



Working Session of the
Finance & Audit Committee
of the Board of Trustees of the Utah Transit Authority
Thursday, October 25, 2018, 12:00 p.m.-12:45 p.m.
Frontlines Headquarters, Golden Spike Rooms, 669 West 200 South, Salt Lake City

Committee Members: Jeff Acerson, Committee Chair Gina Chamness
Cort Ashton Dannie McConkie

Note: Gina Chamness will serve as acting chair for this meeting

Agenda

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1. Safety First Minute | Dave Goeres |
| 2. Item(s) for Consent | Gina Chamness |
| a. Approval of October 10, 2018 Finance & Audit Committee Meeting Report | |
| 3. Interlocal Agreement with Davis County to Fund the Davis-Salt Lake City Community Connector Bus Rapid Transit Project Conceptual Environmental and Engineering Work | Bret Millburn & Mary DeLoretto |
| 4. Execution of Stakeholder Agreements for First/Last Mile Connection Program of Projects | Mary DeLoretto |
| 5. Access to the Utah Public Treasurer's Investment Fund Accounts | Bob Biles |
| 6. General Contracts, Change Orders & Disbursements | |
| a. For Board Consent Approval | |
| 1. Contract: 5310 (Kostopolus Dream Foundation) | Ryan Taylor |
| 2. Contract: Employee Holiday Gift Cards (Harmons) | Steve Meyer |
| b. For Board Review and Resolution | |
| 1. Contract: Onsite Wellness Agreement (CareATC) | Kim Ulibarri |
| 2. Contract: Engine Oil (Crus Oil) | Todd Mills |
| 3. Contract: Springville Sharp/Tintic Railroad Construction (UDOT) | Mary DeLoretto |
| c. Pre-Procurement Update | Steve Meyer |
| 7. Other Business | Gina Chamness |

a. Final Meeting Minutes

8. Adjourn

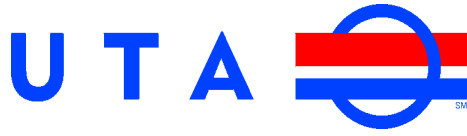
Gina Chamness

Public Comment: Members of the public are invited to provide comment during the general comment period at UTA's Board of Trustee meetings, or prior to any action on a board resolution at those meetings. Comment may be provided in person or online through www.rideuta.com. Additionally, public comment may be taken at committee meetings at the discretion of the committee chair. In order to be considerate of time and the agenda, comments are limited to two minutes per individual, or five minutes for a spokesperson designated to represent a group.

Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting callredge@rideuta.com or (801) 287-3536. Request for accommodations should be made at least two business days in advance of the scheduled meeting.

Carbon Monoxide: The Invisible Killer





Report of the Finance & Audit Review Committee Meeting Work Session
of the Board of Trustees of the Utah Transit Authority (UTA)
Wednesday, October 10, 2018
10:30-12:00 p.m.
FrontLines Headquarters, 669 West 200 South, Salt Lake City, UT

Attending

Gina Chamness, Acting Committee Chair

Dannie McConkie

Jeff Acerson and Cort Ashton were excused from the meeting.

1. Welcome and Safety First Minute – Gina Chamness and Dave Goeres

The meeting was called to order at by Chair Chamness at 10:33 a.m. Following a welcome, a brief safety minute was given by Dave Goeres, UTA Chief Safety & Security and Technology Officer.

2. Items for Consent – Gina Chamness

- a. Approval of September 19, 2018 Finance & Audit Committee Budget Work Session Meeting Report
- b. Approval of September 27, 2018 Finance & Audit Committee Meeting Report

A motion to approve the consent agenda was by Trustee McConkie and seconded by Chair Chamness. The motion carried unanimously.

3. August 2018 Financial Report and Dashboard – Bob Biles

Bob Biles, UTA Vice President of Finance, reviewed the financial report and dashboard. A question regarding fuel cost variances as electric buses come on line was posed and answered by staff.

A motion to forward the August 2018 financial report and dashboard to the full board was made by Trustee McConkie and seconded by Chair Chamness. The motion carried unanimously.

4. Q3 Investment Report – Bob Biles

Mr. Biles outlined the state of UTA's investment portfolio.

A motion to forward the Q3 investment report to the full board was made by Trustee McConkie and seconded by Chair Chamness. The motion carried unanimously.

5. 2019 Tentative Budget – Steve Meyer & Bob Biles

Steve Meyer, UTA Interim Executive Director, spoke about the benefits of transit, future challenges, major changes from the 2018 budget, and cost drivers and assumptions. Mr. Biles provided a more detailed overview of the tentative budget. Questions regarding Utah Valley Express service, sales tax projections, capital project selection, and funding were posed by trustees and answered by staff.

A motion to forward the 2019 tentative budget to the full board was made by Trustee McConkie and seconded by Chair Chamness. The motion carried unanimously.

6. Other Business – Gina Chamness

No other business was discussed.

7. Adjourn – Gina Chamness

A motion to adjourn was made by Trustee McConkie and seconded by Chair Chamness. The motion carried unanimously and the meeting adjourned at 11:29 a.m.

Transcribed by Teri Black
Senior Office Coordinator Finance
Utah Transit Authority
tblack@rideuta.com
801.287.3215

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/notice/491085.html> for entire content.

This document along with the digital recording constitute the official minutes of this meeting.

**DAVIS COUNTY BRT ENVIRONMENTAL AND ADVANCED
CONCEPTUAL ENGINEERING FUNDING AGREEMENT**

This Davis County BRT Environmental and Advanced Conceptual Engineering Funding Agreement (the "Agreement") is entered by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA") and Davis County ("Davis County"). UTA and Davis County are hereinafter collectively referred to as "parties" and each may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, UTA and Davis County, together with Salt Lake City, North Salt Lake City, Bountiful City, Woods Cross City, Salt Lake County, Wasatch Front Regional Council ("WFRC"), and the Utah Department of Transportation (the above-referenced entities, hereinafter collectively the "Project Partners") have agreed upon and approved the locally preferred alternative for the Davis-SLC Community Connector project (the "BRT Project"); and

WHEREAS, in its 2017 general session, the Utah State Legislature appropriated to Davis County \$1,200,000 (the "County BRT Funds") for roadway-related environmental, design, engineering and improvements for the BRT Project; and

WHEREAS, the Project Partners have agreed upon a scope of work for the environmental analysis, advanced conceptual engineering and project management (the "Work") that must be completed in order for the BRT Project to be considered for a federal funding application; and

WHEREAS, UTA has agreed to procure and manage a consultant to perform the Work;
and

WHEREAS, Davis County has agreed to provide UTA with the County BRT Funds solely for the purpose of completing the Work; and

WHEREAS, the Work will be coordinated with the Project Partners as described below.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement; Work to be Performed. This Agreement outlines the terms and conditions pursuant to which the County BRT Funds will be used to retain a consultant to complete the Work. The scope of the Work has been agreed to by the parties and is described in Exhibit "A." Any changes to the scope set forth in Exhibit "A" shall be coordinated with the Project

Partners and are subject to the approval of both parties, each party not to withhold its respective approval unreasonably.

2. Project Cost and Funding. The budget for the Work is detailed in Exhibit “B.” It is contemplated that the County BRT Funds will be sufficient to complete the Work, in accordance with the agreed scope.

3. Selection of Consultant to Perform the Work. Selection of the consultant to perform the Work (the “Consultant”) will be effected pursuant to a public procurement process in accordance with, and as required by, appropriate federal and state procurement requirements. UTA will prepare and release a request for qualifications. UTA shall invite a representative of Davis County to participate in the consultant evaluation and selection process. The Consultant will be selected pursuant to the qualifications-based process outlined in the solicitations documents. Following selection, UTA will negotiate and enter into a contract with the Consultant. Unless otherwise agreed by the parties, the Consultant’s contract will contain a not-to-exceed amount that is within the total project budget described above.

4. Transfer of Funds to Escrow Account. Davis County shall transfer all of the County BRT Funds to an escrow account specifically established for the Work. The escrow account shall be established with a bank or other escrow agent (and pursuant to escrow instructions) as mutually agreed by the parties. Davis County shall not be required to deposit the County BRT Funds until a mutually agreed escrow agreement has been executed by both parties. UTA shall not be required to execute the contract with the Consultant until the County BRT Funds have been deposited into escrow.

5. Use of Escrow Funds. Unless otherwise specifically approved in writing by Davis County, UTA may only use the County BRT Funds to pay for the Work identified in this Agreement (including the reimbursement of costs incurred by UTA under the terms of this Agreement). UTA shall make periodic draws from the escrow account to pay for the Work. Each draw request submitted to the escrow agent shall include a description of the Work completed, including copies of corresponding invoices from the Consultant.

6. Return of Unused Escrow Funds upon Completion of the Work. Any portion of the County BRT Funds that has not been expended on or before the closeout of the UTA-Consultant contract shall be returned to Davis County or applied to other phases of the BRT Project, all as directed, in writing, by Davis County.

7. Coordination of the Work with Project Partners: Steering Committee. UTA will serve as the lead agency, will hold and manage the contract with the Consultant and perform project management for the Work. UTA will coordinate with the other Project Partners and solicit project input through a project steering committee. The Project Partners will each appoint a representative to a project steering committee. The project steering committee will meet periodically during the progress of the Work to discuss substantive project issues. UTA will provide members of the project steering committee with regular reports of project progress and expenditures. Project steering committee members will have the opportunity to review and provide feedback with respect to the deliverables submitted by the Consultant from time to time.

8. Recordkeeping. UTA shall maintain a record of all expenditures of County BRT Funds in such a way that Davis County may confirm that such funds have been spent only for the purposes specified in this Agreement. A project accounting summary of expenditures will be provided by UTA to Davis County monthly. UTA shall make relevant books and records available to the County at reasonable times and upon reasonable notice.

9. Amendment, Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by the parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

10. Entire Agreement. This Agreement constitutes the entire Agreement by and between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the parties hereto.

11. Notices. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and will be personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Hal Johnson
669 West 200 South
Salt Lake City, UT 84101

If to Davis County:

Davis County
Attn: Davis County Commission
61 South Main Street
P.O. Box 618
Farmington, UT 84025

12. Dispute Resolution. The parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

13. Remedies. In the event of a breach of this Agreement by one party, the other party shall be entitled to all remedies available at law. Available remedies shall be cumulative and not exclusive.

14. Assignment. The parties enter in to the Agreement for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Agreement. Neither party may assign any of its rights or responsibilities, nor delegate its obligations, under this Agreement (or any part hereof) without the prior written consent of the other party, and any attempted transfer in violation of this restriction shall be void.

15. Governmental Immunity. Each of the parties is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No party waives any defenses otherwise available under the Governmental Immunity Act.

16. Governing Law. The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Agreement that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah.

17. Severability. Any provision of the Agreement prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement.

18. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

19. Counterparts. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of the Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

20. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act (Utah Code Ann. §11-13-101, Et. Seq. and hereinafter the “Interlocal Act”), and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be authorized by resolution of the legislative body of UTA and the legislative body of Davis County, all as required by Section 11-13-202.5 of the Interlocal Act. This Agreement shall be effective receipt of such authorization and full execution by both parties.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act.
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action undertaken pursuant to this Agreement, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the UTA Board of Trustees and by the Davis County Commission.

f. This Agreement shall automatically terminate upon the completion of the Work and (as applicable) the return of unused escrow funds to Davis County as contemplated in Section 7 of this Agreement.

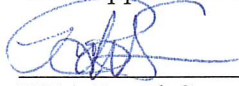
IN WITNESS WHEREOF, the parties have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By: _____ Date: _____
Steve Meyer, Interim Executive Director

By: _____ Date: _____
Bob Biles, Vice President: Finance

Approved as to Form and Compliance
with Applicable Law:



UTA Legal Counsel

DAVIS COUNTY

By: _____ Date: _____
Randy B. Elliott, Chair
Board of Davis County Commissioners

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Approved as to Form and Compliance
with Applicable Law:

Davis County Attorney's Office

EXHIBIT A

Scope of Work

[Draft procurement document records protected under 63G-2-305(6) pending release of contract solicitation]

EXHIBIT B

Project Budget

[Draft procurement document records protected under 63G-2-305(6) pending release of contract solicitation]

**RESOLUTION OF THE BOARD OF TRUSTEES OF UTAH TRANSIT
AUTHORITY AUTHORIZING EXECUTION OF STAKEHOLDER
AGREEMENTS FOR FIRST/LAST MILE CONNECTION
PROGRAM OF PROJECTS**

R2018-10-04

October 25, 2018

WHEREAS, Utah Transit Authority (the “Authority”) is a public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, for the past several years, the Authority has been working with cities, counties and other public stakeholders (the “Stakeholders”) on a jointly planned program of capital projects that will facilitate access and improve connections to the Authority’s public transit system (collectively the “Projects”); and

WHEREAS, the Authority has obtained: (i) a grant of federal assistance (the “TIGER Grant”) for these Projects; and (ii) local match commitments from the Stakeholders for certain Stakeholder-sponsored Projects; and

WHEREAS, the local match commitments provided by Stakeholders for Stakeholder-sponsored Projects have been memorialized (or will be memorialized) in TIGER Grant Stakeholder agreements, project supplements issued pursuant to such agreements, and related local funding agreements (collectively the “Stakeholder Agreements”); and

WHEREAS, the Stakeholder Agreements identify a budget for each Project, and/or provide the terms, conditions and timelines pursuant to which the Stakeholders or other third parties will provide the local match commitments; and

WHEREAS, the Authority has previously executed approximately 20 Stakeholder Agreements; and

WHEREAS, there are approximately five Stakeholder Agreements that are still being negotiated by the Authority and the applicable Stakeholders (or third parties providing funding on behalf of a Stakeholder); and

WHEREAS, these remaining Stakeholder Agreements will need to be executed in the next several weeks to meet the Authority’s contractual commitments to the Stakeholders; and

WHEREAS, the Authority's role with respect to each Stakeholder-sponsored Projects is to manage the design and construction of such Project utilizing the federal funds apportioned to such Project under the TIGER Grant and the local funding provided for or on behalf of the applicable Stakeholder; and

WHEREAS, the Authority's Board of Trustees (the "Board") desires to provide the Executive Director with authority to approve the remaining Stakeholder Agreements consistent with the TIGER Grant; and

WHEREAS, this Resolution is issued pursuant to the Board's authority to establish a separate approval process for contracts, expenses and change orders for major capital projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Executive Director and/or his designees are authorized to execute any remaining Stakeholder Agreements that are reasonable and necessary to proceed with the Projects in accordance with the terms and conditions of the TIGER Grant.
2. That the Authority's financial commitment with respect to any Stakeholder Agreement executed pursuant to this authorization shall be limited to the amount of federal funds allocated to the corresponding Project(s) under the TIGER Grant.
3. That the Executive Director shall be responsible for ensuring the Stakeholder Agreements provide for sufficient local funding to match the federal funds provided under the Authority's TIGER Grant.
4. That the corporate seal be attached hereto.

Approved and adopted this 25th day of October 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25th day of October, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY DESIGNATING AUTHORIZED USERS FOR ITS UTAH PUBLIC
TREASURERS' INVESTMENT FUND ACCOUNTS**

R2018-10-05

October 25, 2018

WHEREAS, Utah Transit Authority (the "Authority") is a public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Utah Public Treasurer's Investment Fund ("PTIF") is available to state and local government entities, including special service districts, to provide a short-term cash investment vehicle; and

WHEREAS, PTIF invests only in securities authorized by the Utah Money Management Act, including investment-grade corporate notes, top tier commercial paper, money market mutual funds, and U.S. government agency obligations; and

WHEREAS, the Authority currently maintains accounts with PTIF because they provide the Authority with a means to safely invest funds at a competitive interest rate while maintaining a high degree of liquidity; and

WHEREAS, the Authority is required to designate PTIF users to access funds, to direct transactions, to add, delete or make changes to bank accounts tied to PTIF accounts, to open or close accounts, and to execute any necessary forms in connection with such changes on behalf of the Authority; and

WHEREAS, the Authority requires the approval of two designated users prior to accessing funds, directing transactions, adding, deleting, or making changes to bank accounts tied to PTIF accounts, opening or closing accounts, and executing any necessary forms in connection with such changes to PTIF accounts; and

WHEREAS, the Authority desires to designate Robert K. Biles, Vice President of Finance; Troy Bingham, Comptroller; and Bryan Steele, Assistant Comptroller, as authorized users on its PTIF accounts.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority (the "Board"):

1. That Robert K. Biles, Troy Bingham, and Bryan Steele are hereby designated as PTIF users.

2. That Robert K. Biles is directed to execute the Public Entity Resolution in substantially the same form as the exhibit to this Resolution and file it with the Office of the State Treasurer.
3. That this resolution shall remain in full force and effect until written revocation is delivered by the Authority to the Office of the State Treasurer.
4. That the Board hereby ratifies any and all actions previously taken by the Authority's management and staff to give effect to this Resolution.
5. That the corporate seal be attached hereto.

Approved and adopted this 25th day of October 2018.

Greg Bell, Chair
Board of Trustees

ATTEST:

Robert K. Biles, Secretary/Treasurer

(Corporate Seal)

CERTIFICATE

The undersigned duly qualified Chair of the Board of Trustees of the Utah Transit Authority certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Trustees held on the 25th day of October, 2018.

Greg Bell, Chair
Board of Trustees

Robert K. Biles, Secretary/Treasurer

Approved As To Form:

Legal Counsel

Exhibit A



1. Certification of Authorized Individuals

I, Robert K. Biles (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Utah Transit Authority (Name of Legal Entity). Please list at least two individuals.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Robert K. Biles (Vice President Finance), Troy Bingham (Comptroller), and Bryan Steele (Assistant Comptroller).

The authority of the named individuals to act on behalf of Utah Transit Authority (Name of Legal Entity) shall remain in full force and effect until written revocation from Utah Transit Authority (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Secretary (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 25th day of October, 2018, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row includes Robert K. Biles, Secretary.

STATE OF UTAH)
COUNTY OF _____)

Subscribed and sworn to me on this 25th day of October, 2018, by Robert K. Biles (Name), as Secretary (Title) of Utah Transit Authority (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature _____

General Contracts, Change Orders and Disbursements

Revenue Contracts
Disbursements
Contracts & change orders
Pre-Procurements (information)

										Change Orders			Finance & Audit Committee 10/25/18					
Item #	Board Motion	Criteria	Type	Project Manager	Project Title	Summary Description & Purpose	Vendor (or potential vendors)	Total Contract Value	Change Order Amount	Total Contract Amount After Change Order	Percentage Change	Contract Start Date	Contract End Date (incl. options)	Included In 2018 Budget?	Solicitation Method	Number Of Firms Which Responded To Solicitation	Total Contract Amount Of Next Lowest Bidder	
6a1	Motion to approve the contract and forward to Board for consent agenda	Contract is \$200,000 - \$999,999	5310 Contract	Ryan Taylor	5310 Contract	Kostopolus Dream Foundation 5310 Contract	Kostopolus Dream Foundation	\$ 426,622	\$ -	N/A	N/A	9/28/2018	6/30/2021	Yes	5310 Grant	N/A	N/A	
6a2	Motion to approve the contract and forward to Board for consent agenda	Contract is \$200,000 - \$999,999	Contract	Steve Meyer	Holiday Gift Cards	Employee holiday gift cards for employee appreciation	Harmon's Grocery	\$ 282,750	\$ -	N/A	N/A	11/1/2018	11/1/2018	Yes	IFB	3	\$ 289,250	
6b1	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Nancy Malecker	Onsite Wellness Clinic	3 year contract to manage health clinic services at UTA's two onsite health clinics for employees	CareATC	\$ 7,000,000	\$ -	N/A	N/A	1/1/2019	1/1/2022	Yes	RFP	6	\$ 7,538,693	
6b2	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Contract	Jeff Allen	Engine Oil	Various petroleum products to maintain the revenue fleet	Crus Oil	\$ 1,645,567	\$ -	N/A	N/A	10/26/2018	10/31/2022	YES	IFB	4	\$ 1,664,724	
6b3	Motion to forward the contract to the Board for approval	Contract is > \$1,000,000	Revenue	Grey Turner	Springville Sharp-Tintic Railroad Connection	Sharp and Tintic corridor grant pass-through	UDOT	\$ 5,553,000	\$ -	N/A	N/A	11/1/2018	12/31/2019	Yes	Revenue Contract	N/A	N/A	
6c1	Pre-Procurement (information only)	Contract is > \$1,000,000	Pre-bid Review	Hal Johnson	Davis-SLC Community Connector Consultant	Consultant to assist with the development of an environmental document and conceptual engineering for the Davis County BRT	TBD	\$ 1,200,000	\$ -	N/A	N/A	TBD	TBD	Yes	RFP	TBD	TBD	
6c2	Pre-Procurement (information only)	Contract is > \$1,000,000	Pre-bid Review	Hal Johnson	Ogden-WSU BRT Final Design	Procurement to complete final design of the Ogden BRT	TBD	\$ 5,000,000	\$ -	N/A	N/A	TBD	TBD	Yes	RFP	TBD	TBD	

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Motion to approve the contract and forward to Board for consent agenda

Criteria: Contract is \$200,000 - \$999,999

Contract #: 18-2722BM

Contract Title: Kostopulos Dream Foundation 5310

Project Manager: Ryan Taylor

Contract Administrator: Brian Motes

Impacted Areas: Coordinated Mobility

Included in budget? Yes

Procurement method: Revenue Contract

Contractor: Kostopulos Dream Foundation

Sole-Source Reason: N/A

Total Contract Value
Qty & Unit price \$ 426,622

Contract term (Months) 32 months

Contract options (Months) N/A

Contract start date: 9/28/2018

Contract end date: 6/30/2021

Number of responding firms: 1

Next Lowest Bidder: N/A

Detailed Description & Purpose:

UTA administers the FTA 5310 Grant program for three urbanized areas of Utah. These are primarily located in the UTA service district. This contract is for FTA 5310 Grant Funds that are flow through dollars to eligible organizations that serve seniors and people with disabilities. No UTA funds are expended in the 5310 Grant contracts. Funding is FTA Grant monies and local match is provided by the local entities. UTA passes through these funds to the eligible organization. The Scope of Work includes the operation costs to provide enhanced transportation service to seniors and people with disabilities beyond what is currently available.

Scope of Work:

1. 4 Replacement 8-14 passenger vans
2. 1 Replacement minivan
3. Operation costs to provide enhanced transportation services to seniors and people with disabilities beyond what is currently available.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.:
 Board Review Date:

CONTRACT SECTION

- 1) Contract/P.O. No. **18-2722BM** (Assigned by Purchasing) Contract Administrator: **Brian Motes**
 Project Manager: **Holly Mahoney**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 E. Option F. Other G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: **5310**
- 4) Contract Title **5310 Kostopolus Dream Foundation**
- 5) Description / Purpose (of contract or project) **FY2015-17 Sec 5310 Salt Lake/West Valley Capital, Operating, Enhanced Mobility of Seniors and Individuals with Disabilities**
- 6) Contractor Name **Kostopolus Dream Foundation**
- 7) Effective Dates Beginning: **09/28/18** Ending: **06/30/21**
- 8) Option to renew? Yes No Renewal terms **N/A**

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ **426,622.00**
 9a) Current Contract Value: \$ **426,622.00**
 9b) Amendment Amount: \$ **-**
 9d) New Contract Value (including all amendments) \$ **-**
 9e) Is the amount an estimate? Yes No

(Estimate if per transaction cost)

9f) *If estimated, how was the estimate calculated?*

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **20-1717.43115 & 20-1717.68915.300901** Capital Project Code **MSP18118**
- 12) Budgeted? Yes No Budget amount: \$ **426,622.00**
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes		<u>Jerry Syenquist</u>
Accounting Reviewed	<input checked="" type="checkbox"/> Yes		<u>Bryan Steele</u>

16) Approval Signatures

	Route to?	Initials	
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Ryan Taylor</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<u>Cheryl Beveridge</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Cheryl Beveridge</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

COMPLIANCE INFORMATION
(Required agreement information, must be filled out)

1	Subrecipients Name (must match name associated with the DUNS Number) Address and primary phone:	Kostopolus Dream Foundation 4180 E. Emigration Canyon Salt Lake City, UT 84108-1764 (801) 582-0700 ext. 106	
2	Primary agency contact information for subrecipient:	Stacey Davis staceydavis@campk.org	
3	Subrecipient DUNS number	621417328	
4	Federal Award Identification number (FAIN)	UT-2017-017	
5	Federal Award Date (to recipient agency from FTA)	9/11/2017	
6	Period of Performance	Begin Date:9/11/2017	End Date:6/30/2021
7	Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient	\$280,598	
8	Total amount of Federal funds obligated to the sub recipient, including the current obligation	\$438,393	
9	Total amount of the Federal award committed to the subrecipient		
10	Federal Award Description	FY 2015-17 Sec 5310 Salt Lake/West Valley Capital, Operating	
11	Name of Federal awarding agency	Federal Transit Administration	
12	Pass- Through Entity	Utah Transit Authority	
13	Contact information for awarding official of the pass-through entity:	Holly Mahoney HMahoney@rideuta.com 801-237-1994	
14	Catalog of Federal Domestic Assistance (CFDA) number	20.513	
15	Catalog of Federal Domestic Assistance (CFDA) Name	Enhanced Mobility of Seniors and Individuals with Disabilities	
16	Total Amount of Federal Funds Available	\$1,588,868	
17	Indirect Cost Rate	Indirect Costs are not allowed under the award.	

18.) Is this award for research and development? (R&D)

YES

NO

**TERMS OF PARTICIPATION
(Vehicle Purchase and Provision of Operating Costs)**

These Terms of Participation for the purchase of vehicles and for operating costs ("Terms" or "Participating Terms") are entered into and agreed upon on this *26th* day of *September*, 2018 by and between Kostopolus Dream Foundation, a 501 (c) (3) Non Profit whose principal address is 4180 E. Emigration Canyon, Salt Lake City, UT 84108-1764 ("Sub-Recipient"), and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or "Recipient"). Sub-Recipient and UTA hereafter collectively referred to as the "Parties" and either of the foregoing may be individually referred to as "Party," all as governed by the context in which such words are used.

WHEREAS, the Federal Transit Administration Act of 1964, 49 U.S.C. §5310, as amended, provides for capital and operating grants to private non-profit organizations or public bodies for the specific purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate;

WHEREAS, the Governor of the State of Utah, in accordance with the Federal Transit Administration ("FTA"), has designated UTA to evaluate and select projects proposed by the Sub-Recipient and to coordinate grant applications;

WHEREAS, Sub-Recipient desires to receive and utilize grant funds for the purchasing of equipment described in "Exhibit A" of this Agreement ("Project Equipment") and operating costs to provide transportation services to meet the needs of elderly persons and persons with disabilities in the State of Utah; and

WHEREAS, UTA and Sub-Recipient agree that Sub-Recipient act in accordance with the requirements imposed by state and federal law, and the rights and duties created therein, when participating in the above-stated grant programs.

NOW THEREFORE, on the stated recitals, which are incorporated herein by reference, UTA and the Sub-Recipient agree as follows:

1. Purpose of Participating Terms. The purpose of these Terms is to provide for the undertaking of transportation services to elderly persons and persons with disabilities as set forth, and also further defined by, the Project Description (defined below), Project Budget (defined below), the Plan (defined below) and these Terms (hereinafter referred to as "Project") by the Sub-Recipient and to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. Scope of Project. The Sub-Recipient shall undertake and complete the Project as described in the attached Exhibit A ("Project Description"), filed with and approved by UTA and FTA, and in accordance with the terms and conditions of these Terms.
3. Participating Period. The Sub-Recipient shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner. Project shall be complete when compliance to Federal regulations has been met and scope of the Project has been completed

("Completion Date"). The period between the execution of these Terms and the Completion Date will be hereinafter referred to as the "Participating Period."

4. Grant Award. The Sub-Recipient will be awarded a maximum of Two Hundred Eighty Thousand Five Hundred and Ninety Eight Dollars(\$280,598) for the costs authorized by these Terms as further described in the "Project Budget" as set forth in, and defined by, Exhibit B, and incorporated herein as if it is set out in full.
5. Sub-Recipient's Capacity. Sub-Recipient agrees to maintain or acquire sufficient legal, financial, technical and managerial capacity to (1) plan, manage, and complete the Project, and provide for the use of Project Equipment; (2) plan and carry out safety and security aspects of the project and (3) comply with these Terms, the terms of the Project Description, Project Budget, the Project schedules in the Project Budget, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing this Project.
6. Federal Law and UTA 5310 Grant Documents Incorporated by Reference. Sub-Recipient agrees to abide by federal law and regulations as applicable, including all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the Participating Period. Many provisions included within these Terms are incorporated from certain Standard Terms and Conditions, set forth in FTA Circular 4220.1D, dated April 15, 1996 ("FTA Standard Terms"), as required by the United States Department of Transportation (DOT). The FTA Standard Terms are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in these Terms. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests, which would cause UTA to be in violation of the FTA Standard Terms.
 - 6.1 Federal Transit Administration Master Agreement. Sub-Recipient recognizes that all federal awards and grants, including the grants giving rise to these Terms, are governed by FTA's most current version of the Master Agreement ("Master Agreement") and is hereby incorporated by reference and all terms contained therein are included, in their entirety, into these Terms. The Master Agreement can be found at <https://www.transit.dot.gov> or <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2017>.
 - 6.2 Certification and Assurances. Sub-Recipient agrees to abide by the Certification and Assurances as executed and described in Exhibit C, and incorporated herein by reference as if set forth in full. Any breach of said Certification and Assurances will be a breach of these Terms.
 - 6.3 Project Management Plan. Sub-Recipient agrees to abide by the most current version of the UTA 5310 Program Management Plan (referred to as the "Plan") in its entirety, including, but not limited to, the care, use, and maintenance of the Project Equipment (defined below), the program management and administrative requirements, and attend all training required therein. The Plan may be found at <https://www.rideuta.com/> or https://www.rideuta.com/uploads/UTA5310PMPFinalI_28_15.pdf and is incorporated herein by reference. Any material breach of the Plan is a breach of these Terms.
7. Agency. Sub-Recipient is an independent contractor with UTA. These Terms do not create any type of agency relationship, joint venture, or partnership between the Sub-Recipient and UTA. Any

periodic plan and specification review, construction inspection, or compliance oversight performed by UTA arising out of the performance of these Terms does not relieve Sub-Recipient of its duty in the performance of these Terms or ensure compliance with acceptable standards.

8. Cost of Project. The cost of the Project shall be in the amount indicated in the attached Approved Project Budget (Exhibit B) and shall be borne in the manner described therein. Sub-Recipient agrees that it will provide funds in the amount sufficient, together with the Grant, to assure payment of the actual Project cost. Sub-Recipient shall initiate and prosecute to completion all actions necessary to enable Sub-Recipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Sub-Recipient further agrees that no refund or reduction of the amount so provided will be made at the same time, unless there is at the same time a refund to UTA of a proportional amount of the Grant. Sub-Recipient agrees that "Project Costs" eligible for federal participation must comply with 2 CFR § 200, Subpart E – Cost Principles. Indirect costs will only be allowed as provided for in 2 CFR § 200.414.
9. Purchase of Project Equipment. The purchase of all Project Equipment financed in whole or in part pursuant to these Terms shall be undertaken by UTA on behalf of Sub-Recipient or by Sub-Recipient in accordance with the procedures set forth by the Office of Management & Budget in 2 CFR 200.317-200.326, 49 CFR Parts 567, 661, 663, 665, and FTA Circular 4220.1F; Third Party Contracting Guidelines. Project Equipment shall be identified in the Project Description at the time of delivery and will constitute as the legal description of the equipment purchased under these Terms.
 - 9.1 With respect to the Project Equipment, Sub-Recipient shall take possession of the Project Equipment upon delivery of the required local matching funds to UTA in the amount of 20% of the cost of the Project Equipment. Sub-Recipient's operating costs shall be reimbursed by UTA at the rate of 50% of the amount of the incurred expenses submitted to UTA on a quarterly basis to the address provided in Section 9. UTA shall only reimburse Sub-Recipient for operating costs for which Sub-Recipient has provided sufficient documentation.
10. Use of Project Equipment. Sub-Recipient agrees that the Project Equipment shall be used according to, and in compliance with, the Plan and the Project Description for the duration of the useful life or the Participating Period, whichever ends later. If the Project Equipment is not used accordingly, Sub-Recipient shall immediately notify UTA and shall dispose of such Project Equipment in accordance with §5310, FTA Circular 5010.1D, the Plan, and the procedures as referenced in the Master Agreement.
 - 10.1 Sub-Recipient shall keep satisfactory records with regard to the use of Project Equipment and submit to UTA, upon request, such information as is required in order to assure compliance with this Section and shall immediately notify UTA in all cases where Project Equipment is used in a manner substantially different from that described in the Plan or Project Description.
 - 10.2 Sub-Recipient shall maintain in amount and form satisfactory to UTA such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use.
 - 10.3 Sub-Recipient shall submit annually to UTA the Fiscal Year Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements; during such period certify that the Project Equipment is still being used in accordance with the terms of this Section and that no part of the local contribution to the cost of the Project has been refunded. During the Participating Period, Sub-Recipient shall maintain the Project Equipment and facilities at a

high level of cleanliness, safety, and mechanical soundness. UTA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. The Plan requires Sub-Recipient to have and follow a written Project Equipment maintenance plan.

10.4 UTA reserves the right to require Sub-Recipient to restore the Project Equipment or pay for damage to Project Equipment as a result of abuse or misuse of such equipment with Sub-Recipient's intent, knowledge, or consent.

11. Notice. Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

Utah Transit Authority ATTN: Holly Mahoney 669 West 200 South Salt Lake City, UT 84101 If to Sub-Recipient:	Kostopulos Dream Foundation Stacey Davis 4180 E. Emigration Canyon Salt Lake City, UT 84108-1764
-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

With a required copy to:
Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

12. Procurement. Sub-Recipient agrees to comply with procurement requirements set forth in 2 CFR § 200.317 – 326 as applicable. Sub-Recipient agrees in accordance with 2 CFR 200 Part § 415 that its procurement and procurement system will comply with all applicable thirty party procurement provisions of federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Sub-Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory.

13. Third Party Contracts. Unless otherwise authorized in writing by UTA, Sub-Recipient shall not assign any portion of the Project, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party, including sub-contractors, with respect to its rights and responsibilities under these Terms without the prior written concurrence of UTA.

13.1 In the event UTA does grant prior written concurrence, all contracts must include all the same terms and conditions required by state and federal law, all provisions included in these Terms, including the agreements incorporating herein by reference, and the Master Agreement. Sub-Recipient is responsible for ensuring that all work performed by said third party is insured under their insurance policy, or requiring that the third party meet the insurance provisions required under these Terms. All subcontractors must be registered with UTA, and UTA must grant prior written approval before subcontractors begin performing work in furtherance of the Project.

13.2 In the event UTA does grant prior written concurrence, all contracts, subcontracts, and subcontractors lower tier contracts, must be approved by UTA before execution thereof.

- 13.3 Sub-Recipient may not, in any case, execute any transfer of title, assignment, lease, lien, pledge, mortgage, encumbrance, third party Contract, grant anticipation note, alienation, or other obligation that in any way would affect the Federal interest in the Project Equipment.
14. Interest of Members of or Delegates to Congress. No member or delegate to the Congress of the United States shall be admitted to any share or part of these Terms or to any benefit arising there from.
15. Prohibited Interest. No member, officer or employee of Sub-Recipient during their tenure or one year thereafter shall have any interest, direct or indirect, in these Terms or the proceeds thereof.
16. Compliance with State and Federal Law in the Operating of Project Equipment. Sub-Recipient will comply with the requirements of motor vehicle equipment Safety Standards as established by the State of Utah and applicable federal law.
- 16.1 Sub-Recipient shall require all persons operating Project Equipment, including all motor vehicle equipment(s), to adhere to all safety rules set forth by the State of Utah and federal law which shall include, but not be limited to, proper commercial driver licensing, as required by Utah and federal law.
- 16.2 When new motor vehicle equipment are purchased under these Terms, Sub-Recipient shall obtain a written certification from the manufacturer that the motor vehicle equipment meets or exceeds all state and federal and state emission requirements.
- 16.3 Sub-Recipient shall comply with State of Utah motor vehicle equipment regulations in properly licensing all motor vehicle equipment purchased under these Terms. Exempt plates cannot be issued to private non-profit organizations. If motor vehicle equipment are found to be licensed, registered, or titled improperly, all costs to conform to the State of Utah motor vehicle equipment Regulations shall be borne by Sub-Recipient.
- 16.4 Sub-Recipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Sub-Recipient has obtained all insurance required by State law and, when applicable, federal law. Sub-Recipient will obtain the minimum specified coverage in the following:
- 16.4.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.
- 16.4.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.
- 16.4.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.
- 16.4.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

16.4.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

16.4.6 No Fault – Minimum specified by State and Federal law, whichever is greater.

16.4.7 This insurance will continue uninterrupted throughout the Participating Period.

16.4.8 Sub-Recipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.

16.5 Sub-Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Sub-Recipient, Contractors or UTA.

Sub-Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. State Lien. In order to protect UTA’s interest and establish its right to claim the Project Equipment in the event of a bankruptcy or other creditor action against Sub-Recipient, Sub-Recipient hereby grants and assigns a security interest in all equipment, vehicles, etc., purchased under these Terms, namely the Project Equipment. Sub-Recipient shall cause all documents to be executed necessary to properly create and record the security interest and cause all said documents to be properly recorded under Utah law. Project Equipment titles shall show UTA as the first-place lien holder.

17.1 UTA is to hold the title of the Project Equipment as lienholder over the Project Equipment.

17.2 Sub-Recipient shall attach the following statement to the deed/title(s) of the Project Equipment to constitute legal notification:

This vehicle/equipment was purchased in part with Federal funds from the Federal Transit Administration.

17.3 Upon Sub-Recipient’s clearing, or attempted clearing, of title of, or state liens on, the Project Equipment, Sub-Recipient shall comply with UTA’s asset disposal policy as maintained by UTA at the time that Sub-Recipient seeks to clear UTA’s interests.

18. Indemnity. Sub-Recipient agrees to hold harmless and indemnify UTA, its officers, employees and agents (“Indemnitees”) from and against all claims, suits, and costs including attorneys’ fees for injury or damages of any kind, arising out of Company’s negligent acts, errors or omissions in the performance of these Terms, and from and against all claims, suits and costs including attorney’s fees for injury or damage of any kind, arising out of Indemnities failure to inspect, discover, correct or

otherwise address any defect, dangerous condition or other condition created by or resulting from Sub-Recipient's negligent acts, errors or omissions in the performance by Sub-Recipient or its subs at any tier within the scope of responsibilities of Sub-Recipient under these Terms.

19. Federal, State, and Local Law Disclaimer. The provisions of these Terms shall be governed by the laws of State of Utah. Venue for any legal proceeding regarding these Terms shall be in Salt Lake County, State of Utah. Sub-Recipient and those engaged by Sub-Recipient shall comply with all Federal, State, and local laws, regulations and other legally binding requirements that pertain to services provided under these Terms.
20. Statement of Financial Assistance. These Terms are subject to a financial assistance agreement between UTA and the U.S. Department of Transportation.
21. Project Changes. Occasionally during the course of this Project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective and scope shall be justified by Sub-Recipient and forwarded to UTA for approval.
 - 21.1 Any changes in the Project, approved or otherwise, do not effect or diminish the obligations of Sub-Recipient under these Terms.
 - 21.2 Any extension in the proposed scope of services, increases in cost, or Participating Period will require a fully executed supplemental agreement or Terms of Participation. The supplemental Terms will establish the extent of changes, extensions, modifications and the compensation therefore.
 - 21.3 All amendments or changes to these Terms must be made in writing and executed by and agreed to by UTA.
22. Severability. If any provision or part of a provision of these Terms is held to be unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected and these Terms shall be construed and enforced as if such provision in its original form and content had never comprised a part thereof.
23. Status Verification System. State law mandates that Sub-Recipient physically performing services provided under these Terms must register and participate in the Status Verification System to verify the work eligibility status of Sub-Recipient's new employees.
24. No Third Party Beneficiaries. Sub-Recipient agrees to these Terms for the sole benefit of Sub-Recipient, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of these Terms. Sub-Recipient represents that the execution of these Terms and the performance required under these Terms are within its duly authorized powers.
25. Changes in Project Performance. Sub-Recipient agrees to notify UTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Sub-Recipient's ability to perform the Project according to these Terms. Sub-Recipient also agrees to notify UTA immediately, in writing, of any current or prospective major

dispute, breach, default, or litigation that may adversely affect UTA's or the Federal Government's interests in the Project or the federal interest(s) in the Project Equipment.

26. Trafficking in Persons. To the extent applicable, Sub-Recipient agrees to comply with, and assures the compliance of each third party contractor, including all subcontractors, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of Subsection 3.g of the Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.
27. Planning and Private Enterprise. Sub-Recipient agrees to implement the Project in accordance with the following Federal planning and private enterprise provisions:
 - 27.1 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
 - 27.2 Joint FHWA/FTA regulations, "Statewide Transportation Planning; Metropolitan Transportation Planning," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto.
 - 27.3 In addition to providing opportunities to participate in planning described in Paragraph 21 of these Terms, to the extent feasible, Sub-Recipient agrees to comply with 49 U.S.C. § 5323(k), which affords governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
 - 27.4 To the extent applicable during the implementation of the Project, Sub-Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.
28. Audit and Inspection. Sub-Recipient will permit UTA, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives, to inspect all motor vehicle equipment, facilities and Project Equipment, all transportation services rendered by Sub-Recipient by the use of such vehicles and/or equipment, and all relevant Project data and records. All payments made by Sub-Recipient to any potential subcontractors for services required by these Terms shall be subject to audit by UTA. Sub-Recipient shall also permit the above named persons to audit the books, records and accounts of Sub-Recipient pertaining to the Project. If Sub-Recipient receives over \$500,000 in Federal funds from all sources, Sub-Recipient shall submit an audit to UTA annually, following the procedures set forth in 2 CFR 200 Subpart F, 2 CFR § 200.500 et. seq.
29. Access to Records and Reports.
 - 29.1 Establishment and Maintenance of Accounting Records. Sub-Recipient shall establish and maintain, in accordance with requirements established by UTA, separate accounts for the Project, either independently or within its existing accounting system, to be known as the "Project Account."
 - 29.2 Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of UTA.

- 29.3 Method of Payment. UTA, using FTA Grant Program 5310 appropriations, shall reimburse Sub-Recipient for the Federal portions, as they are made available to UTA, of eligible expenses incurred in completing the Project. Reimbursement is contingent upon the availability of FTA appropriations to UTA. In no event shall the total amount reimbursed by UTA hereunder exceed eligible available Federal funds for the Project. Payment will be made by UTA on a reimbursable basis for actual costs incurred. Sub-Recipient shall submit an original invoice detailing and supporting the costs incurred. Payment is subject to the submission to and approval by UTA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to UTA must include a record of the actual costs. Once the invoice has been approved by UTA, UTA shall submit the invoice for reimbursement from the FTA. Once the funds have been received from FTA and deposited with UTA, UTA shall provide payment to Sub-Recipient.
- 29.4 Reports. Sub-Recipient shall advise UTA regarding the progress of the Project at such times and in such manner as UTA may require including, but not limited to, meetings and interim reports. The minimum requirement for Project reporting is detailed in the Project Description and the Plan. Sub-Recipient shall submit to UTA, at such time as may be required, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by UTA.
- 29.5 Articles of Incorporation. The Sub-Recipient agrees to maintain private non-profit eligibility (where applicable), as described in application for capital assistance, by retaining valid Articles of Incorporation and adhering to all State and Federal regulations concerning this issue and will continue to do so for Participating Period.
- 29.6 Other Situational Requirements.
- 29.6.1 Where Sub-Recipient is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions. Sub-Recipient also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Sub-Recipient access to Sub-Recipient's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 29.6.2 Where Sub-Recipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Sub-Recipient agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Sub-Recipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions.
- 29.6.3 Where Sub-Recipient is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or

improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Sub-Recipient shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

29.6.4 Sub-Recipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

29.6.5 Sub-Recipient agrees to maintain all books, records, accounts and reports required under these Terms for a period of not less than three years after the expiration of the Participating Period, except in the event of litigation or settlement of claims arising from the performance of these Terms, in which case Sub-Recipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR § 200.

29.6.6 Proof of Sub-Recipient's compliance with licensing requirements shall be furnished to UTA upon request.

30. Breaches and Dispute Resolution. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by UTA's Coordinated Mobility Manger or his appointed designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Sub-Recipient mails or otherwise furnishes a written appeal to the UTA's President/CEO, or officer holding an equivalent position, including its executive director ("CEO"). In connection with such appeal, Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon Sub-Recipient and Sub-Recipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

30.1 Performance During Dispute. Unless otherwise directed by UTA, Sub-Recipient shall continue performance under this contract while matters in dispute are being resolved.

30.2 Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

30.3 Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Sub-Recipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

30.4 Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Sub-Recipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

31. Termination. These Terms bind Sub-Recipient as contractual obligations but shall not modify any obligations Sub-Recipient may have under state and federal regulation. The termination of Sub-Recipient's obligations under these Terms shall comply with 2 CFR § 200.

31.1 Termination for Convenience. UTA may terminate these Terms, in whole or in part, at any time by written notice to Sub-Recipient when it is in the Government's best interest. If these Terms are terminated, UTA shall be liable only for payment under the payment provisions of these Terms for services rendered before the effective date of termination. If, after termination for failure to fulfill obligations under these Terms, it is determined that Sub-Recipient was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of UTA.

31.2 Termination for Default. UTA may terminate its agreement with Sub-Recipient recorded by these Terms, or any portion of it, by serving a notice of termination on Sub-Recipient. The notice shall state whether the termination is for convenience of UTA or for the default of Sub-Recipient. If the termination is for default, the notice shall state the manner in which Sub-Recipient has failed to perform the requirements of these Terms. Sub-Recipient shall account for any equipment in its possession paid for from funds received from UTA, or equipment supplied to the Sub-Recipient by UTA.

31.3 Opportunity to Cure.

31.3.1 UTA in its sole discretion may, in the case of a termination for breach or default, allow Sub-Recipient ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other conditions.

31.3.2 If Sub-Recipient fails to remedy to UTA's satisfaction the breach or default of any of the terms, covenants, or conditions of these Terms within ten (10) days after receipt by Sub-Recipient of written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to end Sub-Recipient's participation without any further obligation to Sub-Recipient. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Sub-Recipient and its sureties for said breach or the Terms or default.

31.4 Waiver of Remedies for any Breach. No waiver by UTA or the Sub-Recipient of any default shall constitute a waiver of the same default at a later time or of a different default. In the event UTA elects to waive its remedies for any breach by Sub-Recipient of these Terms or any other covenant between them, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other of these Terms or covenant between them.

32. Civil Rights. Sub-Recipient understands and agrees that it and its Contractors must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Sub-Recipient or Contractor or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

32.1 Nondiscrimination in Federal Public Transportation Programs. Sub-Recipient agrees to, and assures that each Third Party Participant and Contractor will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination"

statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

32.2 Nondiscrimination – Title VI of the Civil Rights Act. Sub-Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section 27.1, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

32.3 Equal Employment Opportunity.

32.3.1 Federal Requirements and Guidance. Sub-Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determine otherwise in writing.

32.3.2 General. Sub-Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

- 32.3.3 Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Sub-Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.
- 32.4 Sex. Sub-Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 27.1.
- 32.5 Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Sub-Recipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 32.6 Disabilities. Sub-Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises

Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

- 32.7 Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
- 32.8 Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. Sub-Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- 32.9 Other Non-Discrimination Statutes. Except as the Federal Government determines otherwise in writing, Sub-Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- 32.10 Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
33. Energy Conservation Requirements. Sub-Recipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the Participating Period, and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Sub-Recipient’s failure to so comply shall constitute a material breach of these Terms.
34. Clean Water. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriated EPA Regional office. Sub-Recipient shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.
35. Clean Air. Sub-Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Sub-Recipient agrees to report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Sub-Recipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
36. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898,

"Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

37. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the Project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.
38. No Obligation by the Federal Government to Third Parties. UTA and Sub-Recipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award giving rise to these Terms, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to Sub-Recipient, or any other party (whether or not a party to these Terms or a subcontract) pertaining to any matter resulting from these Terms. Sub-Recipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
39. Program Fraud and False or Fraudulent Statements or Related Acts.
 - 39.1 Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31U.S.C.§§ 3801 et seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of these Terms, Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to these Terms or the FTA assisted project for which purpose these Terms were agreed upon. In addition to other penalties that may be applicable, Sub-Recipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Sub-Recipient to the extent the Federal Government deems appropriate.
 - 39.2 Sub-Recipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under these Terms, or any other agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§1001 and 49 U.S.C.§5307(n)(1) on Sub-Recipient, to the extent the Federal Government deems appropriate.

- 39.3 Sub-Recipient agrees to include the above two clauses in each agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
40. Government-Wide Debarment and Suspension. Sub-Recipient agrees to execute, and agree to the terms of, the Debarment and Suspension Certificate attached to these Terms as Attachment A. UTA agrees, and Sub-Recipient acquiesces, to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.
41. Lobbying. Sub-Recipient agrees to execute, and agree to the terms of, the Lobbying Certificate attached to these Terms as Attachment B. In the event that Sub-Recipient applied for an award of \$100,000 or more, Sub-Recipient shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to UTA.
42. Contract Work Hours and Safety Standards.
- 42.1 Overtime requirements. Sub-Recipient nor its subcontractors which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 42.2 Violation. In the event of any violation of the clause set forth in paragraph (1) of this section, Sub-Recipient and any subcontractor responsible therefor shall be liable for the unpaid wages.

In addition, Sub-Recipient and the subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 42.3 Withholding for unpaid wages and liquidated damages. UTA shall upon its own action or upon written request of an authorized representative of Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Sub-Recipient or subcontractor under any such contract or any other Federal contract with Sub-Recipient, or any other federally-assisted contract subject to contract Work Hours and Safety Standards Act, which is held by Sub-Recipient, such sums as may be determined to be necessary to satisfy any liabilities of Sub-Recipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
43. Recycled Products. Sub-Recipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR § 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR § 247.
44. ADA Access. Sub-Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. Sub-Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (f) U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(g) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(h) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;

(i) And any implementing requirements FTA may issue.


45. Privacy Act. Sub-Recipient, its employees, or its subcontractors shall not administer any system of records on behalf of the Federal Government under these Terms or any other contract without the express consent of the federal government.
46. Charter Service Operations. Sub-Recipient agrees to not engage in any Charter Service Operations as described in the Transportation State Management Plan Federal Transit Grant Programs manual.
47. School Transportation Operations. Sub-Recipient agrees that it will not provide exclusive school bus service unless qualified under specified exemptions. To operate exclusive school bus service under an exemption from the FTA Administrator, Sub-Recipient must demonstrate that:
- (a) It operates a school system in the area and also operates a separate and exclusive school bus program for the school system;
 - (b) Existing private school bus operators in the area are unable to provide adequate, safe service at reasonable rates; or
 - (c) It is a state or local public body and it or its predecessors were engaged in school bus service prior to August 13, 1973.
- 47.1 When operating exclusive school bus service under an allowable exemption, no Federally-funded equipment, vehicles or facilities may be used.
- 47.2 The prohibition against the use of Federally-funded vehicles, equipment, or facilities does not apply to tripper service. Sub-Recipient may provide school tripper service. Tripper service is regularly scheduled mass transportation service open to the public, which is designed or modified to accommodate the needs of school students and personnel. Such service must be open to the public, must serve regular transit stops, and must be delineated on route schedules and maps. School signs must not be displayed on the Project Equipment.
48. Drug and Alcohol Testing. Sub-Recipient agrees to comply with the Federal Motor Carrier Safety Administration rule for all employees who hold commercial driver's licenses (49 CFR part 382).

Reviewed and Approved as to Form for UTA


UTA Legal

UTAH TRANSIT AUTHORITY

By: _____
Executive Director


By: _____
Chief VP


By: _____
Ryan Taylor
Coordinated Mobility Manager

By: _____
Board Representative

SUB-RECIPIENT


By: 
[SIGNATORY]
[LEGAL NAME OF SUB-RECIPIENT]

Exhibit A
Scope of Work:

1. 4 Replacement 8-14 passenger vans
2. 1 Replacement minivan
3. Operation costs to provide enhanced transportation services to seniors and people with disabilities beyond what is currently available.

**Exhibit B
(Budget and Source and Amounts of Local Share)**

Grant Funded Items	Federal Award	Local Share	Total Budget	Source of Local Match (ie: donations, program revenue, local tax funds)
4 Replacement Vans 8-14 passenger	\$ 208,000	\$ 52,000	\$ 260,000	
1 replacement minivan	\$ 25,600	\$ 6,400	\$ 32,000	
Operations	\$ 46,998	\$ 46,998	\$ 93,996	
TOTAL PROJECT BUDGET	\$ 280,598	\$ 105,398	\$ 385,996	

Exhibit C
(Certificates and Assurances)

PREFACE

Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2018.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2018. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.

We have consolidated our Certifications and Assurances into twenty-one (21) Categories.

We encourage you to make a single selection that will encompass all twenty-one (21) Categories of Certifications and Assurances that apply to our various programs.

FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-one (21) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-one (21) Categories. Nor will every provision of each Certification

or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

In the alternative:

- *All Applicants must select the Assurances in Category 01, "Required Certifications and Assurances for each Applicant.*
- *If your Applicant requests or intends to request more than \$100,000 in federal assistance during FY2018, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization.*
- *Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 21.*

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third

Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2018 Certifications and Assurances and its applications for federal assistance in FTA's Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2018 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-one

(21) Categories of Certifications and Assurances and a designated field for selecting all twenty-one (21) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2018 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,
- The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law

No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015,

- *Previous enabling legislation that remains in effect, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2018.*

CATEGORY 01. REQUIRED CERTIFICATIONS AND
ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certifications and Assurances of Authority of the Applicant and
Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.

2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,

- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
 3. As required by 49 CFR § 21.7:

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

- (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
- (1) Subagreement at any tier,
 - (2) Property transfer agreement,

- (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
 - (4) It transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
 - (5) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

01.E Procurement Certification.

The Applicant agrees to comply with:

- a. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, particularly 2 CFR §200.317-26 "Procurement Standards;
- b. Federal laws, regulations, and requirements applicable to FTA procurements; and
- c. The latest edition of FTA Circular 4220.1 and other applicable federal guidance.

01.F. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.

01.F.1 Suspension and Debarment.

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (a) Debarred,
 - (b) Suspended,
 - (c) Proposed for debarment,
 - (d) Declared ineligible,
 - (e) Voluntarily excluded, or
 - (f) Disqualified.
 - (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (a) 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,
 - (b) Violation of any federal or state antitrust statute, or
 - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - (3) It is 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 listed in the preceding subsection b(2) of this Certification.
 - (4) It has not had one or more public transactions (federal, state, or local)

terminated for cause or default within a three-year period preceding this Certification.

- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections a or b of this Category 01.F Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (a) Equals or exceeds \$25,000,
 - (b) Is for audit services, or
 - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
 - (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:

- 1 Debarred from participation in any federally assisted Award,
 - 2 Suspended from participation in any federally assisted Award,
 - 3 Proposed for debarment from participation in any federally assisted Award,
 - 4 Declared ineligible to participate in any federally assisted Award,
 - 5 Voluntarily excluded from participation in any federally assisted Award, or
 - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.F.1 Certification.

01.F.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

01.F.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

01.G. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.G are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:

- (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or
 - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property, and it will include such covenant in any transfer of such property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
 - a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not

limited to:

- (1) The prohibitions against discrimination based on race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
- (2) The prohibitions against discrimination based on sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 - 1683, and 1685 - 1687, and
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25.

- (3) The prohibitions against discrimination based on age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 - 6107.
 - (4) The prohibitions against discrimination based on disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
 - (5) The prohibitions against discrimination based on disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101.
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination based on drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination based on alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd - 290dd-2.
 - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as

- specified by 42 U.S.C. §§ 4630 and 4655, and
- (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR § 24.4.
- (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
- (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
- (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
- (e) It will do the following:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
- (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
- (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
- (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
- (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
- (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal

assistance of:

- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701
et seq.
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:

- (a) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
- (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
- (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
- (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, as amended, 42 U.S.C. § 4321 note.
- (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and

- (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.

- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding

\$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR § 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and

- (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
- b. Your Certification on your Applicant's behalf applies to the lobbying activities of:
 - (1) The Applicant,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
- 2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
- 3. Your Applicant understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may

award federal assistance for a transaction covered by 31 U.S.C. § 1352,
including a:

(1) Federal grant or cooperative agreement, or

(2) Federal loan, line of credit, loan guarantee, or loan insurance.

4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 03.A and enter into the Agreements in Category 03.B and Category 03.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 03 that does not apply will not be enforced.

03.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 03.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 03.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:

- (1) In competition with transportation service provided by an existing public transportation operator, or
- (2) In addition to transportation service provided by an existing public transportation operator.

03.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 03.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, "Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53, (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53, (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing.

- e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
- f. You and your Applicant agree that:
 - (l) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or

- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
 - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Applicant provides a private intercity or charter transportation operator reasonable access to that Applicant's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus- only highway lanes, as provided in 49 U.S.C. § 5323(r).

03.c. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 03.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53, b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it receives federal assistance appropriated or made available for:

- (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53, (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Any other Third Party Participant in the Award.
 - 4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.
 - 5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
 - 6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 04. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire

a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 04, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 04 that does not apply will not be enforced.

04.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

04.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 04.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - a. That new bus or new bus model has been tested at FTA's bus testing facility, and
 - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,

- (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
- b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. It will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

CATEGORY 05. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 06. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 06, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 06 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 07. INTEREST AND FINANCING COSTS
AND ACQUISITION OF CAPITAL ASSETS BY
LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 07, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 07 that does not apply will not be enforced.

07.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 07.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,
 - c. An Early Systems Work Agreement,

- d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
- e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
- f. Any other program as FTA may specify.

07.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 07.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act. If your

Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental

federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 08. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC
TRANSPORTATION AGENCY SAFETY PLAN,
AND STATE SAFETY OVERSIGHT REQUIREMENTS.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 08, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 08 that does not apply will not be enforced.

08.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

08.B. Public Transportation Safety Program.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other

operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will comply with applicable regulations, and follow federal guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

08.C. State Safety Oversight Requirements.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and is in a state with a rail fixed guideway public transportation system, Category 08.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, if it is a state and has a rail fixed guideway public transportation system, you certify that:

1. The Applicant will comply with FTA regulations, "State Safety Oversight," 49 CFR part 659, until the Applicant has a certified State Safety Oversight Program under the regulations at 49 CFR part 674.
2. For those Applicants that do have a certified State Safety Oversight Program, the Applicant will comply with the regulations at 49 CFR part 674.
3. For those Applicants that do not have a certified State Safety Oversight Program, the Applicant will make progress towards meeting the April 15, 2019, State Safety Oversight Program certification deadline.

CATEGORY 09. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 09, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR

§ 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance

Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS
PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY
IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

CATEGORY 11. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 11, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 11 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the Applicant's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and

4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 12. GRANTS FOR BUSES AND BUS FACILITIES AND LOW
OR NO EMISSION VEHICLE DEPLOYMENT GRANT
PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d) (5), you must select the Certifications in Category 12, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 12 that does not apply will not be enforced.

12.A. Grants for Buses and Bus Facilities Program

The following Certifications for the Grants for Buses and Bus Facilities Program and Low or No Emission Buses are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to Recipients of grants made in urbanized areas and under the Low or No Emission Bus Program, 49 U.S.C. § 5339(c) The requirements of 49 U.S.C. § 5311 shall apply to Recipients of Bus and Bus Facilities grants made in rural areas. Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, Applicants in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*

- e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
- f. It has complied with or will comply with 49 U.S.C. § 5307(b).
- g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

- (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
- a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
 - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
 - f. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
 - g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311 (g) ,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide

- the non- federal share from sources approved by FTA, and
- (3) It will provide and, as necessary, will require each Subrecipient to provide the non- federal share when needed.
- h. It may transfer a facility or equipment acquired or improved under its Award to any other entity eligible to receive assistance under 49 U.S.C. chapter 53, if:
- (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

12.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 12.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,

- b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
- c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
- d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
- e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as

amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
- a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
- a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 13. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 13.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C.

§ 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of

Projects, and

- g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
 8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
- a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
- a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
- a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

13.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award

financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C.

§ 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 14. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS
WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovative Coordinated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. Your Applicant will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
 - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried

out by a Recipient of federal assistance from the Department of Health and Human Services.

- c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
- d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The Recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
- e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
- a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
 - f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

- g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

CATEGORY 15. RURAL AREAS AND
APPALACHIAN DEVELOPMENT
PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under

49 U.S.C. § 5311(c)(2), as amended by FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 15 that does not apply will not be enforced.

15.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for the Rural Areas Program authorized under 49 U.S.C. § 5311, the Certifications in Category 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with

transportation service financed by other federal sources.

7. Its Awards and Subawards in its Formula Grants for the Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. §5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non- federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non- federal share when needed.

9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities.
 - b. If it will spend less than fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state, it will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

15.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 15.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and

3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 16. TRIBAL TRANSIT PROGRAMS
(PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS) .

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 16 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 04.A and 04.B (Rolling Stock Reviews and Bus Testing),
 - c. Category 05 (Demand Responsive Service),
 - d. Category 06 (Intelligent Transportation Systems),
 - e. Category 08.A and 08.B (Transit Asset Management Plan and Public Transportation Safety Program), and
 - f. Category 09 (Alcohol and Controlled Substances Testing).

CATEGORY 17. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. Depending on how far your Applicant has progressed in developing a certified State Safety Oversight program under 49 CFR part 674, the following FTA regulations will apply:
 - a. States With a Certified Program. Your Applicant agrees that FTA regulations, "State Safety Oversight," 49 CFR part 674, will apply;
 - b. States Without a Certified Program. Your Applicant agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 CFR part 659, will continue to apply to those states that do not have a certified Program as required by 49 U.S.C. § 5329(e) and 49 CFR part 674.

CATEGORY 18. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 18, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 18 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 CFR part 602.

CATEGORY 19. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 19 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 20. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 - 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 20.

If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 20 will not be enforced.

20.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award

that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 - 609 the Certifications and Assurances in Category 20.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 - 609.

- l. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

- c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
 - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53,

it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:

- a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
 4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.

5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 20.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610,
 - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The SIB Cooperative Agreement establishing the state's SIB Program,
 - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.

4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will

charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:

- (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act, 42 U.S.C. § 401 *et seq.*, and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*
- e. When carrying out a procurement under a SIB-financed Award, it will comply with:
- (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
- f. It has complied with or will comply with 49 U.S.C. § 5307(b).
- g. It has or will have or provide:
- (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) The non-federal share from sources approved by FTA, and
 - (3) The non-federal share when needed.
- h. It will comply with:
- (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
- j. It will comply with applicable regulations, a guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
- a. It is eligible to receive federal assistance for those expenses, and

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

CATEGORY 21. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the

Certifications in Category 21 on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 21 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances
in TrAMS)

Name of Applicant: Kostopoulos Dream Foundation

The Applicant agrees to comply with applicable provisions of Categories 01 - 21. X
OR

The Applicant agrees to comply with applicable provisions of the Categories it has
selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Private Sector Protections.	_____
04.	Rolling Stock Reviews and Bus Testing.	_____
05.	Demand Responsive Service.	_____
06.	Intelligent Transportation Systems.	_____
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
08.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
09.	Alcohol and Controlled Substances Testing.	_____
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
11.	State of Good Repair Program.	_____
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
15.	Rural Areas and Appalachian Development Programs.	_____
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
17.	State Safety Oversight Grant Program.	_____
18.	Public Transportation Emergency Relief Program.	_____
19.	Expedited Project Delivery Pilot Program.	_____
20.	Infrastructure Finance Programs.	_____
21.	Construction Hiring Preferences.	_____

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2018)

AFFIRMATION OF APPLICANT

Name of the Applicant: Kostopoulos Dream Foundation

Name and Relationship of the Authorized Representative: Mircea Divricean, CEO

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Mircea Divricean Date: 9/5/18

Name Mircea Divricean Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Kostopoulos Dream Foundation

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Layne T. Smith Date: 9/26/18
Name Layne T. Smith Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TRAMS, provided the Applicant has on file and uploaded to TRAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN
PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

Mircea Diriceanu

Signature of the Bidder or Proposer Authorized Official

Mircea DIRICEANU President & CEO

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 87-6125177

9/5/18
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
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 contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor 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," "persons," "lower tier 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 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor 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 in writing by UTA.
6. The prospective contractor 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", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not 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 issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of 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 all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

ATTACHMENT B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Mircea Dirviciu, CEO, hereby certifies
(Name and Title of Company Official)

on behalf of Kostopoulos Dream Fund that:
(Name of Company)

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

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

Executed this 05 day of September, 2018.

By Mircea Dirviciu
(Signature of Authorized Official)

CEO
(Title of Authorized Official)

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Motion to approve the contract and forward to Board for consent agenda

Criteria: Contract is \$200,000 - \$999,999

Contract #: PO 20028910

Contract Title: Employee Holiday Gift Cards

Project Manager: Steve Meyer

Contract Administrator: Troy Hamilton

Impacted Areas:

Included in budget? Yes

Procurement method: Lowest Bidder (IFB)

Contractor: Harmon's Grocery

Sole-Source Reason:

Total Contract Value \$ 282,750
Qty & Unit price 2600 / \$108.75 each

Contract term (Months) N/A

Contract options (Months) N/A

Contract start date: 11/1/2018

Contract end date: 11/16/2018

Number of responding firms: 3

\$ Value of Next Lowest Bidder \$ 289,250

Detailed Description & Purpose:

For many years, UTA has shown its appreciation for its employees by providing a gift card to a major grocery chain prior to the Thanksgiving holiday. Like last year, the 2018 holiday gift card is in the amount of \$125 and will be distributed to all employees (approximately 2,600) on November 16. Contingency funds will be used for the gift cards.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? N/A (Pre-Procurement)

Other attachments? (list)

HARMON S - BRICKYARD 3270 SOUTH 1300 EAST SALT LAKE CITY UT 84106		PURCHASE ORDER NUMBER	
		ON 20028910	
		PO Number Must Appear On All Invoices And Shipments	
		VENDOR NUMBER	PO DATE
		1104101	10/18/2018
		Utah Transit Authority	
		<i>An Equal Opportunity Employer</i>	
SEND INVOICE TO:	SHIP TO:	ORDER TAKEN BY	FOB
AP@RIDEUTA.COM	ATTENTION: RECEIVING		.
669 W 200 S	3600 S 700 W	BUYER	PAGE NUMBER
SLC, UT 84101	Salt Lake City UT 84119	801-287-3008	1 of 1
		www.rideuta.com	

Confirmation: Do not Duplicate Ship as soon as possible. Early Shipments Allowed
Utah Transit Authority Is Tax Exempt Total PO Value: 282,750.00

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00005894	10/18/18	2600 EA	1400.50945.90	Employee Holiday Gift Cards	108.7500	282,750.00

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: January 2017, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at <http://www.rideuta.com/-/media/872EE81C35F84C6C880E221E756EEA7B.ashx>. Vendor's acceptance of this Purchase Order is limited to the express terms UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #: 18-2789TP

Onsite Wellness Clinic

Contract Title:

Project Manager: Nancy Malecker/Jacob Gomez

Contract Administrator: Teresa Pickett

Impacted Areas: Employee Medical

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: CareATC

Sole-Source Reason: n/a

Total Contract Value \$ 7,000,000

Contract start date: 1/1/2019

Contract end date: 1/1/2022

Number of responding firms: 6

Next Lowest Bidder: \$ 7,538,693

Detailed Description & Purpose:

UTA currently has 2 onsite clinics managed by CareHere. UTA conducted a best-value RFP and reviewed the proposals of six bidders. CareATC was selected as the best-value contractor to take our onsite clinic to the next level. The implementation of the clinic has reduced health risks among the insured population and kept health care renewals well below trend. 82% of administrative employees and 55% of bargaining employees are now actively managing their health risk through programs offered such a diabetes management.

CareATC's innovative Human Capital technology platform allows employers complete transparency into health costs using claims data and the ability to compete in the market through direct contracting.

The new phase of the health care initiative will focus on strategic innovations working with our new partner CareATC to help UTA to create long term plans for health care cost reductions.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. **18-2789TP** (Assigned by Purchasing) Contract Administrator: **Teressa Pickett**
 Project Manager: **Nancy Malecker**
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 E. Option F. Other _____ G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____
- 4) Contract Title **Onsite Wellness Clinic**
- 5) Description / Purpose (of contract or project) **2 onsite clinics making health care readily accessible to employees and their families.**
- 6) Contractor Name **CareATC**
- 7) Effective Dates Beginning: **01/01/19** Ending: **01/01/22**
- 8) Option to renew? Yes No Renewal terms **This will be a 3 year contract with 2 one year renewals.**

FINANCIAL SECTION

- 9) Total Board Approval Amount:
- | | |
|---------------------------------------------------|-----------------|
| 9a) Current Contract Value: | \$ 7,000,000.00 |
| 9b) Amendment Amount: | |
| 9d) New Contract Value (including all amendments) | \$ 7,000,000.00 |
- 9e) Is the amount an estimate? Yes No
 (Estimate if per transaction cost)
- 9f) If estimated, how was the estimate calculated? **Costs are dependent on the number of employees using the clinic.**
- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code **1.20394** Capital Project Code **N/A**
- 12) Budgeted? Yes No Budget amount: **\$ 7,000,000.00** for 5 years
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? **N/A** Yes No

SIGNATURE SECTION

- | | Route to? | Initials | Signature |
|--------------------------------------------------------------------------|---------------------------------------------------------------------|----------|----------------------------|
| Attorney/Legal | <input checked="" type="checkbox"/> Yes | | <u>Lisa Bohman</u> |
| Accounting Review | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <u>Bryan Steele</u> |
| IT Review (IT software or hardware) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <u>N/A</u> |
| Up to \$10K Manager/Program Manager | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <u>Nancy Malecker</u> |
| Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | <u>N/A</u> |
| Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <u>Kimberly S. Ulibari</u> |
| Over \$100K Executive Director | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <u>W. Steve Meyer</u> |
| Over \$200K Board Approval | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | <u>Approval Date</u> |
- If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval*

UTA Employee Health & Wellness Center

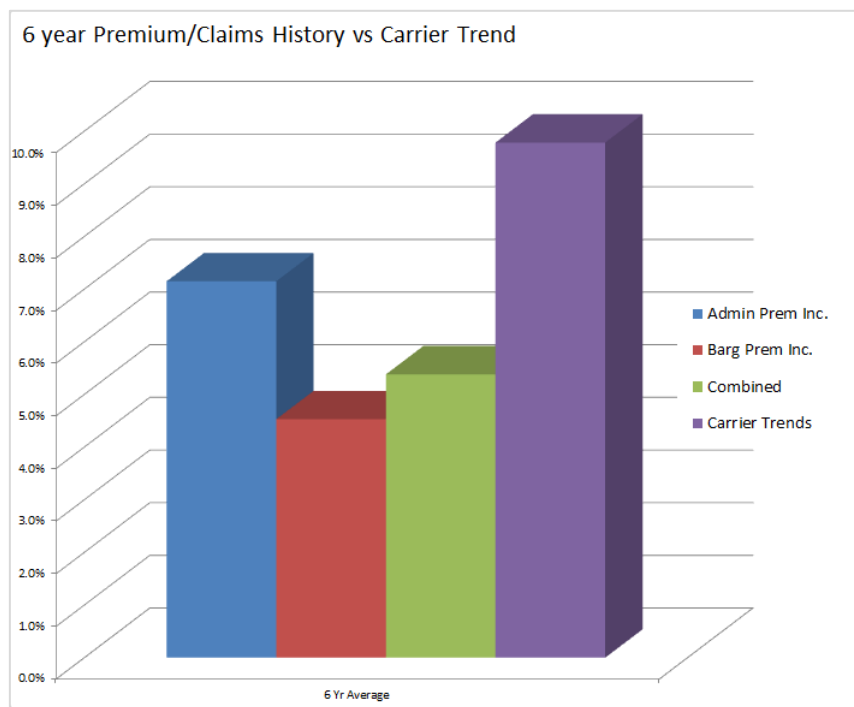
Strategy- UTA implemented a strategic approach to managing health care costs in 2012. This approach focused on cost reduction and the proactive management of health risks among the insured population and included the following:

- On-site Health and Wellness Center – redesign of UTA’s PACE program
- Premiums differentials
- Tobacco fee workplace
- Data analytics

Managing health risks of UTA’s insured population has been critical to reducing health care costs while directly impacting employee productivity.

Example of actual recent UTA claims costs	
<i>Diagnosis: Hyperlipidemia</i>	<i>Average Per-Person-Per-Month Claims Cost</i>
Not Engaged/Health Center	\$1,014
Engaged/Health Center	\$ 537
Engaged/Completed Disease Protocol	\$ 262

Implementation of programs to engage employees to manage their health risks has allowed UTA to keep health care renewals well below trend over the last six years.



Next Steps- Through innovations, predictive modeling and more robust data analytics, UTA is setting new strategic goals to impact health costs and keep employees and their families healthy.

Request for Proposals- In July UTA requested proposals to compare clinic providers and new innovations which are critical to help UTA with new strategies going forward. CareATC was chosen for its cutting edge innovations and advanced technology such as:

- *Human capital technology platform* allows employers complete transparency into health costs using claims data and the ability to compete in the market
- Data is immediately available to clinicians with each patient visit
- *E-specialist consults* allows the clinician to consult with a specialist at no cost to UTA
- *24/7 Telemed* to remote locations
- *Population management outreach* keeps patient on track and with an emphasis on risk markers and disease prevention

With the innovations available through CareATC, they will have the ability to identify and manage UTA’s population more effectively; and through their Care Outreach program will provide support and outreach to those who are not currently managing their health risks.

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #: 18-2699TB

Contract Title: Engine Oil

Project Manager: Jeff Allen

Contract Administrator: Amanda Burton

Impacted Areas: Maintenance

Included in budget? Yes

Procurement method: Lowest Bidder (IFB)

Contractor: Crus Oil

Sole-Source Reason: N/A

Total Contract Value \$ 1,645,576
Qty & Unit price

Contract term (Months) 48

Contract options (Months) N/A

Contract start date: 10/26/2018

Contract end date: 10/31/2022

Number of responding firms: 4

Next Lowest Bidder: \$ 1,664,724

Detailed Description & Purpose:

This contract is for various petroleum products that vehicle maintenance uses to maintain the buses, such as 15W40 engine oil. Products are delivered to each of the separate business units on a weekly basis.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
Board Review Date: _____

CONTRACT SECTION

1) Contract/P.O. No. 18-2699TB (Assigned by Purchasing) Contract Administrator: Amanda Burton
Project Manager: Jeff Allen

2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 F. Other _____ G. Renewal H. Services I. Task Orders

3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: _____

4) Contract Title Engine Oil

5) Description / Purpose This is for petroleum products used by maintenance for buses.
(of contract or project)

6) Contractor Name Crus Oil

7) Effective Dates Beginning: 10/26/18 Ending: 10/31/22

8) Option to renew? Yes No Renewal terms _____

FINANCIAL SECTION

9) Total Board Approval Amount: 1,645,576

9a) Current Contract Value: _____

9b) Amendment Amount: _____

9d) New Contract Value (including all amendments) 1,645,576

9e) Is the amount an estimate? Yes No
(Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? _____

10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring

11) Account Code various Capital Project Code _____

12) Budgeted? Yes No Budget amount: \$ 1,645,576.00

13) Will this contract require support from another department? Yes No

14) If so, is the other department(s) aware of this contract and the required support? Yes No

15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>BWS</u>	<u>BART SIMMONS</u>
Accounting Review	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Print Name
IT Review (IT software or hardware)	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Print Name
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>JA</u>	<u>JEFF ALLEN</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	Print Name
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital, Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>LS</u>	<u>LORIN SIMPSON</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>STEVE MEYER</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____	<u>10/25/2018</u>

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Motion to forward the contract to the Board for approval

Criteria: Contract is > \$1,000,000

Contract #:	18-2899	Contract Title:	Springville Sharp/Tintic Railroad Connection Project
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Project Manager:	Grey Turner	Contract Administrator:	Brian Motes
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Impacted Areas:	Capital Development	Included in budget?	Yes
Procurement method:	Revenue Contract	Contractor:	Utah Department of Transportation (UDOT)
Sole-Source Reason:	N/A	Total Contract Value	
		Qty & Unit price	\$ 5,553,000
Contract term (Months)	TBD	Contract options (Months)	N/A
Contract start date:	11/1/2018	Contract end date:	12/31/2019
Number of responding firms:	N/A	Next Lowest Bidder:	N/A

Detailed Description & Purpose:

The southern portion of UTA's existing FrontRunner system has been constructed in the Sharp Railroad Corridor. South of the existing FrontRunner system, UTA owns a 20-foot wide portion of the Sharp Corridor for a distance of approximately 6.5 miles. UTA also owns the entire width of the separate Tintic Corridor, which runs roughly parallel. The Tintic Corridor continues southward into Payson.

Currently, there is no connection between the Sharp Corridor and the Tintic Corridor. Local stakeholders have proposed a construction project that would build new trackwork connecting the Sharp Corridor to the Tintic Corridor. The new trackwork would be constructed near the end point of UTA's ownership of the Sharp Corridor, and allow for the future expansion of the FrontRunner system to the south.

The project would allow for the closure of five existing at-grade crossings currently located on the northern end of the Tintic Corridor.

Springville City and Spanish Fork both have an interest in realigning existing freight track to correspond with city master plans and facilitate future development. To finance the project, Springville City has applied for approximately \$5.5 million in federal funding programmed by Mountainland Association of Governments and administered through UDOT. The grant has been approved. Springville City has requested that UTA manage the project, given UTA's railroad construction experience. This will require UTA to assume the role of grantee with respect to the federal funding.

The contract is a grant agreement between UDOT and UTA for the project. The grant has a local match obligation of approximately \$441,000. UTA, UDOT, Springville City and Spanish Fork City have all agreed to contribute a portion of the local match obligation. UTA's contribution will be in the form of in-kind management labor services.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? Yes

Other attachments? (list)



CONTRACT ROUTING SHEET

Agenda Item No.: _____
 Board Review Date: _____

CONTRACT SECTION

- 1) Contract/P.O. No. 18-2899 (Assigned by Purchasing) Contract Administrator: Brian Motes
 Project Manager: Grey Turner
- 2) Contract Type A. A&E/Design B. Blanket PO C. Construction D. Goods E. Modification
 E. Option F. Other Revenue G. Renewal H. Services I. Task Orders
- 3) Procurement Method RFQ (Quote) IFB (Low Bid) RFQU (Qualification)
 RFP (Best-value) Sole source Other: Revenue Contract
- 4) Contract Title Springville Sharp/Tintic Railroad Connection Project
- 5) Description / Purpose (of contract or project) Utah Department of Transportation (UDOT) Federal Aid Grant Agreement
- 6) Contractor Name UDOT
- 7) Effective Dates Beginning: Execution Ending: 12/31/19
- 8) Option to renew? Yes No Renewal terms N/A

FINANCIAL SECTION

- 9) Total Board Approval Amount: \$ 5,553,000.00
 9a) Current Contract Value: \$ 5,553,000.00
 9b) Amendment Amount: \$ -
 9d) New Contract Value (including all amendments) \$ -
 9e) Is the amount an estimate? Yes No

(Estimate if per transaction cost)

9f) If estimated, how was the estimate calculated? N/A

- 10) Is the amount a one-time purchase or annual recurring purchase? One-time Recurring
- 11) Account Code TBD Capital Project Code TBD
- 12) Budgeted? Yes No Budget amount: \$ 5,553,000.00
- 13) Will this contract require support from another department? Yes No
- 14) If so, is the other department(s) aware of this contract and the required support? Yes No
- 15) If box 2a or 2c is checked, has the Qualified Health Insurance Certificate been verified? Yes No

SIGNATURE SECTION

	Route to?	Initials	
Attorney/Legal	<input checked="" type="checkbox"/> Yes	<u>BWS</u>	<u>Barb Simmons</u>
Accounting Reviewed	<input checked="" type="checkbox"/> Yes	<u>BWS</u>	<u>Bryan Steele</u>

16) Approval Signatures

	Route to?	Initials	
Up to \$10K Manager/Program Manager	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>GT</u>	<u>Grey Turner</u>
Up to \$50K Dir, Sr. Mgr, RGM, or Chief/VP	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>MDL</u>	<u>Mary DeLoreto</u>
Up to \$100K Chief/VP, or Dir, Sr. Mgr, RGM (Capital Maint., Ops. only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>DC</u>	<u>D. Eddy Cumins</u>
Over \$100K Executive Director	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>W. Steve Meyer</u>
Over \$200K Board Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Approval Date</u>

If Yes, route to the Sr. Supply Chain Manager for board meeting agenda and approval

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Pre-Procurement (information only)

Criteria: Contract is > \$1,000,000

Contract #: Pre-Procurement

Contract Title: Davis-SLC Community Connector Consultant

Project Manager: Hal Johnson

Contract Administrator: Teresa Pickett

Impacted Areas: South Davis/Salt Lake City

Included in budget?: Yes

Procurement method: Best value (RFP)

Contractor: Pre-Procurement

Sole-Source Reason: N/A

Total Contract Value \$ 1,200,000

Contract start date: TBD

Contract end date: TBD

Number of responding firms: TBD

Next Lowest Bidder: TBD

Detailed Description & Purpose:

UTA completed the Davis-SLC Community Connector Study (Alternatives Analysis Report) in August 2014. The outcome of the August 2014 study was a Locally Preferred Alternative (LPA) consisting of a Bus Rapid Transit (BRT) from Salt Lake City to the Woods Cross FrontRunner Station.

Davis County received \$1.2 million from the State Legislature to advance the Davis-SLC Community Connector project. UTA and Davis County have developed an agreement to transfer the funds from Davis County to UTA. Similar to the Sugarhouse Double Track project funds would be held in an escrow agreement and transfer to UTA as costs occur.

The funding from Davis County will be used to complete environmental work and preliminary engineering. UTA will advertise to select a consultant to assist with the development of an environmental document and conceptual engineering.

The LPA runs from downtown Salt Lake City to the Woods Cross FrontRunner station via 400 West, Rt. 89, Main Street, and 500 South. Total corridor length is approximately 12 miles with 5.6 miles of dedicated busway, 5 center stations, and 17 side stations. The project also includes, but is not limited to, bike/pedestrian improvements for connectivity and better access to the proposed new service, transit signal priority and queue jumping, and enhanced stations with lighting and off-board fare collection.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? N/A (Pre-Procurement)

REQUISITION FOR PURCHASE-RSS

Requisition Number 5884 OU **Department** 6800 CAPITAL PROJECTS & DEVELOPMENT **Requested By** 2645 Johnson, Hal R **Date** 10/12/2018
Request Date

Title South Davis Environmental **Justification** UTA completed the Davis-SLC Community Connector Study (Alternatives Analysis Report) in August 2014. The outcome of the August 2014 study was a Locally Preferred Alternative (LPA) consisting of a Bus Rapid Transit (BRT) from Salt Lake City to the Woods Cross FrontRunner Station.

Davis County received \$1.2 million from the State Legislation to advance Davis-SLC Community Connector project. UTA and Davis County have developed an agreement to transfer the funds from Davis County to Utah. Similar to the Sugarhouse Double Track project funds would be held in an escrow agreement and transfer to UTA as cost occur.

The funding from Davis County will be used to complete environmental work and preliminary engineering. UTA will adversities to select a consultant to assist with the development of an environmental document and conceptual engineering.

The LPA runs from downtown Salt Lake City to the Woods Cross FrontRunner station via 400 West, Rt. 89, Main Street, and 500 South. Total corridor length is approximately 12 miles with 5.6 miles of dedicated busway, 5 center stations, and 17 side stations. The project also includes, but is not limited to, bike/pedestrian improvements for connectivity and better access to the proposed new service, transit signal priority and queue jumping, and enhanced stations with lighting and off-board fare collection.

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	environmental work and eng wor			.0000	1,200,000.00	Approved	40-3202.68912	MSP20218 C	100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
5745	Order Level	1265105 DeLoretto, Mary Louise	Approved	10/15/2018 225252
5745	Order Level	1440978 Cumins, Donald E	Approved	10/15/2018 231053
5745	Order Level	4835 Meyer, William Steven	Approved	10/16/2018 131322

Detailed Contract Description & Purpose

F&AC Review and/or Approval Date: 10/25/2018

Action Requested: Pre-Procurement (information only)

Criteria: Contract is > \$1,000,000

Contract #: Pre-Procurement

Contract Title: Ogden-WSU BRT Final Design

Project Manager: Hal Johsnon/Janelle Robertson

Contract Administrator: Teresa Pickett

Impacted Areas: Ogden

Included in budget? Yes

Procurement method: Best value (RFP)

Contractor: Pre-Procurement

Sole-Source Reason: N/A

Total Contract Value \$ 5,000,000

Contract start date: TBD

Contract end date: TBD

Number of responding firms: TBD

Next Lowest Bidder: TBD

Detailed Description & Purpose:

The Ogden/WSU BRT is a 5.3-mile line which will connect the Ogden FrontRunner Station, downtown Ogden, Weber State University, and McKay Dee Hospital. This project will have 13 stations and 2.2 miles of exclusive lanes, improving and replacing the successful 603. The draft Environmental Assessment was recently completed on the project; a public open house is anticipated to be held in November to complete the study. In addition, UTA recently received entry to Project Development, which is the first step to obtain funding from the Federal Transit Administration's Small Starts grant program. The Ogden/WSU BRT is estimated to cost just over \$79.0 million. A total of \$29.25 million has been committed to the project. UTA's Small Starts grant request of \$49.75 million would fund the remainder of this project.

The next step to advance this project forward is to complete final design. This is estimated to cost \$5.0 million. UTA, Weber County, UDOT, Ogden City, and Wasatch Front Regional Council are contributing the funding for final design. All the project partners have signed a memorandum of understanding committing the funds.

(Items to include: Current condition, Benefits, Return on investment, Savings, Other alternatives considered)

Attachments: Contract routing sheet attached? N/A (Pre-Procurement)

REQUISITION FOR PURCHASE-RSS

Requisition Number 5884 OU **Department** 6800 CAPITAL PROJECTS & DEVELOPMENT **Requested By** 2645 Johnson, Hal R **Date** 10/12/2018
Request Date

Title South Davis Environmental **Justification** UTA completed the Davis-SLC Community Connector Study (Alternatives Analysis Report) in August 2014. The outcome of the August 2014 study was a Locally Preferred Alternative (LPA) consisting of a Bus Rapid Transit (BRT) from Salt Lake City to the Woods Cross FrontRunner Station.

Davis County received \$1.2 million from the State Legislation to advance Davis-SLC Community Connector project. UTA and Davis County have developed an agreement to transfer the funds from Davis County to Utah. Similar to the Sugarhouse Double Track project funds would be held in an escrow agreement and transfer to UTA as cost occur.

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The LPA runs from downtown Salt Lake City to the Woods Cross FrontRunner station via 400 West, Rt. 89, Main Street, and 500 South. Total corridor length is approximately 12 miles with 5.6 miles of dedicated busway, 5 center stations, and 17 side stations. The project also includes, but is not limited to, bike/pedestrian improvements for connectivity and better access to the proposed new service, transit signal priority and queue jumping, and enhanced stations with lighting and off-board fare collection.

Line	Description	Qty	UoM	Unit Price	Extended	Line Status	Account Number	Subledger-Type	Percent
1.000	environmental work and eng wor			.0000	1,200,000.00	Approved	40-3202.68912	MSP20218 C	100.0000

Approval History

Process ID	Line No.	Approver Number and Name	Approver Action Taken	Date and Time Updated
5745	Order Level	1265105 DeLoretto, Mary Louise	Approved	10/15/2018 225252
5745	Order Level	1440978 Cumins, Donald E	Approved	10/15/2018 231053
5745	Order Level	4835 Meyer, William Steven	Approved	10/16/2018 131322