals. MDOT Vendor # 08640
Cournaya's Landscaping, LLC	Construction	238910, 561730	Site Preparation Contractors, Landscaping. MDOT - Road Construction Clean Up. Erosion Control Structures. Grading, Drainage Structures and Aggregate. Clearing.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Courtland, LLC	Supplier	423320, 424990, 424950, 424690, 423510, 423330	Brick, stone, and Related Construction Material Merchant Wholesalers. Roofing, Siding, and Insulation material Merchant Wholesalers. Metal Service Centers and Other Metal Merchant Wholesalers. Other Chemical and Allied Products Merchant Wholesalers. Paint Varnish, and Supplies Merchant Wholesalers, Other Miscellaneous Nondurable Goods Merchant Wholesalers. MDOT Vendor # 02044
Cozyartz Media Group	Supplier	512110, 611430, 541990, 541690, 541613, 541511, 541430	Professional and Management Development Training, Motion Picture and Video Production, Graphic Design Services, Customer Computer Programming Services, Marketing Consulting Services, Other Scientific and Technical Consulting Services, All other Professional, Scientific, and Technical Services
Craig Trucking, Inc.	Construction	484110, 484220	Trucking and hauling of construction and other materials. MDOT vendor #08659
Cross-Spectrum Acoustics, Inc.	Consultant	541330, 541620, 541380	Environmental Consulting Services, Testing Laboratories and Services, Engineering Services.
Crowley Engineering LLC	Consultant	541330, 541620, 541618, 541370, 541350	Building Inspection Services, Surveying and Mapping (except Geophysical) Services, Environmental Consulting Services, Other Management Consulting Services and Engineering Services.
D & N Development, Inc.	Construction	484220	Specialized Freight (except used goods Trucking, Local. Heavy Construction Trucking.
DAMA Consultants, Inc.	Consultant	541320, 541715, 541330	Landscape Architectural Services, Engineering Services, Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology).
DLR Distributors Inc	Supplier	423110, 441330, 423990, 423860, 423840, 423730, 423720, 423710, 423690, 423610, 423490, 423140, 423120	Automobile and Other Motor Vehicle Merchant Wholesalers, Motor Vehicle Supplies and New Parts Merchant Wholesalers, Motor Vehicle Parts (Used) Merchant Wholesalers, Other Professional Equipment and Supplies Merchant Wholesalers, Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers, Other Electronic Parts and Equipment Merchant Wholesalers, Hardware Merchant Wholesalers, Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers, etc.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
DLS Servicing Consultants,			Perform mortgage servicing quality control reviews, loss mitigation reviews, and foreclosure expense claims; as well as general mortgage servicing consulting.
LLC	Consultant	522390	MDOT Vendor #06983
DM Enterprises of Baltimore, LLC	Engineering	237110	Water and Sewer Line and Related Structures Construction
	Engineering		Consulting services, environmental inspections, general construction services for residential, commercial & industrial structures. Building Moving/Demolition. Specialized Freight Trucking, Local. Trucking Heavy Construction
DMC Consultants, Inc. (fka DMC Construction, Inc.)	Construction	236118, 541620, 484220, 238910	MDOT Vendor #06882
, ,	-		
Dan K's Inc.	Construction	561730	Landscaping
Davidson Trucking Inc.	Supplier	423320, 484220, 423510	Brick, Stone, and Related Construction Material Merchant Wholesalers. Metal Service Centers and Other Metal Merchant Wholesalers. Specialized Freight (except used goods) Trucking, Local.
Baviason Tracking Inc.	Сиррног	420020, 404220, 420010	Local.
Detroit Piping Group Mechanical Contractors Inc.	Construction	238220	Plumbing, Heating and Air Conditioning Contractors (Mechanical piping installations - including plumbing) (DBE)
			Electrical contracting services, which include but not limited to power distribution systems, lighting systems, fire alarm systems, UPS and emergency generators.
			PREQUAL PENDING
		000040	MDOT Vendor #06635
Detroit Power Systems, LLC	Construction	238210	
DiVerse Industrial Solutions, LLC	Construction	238290	Other Building Equipment Contractors: Millwrights
Diagnostic Innovations LLC	Supplier	541512	Computer systems design services. Supplier-Computer hardware and software. MDOT vendor #05346
Diamond Concrete Sawing	Construction	238990	All Other Specialty Trade Contractors: Concrete sawing and drilling, MDOT - Concrete Sawing

DIS	SADVANTAGED B	USINESS ENTERPRISE PROG	RAM MANUAL
Diane Dukes, Inc.	Construction	237310, 561730, 238910	Seeding and sodding only, edge drain, fences. Box culvert (installation only). Landscaping, clearing, grubbing, erosion control structures. MDOT vendor #03293
Digital Innovators Inc	Supplier	561110	Office Administrative Services
DisposALL Waste Services LLC	Other	238910, 562119, 562112, 562111, 532490, 484220	Dirt moving for construction, Specialized Freight (except Used Goods) Trucking, Local, Other Commercial and Industrial Machinery and Equipment Rental and Leasing, Solid Waste Collection, Hazardous Waste Collection, Other Waste Collection
Diverse IT, LLC	Consultant	541511, 541618, 541611, 541519, 541513, 541512	Computer Systems Design Services. Computer Facilities Management Services. Custom Computer Programming Services. Other Computer Related Services. Administrative and General Management Consulting Services. Other Management Consulting Services.
Diversified Workforce Solutions, LLC	Consultant	541611, 611430, 561320, 561110, 541612	Administrative Management and General Management Consulting Services. Human Resources Consulting Services. Office Administrative Services. Temporary Help Services. Professional and Management Development Training.
Dovetail Consulting, Inc	Consultant	541990	All Other professional, scientific and technical services. (Public involvement, transportation planning and safety). MDOT vendor #05267
Draycott Consulting, Inc.	Consultant	541614	Process, Physical Distribution, and Logistics Consulting Services. Transporting dirt for Construction
			Contractors. Interstate and Intrastate general freight transportation with dry van trailers. Intermodal container hauling.
Durango JS LLC	Construction	484110, 484121	MDOT Vendor #08949
E-Squared Engineering	Consultant	425120, 611420, 541618	Consultants - Transportation consulting in intelligent transportation systems (ITS), commercial vehicle operations (CVO), and intermodal freight; evaluations, assessments, program management, concept design, research, training, education and outreach. MDOT vendor #08828

DIS	SADVANTAGED BUSI	NESS ENTERPRISE PROGRA	AM MANUAL
	0 11 1	544000 544040	Communications consultant. Advertising / media, marketing research, and public relations consulting services. MDOT
E. Austell Associates, Inc.	Consultant	541820, 541840	vendor # 05127
EXO Contracting, Inc.	Construction	238910	Hydro Excavation. Waterproofing.
			New Multifamily Housing Construction (except for-sale builders) (DBE/ACDBE) Commercial and Institutional Building Construction (DBE/ACDBE)
			Other Building Finishing Contractors (DBE/ACDBE)
			All Other Specialty Trade Contractors (DBE/ACDBE)
Eagle Specialties LLC	Construction	236116, 337215, 238990, 238390, 238220, 236220	Show, partion, shelving, and locker manufacturing (DBE/ACDBE)
Eaton Construction Company, Inc.	Construction	238910	Concrete sawing and slurry seal. Concrete breaking and cutting construction contractors. MDOT vendor #00859
Ebony Construction Company, Inc.	Construction	237310, 484230, 484220, 484110, 423320, 237990	Highway, Street, and Bridge Construction. Other Heavy and Civil Engineering Construction. Brick, Stone, and Related Construction Material Merchant Wholesaler. General Freight Trucking, Local. Specialized Freight (except Used Goods) Trucking, Local MDOT Codes - Hot Mix Asphalt/Bituminous Paving, Grading, Drainage Structures and Aggregate Construction, Cold Milling
			Professional Services:
			Architect Led Building Design & Drafting & Furniture Merchant Wholesalers
Edwards Group			MDOT Vendor #07177
International, Incorporated	Consultant	541310, 541340	
Floatizall of Ct. Lavia lav	Construction	229440	Poured Concrete Foundation and
Elastizell of St. Louis Inc.	Construction	238110	Structure Contractors
Electrans, LLC	Construction	484110	General Freight Trucking, Local
Elite Professionals, LLC	Other	561320	Temporary Help Services - with installing minor transportation equipment on mass transit vehicles (APC, GPS, security cameras).

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Emerald Global Consulting Inc.	Consultant	541611, 611430, 541618	Administrative Management and General Management Consulting. Other Management Consulting Services. Professional Management Development Training
			Highway, Street, and Bridge Construction, Poured Concrete Foundation and Structure Contractors
Eminent Contracting, LLC	Construction	237310, 238110	MDOT Vendor #07998
Energy Sciences Resources Partners, LLC	Consultant	541350, 561210, 541690, 541611	Other Scientific and Technical Consulting Services, Facilities Support Services, Administrative Management and General Management Consulting Services, Building Inspection Services
Engineering Services, Inc.	Engineering	541330, 541380	Consulting engineers, civil engineering, environmental engineering, land surveying, geotechnical engineering and testing. MDOT vendor #08277
Environmental Testing and Consulting, Inc.	Other	541380, 611430, 541620	Environmental Consulting Services, Testing Laboratories, Professional and Management Development Training
Epic Contractors And Materials L.L.C	Construction	237310, 561720, 327320, 238110	Highway, Street, & Bridge Construction, Poured Concrete Foundation and Structure Contractors, Ready Mix Concrete Manufacturing, Janitorial Services.
			Site Preparation Contractors. Other Heavy and Civil Engineering Construction. General-Fences. Sewers/Watermains. Clearing.
Epic Excavating, Inc.	Construction	237990, 238910	MDOT Vendor # 07743
Epps Public Strategies LLC	Consultant	541611, 561320, 541618	Administrative Management and General Management Consulting services. Other Management Consulting Services. Contract Staffing Services.
	Consultant	341011, 301320, 341010	Landscaping. Site Preparation Contractors.
Evergreen Tree & Restoration Inc.	Construction	238910, 561730	MDOT Vendor #07782
Exact Match Masonry Staining, LLC	Construction	238320, 238390	Painting and Wall Covering Contractors (except roof), Other Building Finishing Contractors
Executive Level Express, LLC	Supplier	423120, 424990, 423990	Motor Vehicle Supplies and New Parts Merchant Wholesalers. Other Miscellaneous Durable Goods Wholesalers. Other Miscellaneous Nondurable Goods Merchant Wholesalers.
LLC	Supplier	423120, 424990, 423990	Wholesalers.

DIS	ADVANTAGED BUSII	NESS ENTERPRISE PROGRA	AM MANUAL
F I M.O			Concrete pavement/patching/widening; Grading/drainage structures/aggregate construction; Misc. concrete items.
F and M Concrete Construction LLC	Construction	237310, 238990, 238110	MDOT Vendor # 07469
FORE LLC	Supplier	423220, 541611, 423450	Administrative Management and General Management Consulting Services. Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers. Home Furnishings Merchant Wholesalers.
Facility Maintenance & Services Group, LLC	Construction	237310, 561720, 238990, 238320, 238160	Janitorial Services (Commercial), Interior Demolition, Post Construction Final Clean, Commercial Pressure Washing, Industrial and Building Maintenance and General Maintenance Brick Cleaning
,,			Building, moving, and demolition. Snow removal, Trucking-heavy construction materials. MDOT vendor # 08902, Grading, Drainage Structures and Aggregate Construction, and Building moving and demolition, Clearing. MDOT
Farrow Group, Inc.	Construction	238910	- Aggregates
			Transport vehicles (specifically for use in the mobility industry) by Semi-Tractor Trailers
First Choice Of Elkhart, Inc.	Other	484220, 484230	MDOT Vendor #07721
		518210 541618 541510	Data Processing, Hosting, and Related Services, Custom Computer Programming Services, Computer Systems Design Services, Computer Facilities, Management Services, Other Computer Related Services, Other Management Consulting Services
Flairsoft Ltd	Other	518210, 541618, 541519, 541513, 541512, 541511	MDOT Vendor #02184
Flatrock LLC DBA Flatrock Bridge Group	Construction	237990, 238120	Other Heavy and Civil Engineering Construction, Structural Steel and Precast Concrete Contractors, MDOT Code: FB - Structural Steel (Erection)
Fort Wayne Contracting,	Construction	227240	Concrete paving, drainage curbs and gutters. MDOT vendor #05274
Inc.	Construction	237310	IVIDOT VEHIOH #U32/4

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Forward Momentum, LLC	Engineering	541320, 541990, 541690, 541620, 541618, 541611, 541330	Landscape Architectural Services*, Bicycle Facilities and Enhancement Design, City/Land Use/Town/Urban Planning, Engineering Services*, Civil Engineering, Administrative Management and General Management Consulting Services, Other Management Consulting Services, Environmental Consulting Services, other Scientific and Technical Consulting Services, All Other Professional, Scientific, and Technical Services*, All Other Professional, Scientific, and Technical Services (excluding Technical Ser
Foursquare Integrated Transportation Planning, Inc.	Consultant	541320, 541614, 541611	Landscape Architectural Services, Administrative Management and General Management Consulting Services, Process, Physical Distribution, and Logistics Consulting Services
Fuel Source LLC	Supplier	324191	Petroleum Lubricating Oil and Grease Manufacturing
GCON Services, LLC	Construction	236220	Commercial and Institutional Building Construction
GNC Consulting INC.	Consultant	518210, 541519, 541511	Custom Computer Programming Services, Data Processing, hosting and related services.
GSHA Quality Services	Consultant	541611, 611430, 561990, 561499, 541690, 541614	Administrative Management and General Management Consulting Services, Professional and Management Development Training, Process, Physical Distribution, and Logistics Consulting Services, Other Scientific and Technical Consulting Services, All Other Support Services, All Other Business Support Services
GSS Engineering Services			Consultant - Management & Training. Temporary Help - Project Management on Transportation & Road modifications and Analysis of Technical Data concerning what types of engineering or test data are required to solve a specific problem.
P.L.L.C	Engineering	541330	MDOT Vendor #07089
			Truck hauling of aggregate materials. MDOT vendor #05692
GWB Transport Inc	Construction	484220	Additional contact info in DBE file
Gallop Corporation	Consultant	541330, 541690, 541519	To provide Engineering Services and other computer related services. Also to provide other scientific and technical consulting services.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Gayanga Co.	Construction	236115, 562910, 541620, 484220, 238910, 237310, 237110, 236118	Site Preparation Contractors, Water and Sewer Line and Related Structures Construction, Residential Remodelers, Highway, Street and Bridge Construction, New Single-Family Housing Construction (except For-Sale Builders), Remediation Services, MDOT Codes - Trucking Heavy Construction Materials. Specialized Freight, Environmental Consulting Services. MDOT Codes - Grading, Drainage Structures and Aggregate Construction, Building/Moving Demolition and other Incidental Construction, Seeding, Sodding
			Engineering Services
George Properties &	Construction	236220, 238910, 238350, 238330, 238320, 238310, 238220, 238210, 238160,	MDOT Vendor # 07310 Construction management, commercial and institutional building. Electrical Contractors and Other Wiring Installation Contractors, Plumbing, Heating, and Air-Conditioning Contractors, Masonry Contractors, Painting and Wall Covering Contractors, Finish Carpentry Contractors, Roofing Contractors, Framing Contractors, Drywall and Insulation Contractors, Flooring Contractors, Site Preparation Contractors
Investments, Inc.	Construction	238140, 238130	MDOT Vendor #06621
Gil Berry Associates	Consultant	238160, 611699, 541690, 541620, 541614, 541611, 541370, 531390, 444180, 423430, 423330, 423320, 423310, 238310	Roofing Cont., Drywall & Insult. Cont. Lumber, Plywood, Millwork, & Wood Panel Merch. Wholesalers, Brick, Stone, & Related Construct. Mat. Merch. Wholesalers, Roofing, Siding, & Insulation Mat. Merch Wholesalers, Comp. & Comp. Periph. Equip. Software Merch. Wholesalers, Other Blding. Mat. Dealers, Other Act. Related to Real Estate, Surveying & Mapping (except Geophysical), Admin. Mgmt. & Gen. Mgmt., Process, Phys. Distrib., & Log. Consult. Serv., Environ., Other Sci. & Tech. Consult. Svc.,
Gipson Brothers Trucking, Inc.	Construction	238910, 561730, 484110	Trucking/hauling of construction and other materials. Clearing and grubbing. MDOT vendor #02659
Global Environmental Engineering Company LLC dba Global Treatment Solutions	Construction	221310, 562910	Remediation Services. Water Supply and Irrigation Systems. Remediation Services
Global Solutions Group, INC	Other	541512, 541611	Custom Computer Programming and Computer Design.

DIS	SADVANTAGED BUSIN	NESS ENTERPRISE PROGRA	AM MANUAL
Green Earth Materials LLC	Supplier	212321, 561730, 423930, 423320, 238910	Construction Sand and Gravel Mining. Site Preparation Contractors. Brick, Stone, and Related Construction Material Merchant Wholesaler. Other Construction Material Merchant Wholesaler Recyclable Material Merchant Wholesaler. Landscaping Services. Aggregate Suppl. Construction, Epoxy, Sealants, and Other Coatings. Concrete Block Pipe and Other Structures.
Green Earth Transportation Service	Supplier	423320, 484230, 484220	Specialized Freight (except Used Goods) Trucking, Local. Specialized Freight (except Used Goods) Trucking, Long Distance. Brick, Stone, and Related Construction Material Merchant Wholesalers. Heavy Construction Trucking.
Guytec Steel Inc.	Supplier	238120, 332312, 238390	Structural Steel and Precast Concrete Contractors. Other Building Finishing Contractors. Fabricated Structural Metal Manufacturing.
H2A Architects Inc	Other	541310, 541410, 541340, 541320	Architectural Services, Landscape Architectural Services. Drafting Services, and Interior Design Services
HANNAH CORPORATION	Other	541922	Hannah Corporation does pre and post construction photography, construction progress photography and construction time-lapse photography.
HR Consultants, Inc.	Consultant	541214, 611430, 561110, 541612, 541611	Human Resources Consulting Services. Office Administrative Services. Professional and Management Development Training. Administrative Management and General Management Consulting Services. Payroll Services.
HRV Conformance Verification Associates, Inc.	Construction	236220, 541990, 237990, 237310, 237130	Highway and Bridge Construction - Construction Inspection. Other Highway and Civil Engineering Construction - Construction Inspection. Commercial and Institutional Building Construction - Construction Inspection. Power and Communication Line and Related Structures Construction - Construction Inspection. All Other Professional Scientific and Technical Services - Materials Testing/Quality Assurance. MDOT Vendor #07917
HUdson & Associates, LLC	Consultant	237310, 812930, 561990, 541820, 541611	performs nationally as an infrastructure and transportation firm that specializes in operations and program management services for SMART Parking Systems to municipalities nationally. A Transportation firm our staffs wealth of experience extends to multiple disciplines with program and construction management, planning, public engagement and public relations.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Hard Rock Sawing & Drilling Specialist	Construction	238990	Sawing, cutting and coring concrete and asphalt
			Commercial & Institutional Building Construction
			Building Inspection Services (
			All Other Professional, Scientific and Technical Services,
Hattin Construction		000000 544000 544040	Administration Management & General Management Consulting Services
Hattin Construction Management Inc.	Construction	236220, 541990, 541618, 541611, 541350	Other Management Consulting Services
Hayhoe Asphalt Paving LLC	Construction,Other	237310, 238910	Highway, Road, and Bridge Construction, Site Preparation Contractors
			Trucking Heavy Construction Materials
			Snow Removal & Road Construction Cleanup. Aggregates Supplier.
Haynes Enterprise	Construction	484220	MDOT Vendor # 06478
			Water and Sewer Line and Related Structures Construction, Highway, Street, and Bridge Construction, Engineering Services, Surveying and Mapping Services, Testing Laboratories. MDOT - Construction Engineering: Assistance,
Hennessey Engineers, Inc.	Consultant	237110, 541380, 541330, 237310	Construction Engineering: Roadway, Construction Engineering: Roadway - Local Agency Program, Construction Inspection: Roadway, Construction Inspection: Roadway, Construction Inspection: Traffic and Safety, Construction Services: Office Technician, Construction.
Figuresis, me.	Conocitant	207010	redifficially, defict details.
Henri Creative	Consultant	518210, 541922, 541850, 541810, 541511, 541430	Graphic Design Services, Advertising Agencies, Indoor and Outdoor Display Advertising, Commercial Photography, Custom Computer Programming Services, Computer Infrastructure Provider, Data Processing, Web Hosting and Related Services
			Electrical Contractors and Other wiring installation contractors
Hirst Electric Co.	Construction	238210	MDOT Vendor #05561
INTOTO OL II I I O			InToto Studio LLC provides design, CaDD and modeling architectural drafting services, interior and graphic
INTOTO Studio LLC	Engineering	541340, 541410	design services for it's clients.

DIS	ADVANTAGED BUSI	NESS ENTERPRISE PROGRA	AM MANUAL
IPAK Inc.	Supplier	323111, 541614, 493110, 423490	Commercial Printing (Except Screen and Books). Other Professional Equipment and Supplies Merchant Wholesalers. General Warehousing and Storage. Process, Physical Distribution, and Logistics Consulting Service.
InVerve Marketing, Inc.	Consultant	541613, 541820	Full service advertising agency integrating marketing, public relations, media buying, web design, communications and media management.
InVision Smart Window LLC	Supplier	238150, 327215, 327211	Invision Smart Window (Isw) Lic is a Specialty Contractor that serves the Salt Lake City, UT area and specializes in Paving and Surfacing, Landscaping, Irrigation.
Infrastructure Design & Construction Group LLC	Construction	541330	Engineering Services
Infrastructure Engineering,	Engineering	541330	Engineering Services. Design-Bridge, Design-Roadway, Design-Roadway: Complex, Design-Roadways: Intermediate. Construction Inspection: HMA Pavement. Construction Engineering: Roadway. Design Utilities: Municipal
Insight Transportation	Conquitant	405444 544640 544644	Mixed Mode Transit Systems, process, physical distribution, Logistics Consulting Services, and other
Consulting Inc. Intellectual Concepts, LLC	Consultant	485111, 541618, 541614 541511, 561110, 541690, 541618, 541611, 541519, 541512	To provide technology services (cyber security, application software development, etc) and business process re-engineering.
Intellibee Inc.	Other	513210, 561320, 541519, 541512, 541511, 518210	Applications development and publishing, application hosting, custom computer programming services, computer systems design services, other computer related services, outplacement consulting services
Interactive Elements Incorporated	Consultant	236220, 541990, 541820, 541350, 485119, 485113	Commercial and Institutional Building Construction. Bus and Other Motor Vehicle Transit. Other Urban Transit Systems. Building Inspection Services. Public Relations Agencies. All Other Professional, Scientific, and Technical Services.
Interstate Steel Sales, Inc.	Supplier	423510	Structural steel and precaste concrete, and specialty contractors
Intueor Consulting, Inc	Other	541330, 541618, 541611, 541519, 541512, 541511	Information Technology & Management Transportation Planning & Engineering

DIS	ADVANTAGED BUSI	NESS ENTERPRISE PROGRA	AM MANUAL
			General Contractor
J Perez Construction, Inc	Construction	236220	MDOT Vendor #06401
J-Tec Metal Products, Inc	Other	332322	Sheet metal fabrication of cabinets, doors, chasis and brackets; Finish Carpentry Contractors
J. Perez Associates, Inc.	Consultant	541850, 541870	Outdoor advertising installation and maintenance
			Trucking/hauling construction and other materials.
J.M.D. Contracting, Inc.	Construction	484110	Broker: Gravel and Sand. MDOT vendor #08508
JAJ Concrete & More, LLC	Construction	238110	Poured Concrete Foundation and Structure Contractors
		227240 504720 222040	Poured concrete foundation and structure contractors (catch basins, floodwalls, fastings), landscaping services.
JB Contractors, Inc.	Construction	237310, 561730, 238910, 238110	MDOT Vendor #07228
JC Machine Works Corp	Construction	237310, 238990	Highway, Street, and Bridge Construction, Structural Steel and Precast Concrete Contractors, All Other Specialty Trade Contractors
			Sale, re-sale and embroidery of uniforms.
JCM & Associates, Inc	Other	315990	MDOT Vendor # 07359
			541611- Administrative & General MGT; Construction Management (DBE/ACDBE)
			561720-Janitorial Services (DBE/ACDBE)
			561730-Landscaping Services (DBE/ACDBE)
			238990- Other Specialty Trade Contractors (DBE/ACDBE)
IDEO W W		007000 54404	236220-Commercial and Institutional Building Construction (DBE/ACDBE)
JDE Consulting LLC	Construction	237990, 541611	
JE Jordan Landscaping Inc.	Construction	561730	Landscaping Services
JIMA STUDIO PLLC	Consultant	541320	Landscaping Architectural Services.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
		400000 400440 404050	Metal Service Centers and Other Metal Merchant Wholesalers, Roofing, Siding, and Insulation Material Merchant Wholesalers, Other Construction Material Merchant Wholesalers, Brick, Stone, and Related Construction Material Merchant Wholesalers, Paint, Varnish, & Supplies Merchant Wholesalers, General Warehousing and Storage, Construction, Epoxy, Sealants & other Coatings, Paint, Tape & Other Construction Marking Materials, Plastic & Foam Construction Products, Concrete Additives & Treatments, Steel Products
JISI Group LLC	Supplier	423320, 493110, 424950, 423510, 423390, 423330	MDOT Vendor # 07856 Commercial and Institutional Building Construction New Single Family Housing Construction (Except For-Sale Builders) New Multifamily Housing Construction
JKB & Associates	Construction	236115, 236220, 236118, 236117, 236116	(Except For-Sale Builders) New Housing For-Sale Builders Residential Remodelers MDOT Vendor #07851
			Other Heavy and Civil Engineering Construction, Transportation Equipment and Supplies (except Motor Vehicle) Merchant
JPCO, Inc.	Construction	237990, 423860	Wholesalers
JRED Engineering, Inc.	Engineering	541330	Engineering Services (Electrical and Mechanical) (DBE)
JTM Concepts, Inc.	Other	541430, 611430, 561410, 541511	Printing, printers and publishers. MDOT vendor #08395
Jacobs Gate & Associates, LLC	Consultant	541330, 541611	Building Inspections and demolition services. Administrative Management and General Management Consulting Services. MDOT vendor #05799 Land clearing and general excavating and development -road construction, underground utilities including storm sewer, municpal water, and sewer, trucking, low boy and dump trailers, site restoration, demolition, construction of concrete, wood and rip-rap retaining
Jave, Inc	Construction	238910, 484110	walls, wetland stablization and restoration and sensitive area infa structure-bridges, walkways & box culverts MDOT Vendor # 06858

DIS	ADVANTAGED BUSI	NESS ENTERPRISE PROGRA	AM MANUAL
John Henry Excavating, Inc.	Construction	238910	Grading/Drainage Structures/Aggregate Construction, Bridges and Special Structures, Building Moving/Demolition, Seeding/Sodding/Turf Establishment, Misc. Concrete Items, Sewers/Watermains, Tunneling and Jacking, Clearing, Trucking Heavy Construction Materials. MDOT vendor # 01597
			Excavation and General Construction
John W. Potter, Inc	Construction	236220, 238910	MDOT Vendor # 06534
Jorgensen Steel Machining and Fabrication, Inc.	Construction	332312, 332710, 332323, 332322, 332313	Fabricated Structural Metal Manufacturing, Plate Work Manufacturing, Sheet Metal Work Manufacturing, Ornamental and Architectural Metal Work Manufacturing, Machine Shops. MDOT - Steel Products Supplier
Journey Mobility LLC	Consultant	541611	Firm provides transportation and city planning consulting assistance to public, private, and institutional clients. They are multimodal planners and have three areas of focus: 1) Transportation Demand Management, 2) Transit Service Planning, and 3) Planner-Led Engagement Services.
			Appraisal services; real estate
Judeh & Associates, Inc.	Consultant	531320	MDOT Vendor #06336
			Wholesaler/Broker of electrical supplies, that include supply of electrical materials (wiring supplies, light fixtures, light bulbs, and/or electrical power equipment for generation, transmission, distribution or control of electric energy, etc.).
Junec Enterprises LLC	Other	423610	MDOT Vendor # 07699
K & S Engineers, Inc.	Engineering	237990, 541380, 541330	Geotechnical and environmental consulting, materials testing, and soil boring. MDOT vendor #08386
K&D Consulting	Consultant	541611	Administrative Management and General Management Consulting Services.
KE Human Resource Consulting LLC	Consultant	541612	Human Resource Consulting Services (DBE)
KLI, Incorporated	Supplier	334418, 334419	Manufacturer and assembly of electronic components (cables, wiring harnesses, p.c. boards) and mechanical assemblies.
KS Goins & Associates, LLC	Consultant	541611, 611430, 541612	Administrative Management and General Management Consulting Services. Human Resources Consulting Services. Professional and Management Development Training.

DIS	SADVANTAGED BUSIN	NESS ENTERPRISE PROGRA	AM MANUAL
KSO Metalfab, Inc	Other	332312, 333120, 332999, 332996	Precision metal fabrication, prototype design and assembly
Kalel's Drywall LLC.	Construction	236115, 238310	Construction of Buildings subsector comprises establishments primarily responsible for the construction of buildings. The work performed may include new work, additions, alterations, or maintenance and repairs. The on-site assembly of precut, panelized, and prefabricated buildings and construction of temporary buildings are included in this subsector. Part or all of the production work for which the establishments in this subsector have responsibility may be subcontracted to other construction.
Kelly McNutt Consulting, LLC, DBA KMC, KMC Construction Consulting	Consultant	237310, 541990, 541614, 541330, 237990	Construction management, highway, road, street, and bridge, Construction management, marine structure, Construction engineering services, Logistics and integrated supply chain management, consulting services, Construction estimation services
Ken Weeden and Associates, Inc.	Consultant	541611, 541618	Administrative Management and General Management Consulting, Other Management Consulting General construction contractors
			Construction Management
Keo and Associates, Inc.	Construction	236220, 541330, 541310	Architecture/Engineering services
Keselmore, LLC	Consultant	541618	Consulting, Public School Health Administration Program, Medicaid Services Reimbursement Coordination.
Knowledge Architects, LLC	Consultant	541511, 611430, 611420, 541614, 541611, 541512	Computer Systems Design Services, Administrative Management and General Management Consulting Services, Process, Physical Distribution and Logistics Consulting Services, Computer Training, Professional and Management Development Training, Custom Computer Programming Services
Kristine Fallon Associates, Inc.	Consultant	518210, 611420, 541618, 541519, 541513, 541512, 541511	Custom Computer Programming Services. Computer Systems Design Services. Other Computer Related Services. Data Processing, Hosting, and Related Services. Computer Facilities Management Services. Other Management Consulting Services. Computer Training (except repair).
L & O Construction LLC	Construction	237310, 238990	Highway, Street, and Bridge Construction, All Other Specialty Trade Contractors, MDOT - Miscellaneous Concrete Items

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
L R N Enterprises, LLC	Consultant	518210, 611420, 541611, 541519, 541513, 541512	Data Processing, Hosting, and Related Services, Computer Systems Design Services, Computer Facilities Management Services, Other Computer Related Services, Administrative Management and General, Computer Training
			Management Consulting, Human
LENS CONSULTING FIRM,	Consultant	541611, 624310, 611710, 611430, 541618, 541612	Resources Consulting, Services Professional and Management Development Training, Educational Support and Vocational Rehabilitation Services
LJ's Cleaning Solutions, LLC	Other	325612, 812990, 811192, 811121, 561790, 561740, 561720, 541614, 488999, 488490, 424690, 423850	Janitorial Services, Floor Care. Carpet & Tile Cleaning Porttering Services, Pressure Washing, High Rise Window Cleaning, Parking Lot Clean / Sweeping, Construction Final Clean, Event Cleaning, Model Home Cleaning and Restaurant Service/Cleaning
			Consulting Engineers-Inspection, Testing, Construction Engineering, Design & Related Heavy Highway work.
LS Engineering, Inc.	Engineering	541330	MDOT vendor #08378. MDOT Code: Construction Testing: HMA Assistance
LaFemina Trucking Inc	Construction	484220	Trucking heavy construction material, Dump trucking gravel, sand, top soil, MDOT Vendor # 07607. MDOT - Aggregates Suppliers
			Acquition Services, Row Estimates
Land Matters, LLC	Consultant	531320, 531390	MDOT Vendor #06399
LandUse/USA	Consultant	531390	Other Activities Related to Real Estate - Residential and Commercial Market Analysis.
Landry Consulting LLC	Consultant	541614, 541690	Other Scientific and Technical Consulting Services. Process, Physical Distribution, and Logistics Consulting Services
	Conquitant		All Other Professional, Scientific, and
Laurel Group, LLC Lawhon & Associates, Inc.	Consultant	541990 541370, 562910, 541720, 541690, 541620	Environmental Consulting Services, Surveying & Mapping Services (except for Geophysical), Other Scientific & Technical Consulting Services, Research and Development in the Social Sciences and Humanities, Remediation Services,

DIS	ADVANTAGED BU	SINESS ENTERPRISE PROG	RAM MANUAL
Leading Edge Business Solutions, LLC	Consultant	541611	Administrative Management and General Management Consulting Services.
Legacy Concrete, LLC	Construction	237310	Concrete Paving
Lobrien Enterprises, L.T.	Consultant	541611, 541820, 541614	Administrative Management and General Management Consulting Services, Public Relations Agencies, Process, Physical Distribution and Logistics Consulting Services.
Lois Kay Contracting Company	Construction	237310, 238990	Highway and street construction. Concrete contractor. MDOT vendor #00745
Loomis Redi Mix Concrete	Supplier	327320, 484220	Redi-Mix Concrete Manufacturing, Specialized Freight Trucking, Local, Aggregates, Trucking Heavy Construction Materials
220	Саррног	027023, 767220	Construction Materials
Lovio-George, Inc.	Consultant	541820	Advertising/media, marketing research, and public relations. MDOT vendor #08554
Lucky Consulting Group	Construction	541611, 561320, 541618, 541613	Administrative Management and General Management Consulting Services, Marketing Consulting Services, Other Management Consulting Services, Temporary Help Services Landscaping services.
Lucy's Lawn Care and Snow Removal Corporation	Construction,Other	561730	MDOT Vendor # 06698
Luella LLC	Supplier	532412	Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing
Lumenor Consulting Group, Inc.	Consultant	541360, 611420, 541614, 541519, 541511	Business and technology consulting services. Geophysical Surveying and Mapping Services. MDOT Vendor #07649
Luminaire Electrical Corporation	Construction	238210	Electrical Contractors and Other Wiring Installation Contractors
LydRivCommunications.co	Consultant	541613, 541820	Marketing Consulting Services, Public Relations Agencies
M & K Construction Supply,			Agents and Brokers, durable and nodurable goods, wholesale trade. Trucking Heavy Construction Materials and Aggregates Supplier.
LLC	Construction	484110	MDOT vendor #05780
M Davis and Company, Inc	Consultant	541910, 561422	Marketing Research and Public Opinion Polling. Telemarketing Bureaus and Other Contact Centers.

DIS	ADVANTAGED B	JSINESS ENTERPRISE PROG	RAM MANUAL
M3 Engineering Group PC	Engineering	541330	Civil and Environmental Engineering
MAP INFRA GROUP L.L.C.	Construction	237990	Other Heavy and Civil Engineering Construction
MASS TRANSIT PRODUCTS, CORP.	Supplier	336510, 493110, 425120, 423860	Railroad Rolling Stock Manufacturing. Transport Equipment and Supplies (except Moter Vehicle) Merchant Wholesalers. Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers. Wholesale Trade Agents and Brokers. General Warehousing and Storage.
MELTAR Supply LLC	Supplier	423220, 444180, 425120, 423860, 423840, 423830, 423720, 423610, 423510, 423390, 423330, 423310	Materials Supplier MLW ROCKS LLC has developed a
			Aggregate Trucking service which has the following specifications: To assist and facilitate the transportation of any aggregate, debris, dirt, concrete or waste matter
MLW ROCKS LLC dba MB trucking	Construction	484220	from start to finish. ACDBE certified as well
Magee Leadership Solutions, Inc.	Consultant	541611, 541990, 541614, 541612	Administrative Management Consulting, Human Resources Consulting, Logistics and integrated supply chain management, & all other Professional, Scientific, and Technical Services.
Malazzali Oznatovativa 0			Other foundation, structure, and building exterior contractors - \$15.0M. Site Preparation Contractors - \$15.0M.
Makaveli Construction & Associates, Inc.	Construction	237310, 238910, 238190	MDOT Vendor #02035
Mallory Bridge Construction LLC	Construction	237310	Highway, Street and Bridge Construction
Marathon Reprographics Inc. dba MySmartPlans	Consultant	323111, 611420, 561439, 541512, 541511	Commercial Printing (except Screen and Books), Custom Computer Programming Services, Computer Systems Design Services, Other Business Service Centers (including Copy Shops), Computer Training
Marine City Nursery Co.	Construction	111421, 561730	Nursery and Tree Production, Landscaping Services. MDOT - Landscaping, Seeding and Sodding
Mario L. Morrow and Associates	Consultant	541820, 541840	Public Relations & Media Relations.

DIS	SADVANTAGED B	USINESS ENTERPRISE PROG	RAM MANUAL
Marshall Concrete, Inc	Construction	237310, 238110	Highway, Street, and Bridge Construction, MDOT Vendor # 06337, Concrete Pavement - patching/widening, misc. concrete items Concrete construction. Miscellaneous concrete items. Concrete pavement
Martin J. Concrete, Inc	Construction	237310, 238110	patching and widening. MDOT vendor #04094 Trucking/hauling of construction and other materials. Asphalt & Petroleum Products supplier
Martin Trucking, Inc.	Construction	324110, 484220, 423320	MDOT vendor #03372
Martinez Concrete LLC	Construction	238990	All Other Specialty Trade Contractors. Other Misc. Durable Goods Merch. Wholesalers, Paint, Varnish, & Supplies Merch. Wholesalers Elect. Apparatus & Equip., Wiring Supplies, & Related Equip. Merch. Wholesalers, Metal Serv. Centers. & Other Metal Merch. Wholesalers, Medical, Dental, & Hosp.
Master Enterprises, Inc	Supplier	334290, 561990, 425120, 424950, 423990, 423840, 423610, 423510, 423450, 423390, 423210	Equip. & Supplies Merch. Wholesalers, Other Construction Material Merchant Wholesalers, Wholesale Trade Agents & Brokers, & Indust. Supplies Merch. Wholesalers, All Other Support Services, Furn. Merch. Wholesalers, Other Comm. Equip. Manufacturing
Matten Landscaping Lawn			Residential and commercial landscaping and snow removal
& Snow Mavo Systems Concrete Sawing Services, Inc.	Other Construction	237110, 238990, 238910, 237310	MDOT Vendor #07785 Water and Sewer Line and Related Structures Construction, Highway, Street, and Bridge Construction, Site Preparation Contractors, All Other Specialty Trade Contractors Security alarm systems sales combined with installation, repair, or monitoring services.
Maximized Security Systems, LLC	Consultant	561621	MDOT vendor #08556
McGuiness Unlimited, Inc	Engineering	541310, 541330	Architectural and Engineering Services.
McIver Industrial Safety Consultants LLC	Consultant	541611, 611430	Professional onsite safety supervision for construction, environmental and energy job sites; enforcement of health and safety protocols; create and enforce corporate and MIOSHA safety standards and safety plans.

DIS	ADVANTAGED BUSII	NESS ENTERPRISE PROGRA	AM MANUAL
			Electrical Contractor -Commercial, Residential, Small Industrial and Site Lighting
McKerchie Enterprises, Inc.	Construction	238210	MDOT Vendor # 06643
Medina Resources Group,		238110, 238990, 238910, 238390, 238320, 238190,	Poured Concrete Foundation and Structure Contractors. Structural Steel and Precast Concrete Contractors. Other Foundation, Structure, and Building Exterior Contractors - Building forms for poured concrete. Other Building Finishing Contractors - Waterproofing. Site Preparation Contractors. All Other Specialty Contractors. Painting and wall covering contractors. Grading/Drainage Struct/Aggreg. Const.
LLC	Construction	238120	MDOT Vendor # 07902
Mel's Crane and Rigging, LLC	Construction	238290, 238990	All Other Specialty Trade Contractors. Other Building Equipment Contractors. Crane rental with operator.
Metro Strategies, Inc.	Consultant	541611, 541840, 541820	Work development, community outreach/relatons and training.
Michigan Highway Contracting, Inc.	Construction	561730	Grading, drainage structures and aggregate construction, clearing, landscaping, and seeding and sodding/turf establishment. MDOT vendor #08388
Midway Structural Pipe and		332312, 423510, 332999,	Metal Service Centers and Other Metal Merchant Wholesalers. Fabricated Structural Metal Manufacturing. Ornamental and Architectural Metal Work Manufacturing. All Other Miscellaneous Fabricated Metal Product Manufacturing. MDOT Vendor #07995
Supply, Inc.	Supplier	332323	
Midwest Select Contracting LLC	Consultant	541320, 541690	Environmental Consulting Services. Other Scientific and Technical Consulting Services.
Mika Construction & Transportation LLC	Construction	484220	Specialized Freight (except Used Goods) Trucking, Local. Trucking Heavy Construction Materials
Mindboard, Inc.	Consultant	541511, 541613, 541612, 541519, 541512	Computer Software Analysis and Design Services, Custom, Computer Systems Design Consulting Services, Human Resources Consulting Services, Marketing Consulting Services, New Product Consulting Services, Software Installation Services, Computer

DIS	ADVANTAGED BUSI	NESS ENTERPRISE PROGE	RAM MANUAL
Modern Fire and Security Systems, Inc.	Other	236210, 561621, 561210, 238910, 238320, 238130, 238110, 236220	Industrial Building Construction; Commercial and Institutional Building Construction; Framing Contractors; Painting and Wall Covering Contractors; Site Preparation Contractors; Facilities Support Services; Security Systems Services (except Locksmiths). Poured Concrete and Foundations Structure Contractors. MDOT vendor #08564
Moe Transportation	Other	485991, 485999	Non Emergency Medical Transportation and Limo Transportation
Moss Construction			Mass land balance, grading, road and earth excavation, site and building demolition, underground utility installation for water distribution, storm drainage, and sanitary sewerage systems.
Company, Inc	Construction	237110, 238910, 237310	MDOT Vendor # 06521
			Fabricated Steel Manufacturing
Munster Steel Co Inc	Supplier	332312	MDOT Vendor #06087
			Land Surveying, Civil Engineering
Muxlow Surveying Services, LLC	Other	541370	MDOT Vendor # 03774
N & J Trucking, Inc.	Construction,Trucking	484220	Trucking Heavy Construction Materials. MDOT Vendor # 08851
NUWFORM, LLC	Consultant	541340, 541410	Drafting Services, Interior Design Services
Nail-Rite Construction Company, Inc.	Construction	236115, 531311, 238310, 236220, 236210, 236118	Remodeling and Renovation, Residential Housing. Residential Construction, Single Family. Commercial Building Construction. Addition, Alteration and Renovation of Industrial Building (except warehouse). Residential Real Estate Property Management. Drywall Contractors.
Nashville Construction Company	Construction	237310, 484110, 238910, 238390	Highway and street construction. Seeding, sodding, sewers, watermains & guardrails. MDOT vendor #01501
N. C. 15			Remediation Services
National Environmental Group, L.L.C.	Construction	562910	MDOT Vendor #07508
National Painting Contractors (MBE) LLC	Construction	238320	Painting and Wall Covering Contractors

DIS	ADVANTAGED B	USINESS ENTERPRISE PROG	RAM MANUAL
Nexus AEC, LLC dba Titan AEC	Consultant	541340, 611420, 541513, 541512, 541511	Professional consulting firm providing services for building information modeling (BIM), virtual design & construction (VDC), LiDAR geographical information systems (GIS), project management, program management, and staff augmentation
Niles Construction Services, Inc.	Construction	238320	Painting and Wall Covering Contractors.
Niti Systems Consultants Inc	Consultant	111110, 611420, 541613, 541611, 541519, 541512, 541511	Customer computer programming services, computer systems design services, other computer related services, administrative management and general, management consulting services, marketing consulting services and computer training
Nora Contracting LLC	Construction	236220, 238390, 238350, 238320, 238310, 238190	Commercial and Institutional Building Construction, Drywall and Insulation Contractors, Painting and Wall Covering Contractors, Finish Carpentry Contractors, other Building Finishing Contractors, Other Foundation, Structure, and Building Exterior Contractors
			Trucking/hauling and placing of crushed concrete products and other materials. Grading, drainage structures and aggregate construction supplier.
North American Excavating and Trucking Co., Inc.	Construction	212321, 484220	MDOT vendor #08585
-			Water Supply and Irrigation Systems, Water and Sewer Line and Related Structures Construction, Land Subdivision, Highway, Street, and Bridge Construction
Northstar Contracting Inc	Construction	221310, 237310, 237210, 237110	MDOT Vendor #02154
On Site Safety Solutions	Construction	237110	Other Scientific and Technical
LLC	Supplier	541690	Consulting Services Landscaping, Snow Removal, Pressure Washing.
One Stop Property Maintenance, LLC	Other	561730, 561790	MDOT Vendor #06428
		541380, 541990, 541618,	Administrative Management. Testing Laboratories: Filed Testing Services. All Other Professional, Scientific, and Technical Services. Other Management Consulting Services.
Onyx Enterprise, Inc.	Consultant	541611	MDOT Vendor #07249
OutDo Wit Consulting Group, LLC	Consultant	541611, 541614	Administrative Management and General Management Consulting Services, Process, Physical Distribution and Logistics Consulting Services

DIS	SADVANTAGED BUSI	NESS ENTERPRISE PROGRA	AM MANUAL
P3 INFRASTRUCTURE, INC.	Supplier	325510	Paint and Coating Manufacturing
PACO Group, Inc.	Consultant,Other	541330, 561320, 561110, 541618, 541611	Project, program and construction management support services.
PAP Consulting Services, LLC	Consultant	236118, 541611, 236220	Residential Remodelers, Commercial & Institutional Building Construction, Administrative Management and General Management Consulting
PBA Companies	Supplier	423860, 561720	Janitorial Services, Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers. MDOT Work Classification Code(s): Road Signs, Markers & Barricades
PEMCCO, Inc.	Engineering	541512, 611420, 541611, 541513	Engineering management and installation company, electrical contractor, wired telecommunications carrier, programming services, computer systems design services, computer facilities management, and computer and office machine maintenance and repair services.
POSHNFIT LLC dba TNPJ Distribution LLC	Supplier	323113, 541330, 531210, 458110, 423450, 325611	Hand Sanitizer, Antibacterial Hand Soap, Face Shields, Mask supplier Screen printing apparel and textile products (e.g., caps, napkins, placemats, T-shirts, towels) (except grey goods)
Paige Construction Inc	Construction	236220, 562910, 562111, 541620, 541611, 238910, 238310, 238110	Specializing in consulting , project management, transportation, solid waste, liquid waste, asbestos & lead abatement, mold remediation, demolition and hazardous waste removal, coatings, insulation, painting, mechanical and innovative solutions in design tooling to providespecialty services for industrial, commercial, automotive, educational, and healthcare. Human Resources Consulting Services, Administrative Management and General Management Consulting Services
Partners In Action, Inc	Other	541611, 541612	MDOT Vendor #02175 Other Accounting Services. All Other
Pilot Management Group, LLC	Consultant	541199, 541613, 541611, 541219	Legal Services. Administrative Management and General Consulting Services. Marketing Consulting Services.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Planning Communities, LLC	Consultant	541360, 541990, 541930, 541720, 541690, 541620, 541618, 541611	Geophysical Surveying and Mapping Services. Administrative Management and General Management Consulting. Other Management Consulting Services. Environmental Consulting Services. Other scientific and Technical Consulting Services. Research and Development in the Social Sciences and Humanities. Translation and Interpretation Services. All Other Professional, Scientific, and Technical Services.
Plonaco	Consultant	541219, 561110, 541613, 541612, 541611	Administrative management, cost and budget forecasting, general management services
Pontiac Drywall Systems	Construction	236118, 238320, 238310, 238130, 236220, 236210	Construction - install drywalls, structural stud framing, therman & acoustical insulation, installation of doors, frames and hardware, interior core and metal framing for drywall finishes.
Desitive Energy II C	Construction	237990	Other Heavy and Civil Engineering Construction, Horizontal Drilling (e.g. Cable, Pipeline, Sewer Installation) MDOT Codes: Trucking heavy construction materials, Tunneling and
Positive Energy LLC Precision Task Group Inc	Construction	423430, 561320, 541519, 541511	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers, Computer equipment stores, Computer programming services, Other Computer Related Services, Temporary staffing services. The new code 449210 was not located in current list when certifying - (443142)
			Consulting, Environmental Services
Primodal US Incorporated	Consultant	541620	MDOT Vendor #06881 236220-Construction & Industrial
			Building Construction (DBE/ACDBE) 541614-Process, Physical Distribution & Logistics Consulting Services (DBE/ACDBE)
			541611-Administrative Management & General Management Consulting Services (DBE/ACDBE)
			561210-Facilities (except computer operations) Support Services (DBE/ACDBE)
Professional Construction & Consultant's INC.	Construction	236220	561720-Janitorial Services (Custodial Services) (DBE/ACDBE)

DIS	ADVANTAGED BUSIN	NESS ENTERPRISE PROGRA	AM MANUAL
Progress Company	Construction	238320	Waterproofing; Bridge deck repair. MDOT vendor #00252, Ea - Grading, Drainage Structures and Aggregate Construction - Statewide
R & E Midwest Sales Inc	Construction	237310, 238390	Highway street and bride construstion, and other building finishing contractors NAICS Code 8: 541340
R.M Chin & Associates, Inc.	Construction	237110, 541350, 541330, 541310, 237990, 237310, 237130	Engineering Services and Consulting; Construction inspection services; Professional Design
RJ & D Services LLC	Other Consultant,Other	237310, 561311, 541614, 488210, 425120, 423690, 336390, 336320, 335929, 334290, 334220, 332321	Janitorial Services Metal Window and Door Manufacturing. Other Communication and Energy Wire Manufacturing. Process, Physical, Distribution, and Logistics Consulting Services. Highway Bridge and Street Construction. Electrical Contractors and Other Wiring Installation Contractors. Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing. Other Communications Equipment Manufacturing. Motor Vehicle Electrical and Electronic Equipment Manufacturing. Other Motor Vehicle Parts
RLS & Associates, Inc.	Consultant	541618	Consultants-mangement training, public transportation, research & development. Business consulting services. MDOT vendor #08562
RagStar Contr, LLC	Construction	236118, 561790, 238390, 238320, 238310, 238130	Residential Remodelers. Framing Contractors. Drywall and Insulation Contractors. Painting and Wall Covering Contractors. Other Building Finishing Contractors. Other Services to Buildings and Dwellings.
Reagan Mechanical LLC	Other	238990	Process Piping, Sheet Metal, Temperature Controls, HVAC Services
Redford Cement Co	Construction	238990	All Other Specialty Trade Contractors. Concrete Pavement Patching and Widening. Grading, Drainage, Structures, and Aggregate Construction. Misc. Concrete.

DIS	SADVANTAGED BUSI	NESS ENTERPRISE PROGR	RAM MANUAL
			Engineering Design & Engineering Consulting Services
Reliance Engineers LLC	Consultant,Engineering	541330, 541340	MDOT Vendor #07786
Rely Supply, LLC	Other	425120	Wholesale Trade Agent and Broker Lighting Distribution. Electrical
			Apparatus and Equipment, wiring Supplies, and Related Equipment Merchant Wholesalers.
Remier Lighting	Supplier	423610	MDOT Vendor #06641
Rickman Enterprise Group,			Building Moving and Demolition, Soil Remediation Services, All Other Miscellaneous Waste Management Services
LLC	Construction	238910, 562998, 562910	MDOT Vendor Code # 07336
Rigid Pavement Construction LLC	Construction	237310, 238910	Concrete Pavement Patching and Widening. Grading, Drainage, Structures, and Aggregate Construction.
			33 3
Rockwell Earthworks, LLC	Construction	561730	Landscaping Services.
Roy Electric Co Inc	Construction	238210	Electrical construction. MDOT vendor #02010
			Landscaping. Seeding/Sodding/Turf Establishment, Miscellaneous, Concrete Items, Clearing, Pavements - Cold Milling, General Fences
S. Hayes, Inc.	Construction	561730	MDOT Vendor # 07375
SP Grace, LLC	Consultant	541611, 624310, 611710, 611430, 541612	Administrative Management and General Management Consulting Services. Human Resources Consulting services. Professional and Management Development Training. Apprenticeship Training. Educational Support Services. Vocational Rehabilitation Services.
SRL Enterprises LLC	Consultant	541611, 541990, 541720, 541618, 541613, 541612	Administrative Management and General Management Consulting Services. Employee Compensation Consulting Services. Marketing Consulting Services. Other Mangement Consulting Services. Business Research and development services. All Other Professional, Scientific, and Technical Services.
STG Group, Inc.	Construction	238990, 424720	General construction, speciality trade, diesel, gasoline, and petrolum wholesale

DIS	SADVANTAGED BUSI	NESS ENTERPRISE PROGR	AM MANUAL
Safety Worxs, LLC	Consultant	541690	Other Scientific and Technical Consulting Services: Safety Consulting Services
Sanches Construction Company	Construction	237310	Concrete pavement, concrete pavement patching and widening, concrete curb and gutter, driveways and sidewalks, bridge railing replacement, and concrete bridge railing. MDOT vendor #01010
Santos Cement 1 Inc.	Construction	238110, 238990	Concrete work and other miscellaneous related work. MDOT vendor #05533
			SBA (8) Certified. MMBDC. NWBOC. WBENC. MHCC. Electrical Contractors and Other Wiring Installation Contractors, Industrial Building Construction, Commercial and Institutional Building Construction, MDOT - Electrical Construction. Permanent Signs. Intelligent Transportation.
Sawyer Services, Inc.	Construction	236210, 238210, 236220	MDOT Vendor #02089
Scales and Associates, Inc.	Consultant, Engineering	541330	Engineering Services (DBE/ACDBE) Mechanical Contractors (DBE)
Scott Construction and Mechanical	Construction	236220, 423610, 238220	General Contractors (DBE) Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers (DBE)
mooramea.	Construction	200220, 120010, 200220	(SSE)
See Detroit LLC	Consultant	541613	Marketing and promotions services.
Sensis, Inc.	Other	518210, 541830, 541810, 541511	Advertising Agencies. Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services. Custom Computer Programming Services. Media Buying Agencies.
			Concrete pavement patching and widening. Concrete Curb, Gutters, Driveways, and Sidewalks.
Serratos Construction Inc	Construction	238990	MDOT vendor # 08217
Serrmi Products, LLC	Supplier	332312, 423860, 334515	Fabricated Structural Metal Manufacturing. Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals. Transportation Equipment and Supplies (Except Motor Vehicle) Merchant Wholesalers.

DIS	ADVANTAGED BUSI	NESS ENTERPRISE PROGR	RAM MANUAL
Servitech, Inc.	Construction	236220, 541611, 238210	Construction management, electrical contractors, administrative management consulting
			Specialized Freight (except Used Goods) Trucking, Local, RJ - Trucking Heavy Construction Materials
Shavers Trucking, LLC	Other	484220	MDOT Vendor #02117
ShoreWise Consulting LLC	Consultant	541612, 561320	Human Resources Consulting Services, Temporary Help Services
		236220, 561320, 541512,	Engineering Consultants. Information technology. Computer systems integration analysis design services. Personnel Suppliers.
Sigma Associates, Inc.	Consultant	541380, 541330	MDOT vendor #02620
Somat Engineering, Inc.	Consultant	541330, 541380	Industrial Testing Laboratories services MDOT vendor #02927
			All other specialty trade contractors. Hot mix asphalt/Bituminous Paving. Miscellaneous Concrete Items. Joint or Crack Fill.
Sommerset Paving Companies, LLC	Construction	238990	MDOT Vendor #07386
Sondhi Solutions	Consultant	513210, 561320, 541513, 541512, 541511	Custom Computer Programming Services, Professional and Management Development Training, Software Publishers, Computer Facilities Management Services, Temporary Help Services, Computer Systems Design Services
Soteria Company LLC	Consultant	541690	Security Consulting Service
Southern Partners, Inc.	Supplier	425120, 541690	Wholesale Trade Agents and Brokers, Other Scientific and Technical Consulting Services, ACDBE
Sowinski Sullivan Architects PC	Consultant	541310, 541410, 541330, 541320	Architectural Services, Landscape Architectural Services, Engineering Services, Interior Design Services.
St. Regis Culvert, Inc.	Construction,Supplier	331210	Iron and Steel Pipe and Tube Manufacturing from purchased steel. Vendor #07514.

DI	SADVANTAGED B	USINESS ENTERPRISE PROG	RAM MANUAL
			Trucking heavy construction materials.
			Building construction cleanup. Seasonal property maintenance services. MDOT DBE certified since 11/18/2005
Stevenson Construction Company LLC	Construction	484220, 561730	MDOT Vendor # 07801
,,			
Structural Coatings, Inc.	Construction	238320, 238990, 238390	Painting and Wall Covering Contractors. Other Building Finishing Contractors. All Other Specialty Trade Contractors.
Sub Con Manufacturing Corp.	Other	334418, 335999, 334512, 334510, 334419	Printed Circuit Assembly (Electronic Assembly) Manufacturing. Other Electrical Component Manufacturing. Electromedical and Electrotherapeutic Apparatus Manufacturing. Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use. All Other Miscellaneous Electrical Equipment and Component Manufacturing.
		,	
Suber Strategies & Solutions Group LLC	Construction	541330	Engineering Services MDOT Vendor #07741
			Residential and commercial excavating, land development. Excavating, grading, clearing, trucking, site work, driveways, roads, storm drains, parking lots, and trenching, clearing.
Super M Excavating & Development, Inc	Construction	238910, 484220	MDOT Vendor # 06527
Supply IQ LLC	Supplier	423390, 444180, 425120, 423990, 423840	Other Construction Materials Wholesaler, Industrial Suppliers, Merchant Wholesalers, Other Miscellaneous, Durable Goods, Merchant Wholesalers, Other Building Material Dealers, Wholesale Trade, Agents, and Brokers. MDOT - Geotextile Fabrics, Construction Epoxy, Sealants & Other Coating, Erosion Control Products only, Plastic & Foam Construction Products, Steel Products
Supreme Construction & Restoration LLC.	Construction	237310, 238990	Highway Road and Bridge Construction. All Other Specialty Contractors. MDOT - Concrete Pavement Patching and Widening, Hot Mix Asphalt/Bituminous Paving, Grading, Drainage Structures and Aggregate Construction and Miscellaneous Concrete Items
			Asphalt Sealing, Line Striping & Crack Filling
Surface Prep & Maintenance	Construction	238990	MDOT Vendor #07816

DIS	ADVANTAGED BUSIN	NESS ENTERPRISE PROGRA	AM MANUAL
			Construction management, commercial and institutional building, cleaning new building interiors immediately after
			construction, administrative Management and General Management Consulting Services, building cleaning
Synergy Development Ltd DBA Robin	Construction	236220, 561720, 541611, 424350, 238990	services, janitorial, and unisex clothing merchant wholesalers.
T&D Concrete Construction			Highways, Street, and Bridge Construction, Public Sidewalks. Misc. Concrete Items - Construction of concrete curb and gutter, sidewalk, barrier wall, driveway, and other incidental construction. Concrete pavement patching/widening
LLC	Construction	212230, 237310	MDOT Vendor # 07860
TRACONCEPTS LLC	Consultant	541611, 541618, 541613	Administrative Management and General Management Consulting Services, Marketing Consulting Services, Other Management Consulting Services
TSM Management &			Supplier of Asphalt and Petroleum Products. Brokers of Bus and Automotive Parts
Consultants Corporation	Supplier	425120, 541380	MDOT Vendor #06451
Taffy Pippin Consulting, LLC	Consultant	541611	Administrative Management and General Management Consulting Services
			Engineering consulting services specializing in water resources.
Taiga Engineering, LLC	Engineering	541330	MDOT vendor #05628
			This industry comprises wholesale trade agents and brokers acting on behalf of buyers or sellers in the wholesale distribution of goods. Agents and brokers do not take title to the goods being sold but rather receive a commission or fee for their service. Agents and brokers for all durable and nondurable goods are included in this industry.
Technicacon, LLC	Construction	425120	MDOT Vendor #07645

DIS	ADVANTAGED BUSIN	IESS ENTERPRISE PROGRA	M MANUAL
Technical Personnel Services, Inc.	Consultant	561320	Temporary Help Services. Technical Professional Services agency providing engineering and technical support to area businesses and to the federal government in Architectural Engineering, Civil Engineering, Surveying, Building and Structural Analysis, Finite Element Analysis, Thermal Engineering, Project Management, Program Management, Geotechnical Engineering Services, ISO 14001 Auditing and Training, Technical Assistance, CAD Operators/Designers, Mechanical & Electrical Engineering and Value Engineering
The JPI Group LLC	Consultant,Trucking,Supp lier,Other,Engineering,Co nstruction	541214, 541612, 541512	Payroll Services. Computer Systems Design Services. Human Resources Consulting Services.
The London Consulting Firm	Consultant	524210	Insurance Agencies and Brokerages.
The Continut Course II C	O and a subtract of	544040	Made the exposulting Combine
The Quotient Group, LLC	Consultant	541613	Marketing Consulting Services
The Wilmore Agency, LLC	Consultant	541613, 611430, 541820	Marketing Consulting Services. Public Relations Agencies. Professional and Management Development Training.
Top Notch Kleaning	Other	236220, 561790, 561740, 561730, 561720	Commercial and Institutional Building Construction (Specifically: Handyman Services). Janitorial Services. Landscaping Services (Specifically: Lawn Mowing Services). Carpet and Upholstery Cleaning Services. Other Services to Buildings and Dwellings (Specifically: Building Exterior Power washing).
Tough Cut Concrete	Construction	227240 220440	Highway, Street & Bridge Construction; Poured Concrete Foundations and Structures; Demolition; Aggregates
Services, Inc.	Construction	237310, 238110	Supplier.
Traffic Signs, Inc.	Other	339950	Sign Manufacturing
			Landscaping services, including landscape design, plantings, seeding, sodding, turf establishment, topsoil, grading, wetland mitigation, masonry and boulder walls, concrete, entrance signs, fencing, brick pavers, water features and snow plowing.
Tranquility Springs, LLC	Construction	561730	MDOT Vendor # 05387

DIS	ADVANTAGED BUSIN	NESS ENTERPRISE PROGRA	M MANUAI
D 10			
TransSolutions, LLC	Consultant	541330	Engineering Services (DBE)
Transit Safety & Security Solutions Inc.	Consultant	541690	Other Scientific and Technical Consulting Services (DBE)
Transportation Management & Design, Inc. (TMD)	Consultant	541611, 541614	Administrative Management and General Management Consulting Services, Urban planning services, Process, Physical Distribution, and Logistics Consulting Services
TriMedia Environmental and Engineering Services	Consultant	541340, 541990, 541690, 541620, 541370, 541360	Drafting Services. Geophysical Surveying and Mapping Services. Surveying and Mapping (except Geophysical) Services. Environmental Consulting Services. Other Scientific and Technical Consulting Services. All Other Professional, Scientific, and Technical Services. Surveying: Construction Staking.
Trinity Technology Services Inc	Construction	238210, 238220	Installation of controls; Low voltage work.
Trouble Shooters Technical Support LLC	Other	423430, 811210, 541611, 541519, 541513	Computer & Office Machine Repair & Maintenance. Computer and Computer Peripheral Equipment and Software Merchant Wholesalers. Other Computer Related Services. Computer Facilities Management Services. Administrative Management and General Management Consulting Services.
Truepani Inc.	Consultant	541620	Environmental Consulting Services Additional work codes: hmaa - construction testing hot mix asphalt assistance, DTPM: Design - Traffic: Pavement Markings. MDOT - Design Geotechnical, Design Technical: Advanced
Tyme Consulting Engineers, Inc.	Engineering	541330	Engineering services. MDOT vendor #08744

DIS	ADVANTAGED BUSI	NESS ENTERPRISE PROGRA	AM MANUAL
US Eco Products Corporation	Other	424690, 562991	Supplier and distributor of alternative green, environmental sustainable products, safety products to replace road salt, magnesium chloride, potassium chloride, solvents found on the USDA's bio-preferred catalog and part of ISO 14001, absorbents, bio-remedial cleaners and degreasers, pesticides and nursery supplies, rental of chemical toilets, pump outs, latrines, portable restrooms, restroom trailers and shower trailers
			Site Preparation Contractors, Water and Sewer Line and Related Structures Construction, Specialized Freight Trucking, Local. GRADING, DRAINAGE STRUCTURES AND AGGREGATE CONSTRUCTION, SEWERS AND WATERMAINS,
USA Earthworks LLC	Construction	237110, 484220, 238910	COLD MILLING, Trucking
Unison Consulting, Inc.	Consultant	541512	Computer Systems Design Services Disposal services for universal, hazardous, non-hazardous, construction, demolition and solid waste. Recycling service for paper, cardboard, plastics, glass, aluminum and steel.
Unlimited Recycling, Inc	Other	562111	MDOT Vendor #07207
Ups A Daisy Cleaning Services, LLC	Other	455219, 562119, 561790, 561720	Janitorial Services, All Other General Merchandise Stores, Other Services to Buildings and Dwellings, Other Nonhazardous Waste Treatment and Disposal
Urban Engineering			Construction Engineering Services.
Urban Engineering Solutions PC	Engineering	541330	MDOT vendor # 05593
			Site Preparation Contractors. All Other Specialty Trade Contractors.
Valentina Construction LLC	Construction	238910, 238990	MDOT Vendor #07997
			Preliminary and final design services for local streets, highways, and interstate projects.
Value Engineering, LLC	Engineering	541330	MDOT Vendor # 07924
Van Buren Steel	Construction	238190, 423510, 332999, 332312	All Other Miscellaneous Fabricated Metal Product Manufacturing. Fabricated Structural Metal Manufacturing. Metal Service Centers and Other Metal Merchant Wholesalers. Other Foundation, Structure, and Building Exterior Contractor. Steel Products Supplier.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Vic Thompson Company	Other	238290, 541715, 541512, 541340, 488119	Other Building Equipment Contractors. Other Airport Operations.
			General Commercial & Trade Construction Contracting; Construction Management & Design Build Services.
Visions Consultants, LLC	Construction	236220, 541611	MDOT Vendor #06931
Vistara Construction Services, Inc.	Construction	541330	Construction management: addition alteration and renovation general contractors, commercial and institutional building
W L Beal & Associates Inc. (DBA IXR Mobility)	Consultant	541614	Management Workforce Development & Consulting Firm MDOT Vendor #: 07698
WBK Engineering, LLC	Engineering	541310, 561210, 561110, 541620, 541340, 541330, 541320	WBK Engineering, LLC (WBK) is a civil engineering, planning and environmental resources consulting firm. Dedicated to providing customer centered professional engineering services to the federal, state and local government as well as the private industry. WBK provides services for Water Resources, Transportation, Environmental Resources, Planning & Development, and Construction projects among other services.
Walter Concessions	Consultant	541611	Administrative management and general management consulting services
Welco & Company, Inc.	Construction	236118, 238310, 238160, 236220	Residential Remodelers. Commercial and Institutional Building Construction (Note: Licensed Builder). Roofing Contractors. Drywall and Insulation Contractor.
Western Reserve Technology LTD	Supplier	423430, 541519, 541512, 518210	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers, Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services, Computer Systems Design Services, 541519 Other Computer Related Services
White Water Associates, Inc.	Consultant	541380, 541620	Testing Laboratories. Environmental Consulting Services.
Willamette Technical Fabricators, LLC	Supplier	332312	Fabricated Structural Metal Manufacturing.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MANUAL			
Wotko, LLC	Other	335931, 425120	Current - Carrying Wiring Device Manufacturing. Wholesale Trade Agents and Brokers.
Wright Electric Company Inc	Construction	238210	Electrical Contracting, residential, commercial, industrial, railroad signals, street lighting, traffic signal installations and runway lighting. MDOT Vendor # 07654
Z&F Investments	Consultant	531210	Commercial/Residential Brokerage, Real Estate management, Commercial Development. Business Development and Management.
Zuniga Cement Construction Inc	Construction	237310, 238910	Highway, Street, and Bridge Construction Site Preparation Contractor
Eco Preserve LLC	Consultant	541620, 541690	Environmental Consulting Services. Other Scientific and Technical Consulting Services.
Inform studio, PC	Other	541310	Architectural Services



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval
TO: SMART Board of Directors SUBMITTED BY: General Manager
FROM: VP of Strategic Initiatives APPROVED BY: General Manager

SUBJECT: Approval and Endorsement of the SMART Amended Equal Employment Opportunity

(EEO) Policy

RECOMMENDATION

Board approval is requested for the amended Suburban Mobility Authority for Regional Transportation (SMART) Equal Employment Opportunity (EEO) Policy Statement. The Statement has been amended to reflect updated FTA guidance and also to add the appointed EEO Officer's name. Upon Board approval, the Amended EEO Policy Statement will be submitted to the Federal Transit Administration (FTA) as required.

DISCUSSION

FTA regulations require that SMART have an Equal Employment Opportunity (EEO) program. In addition, SMART is required to have an EEO Policy Statement signed by the Board Chairman and the General Manager. Detailed guidelines are provided by the FTA Circular 4704.1A.

SMART's current EEO Policy Statement was approved by the SMART Board on December 2, 2010. Recently, the FTA has mandated that the transit authority's EEO Policy Statement must explicitly identify and set forth the name of its EEO officer. SMART has appointed Kesha McKinney, Vice President of Strategic Initiatives, to the duties of Equal Employment Opportunity Compliance Officer. The Amended EEO Policy Statement attached hereto has been updated to reflect Ms. McKinney's role. Additionally, the Amended EEO Policy Statement has been updated to reflect updated FTA guidance and regulations.

Once approved by the Board, SMART will submit the Amended EEO Policy Statement to the FTA to ensure the Authority's continued compliance with the federal regulations.

ATTACHMENTS

- Amended EEO Policy Statement
- Resolution

Equal Employment Opportunity Policy Statement

It is the policy of the Suburban Mobility Authority for Regional Transportation (SMART) to fully comply with all applicable Provisions of the Civil Rights Act of 1964, The Americans with Disabilities Act (ADA) of June 26, 1990, Elliott-Larsen Civil Rights Act of 1976 (PA. 453), the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains to the responsibility of SMART relating to all employment actions, including but not limited to recruitment or recruitment advertising, hiring, upgrading, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation, and treatment of employees.

SMART is committed to prohibiting discrimination against employees and applicants based on their race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class. SMART shall be proactive in its pursuit of a successful Equal Employment Opportunity program; this process shall include the development of a written nondiscrimination program that sets forth the policies, practices, and procedures, with goals and timetables, to which SMART is committed. The EEO Program is available for inspection by any employee or applicant for employment upon request. SMART recognizes that the successful implementation of an Equal Employment Opportunity program shall be beneficial to SMART by providing fuller utilization and development of previously underutilized human resources.

To uphold this commitment, SMART has established an EEO program to be implemented and monitored by Kesha McKinney, VP of Strategic Initiatives and Equal Opportunity Compliance Officer, who reports directly to the General Manager. All applicants and employees have the right to file complaints alleging discrimination. These complaints shall be made to the Equal Opportunity Compliance Officer, who shall be committed to ensuring the fair and equitable treatment of such allegations. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated. SMART is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

Furthermore, all SMART management and supervisory personnel shall share in the responsibility of Equal Employment Opportunity compliance and are assigned specific tasks to ensure and achieve compliance. Performance by managers, supervisors, and others will be evaluated based on the success of the Equal Employment Opportunity Program in the same manner that SMART evaluates their performance in other programs.

CUDURD AND CORUMN A UTILODITY FOR RECIONAL TRANSPORTATION

SUBURBAN MUBILITY AUTI	SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION		
Chairman, Board of Directors	Tiffany Gunter, General Manager		
Board Approval Date:			



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Approval and Endorsement of the SMART Amended Equal Employment Opportunity (EEO) Policy Whereas, SMART is committed to prohibiting discrimination against employees and applicants based on their race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class; and The U.S. Department of Transportation and the Federal Transit Administration require the Whereas, development of an EEO Program; and SMART has amended its present EEO Policy to reflect Kesha McKinney has been assigned Whereas, the duties of the Equal Employment Opportunity Compliance Officer and to reflect updated FTA guidance and regulations; now, therefore be it; The Board of Directors of Suburban Mobility Authority for Regional Transportation Whereas, approves the amended SMART EEO Program Policy. **CERTIFICATE** The undersigned, duly qualified Board Administrator of the Suburban Mobility Authority for Regional Transportation, certifies that the foregoing is a true and correct copy of the resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation on August 28, 2025. Date **Board Administrator**



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval

TO: SMART Board of Directors SUBMITTED BY: VP Planning and Innovation

FROM: VP Planning and Innovation APPROVED BY: General Manager

SUBJECT: FY 2026 Unified Work Program

RECOMMENDATION:

That the board approve the attached resolution,

- approving the proposed Unified Work Program in the amount of \$389,500; and
- authorizing the General Manager to certify the required local match of \$70,694, to modify the submission if required upon further negotiations with FTA, and to execute a project agreement with SEMCOG for FTA technical studies dollars.

DISCUSSION:

In order to remain eligible for federal and state capital improvement and operating grants, SMART develops required planning justifications through technical studies. SMART is required to submit its proposed program of technical study tasks to SEMCOG for the region's annual Unified Work Program (UWP), to be eligible for Federal Transit Administration (FTA) funding, primarily 5303 Metropolitan Planning Program funds for 81.85% of the studies' cost.

Consistent with the requirements of this process, staff has submitted a FY 2026 SMART Unified Work Program submission to SEMCOG, with the understanding that the Board maintains the right to modify the submission based on the Board's concerns and any other factors which may arise. A summary is attached. If priorities change, SMART has the ability to add or change projects to accomplish needed work.

The general objectives of the UWP are:

- To provide planning documents to fulfill federal planning requirements;
- To update and monitor plans which met the requirements of the Americans with Disabilities Act;
- To update the regional public transportation data base and plan;
- To analyze current and proposed transit services to ensure that they are being provided in the most effective and efficient manner possible; and
- To perform regional data gathering in conjunction with the SEMCOG Long Range Transportation Plan.

FUNDING SOURCE:

The budget for the proposed UWP totals \$389,500 of which \$318,806 would be provided through a FTA technical study grant (passed through SEMCOG) and \$70,694 would be provided from SMART's operating funds as the required local match. This is the same amount received in FY 2025.

ATTACHMENTS:

- 1. Resolution
- 2. Summary of Proposed FY 2026 Unified Work Program and Budget

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

	Approval of FY 2026 Unified Work Program
Whereas,	The Suburban Mobility Authority for Regional Transportation is charged with the planning, operation, and improvement of regional public transportation in southeastern Michigan; and
Whereas,	Monies to support the conduct of urban mass transportation planning in southeastern Michigan, are made available annually by the Federal Transit Administration (FTA) through SEMCOG to SMART in order to financially assist the Authority in its mass transportation planning and related responsibilities; and
Whereas,	In order to receive these technical funds, the Suburban Mobility Authority for Regional Transportation must prepare an annual work program of proposed planning projects, commonly termed a "Unified Work Program" and submit this program to SEMCOG for inclusion into the region's annual Overall Work Program; and
Whereas,	The Authority has submitted to SEMCOG a Unified Work Program for FY 2026 which contains a budget amount of \$389,500 including \$70,694 of required local match; and
Whereas,	SEMCOG and FTA review and subsequent negotiation of the Authority's work program could result in a situation where the scope, cost and emphasis of these programs could be different from those originally submitted; now, therefore, be it
Resolved,	That the Authority's FY 2026 Unified Work Program referred to herein is approved and the General Manager is authorized to execute a negotiated project agreement with SEMCOG for \$318,806 of FTA Section 8 technical studies funds; represent that \$70,694 is available for the local match of these funds; and to negotiate, as may be required, the scope, cost, emphasis, etc. of the content of this program.
	CERTIFICATE
Transportation	gned duly qualified Board Secretary of the Suburban Mobility Authority for Regional on certifies that the foregoing is a true and correct copy of a resolution adopted at a legally setting of the Board of the Suburban Mobility Authority for Regional Transportation held on August

Date Board Secretary

28, 2025.

SMART FY 2026 UWP Summary and Budget

FY 2026 UWP 5303 PLANNING GRANT

	FTA	Match	
1 DATA COLLECTION AND ANALYSIS	5303	Local	TOTAL
W9100 Data Collection and Analysis	\$2,257	\$500	\$2,757
Program Area Subtotal	\$2,257	\$500	\$2,757
2 PLAN AND POLICY DEVELOPMENT			
W9200 Plan for Comm. Transit / Conn. Services	\$115,104	\$25,524	\$140,628
W9300 Fixed Route Planning	\$171,991	\$38,139	\$210,130
W9400 Long Term Planning	\$19,184	\$4,254	\$23,438
Program Area Subtotal	\$306,280	\$67,917	\$374,196
3 PLAN IMPLEMENTATION			
W9500 Fiscal Project Development/TIP	\$5,642	\$1,251	\$6,894
Program Area Subtotal	\$5,642	\$1,251	\$6,894
4 SUPPORT SERVICES			
W9600 Public Participation/Outreach	\$2,370	\$525	\$2,895
W9700 Unified Work Program Design & Monitoring	\$2,257	\$500	\$2,757
Program Area Subtotal	\$4,627	\$1,026	\$5,653
TOTALS	\$318,806	\$70,694	\$389,500

FY 2026 5304 / FTA AREAS OF PERSISTENT POVERTY GRANT

1 2020 3304 / TTA AREAS OF TERSISTER TO VERTIT GRANT					
	FTA	Match			
PLAN AND POLICY DEVELOPMENT	5304/Areas of Persistent Poverty	MDOT	TOTAL		
W2300 Pontiac Mobility Hub (FUNDED FY'22)	\$180,000	\$20,000	\$200,000		
W2400 5304 Bus Stop Management System (FUNDED FY'25)	\$480,000	\$120,000	\$600,000		
Program Area Subtotal	\$660,000	\$140,000	\$800,000		
TOTALS	\$660,000	\$140,000	\$800,000		

W9100 DATA COLLECTION AND ANALYSIS

Purpose/Outcome

To continue to develop and maintain a comprehensive and up-to-date database of SMART patron trip patterns and opinions, and inventory bus stop and shelter locations. SMART will also maintain/update its business/employer database.

W9200 PLAN FOR COMMUNITY TRANSIT / CONNECTOR SERVICES

Purpose/Outcome

To continue the development, coordination, and enhancement of community transit services within the SMART region including the implementation of paratransit services in compliance with the Americans with Disabilities Act (ADA) of 1990.

W9300 FIXED ROUTE PLANNING

Purpose/Outcome

The objectives of this project are to develop various strategies to make SMART Fixed Route services more productive, through the evaluation and development of appropriate service modifications and maintenance strategies and the refinement of a database for monitoring SMART Fixed Route performance.

W9400 LONG TERM PLANNING

Purpose/Outcome

The objectives of this task is to continue to identify capital improvement strategies and service expansion. The projects developed as a result of this task will tend to be longer in terms of time of study initiation and projected project impact (at least 20 year duration). The projects will be more capital intensive, in terms of dollar investment, than the relatively low cost short term planning projects. Projects conducted under this task will include both operating and capital improvement strategies. This project updates and builds on previous plans to lessen the financial impacts of issues in the future.

W9500 FISCAL PROJECT DEVELOPMENT/TIP

Purpose/Outcome

The objective of this project is to identify and apply for all feasible methods of funding available through federal or state sources.

W9600 PUBLIC PARTICIPATION/OUTREACH

Purpose/Outcome

The objective of this task is to broaden the knowledge and understanding of the general public regarding public transportation programs and initiatives by attending public meetings or forums. This program is designed to coordinate with transit advocates, riders, and the general public to develop a general consensus for improving public transportation in this region.

W9700 UNIFIED WORK PROGRAM DESIGN AND MONITORING

Purpose/Outcome

The objective of this task is to provide for the administration, evaluation and close-out of existing SMART Unified Work Program (UWP) tasks and the preparation of the FY'2026 work program document.

PASS THROUGH AGREEMENT BETWEEN

ANN ARBOR AREA TRANSPORTATION AUTHORITY

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into thisday of 20 by and between
Ann Arbor Area Transportation Authority (here in after, together with its assignees and successors in interest, called the "SUBCONTRACTOR") and SOUTHEAST MICHIGAN COUNCIL OF
GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit,
Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contracts
this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the
prime contracts the prime contract prevails.
WITNESSETH.
WITNESSETH:
WHEREAS, pursuant to Title 23 United States Code (USC) 134 and Title 49 USC 1607, as amended, a metropolitan planning organization, hereinafter referred to as the "MPO," will be designated for each urbanized area with a population of more than fifty thousand (50,000) by agreement between the governor and the units of general purpose local governments to carry out the transportation planning process; and
and the units of general pulpose feeds governments to easily out the transportation planning process, and
WHEREAS, the governor of the State of Michigan and the units of general purpose local government have agreed that SEMCOG will be the designated MPO to receive federal and/or state funds that may become available for metropolitan transportation planning activities; and
WHEREAS, pursuant to Title 23 USC, certain Federal Highway Administration (FHWA) funds are to be made available to SEMCOG, and certain other FHWA funds may, at the discretion of MDOT, be made available to SEMCOG; and
available to SEIVICOG, and
WHEREAS, pursuant to Title 49 USC, certain Federal Transit Administration (FTA) funds are to be made available to SEMCOG, and certain other FTA funds may, at the discretion of the MDOT, be made available to SEMCOG, and
WHEREAS, certain State of Michigan funds allocated to MDOT may be made available to SEMCOG for planning purposes; and
WHEREAS, SEMCOG is authorized and qualified to design and conduct a continuing comprehensive

cooperative metropolitan transportation planning process, to be described in a unified work program, hereinafter referred to as the "UWP," on its own behalf and for the FHWA, the FTA, and/or the MDOT;

WHEREAS, SUBCONTRACTOR desires to have the continuing cooperation of SEMCOG in the UWP, and SEMCOG, having an interest in the development of the UWP as it relates to transportation planning

in the SUBCONTRACTOR service area, desires to cooperate with SUBCONTRACTOR; and

and

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the SUBCONTRACTOR;

NOW, THEREFORE, SEMCOG and SUBCONTRACTOR agree that:

SUBCONTRACTOR WILL:

1. PERFORMANCE OF THE UWP

Perform and carry out the duties and obligations necessary to the performance of the Section 134 Metropolitan Planning Process as described in the SUBCONTRACTOR portion of the SEMCOG UWP, as financed by Metropolitan Planning Funds (PL). Each year, or biennially with the approval of the FHWA, a UWP will be prepared by SUBCONTRACTOR and SEMCOG detailing specific tasks and specific monetary amounts on an annual basis and, upon approval by the SUBCONTRACTOR Policy Committee and SEMCOG Executive Committee and MDOT, will by reference be made a part of this Agreement as Exhibit A or a yearly supplement thereto and will be labeled to indicate the time period involved.

MDOT and SEMCOG reserve the right to advise on and approve of each UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that, in total or in part, are financed with funds from the FHWA, the FTA, or MDOT. The progress of work that involves the FHWA, the FTA, or MDOT participation will be subject to review and inspection at any reasonable time, upon request, by representatives of the MDOT, SEMCOG, the FHWA, or the FTA.

Events that have a significant impact on the UWP will be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays, or adverse conditions that will materially affect the ability to obtain program objectives. This disclosure will be accompanied by a statement of action taken or contemplated.

2. DOCUMENT PUBLICATION

Assume the lead or supporting responsibility, as mutually agreed by SUBCONTRACTOR and SEMCOG, for the development and publication of various documents to be prepared, as described in Title 23 of the Code of Federal Regulations (CFR), Section 450.312. These include the Transportation Plan, the Transportation Improvement Program, the UWP, and other publications documenting the results of the planning process as shown in the UWP.

3. COMMITTEE PARTICIPATION

Maintain policy and technical committee structures that will ensure that the decision-making process involves participation by local units of government and officials of agencies that administer or operate major modes or systems of transportation acting in a coordinated manner.

4. PUBLIC PARTICIPATION

Make reasonable efforts toward involving the public in major phases of the metropolitan transportation planning process as specified in 23 USC 134.

5. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

Base actual performance of the specific tasks contained in each year's UWP upon the approval of project authorizations, hereinafter referred to as the "PROJECT AUTHORIZATIONS," setting forth the federal and state funds available for the UWP. Approval is subject to specific activities and cost estimates being approved by the FHWA and the FTA for each fiscal year.

6. ESTIMATED COSTS AND PARTICIPATION

Not incur costs in excess of the estimated total yearly cost of those portions of each UWP participated in by FHWA, FTA, and/or MDOT and for which FHWA, FTA, and MDOT, funds are available without the prior written approval of MDOT and SEMCOG, FHWA and/or FTA in the form of a PROJECT AUTHORIZATION and written transmittal letter.

The total cost reimbursable by SEMCOG to SUBCONTRACTOR for the conduct of the UWP will be set forth in the UWP.

In that portion of the UWP to be participated in by FHWA and FTA, the transfer of funds between individual major areas of the UWP will not increase or decrease an individual major work area by more than twenty percent (20%) of the total estimate for a major area without the prior written approval of FHWA, FTA, and MDOT representatives, as applicable. Major areas are defined as being combinations of work items as set forth in the UWP.

7. ACCOUNTS AND RECORDS

- a. SUBCONTRACTOR will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. SUBCONTRACTOR will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, SUBCONTRACTOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, SUBCONTRACTOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

8. AUDIT OF ACCOUNTS AND RECORDS

a. The SUBCONTRACTOR will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.

- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The SUBCONTRACTOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. SUBCONTRACTORS expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. SUBCONTRACTORS expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
 - iii. SUBCONTRACTORS must complete their single audits electronically through the Federal Audit Clearinghouse website (http://harvester.census.gov.fac/). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
 - iv. SUBCONTRACTORS will also comply with applicable state laws and regulations relative to audit requirements.
 - v. SUBCONTRACTORS will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vi. All SUBCONTRACTORS are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

9. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished on the UWP. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

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

10. FINAL REPORT

Submit a final performance report covering the UWP accomplishments not later than ninety (90) days following the end of the UWP time period.

11. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, SUBCONTRACTOR agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to SUBCONTRACTOR in connection with SUBCONTRACTOR performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of SUBCONTRACTOR performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of SUBCONTRACTOR or its subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that SUBCONTRACTOR will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

SUBCONTRACTOR will provide, at UWP cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the SUBCONTRACTOR operations under this Agreement.

12. APPRAISAL OF UWP

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that, in total or in part, are financed with funds from FHWA, or the FTA.

13. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise SUBCONTRACTOR in the performance of its transportation planning responsibilities as provided herein.

14. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

15. CONSIDERATION OF TRANSPORTATION

Recognize the SUBCONTRACTOR transportation system plans in its programming of projects, especially those identified in the Transportation Improvement Program.

16. REIMBURSABLE COSTS

Reimburse SUBCONTRACTOR for all actual direct and indirect costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of 2 CFR Part 200, subject to the following conditions.

- a. Computer Services Use of computer services will be at regularly established rates, which will not be in excess of rates charged to other users. Payment will be for exact charges, without markup. Increases will not result in costs to the SEMCOG exceeding the total yearly costs set forth in Exhibit A or the yearly supplement thereto.
- b. Travel and Subsistence An estimate of foreseeable travel will be included in each UWP. Reimbursement for travel in relation to the UWP will be on an actual cost basis, in accordance with SUBCONTRACTOR policy.
- c. SUBCONTRACTOR will not be paid for costs attributable to correction of errors and omissions occasioned by the SEMCOG or MDOT.

17. REIMBURSEMENT TO SUBCONTRACTOR FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the Contractor shall be made within (10) days of the receipt of payment from the State of Michigan.

18. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to SUBCONTRACTOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to SUBCONTRACTOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, SUBCONTRACTOR will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, SUBCONTRACTOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. SUBCONTRACTOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to SUBCONTRACTOR, SUBCONTRACTOR will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If SUBCONTRACTOR fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, SUBCONTRACTOR agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to SUBCONTRACTOR under this Agreement or any other agreement or payable to SUBCONTRACTOR under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. SUBCONTRACTOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by SUBCONTRACTOR in a timely filed RESPONSE.

19. INCREASE IN COSTS

Any changes or additions to those portions of each UWP participated in by MDOT, FHWA, and/or the FTA that will cause an increase in yearly total costs will require the prior written approval of SEMCOG, MDOT, FHWA, and/or the FTA and the processing of a revised PROJECT AUTHORIZATION and written transmittal letter.

20. ADDITIONAL COSTS

Additional specialized services to be performed by SUBCONTRACTOR after approval of the PROJECT AUTHORIZATION and not set forth in the UWP will require approval by SEMCOG, MDOT, and FHWA or FTA in the form of a revision to that UWP and, if applicable, a revised PROJECT AUTHORIZATION, budget, and written transmittal letter.

21. PROMPT PAYMENT

SUBCONTRACTOR agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment SUBCONTRACTOR receives from SEMCOG. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the SEMCOG or MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

SUBCONTRACTOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

22. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA in costs incurred by the SUBCONTRACTOR in the performance of the UWP. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the SUBCONTRACTOR.

23. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

24. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

SUBCONTRACTOR will comply with and will require any contractor or subcontractor to comply with the following:

- a. In connection with the performance of the Agreement, SUBCONTRACTOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, SUBCONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to

comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.

- c. SUBCONTRACTOR will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing SUBCONTRACTOR to operate under the provisions of its own MDOT-approved DBE program.
- d. SUBCONTRACTOR will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.
- e. SUBCONTRACTOR further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

25. REPORTS AND PUBLICATION

If any results of those portions of the UWP participated in by FHWA or FTA are published by SUBCONTRACTOR, costs of publication may be included as a participating cost.

- a. Prior to such publication, SUBCONTRACTOR will submit all manuscripts for the review and approval of SEMCOG and MDOT and review by FHWA or FTA. Such review and acceptance is for SEMCOG and MDOT's own purposes and does not relieve SUBCONTRACTOR from claims arising out of such publication.
- b. In the event the parties fail to agree on a final draft of a manuscript, SEMCOG or MDOT may publish independently results of those portions of the UWP participated in by FHWA or FTA, but will set forth in such publication the SUBCONTRACTOR nonconcurrence, if so desired by SUBCONTRACTOR.
- c. Any publication will give proper credit to all parties in this Agreement for the cooperative character of the UWP.

26. REPORT LANGUAGE

All reports published by SUBCONTRACTOR will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this	(report) reflect th	he view
of	(the author), who is responsible for	r the
facts and accuracy of the data	presented herein. The contents do not necess	arily
reflect the official view or polic	cies of(the name o	pf .
nonconcurring party.) This	(reports) de	oes not
constitute a standard, specifica	ition, or regulation."	

27. PUBLICATION OF FUNDAMENTAL WORKS

The foregoing terms (as set forth in Sections 27 and 28) do not preclude the publication by SUBCONTRACTOR of results of any UWP work that is in the nature of fundamental or general principals. Manuscripts in this category will be submitted to SEMCOG, MDOT, and FHWA or FTA for approval prior to publication.

28. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in SUBCONTRACTOR with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

29. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of SUBCONTRACTOR. SUBCONTRACTOR will obtain the written approval of the MDOT prior to submitting applications in the name of SUBCONTRACTOR for copyrights or patents on any papers, reports, forms, or other materials that are a part of the SUBCONTRACTOR work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by SUBCONTRACTOR with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

30. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 et seq.; MSA 17.458(22) et seq., SUBCONTRACTOR, in performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of SUBCONTRACTOR or the name of a subcontractor, manufacturer, or supplier utilized by SUBCONTRACTOR in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

31. EQUIPMENT

Major items of equipment purchased for use on the UWP may be included in the UWP as direct costs. Participation in the cost of such equipment by MDOT and FHWA or FTA will be limited to the amount of depreciation during the period of use on the UWP as ascertained at the completion of the study. Eligibility for MDOT and FHWA or FTA participation are based on the following:

- a. The equipment is not of a nature normally used or required in SUBCONTRACTOR regular operations.
- b. The equipment is required for and will be used primarily on work related to the UWP.
- c. The cost of the equipment is considered to be reasonable by SEMCOG, MDOT, and FHWA or FTA.

d. SUBCONTRACTOR will furnish to SEMCOG a certification stating that the equipment has not been included under indirect costs.

32. ENVIRONMENTAL

For agreements in excess of One Hundred Thousand Dollars (\$100,000.00):

- a. SUBCONTRACTOR stipulates that any facility to be utilized in the performance of this Agreement, unless such agreement is exempt under the Clean Air Act, as amended (42 USC 7401 et seq., as amended including Pub. L. 101-549), and/or under the Clean Water Act, as amended (33 USC 1251 et seq., as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR part 15), is not listed on the date of agreement award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
- b. SUBCONTRACTOR agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to SUBCONTRACTOR and Services under this Agreement.
- c. SUBCONTRACTOR will promptly notify SEMCOG, MDOT, and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communications from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
- d. SUBCONTRACTOR agrees to include or cause to be included the requirements of the preceding three paragraphs, (a), (b), and (c) in every nonexempt subcontract.

33. INDIVIDUALS WITH DISABILITIES

SUBCONTRACTOR agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

34. CERTIFICATION

SUBCONTRACTOR signature on this Agreement constitutes SUBCONTRACTOR certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to SUBCONTRACTOR (referred to in Appendix A as "the prospective primary participant").

SUBCONTRACTOR is responsible for obtaining the same certification from all subcontractors under this Agreement by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Agreement constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States

with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which SUBCONTRACTOR enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

35. LOBBYING

If SUBCONTRACTOR receives federal funds in excess of One Hundred Thousand Dollars (\$100,000.00), SUBCONTRACTOR must submit the certification statement contained in 49 CFR Part 20, Appendix A, incorporated herein by reference as if the same were repeated in full herein, as part of its final UWP. If non-federal funds are used for lobbying purposes by other than a regular employee of SUBCONTRACTOR, the disclosure form in 49 CFR Part 20, Appendix B, must be submitted as part of its final UWP.

36. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve SUBCONTRACTOR of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of SUBCONTRACTOR performance but are undertaken for the sole use and information of SEMCOG and MDOT.

37. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to SUBCONTRACTOR. SUBCONTRACTOR will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give SUBCONTRACTOR written notice of such termination thirty (30) days prior to the date of such termination, and SUBCONTRACTOR will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the UWP. SEMCOG will receive the work product produced by SUBCONTRACTOR under this Agreement up to the time of termination, prior to SUBCONTRACTOR being reimbursed. In no case will the compensation paid to SUBCONTRACTOR for partial completion of services exceed the amount SUBCONTRACTOR would have received had the services been completed.

b. Termination for Cause:

In the event SUBCONTRACTOR fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to SUBCONTRACTOR. SUBCONTRACTOR will be reimbursed as follows:

SUBCONTRACTOR will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the UWP. SEMCOG will receive the work product produced by SUBCONTRACTOR under this Agreement up to the time of termination, prior to SUBCONTRACTOR being reimbursed. In no case will the compensation paid to SUBCONTRACTOR for partial completion of the services exceed the amount SUBCONTRACTOR would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by SUBCONTRACTOR, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to SUBCONTRACTOR under this Agreement, as well as any other existing or future contracts or agreements between SUBCONTRACTOR and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the SUBCONTRACTOR. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold SUBCONTRACTOR responsible for any damages or excess costs occasioned thereby.

38. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet SUBCONTRACTOR obligation to SEMCOG under this Agreement, SUBCONTRACTOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

SUBCONTRACTOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the SUBCONTRACTOR obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

SUBCONTRACTOR shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SUBCONTRACTOR obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. SUBCONTRACTOR shall also notify MDOT and SEMCOG if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet SUBCONTRACTOR obligation to SEMCOG under this Agreement.

39.	TERM OF AGREEMENT				
	Upon award, this Agreement an amount not to exceed	t will be in effect from	meted in the	_ through Uni	for ified Work Program.
	Pass-Through Grant Recipie	nt Information:			
		Total Funds	Federal Fund	ls	Local Match
	FHWA PL 112 Funds CFDA #20.205				
	Federal Award: Federal Award Identification SEMCOG Grant: Consolidat SEMCOG Project: AAATA	n Number (FAIN):ted Planning Grant (_ FTA Pass-Thru))	
	The funds herein provided hereinafter named authority are not R&D funds.	shall be utilized for in accordance with the	transportation plan he	ning activitie _ Unified Wo	es carried out by the ork Program. These
40.	AWARD				
D.I.	The Agreement will become duly authorized representative resolution approving said representative(s) of SUBCO SEMCOG with this Agreem	ives of SUBCONT Agreement and aut ONTRACTOR, a c ent, as applicable.	RACTOR and SEI horizing the signatertified copy of w	MCOG and cure(s) therety	upon adoption of a to of the respective
IN	WITNESS WHEREOF, the p	parties have caused th	ns Agreement to be	awarded.	
SO	UTHEAST MICHIGAN CO	UNCIL OF GOVER	NMENTS		
By	:				
	Title: Executive Director				
Ву	Title:				
	Entity Identifier (DUNS	#)			

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment:
 All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Michigan Department of Transportation 0165 (09/15)

Michigan Department APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Page 1 of 2

PRIME CONSULTANT NAME DBE % REQUIRED		49 CFR Section 26.37 to monitor progred CONTRACT / AUTH NO. BILLI		BILLING PERIOD TO		INVOICE NUMBER		SUBMITTAL DATE		
S THIS PRIME FIRM MDOT-DBE (ERTIFIED)?	3	□NO	IS THIS THE FINA	AL INVOICE?	YES	□NO		
CERTIFIED DBE SUBCONSULTANT	SER	VICES / WORK PERF	ORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHOR SIGNATURE (F PAYMENT REPOR	INAL	DATE
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
F THE DBE % PROPOSED WAS N	OT ATTAI	INED, PLEASE INCLU	JDE THE R	EASON						
AS THE AUTHORIZED REPR	RESENTA	TIVE OF THE ABOVE	E PRIME CO	ONSULTANT, I STATE	THAT, TO THE BE	ST OF MY KNOW	EDGE, THIS INFO	RMATION IS TRUE	AND ACCU	RATE
PRIME CONSULTANT NAME TITLE			SIGNATURE				DATE			
COMMENTS										

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZIED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development PO Box 30050 Lansing, Michigan 48909 Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant leans that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

- required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions</u>

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of
 - federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant is a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier</u> Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval TO: SMART Board of Directors SUBMITTED BY: General Manager

FROM: VP of Maintenance APPROVED BY: Certification Committee

SUBJECT: Authorization of Contract Amendment No. 1 to Increase Funding for Heating, Ventilation

and Air Conditioning (HVAC) Preventative Maintenance & Repair Services

RECOMMENDATION

That the Board adopt the attached resolution authorizing Contract Amendment No. 1:

- for increased funding for heating, ventilation, and air conditioning (HVAC) preventative maintenance & repair services
- with Johnson Controls, Inc. located at 2875 Meadow Circle, Auburn Hills, MI 48326
- to increase funding at a cost not to exceed \$80,000 for the base one-year contract ending December 31, 2025, and to increase each of the option years by \$80,000.00
- for a total cost not to exceed \$264,000 for the base one year and a total not to exceed amount of \$792,000 for the three year period

DISCUSSION

On October 24, 2024, the SMART Board of Directors awarded a contract to Johnson Controls, Inc. for heating, ventilation, and air conditioning systems (HVAC) preventative maintenance and repair services. The contract has a one-year base period value at \$184,000, with two additional one-year options that SMART can exercise at its sole discretion, each also priced at \$184,000.00. The base year is set to expire on December 31, 2025.

Most of the rooftop units servicing all our buildings have exceeded the manufacturers' life expectancies, which are typically 20 years. As a result, servicing and maintaining these units has become increasingly expensive and less cost-efficient as we strive to extend their use for another cooling or heating season.

The request for additional funding is based on unforeseen repairs and the rising costs of parts and services. For these older units, technicians often need to perform multiple repairs during a single service call, resulting in higher labor costs. This amendment will increase funding by an amount not to exceed \$80,000 for both the base year and each additional option year. As a result, the total funding will not exceed \$264,000 per year, with a cumulative total not to exceed \$792,000 over the three-year period.

FUNDING & COSTS

This project is paid for using operating funds

Agenda Timeline	Base Year	Option Year 1	Option Year 2
October 24, 2024 (original)	\$184,000.00	\$184,000.00	\$184,000.00
August 28, 2025 (Contract Amendment No. 1)	\$80,000.00	\$80,000.00	\$80,000.00
New Totals	\$264,000.00	\$264,000.00	\$264,000.00

ATTACHMENTS

Resolution



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization of Contract Amendment No. 1 to Increase Funding for Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance & Repair Services

Heating, V	entilation and Air Conditioning (HVAC) Preventative Maintenance & Repair Services
Whereas,	On October 24, 2024, the Board of the Suburban Mobility Authority for Regional Transportation (SMART) approved a contract with Johnson Controls, Inc. for heating, ventilation and air conditioning preventative maintenance and repair; and
Whereas,	The contract is in the base one-year period and will expire on December 31, 2025; and
Whereas,	An increase in funding is necessary to service and maintain these units exceed the manufacturers' life expectancy of more than 20 years old and have become increasingly more expensive and less cost-efficient; and
Whereas,	Contract Amendment No. 1 will increase funding by an amount not to exceed \$80,000.00 for both the base year and each additional option year, bringing the total to \$264,000 for each year. All other terms and conditions will remain unchanged. The rates have been determined to be fair and reasonable; and
Whereas,	The aggregate total will not exceed \$792,000 for the three years; and
Whereas,	This project is funded using operating funds; and
Whereas,	The Vice President of Finance is satisfied that Johnson Controls, Inc. has performed under the contract terms and conditions; and
Whereas,	The EEO Department is satisfied that Johnson Controls, Inc. is in compliance with the equal opportunity/affirmative action policies of the Federal and State government and the affirmative action policies of SMART; now, therefore, be it
Resolved,	The General Manager of the Suburban Mobility Authority for Regional Transportation is authorized to approve Contract Amendment No. 1 with Johnson Controls, Inc. for HVAC services. This amendment will increase funding by an amount not to exceed \$80,000 for both the base year and each additional option year. As a result, the total funding will not exceed \$264,000 per year, with a cumulative total not to exceed \$792,000 over the three years.
	CERTIFICATE
Transportation,	ed, duly qualified Board Administrator of the Suburban Mobility Authority for Regional certifies the foregoing is a true and correct copy of a resolution adopted at a legally ing of the Board of the Suburban Mobility Authority for Regional Transportation held 2025.

Board Administrator

Date



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval TO: SMART Board of Directors SUBMITTED BY: General Manager

FROM: VP of Maintenance APPROVED BY: Certification Committee

SUBJECT: Authorization to Award a Contract for Antifreeze, Grease, Gear Oil and Windshield Solvent

RECOMMENDATION

That the Board adopts the attached resolution authorizing the award of a contract:

- for antifreeze, grease, gear oil and windshield solvent
- to Rowleys Wholesale, located at 3604 Wilder Road, Bay City, MI 48706
- for one year, beginning October 1, 2025, through September 30, 2026, with no renewal options
- at an amount not to exceed \$210.000.00.

DISCUSSION

The SMART Maintenance Department requires a consistent supply of essential fluids for routine fleet maintenance to ensure optimal vehicle performance and longevity. Specifically, we need high-quality antifreeze/coolant to maintain engine temperature during extreme weather conditions, as well as specialized gear oil designed to reduce friction and wear in transmission systems. Furthermore, we require premiumgrade grease for lubricating various moving parts, ensuring they operate smoothly and efficiently. Lastly, we need a windshield washer solvent that effectively removes dirt and debris while maintaining visibility for drivers. Timely access to these fluids is crucial for our fleet's operational reliability and safety.

PROCUREMENT PROCESS

Procurement Method: \boxtimes Sealed Bid \square Proposal \square Quote \square Sole Source

Advertising: Michigan Chronicle and Michigan Inter-governmental Trade Network

Number of Downloads: 44

Number of Responses: 5 Sealed Bids

Rationale for award: Rowleys Wholesale was determined to be the lowest-priced, responsive,

and responsible bidder. Price was determined to be fair and reasonable.

FUNDING & COSTS

This project is funded via: Operating Funds

Description	Not to Exceed Amount
Antifreeze, Grease, Gear Oil and Windshield Solvent – October 1, 2025, through September 30, 2026	\$210,000.00

ATTACHMENTS

Resolution



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Auth	orization to Award a Contract for Antifreeze, Grease, Gear Oil and Windshield Solvent
Whereas,	The Suburban Mobility Authority for Regional Transportation (SMART) Maintenance Department requires a consistent supply of essential fluids for routine fleet maintenance to ensure optimal vehicle performance and longevity; and
Whereas,	An Invitation for Bid (IFB) was advertised in the Michigan Chronicle and published on the Michigan Inter-governmental Trade Network (MITN). SMART received five (5) sealed bids; and
Whereas,	Rowleys Wholesale was determined to be the lowest-priced, responsive, and responsible bidder. Price was determined to be fair and reasonable; and
Whereas,	The project is funded via operating funds; and
Whereas,	The Vice President of Finance is satisfied Rowleys Wholesale has the potential to perform under the terms and conditions of the contract; and
Whereas,	The EEO Department is satisfied that Rowleys Wholesale is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore, be it
Resolved,	That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract for antifreeze, grease, gear oil and windshield solvent to Rowleys Wholesale for one year beginning October 1, 2025, through September 30, 2026, for an amount not to exceed \$210,000.00.
	CERTIFICATE
Transportati	gned, duly qualified Board Administrator of the Suburban Mobility Authority for Regional on, certifies the foregoing is a true and correct copy of a resolution adopted at a legally eeting of the Board of the Suburban Mobility Authority for Regional Transportation held on 2025.
Date	Board Administrator



agenda item

DATE: August 28, 2025 DISPOSITION SOUGHT: Board Approval TO: SMART Board of Directors SUBMITTED BY: General Manager

FROM: VP of Maintenance APPROVED BY: Certification Committee

SUBJECT: Authorization to Award a Contract for Oil and Transmission Fluids

RECOMMENDATION

That the Board adopt the attached resolution authorizing the award of a contract:

- for oil and transmission fluids
- to Major Brands Oil Co. located at 14140 E. 10 Mile Road, Warren, MI 48089
- for a one-year contract beginning October 1, 2025, through September 30, 2026, with no renewal options
- at an amount not to exceed \$630,000.00

DISCUSSION

The SMART Maintenance Department requires a consistent supply of high-quality oil and transmission fluids to ensure the efficient and reliable operation of the fleet. Specifically, we need synthetic and conventional motor oils that meet the standards for our various vehicle types, alongside automatic and manual transmission fluids tailored to the specifications of the fleet's different models. These fluids are essential for routine maintenance tasks, including oil changes, fluid checks, and overall vehicle servicing, to maintain performance and extend the lifespan of our vehicles. Regular monitoring and replenishment of these essential supplies are crucial to minimizing downtime and maximizing fleet efficiency.

PROCUREMENT PROCESS

Procurement Method: ⊠ Sealed Bid □ Proposal □ Quote □ Sole Source

Advertising: Michigan Chronicle and Michigan Inter-governmental Trade Network

Number of Downloads: 32 Downloads Number of Responses: 8 Sealed Bids

Rationale for Award: Major Brands Oil Co. was determined to be the lowest-priced, responsive,

and responsible bidder. Price has been determined to be fair and

reasonable.

FUNDING & COSTS

This project is funded via: Operating

Description	Not to Exceed Amount
Oil and Transmission Fluids – October 1, 2025, through September 30, 2026	\$630,000.00

ATTACHMENTS

Resolution

/MB



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Oil and Transmission Fluids

Whereas,	The Suburban Mobility Authority for Regional Transportation (SMART) Maintenance Department requires a consistent supply of oil and transmission fluids to ensure the efficient and reliable operation of the fleet; and
Whereas,	An Invitation for Bid (IFB) was advertised in the Michigan Chronicle and published on the Michigan Inter-governmental Trade Network (MITN). SMART received eight (8) sealed bids; and
Whereas,	Major Brands Oil Co. was determined to be the lowest-priced, responsive, and responsible bidder. Price was determined to be fair and reasonable; and
Whereas,	The project is funded via operating funds; and
Whereas,	The Vice President of Finance is satisfied that Major Brands Oil Co. has the potential to perform under the terms and conditions of the contract; and
Whereas,	The EEO Department is satisfied that Major Brands Oil Co. is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore, be it
Resolved,	That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a contract for oil and transmission fluids to Major Brands Oil Co. for one year, beginning October 1, 2025, through September 30, 2026, at an amount not to exceed \$630,000.00.
CERTIFICATE	
The undersigned, duly qualified Board Administrator of the Suburban Mobility Authority for Regional Transportation, certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on August 28, 2025.	

Board Administrator

Date

$\underline{MEMORANDUM}$

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Closed Session



$\underline{MEMORANDUM}$

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Board Member Business

<u>MEMORANDUM</u>

TO: SMART Board of Directors

FROM: Chairperson

DATE: August 28, 2025

SUBJECT: Adjournment

