

# **Sample Grant Application**

U.S. Department of Transportation

Federal Transit Administration

## Application for Federal Assistance

Recipient ID:	1937
Recipient Name:	VIA METROPOLITAN TRANSIT AUTHORITY
Project ID:	TX-90-X671-01
Budget Number:	2 - Budget Approved
Project Information:	Capital Projects

### Part 1: Recipient Information

Project Number:	TX-90-X671-01
Recipient ID:	1937
Recipient Name:	VIA METROPOLITAN TRANSIT AUTHORITY
Address:	P. O. BOX 12489 , SAN ANTONIO, TX 78212 4295
Telephone:	(210) 362-2000
Facsimile:	(210) 362-2570

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$3,000,116
Project Number:	TX-90-X671-01	Adjustment Amt:	\$9,500
Project Description:	Capital Projects	Total Eligible Cost:	\$2,990,616
Recipient Type:	Multi State Group	Total FTA Amt:	\$2,392,493
FTA Project Mgr:		Total State Amt:	\$0
Recipient Contact:		Total Local Amt:	\$598,123
New/Amendment:	None Specified	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307	S.C. Tgt. Date:	None Specified

State Appl. ID:	None Specified
Start/End Date:	-
Recvd. By State:	Sep. 08, 2005
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Jan. 21, 2005
Program Page:	None Specified
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	No
Fed. Debt Authority?:	No
Final Budget?:	No

#### Urbanized Areas

<b>UZA ID</b>	<b>UZA Name</b>
480330	SAN ANTONIO, TX

#### Congressional Districts

<b>State ID</b>	<b>District Code</b>	<b>District Official</b>
48	20	Charles A Gonzalez
48	21	Lamar S Smith
48	23	Henry Bonilla
48	28	Henry Cuellar

#### Project Details

Funds will be used to purchase 53 Replacement Buses 40ft, 6 Replacement Streetcars, E&D Prelim. South Central Station, Acquisition of Shop Equipment, ADP Hardware and Software, Security Equipment, Facility Rehabilitation, Security Systems - Construction, Miscellaneous Equipment, Construction - Enhance ADA Access, Preventive Maintenance - Lock Bus Refueling System, Capital Cost of Contracting, Preventive Maintenance, and Non-Fixed Route ADA Paratransit Service.

The \$9,500 amount in the adjustment box is the disposal of a 1983 streetcar. ALI 11.73.00 will include the adjustment amount.  $\$1,300,610 - \$9,500 = 1,291,110$ .

### AVL system Upgrade/AVL workstation Replacement

This AVL system Upgrade and AVL workstation replacement includes the purchase of Hardware and software for our existing AVL system. VIA's implementation of AVL is included in the San Antonio ITS Regional Architecture June 4, 2003. Detailed information can be found in Section 4.2 on pages 12, 13 and 14 of the architecture. This project is consistent with the regional ITS architecture, and a systems engineering process was used in the development of this project."

### ON-BOARD CAMERA SYSTEM

This On-Board Camera System project includes the purchase of hardware and software to install and operate surveillance cameras on our revenue fleet. VIA's implementation of On-Board security cameras is included in the San Antonio ITS Regional Architecture June 4, 2003. Detailed information can be found in Section 4.2 on page 16 of the architecture. This project is consistent with the regional ITS architecture, and a systems engineering process was used in the development of this project."

Per Pearlie Tiggs from the FTA on 5/24/2005 the original amount of \$36,110,795 was reduced by \$2,990,616 for a new total amount of \$33,120,179. FTA portion of \$28,888,636 was reduced by \$2,392,493 for a new total amount of \$26,496,143 and the local portion of \$7,333,159 was reduced by \$598,123 for a new total amount of \$6,624,035.

The adjustment was done in the preventive line item. The original amount in this line item was \$5,907,600. This amount was reduced by \$2,990,616 for a new total amount of \$2,916,984. The FTA portion of \$4,726,080 was reduced by \$2,392,493 for a new total amount of \$2,333,587.

August 26, 2005 Amendment 01 to add the \$2,990,616 that this grant was reduced.

### Part 3: Budget

#### Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
<b>SCOPE</b>			
<b>111-01 BUS - ROLLING STOCK</b>	59	\$14,899,228.00	\$18,624,035.00
<b>ACTIVITY</b>			
<b>11.12.01 BUY REPLACEMENT 40-FT BUS</b>	53	\$13,263,020.00	\$16,578,775.00
<b>11.12.09 BUY REPLACEMENT TROLLEY</b>	6	\$1,636,208.00	\$2,045,260.00

BUS			
SCOPE			
<b>113-01</b> BUS - STATION/STOPS/TERMINALS	0	\$140,000.00	\$175,000.00
ACTIVITY			
<b>11.31.04</b> SOUTH CENTRAL STATION - PRELIM ENG	0	\$140,000.00	\$175,000.00
SCOPE			
<b>114-01</b> BUS: SUPPORT EQUIP AND FACILITIES	0	\$2,579,200.00	\$3,224,000.00
ACTIVITY			
<b>11.42.06</b> ACQUIRE - SHOP EQUIPMENT	0	\$65,600.00	\$82,000.00
<b>11.42.07</b> ACQUIRE - ADP HARDWARE	0	\$181,600.00	\$227,000.00
<b>11.42.08</b> ACQUIRE - ADP SOFTWARE	0	\$148,000.00	\$185,000.00
<b>11.42.09</b> ACQUIRE - SECURITY EQUIPMENT	0	\$80,000.00	\$100,000.00
<b>11.44.02</b> CONSTRUCTION - PAINT FACILITY UPGRADE	0	\$1,280,000.00	\$1,600,000.00
<b>11.44.02</b> CONSTRUCTION - RENOVATION MAINT FACILITY	0	\$744,000.00	\$930,000.00
<b>11.44.03</b> CONSTRUCTION - SECURITY SYSTEMS	0	\$80,000.00	\$100,000.00
SCOPE			
<b>116-00</b> SIGNAL & COMM EQUIPMENT (BUS)	0	\$13,600.00	\$17,000.00
ACTIVITY			
<b>11.62.20</b> ACQUISITION - MISCELLANEOUS EQUIPMENT	0	\$13,600.00	\$17,000.00
SCOPE			
<b>117-00</b> OTHER CAPITAL ITEMS (BUS)	0	\$8,016,115.00	\$10,020,144.00
ACTIVITY			
<b>11.71.12</b> CAPITAL COST OF CONTRACTING	0	\$2,500,228.00	\$3,125,285.00
<b>11.7A.00</b> PREVENTIVE MAINTENANCE	0	\$2,333,587.00	\$2,916,984.00
<b>11.7A.00</b> PREVENTIVE MAINTENANCE	0	\$225,680.00	\$282,100.00
<b>11.7C.00</b> NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$1,923,732.00	\$2,404,665.00
<b>11.73.00</b> CONTINGENCIES/PROGRAM RESERVE	0	\$1,032,888.00	\$1,291,110.00

SCOPE			
<b>119-00</b> TRANSIT ENHANCEMENTS (BUS)	0	\$68,000.00	\$85,000.00
ACTIVITY			
<b>11.93.02</b> CONSTRUCTION - BUS SHELTERS	0	\$68,000.00	\$85,000.00
SCOPE			
<b>993-00</b> FLEET MANAGEMENT	0	\$780,000.00	\$975,000.00
ACTIVITY			
<b>11.42.07</b> ACQUIRE - ADP HARDWARE	0	\$700,000.00	\$875,000.00
<b>11.42.08</b> ACQUIRE - ADP SOFTWARE	0	\$80,000.00	\$100,000.00
SCOPE			
<b>117-01</b> OTHER CAPITAL ITEMS (BUS)	0	\$2,392,493.00	\$2,990,616.00
ACTIVITY			
<b>11.7A.00</b> PREVENTIVE MAINTENANCE - AMENDMENT NO. 1	0	\$2,392,493.00	\$2,990,616.00
<b>Estimated Total Eligible Cost:</b>			<b>\$36,110,795.00</b>
<b>Federal Share:</b>			<b>\$28,888,636.00</b>
<b>Local Share:</b>			<b>\$7,222,159.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
480330	2003.21.90.91.1	00	2005	90	\$313,957.00	\$0.00	\$313,957.00
480330	2004.21.90.91.1	00	2005	90	\$12,856,919.00	\$0.00	\$12,856,919.00
480330	2004.21.90.TE.1	00	2005	90	\$68,000.00	\$0.00	\$68,000.00
480330	2005.21.90.91.1	00	2005	90	\$11,333,535.00	\$2,392,493.00	\$13,726,028.00
480330	2005.21.90.91.1	08	2005	90	\$1,923,732.00	\$0.00	\$1,923,732.00

<b>Total Previously Approved:</b>		<b>\$26,496,143.00</b>
<b>Total Amendment Amount:</b>		<b>\$2,392,493.00</b>
<b>Total from all Funding Sources:</b>		<b>\$28,888,636.00</b>

Alternative Fuel Codes

11.12.01	BUY REPLACEMENT 40-FT BUS	Other
11.12.09	BUY REPLACEMENT TROLLEY BUS	Other

Extended Budget Descriptions

<b>11.12.01</b>	BUY REPLACEMENT 40-FT BUS	53	\$13,263,020.00	\$16,578,775.00
<p>Fifty-Three (53) lowfloor 40 ft. buses are required to replace buses that have exceeded their 12-year/500,000 mile minimum normal service life. These buses will replace buses purchased in 1988 and 1992.</p> <p>Potential fuels: Diesel.</p>				
<b>11.12.09</b>	BUY REPLACEMENT TROLLEY BUS	6	\$1,636,208.00	\$2,045,260.00
<p>Six (6) streetcars are required to replace streetcars that have exceeded their 7-year/200,000 mile minimum normal service life. These streetcars will replace streetcars purchased in 1983, 1987 and 1990.</p> <p>Potential fuels: Propane</p>				
<b>11.31.04</b>	SOUTH CENTRAL STATION - PRELIM ENG	0	\$140,000.00	\$175,000.00
<p>Two studies (the South Station Study and the Comprehensive Service Plan) have identified the need for a new transit center in the south central area of San Antonio. A preferred site was identified but it was determined that an unwilling seller resulted in that property not being a viable option. As well, significant developments, including the new Toyota plant and related</p>				

manufacturing and a proposed Texas A&M campus also are being factored into the location analysis. VIA staff are continuing research and analysis to find another suitable site to provide an off-street transfer location for customers. Preliminary Engineering.				
<b>11.42.06</b>	ACQUIRE - SHOP EQUIPMENT	0	\$65,600.00	\$82,000.00
Maintenance Tools and Equipment \$50,000-Shop tools and equipment will be required to replace old non-serviceable equipment and purchase new equipment to perform repair and maintenance on new buses and paratransit vehicles. Electronic Underground Tank Monitoring \$32,000-Electronic underground tank monitoring system is required to monitor fuel levels to compare to fuel dispensed to monitor for leaks.				
<b>11.42.07</b>	ACQUIRE - ADP HARDWARE	0	\$181,600.00	\$227,000.00
Network Server Upgrade \$40,000 Infrastructure Upgrade \$50,000 Personal Computer Replacements \$72,000 Laser Printer Replacement \$25,000 Tape Drive Upgrade \$15,000, Disk Drive Upgrade \$10,000, Laptops \$15,000				
<b>11.42.08</b>	ACQUIRE - ADP SOFTWARE	0	\$148,000.00	\$185,000.00
CAF System \$185,000				
<b>11.42.09</b>	ACQUIRE - SECURITY EQUIPMENT	0	\$80,000.00	\$100,000.00
Install perimeter proximity card security entrances, automatic gate openers and one-way spikes.				
<b>11.44.02</b>	CONSTRUCTION - PAINT FACILITY UPGRADE	0	\$1,280,000.00	\$1,600,000.00
The existing 1948 Maintenance facility requires rehabilitation or renovation work to be done. This project is a multi-phase project. Included in this grant application are general construction improvements in infrastructure. Project Costs: Paint Facility Upgrade - \$1,600,000.				

There are two phases to the paint facility upgrade. The scope of the first phase includes a standalone paint system that will include a new, architecturally complementary structure that houses one new commercial paint booth with two (2) prep bays and two (2) aprons. The building is to be located south of VIA's maintenance building, oriented to run east and west, and would essentially occupy Evergreen Street from Flores Street to La Harp Street.

The second phase consists of the demolition and renovation of the Vehicle Maintenance Facility (VMF) Painting Area and the erection of two commercial paint booths and a storage/mixing room. This area includes the 32' x 47.5' rectangular painting area, the paint storage and mixing area, and the restroom, all of which are adjacent to the painting area. The demolition and renovation will include both 1st and 2nd floors within this 3-bay wide area. The renovation will include from below grade to the ceiling, and construction of utility support for the installation of two (2) commercial paint booths and a paint storage/mixing room within the approximate 47.5' x 50.5' area.

<b>11.44.02</b>	CONSTRUCTION - RENOVATION MAINT FACILITY	0	\$744,000.00	\$930,000.00
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The existing 1948 Maintenance facility requires rehabilitation or renovation work to be done. This project is a multi-phase project. Included in this grant application are general construction improvements in infrastructure. Project Costs:  
 Inspection Pit/Fluid Dist. - \$175,000  
 Exhaust Collection Systems - \$100,000  
 Source Extraction Systems - \$375,000  
 New Steam Room - \$205,000  
 Miscellaneous Upgrades - \$75,000.

<b>11.44.03</b>	CONSTRUCTION - SECURITY SYSTEMS	0	\$80,000.00	\$100,000.00
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Construction of gates, upgrade fencing and additional lighting to improve security on VIA property.

<b>11.62.20</b>	ACQUISITION - MISCELLANEOUS EQUIPMENT	0	\$13,600.00	\$17,000.00
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To replace 6 radio system antenna.

<b>11.71.12</b>	CAPITAL COST OF CONTRACTING	0	\$2,500,228.00	\$3,125,285.00
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Transportation services contract with an outside provider are eligible for grant funding of 80% of up to 50% of the total annual contract cost.				
<b>11.7A.00</b>	PREVENTIVE MAINTENANCE	0	\$2,333,587.00	\$2,916,984.00
Grant funds are available for 80% of annual preventive maintenance costs. This item replaces the operating assistance line item in previous grants.				
<b>11.7A.00</b>	PREVENTIVE MAINTENANCE	0	\$225,680.00	\$282,100.00
Positive lock bus refueling retrofit is required on the 217 NABI buses to help prevent accidental spills during the refueling process.				
<b>11.7C.00</b>	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$1,923,732.00	\$2,404,665.00
TEA-21 expanded the definition of an eligible capital project to include the operating cost of providing ADA complementary paratransit service. Transit agencies may apply for up to 10% of their annual apportionment under the formula-funding grant to provide support for the ADA complementary paratransit service they provide.				
<b>11.73.00</b>	CONTINGENCIES/PROGRAM RESERVE	0	\$1,032,888.00	\$1,291,110.00
Grants include a contingency line item that is calculated as 5% of all projects except construction projects. Construction projects are allowed a 10% contingency. The contingency line item gives grantees the ability to cover cost estimates that may have changed between the time the grant request is formulated and the actual projects are undertaken.				
The \$9,500 amount in the adjustment box is the disposal of a 1983 streetcar. ALI 11.73.00 will include the adjustment amount. $\$1,300,610 - \$9,500 = 1,291,110$ .				
<b>11.93.02</b>	CONSTRUCTION - BUS SHELTERS	0	\$68,000.00	\$85,000.00
These funds will support VIA`s ongoing efforts to improve stop accessibility system wide.				

<b>11.42.07</b>	ACQUIRE - ADP HARDWARE	0	\$700,000.00	\$875,000.00
AVL Workstation Replacement \$75,000 and \$800,000 for on-board cameras.				
<b>11.42.08</b>	ACQUIRE - ADP SOFTWARE	0	\$80,000.00	\$100,000.00
AVL System Upgrade.				

Changes since the Prior Budget

FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total
111-01	BUS - ROLLING STOCK	\$14,899,228	\$0	\$14,899,228
11.12.01	BUY REPLACEMENT 40-FT BUS	\$13,263,020	\$0	\$13,263,020
11.12.09	BUY REPLACEMENT TROLLEY BUS	\$1,636,208	\$0	\$1,636,208
113-01	BUS - STATION/STOPS/TERMINALS	\$140,000	\$0	\$140,000
11.31.04	SOUTH CENTRAL STATION - PRELIM ENG	\$140,000	\$0	\$140,000
114-01	BUS: SUPPORT EQUIP AND FACILITIES	\$2,579,200	\$0	\$2,579,200
11.42.06	ACQUIRE - SHOP EQUIPMENT	\$65,600	\$0	\$65,600
11.42.07	ACQUIRE - ADP HARDWARE	\$181,600	\$0	\$181,600
11.42.08	ACQUIRE - ADP SOFTWARE	\$148,000	\$0	\$148,000
11.42.09	ACQUIRE - SECURITY EQUIPMENT	\$80,000	\$0	\$80,000
11.44.02	CONSTRUCTION - PAINT FACILITY UPGRADE	\$1,280,000	\$0	\$1,280,000
11.44.02	CONSTRUCTION - RENOVATION MAINT FACILITY	\$744,000	\$0	\$744,000
11.44.03	CONSTRUCTION - SECURITY SYSTEMS	\$80,000	\$0	\$80,000
116-00	SIGNAL & COMM EQUIPMENT (BUS)	\$13,600	\$0	\$13,600
11.62.20	ACQUISITION - MISCELLANEOUS EQUIPMENT	\$13,600	\$0	\$13,600
117-00	OTHER CAPITAL ITEMS (BUS)	\$8,016,115	\$0	\$8,016,115

11.71.12	CAPITAL COST OF CONTRACTING	\$2,500,228	\$0	\$2,500,228
11.7A.00	PREVENTIVE MAINTENANCE	\$2,333,587	\$0	\$2,333,587
11.7A.00	PREVENTIVE MAINTENANCE	\$225,680	\$0	\$225,680
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$1,923,732	\$0	\$1,923,732
11.73.00	CONTINGENCIES/PROGRAM RESERVE	\$1,032,888	\$0	\$1,032,888
119-00	TRANSIT ENHANCEMENTS (BUS)	\$68,000	\$0	\$68,000
11.93.02	CONSTRUCTION - BUS SHELTERS	\$68,000	\$0	\$68,000
993-00	FLEET MANAGEMENT	\$780,000	\$0	\$780,000
11.42.07	ACQUIRE - ADP HARDWARE	\$700,000	\$0	\$700,000
11.42.08	ACQUIRE - ADP SOFTWARE	\$80,000	\$0	\$80,000
117-01	OTHER CAPITAL ITEMS (BUS)	\$0	\$2,392,493	\$2,392,493
11.7A.00	PREVENTIVE MAINTENANCE - AMENDMENT NO. 1	\$0	\$2,392,493	\$2,392,493

Eligible Change Amounts

Code	Description	Previous Eligible	Change in Eligible	Current Eligible
111-01	BUS - ROLLING STOCK	\$18,624,035	\$0	\$18,624,035
11.12.01	BUY REPLACEMENT 40-FT BUS	\$16,578,775	\$0	\$16,578,775
11.12.09	BUY REPLACEMENT TROLLEY BUS	\$2,045,260	\$0	\$2,045,260
113-01	BUS - STATION/STOPS/TERMINALS	\$175,000	\$0	\$175,000
11.31.04	SOUTH CENTRAL STATION - PRELIM ENG	\$175,000	\$0	\$175,000
114-01	BUS: SUPPORT EQUIP AND FACILITIES	\$3,224,000	\$0	\$3,224,000
11.42.06	ACQUIRE - SHOP EQUIPMENT	\$82,000	\$0	\$82,000
11.42.07	ACQUIRE - ADP HARDWARE	\$227,000	\$0	\$227,000
11.42.08	ACQUIRE - ADP SOFTWARE	\$185,000	\$0	\$185,000
11.42.09	ACQUIRE - SECURITY EQUIPMENT	\$100,000	\$0	\$100,000
11.44.02	CONSTRUCTION - PAINT FACILITY UPGRADE	\$1,600,000	\$0	\$1,600,000
11.44.02	CONSTRUCTION - RENOVATION MAINT FACILITY	\$930,000	\$0	\$930,000
11.44.03	CONSTRUCTION - SECURITY SYSTEMS	\$100,000	\$0	\$100,000

116-00	SIGNAL & COMM EQUIPMENT (BUS)	\$17,000	\$0	\$17,000
11.62.20	ACQUISITION - MISCELLANEOUS EQUIPMENT	\$17,000	\$0	\$17,000
117-00	OTHER CAPITAL ITEMS (BUS)	\$10,020,144	\$0	\$10,020,144
11.71.12	CAPITAL COST OF CONTRACTING	\$3,125,285	\$0	\$3,125,285
11.7A.00	PREVENTIVE MAINTENANCE	\$2,916,984	\$0	\$2,916,984
11.7A.00	PREVENTIVE MAINTENANCE	\$282,100	\$0	\$282,100
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$2,404,665	\$0	\$2,404,665
11.73.00	CONTINGENCIES/PROGRAM RESERVE	\$1,291,110	\$0	\$1,291,110
119-00	TRANSIT ENHANCEMENTS (BUS)	\$85,000	\$0	\$85,000
11.93.02	CONSTRUCTION - BUS SHELTERS	\$85,000	\$0	\$85,000
993-00	FLEET MANAGEMENT	\$975,000	\$0	\$975,000
11.42.07	ACQUIRE - ADP HARDWARE	\$875,000	\$0	\$875,000
11.42.08	ACQUIRE - ADP SOFTWARE	\$100,000	\$0	\$100,000
117-01	OTHER CAPITAL ITEMS (BUS)	\$0	\$2,990,616	\$2,990,616
11.7A.00	PREVENTIVE MAINTENANCE - AMENDMENT NO. 1	\$0	\$2,990,616	\$2,990,616

Change in Quantity

Code	Description	Previous Quantity	Change in Quantity	Current Quantity
111-01	BUS - ROLLING STOCK	59	0	59
11.12.01	BUY REPLACEMENT 40-FT BUS	53	0	53
11.12.09	BUY REPLACEMENT TROLLEY BUS	6	0	6
113-01	BUS - STATION/STOPS/TERMINALS	0	0	0
11.31.04	SOUTH CENTRAL STATION - PRELIM ENG	0	0	0
114-01	BUS: SUPPORT EQUIP AND FACILITIES	0	0	0
11.42.06	ACQUIRE - SHOP EQUIPMENT	0	0	0
11.42.07	ACQUIRE - ADP HARDWARE	0	0	0
11.42.08	ACQUIRE - ADP SOFTWARE	0	0	0
11.42.09	ACQUIRE - SECURITY EQUIPMENT	0	0	0
11.44.02	CONSTRUCTION - PAINT FACILITY	0	0	0

	UPGRADE			
11.44.02	CONSTRUCTION - RENOVATION MAINT FACILITY	0	0	0
11.44.03	CONSTRUCTION - SECURITY SYSTEMS	0	0	0
116-00	SIGNAL & COMM EQUIPMENT (BUS)	0	0	0
11.62.20	ACQUISITION - MISCELLANEOUS EQUIPMENT	0	0	0
117-00	OTHER CAPITAL ITEMS (BUS)	0	0	0
11.71.12	CAPITAL COST OF CONTRACTING	0	0	0
11.7A.00	PREVENTIVE MAINTENANCE	0	0	0
11.7A.00	PREVENTIVE MAINTENANCE	0	0	0
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	0	0
11.73.00	CONTINGENCIES/PROGRAM RESERVE	0	0	0
119-00	TRANSIT ENHANCEMENTS (BUS)	0	0	0
11.93.02	CONSTRUCTION - BUS SHELTERS	0	0	0
993-00	FLEET MANAGEMENT	0	0	0
11.42.07	ACQUIRE - ADP HARDWARE	0	0	0
11.42.08	ACQUIRE - ADP SOFTWARE	0	0	0
117-01	OTHER CAPITAL ITEMS (BUS)	0	0	0
11.7A.00	PREVENTIVE MAINTENANCE - AMENDMENT NO. 1	0	0	0

Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
<b>Gross Project Cost:</b>	\$33,129,679	\$2,990,616	\$36,120,295
<b>Adjustment Amount:</b>	\$9,500	\$0	\$9,500
<b>Total Eligible Cost:</b>	\$33,120,179	\$2,990,616	\$36,110,795
<b>Total FTA Amount:</b>	\$26,496,143	\$2,392,493	\$28,888,636
<b>Total State Amount:</b>	\$0	\$0	\$0
<b>Total Local Amount:</b>	\$6,624,036	\$598,123	\$7,222,159
<b>Other Federal Amount:</b>	\$0	\$0	\$0
<b>Special Condition Amount:</b>	\$0	\$0	\$0

Part 4. Milestones

**11.12.01 BUY REPLACEMENT 40-FT BUS** 53 \$13,263,020 \$16,578,775

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Dec. 31, 2002
2.	CONTRACT AWARDED	Jan. 31, 2005
3.	FIRST VEHICLE DELIVERED	Oct. 31, 2005
4.	ALL VEHICLES DELIVERED	Nov. 30, 2005
5.	CONTRACT COMPLETE	Jan. 31, 2006

**11.12.09 BUY REPLACEMENT TROLLEY BUS** 6 \$1,636,208 \$2,045,260

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Jan. 31, 2004
2.	CONTRACT AWARDED	May. 31, 2005
3.	FIRST VEHICLE DELIVERED	Aug. 01, 2005
4.	ALL VEHICLES DELIVERED	Sep. 30, 2005
5.	CONTRACT COMPLETE	Oct. 31, 2005

**11.31.04 SOUTH CENTRAL STATION -  
PRELIM ENG** 0 \$140,000 \$175,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Oct. 31, 2005
	Appraisal Q1 - 2006 Offer Q2 - 2006 Environmental Q3 - 2006 Close Q1 - 2007 Preliminary Design Q2 - 2007	
2.	Contract Award	Mar. 31, 2006
3.	Contract Complete	Mar. 31, 2007

**11.42.06 ACQUIRE - SHOP EQUIPMENT**

0

\$65,600

\$82,000

	Milestone Description	Est. Comp. Date
1.	First Contract Award	Jun. 30, 2005
	Electronic Underground Tank Monitoring RFP/IFB OUT FOR BID Q2 2005 CONTRACT AWARDED Q3 2005 CONTRACT COMPLETE Q4 2005	
2.	First Contract Complete	Oct. 31, 2005
3.	Last Contract Award	Dec. 31, 2005
4.	Last Contract Complete	Sep. 30, 2006

**11.42.07 ACQUIRE - ADP HARDWARE**

0

\$181,600

\$227,000

	Milestone Description	Est. Comp. Date
1.	Start Project Date	Sep. 30, 2005
	This line item will have various contracts: Network Server Upgrade Issue RFP/IFB Q4 2005 Award Contract Q4 2005 Contract Complete Q3 2006  Infrastructure Upgrade Issue RFP/IFB Q4 2005 Award Contract Q4 2005 Contract Complete Q4 2006  Personal Computer Replacements Issue RFP/IFB Q4 2005 Award Contract Q4 2005 Contract Complete Q4 2006  Laser Printer Replacement Issue RFP/IFB Q4 2005 Award Contract Q4 2005 Contract Complete Q3 2006  Tape Drive Upgrade Issue RFP/IFB Q4 2005 Award Contract Q4 2005	

	Contract Complete Q3 2006  Disk Drive Upgrade Issue RFP/IFB Q4 2005 Award Contract Q4 2005 Contract Complete Q4 2006  Laptops Issue RFP/IFB Q4 2005 Award Contract Q1 2006 Contract Complete Q4 2006	
2.	Ending Project Date	Sep. 30, 2006

**11.42.08 ACQUIRE - ADP SOFTWARE** 0 \$148,000 \$185,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jan. 31, 2005
	CAF System Issue RFP/IFB Q2 2005 Award Contract Q2 2005 Contract Complete Q1 2006	
2.	Contract Award	Mar. 31, 2005
3.	Contract Complete	Dec. 31, 2005

**11.42.09 ACQUIRE - SECURITY EQUIPMENT** 0 \$80,000 \$100,000

	Milestone Description	Est. Comp. Date
1.	Start Project Date	Jan. 31, 2005
2.	Ending Project Date	Mar. 31, 2006

**11.44.02 CONSTRUCTION - PAINT FACILITY UPGRADE** 0 \$1,280,000 \$1,600,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Mar. 31, 2005

2.	Contract Award	Jun. 30, 2005
3.	Contract Complete	Dec. 31, 2006

**11.44.02 CONSTRUCTION - RENOVATION MAINT FACILITY** 0 \$744,000 \$930,000

	Milestone Description	Est. Comp. Date
1.	Start Project Date	Jul. 31, 2004
2.	Ending Project Date	Dec. 31, 2006

**11.44.03 CONSTRUCTION - SECURITY SYSTEMS** 0 \$80,000 \$100,000

	Milestone Description	Est. Comp. Date
1.	Start Project Date	Dec. 31, 2005
2.	Ending Project Date	Dec. 31, 2006

**11.62.20 ACQUISITION - MISCELLANEOUS EQUIPMENT** 0 \$13,600 \$17,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Sep. 30, 2005
2.	Contract Award	Dec. 31, 2005
3.	Contract Complete	Mar. 31, 2006

**11.71.12 CAPITAL COST OF CONTRACTING** 0 \$2,500,228 \$3,125,285

	Milestone Description	Est. Comp. Date
1.	Complete	Jun. 30, 2005

**11.7A.00 PREVENTIVE MAINTENANCE** 0 \$2,333,587 \$2,916,984

	Milestone Description	Est. Comp. Date
1.	Preventive Maintenance	None Specified

**11.7A.00 PREVENTIVE MAINTENANCE** 0 \$225,680 \$282,100

	Milestone Description	Est. Comp. Date
1.	Preventive Maint. 217 NABI	None Specified

**11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE** 0 \$1,923,732 \$2,404,665

	Milestone Description	Est. Comp. Date
1.	Non-Fixed Route ADA	None Specified

**11.73.00 CONTINGENCIES/PROGRAM RESERVE** 0 \$1,032,888 \$1,291,110

	Milestone Description	Est. Comp. Date
1.	Complete	Jun. 30, 2006

**11.93.02 CONSTRUCTION - BUS SHELTERS** 0 \$68,000 \$85,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Oct. 31, 2006
2.	Contract Award	Mar. 31, 2007
3.	Contract Complete	Jun. 30, 2007

**11.42.07 ACQUIRE - ADP HARDWARE** 0 \$700,000 \$875,000

	Milestone Description	Est. Comp. Date
1.	Start Project Date	Jul. 31, 2005
	AVL Workstation Replacement	

	Issue RFP/IFB Q4 2005 Award Contract Q4 2005 Contract Complete Q4 2006 On-Board Cameras Issue RFP/IFB Q4 2005 Award Contract Q1 2006 Contract Complete Q2 2006	
2.	Ending Project Date	Sep. 30, 2006

**11.42.08 ACQUIRE - ADP SOFTWARE** 0 \$80,000 \$100,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jul. 31, 2005
	AVL System Upgrade Issue RFP/IFB Q1 2006 Award Contract Q1 2006 Contract Complete Q3 2006	
2.	Contract Award	Aug. 31, 2005
3.	Contract Complete	Sep. 30, 2006

Part 5. Environmental Findings

**11101 BUS - ROLLING STOCK** 59 \$14,899,228 \$18,624,035

Finding No. 1 - Class II(c)

**C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

**111201 BUY REPLACEMENT 40-FT BUS** 53 \$13,263,020 \$16,578,775

Finding No. 1 - Class II(c)

**C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

<b>111209 BUY REPLACEMENT TROLLEY BUS</b>	6	\$1,636,208	\$2,045,260
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Finding No. 1 - Class II(c)

**C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

<b>11301 BUS - STATION/STOPS/TERMINALS</b>	0	\$140,000	\$175,000
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Finding No. 1 - Class II(c)

**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

<b>113104 SOUTH CENTRAL STATION - PRELIM ENG</b>	0	\$140,000	\$175,000
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Finding No. 1 - Class II(c)

**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R.

Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

<b>11401 BUS: SUPPORT EQUIP AND FACILITIES</b>	0	\$2,579,200	\$3,224,000
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Finding No. 1 - Class II(c)

<b>114206 ACQUIRE - SHOP EQUIPMENT</b>	0	\$65,600	\$82,000
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Finding No. 1 - Class II(c)

**C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

<b>114207 ACQUIRE - ADP HARDWARE</b>	0	\$181,600	\$227,000
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Finding No. 1 - Class II(c)

<b>114208 ACQUIRE - ADP SOFTWARE</b>	0	\$148,000	\$185,000
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Finding No. 1 - Class II(c)

<b>114209 ACQUIRE - SECURITY EQUIPMENT</b>	0	\$80,000	\$100,000
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Finding No. 1 - Class II(c)

<b>114402 CONSTRUCTION - PAINT FACILITY UPGRADE</b>	0	\$1,280,000	\$1,600,000
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Finding No. 1 - Class II(c)

**C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

<b>114402 CONSTRUCTION - RENOVATION MAINT FACILITY</b>	0	\$744,000	\$930,000
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Finding No. 1 - Class II(c)

**C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

<b>114403 CONSTRUCTION - SECURITY SYSTEMS</b>	0	\$80,000	\$100,000
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Finding No. 1 - Class II(c)

**C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

<b>11600 SIGNAL &amp; COMM EQUIPMENT (BUS)</b>	0	\$13,600	\$17,000
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Finding No. 1 - Class II(c)

<b>116220 ACQUISITION - MISCELLANEOUS EQUIPMENT</b>	0	\$13,600	\$17,000
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Finding No. 1 - Class II(c)

<b>11700 OTHER CAPITAL ITEMS (BUS)</b>	0	\$8,016,115	\$10,020,144
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Finding No. 1 - Class II(c)

<b>117112 CAPITAL COST OF CONTRACTING</b>	0	\$2,500,228	\$3,125,285
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Finding No. 1 - Class II(c)

<b>117A00 PREVENTIVE MAINTENANCE</b>	0	\$2,333,587	\$2,916,984
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Finding No. 1 - Class II(c)

<b>117A00 PREVENTIVE MAINTENANCE</b>	0	\$225,680	\$282,100
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Finding No. 1 - Class II(c)

<b>117C00 NON FIXED ROUTE ADA</b>	0	\$1,923,732	\$2,404,665
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PARATRANSIT SERVICE

Finding No. 1 - Class II(c)

<b>117300</b> CONTINGENCIES/PROGRAM RESERVE	0	\$1,032,888	\$1,291,110
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Finding No. 1 - Class II(c)

<b>11900</b> TRANSIT ENHANCEMENTS (BUS)	0	\$68,000	\$85,000
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Finding No. 1 - Class II(c)

<b>119302</b> CONSTRUCTION - BUS SHELTERS	0	\$68,000	\$85,000
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Finding No. 1 - Class II(c)

<b>99300</b> FLEET MANAGEMENT	0	\$780,000	\$975,000
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Finding No. 1 - Class II(c)

<b>114207</b> ACQUIRE - ADP HARDWARE	0	\$700,000	\$875,000
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Finding No. 1 - Class II(c)



Comment By:	William Jones
Date Created:	Sep. 07, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	I have reviewed the Civil Rights requirements and concur with this portion of the project application

Comment Title:	Review Comment
Comment By:	Pearlie Tiggs
Date Created:	Aug. 26, 2005
Date Updated:	Sep. 06, 2005
Ref Section:	Project Overview
Comment:	This grant amendment is now undr review.  All review comments must be addressed before TEAM is set for submission.

Comment Title:	Engineering Review-Amend 1
Comment By:	Cheryle Tyson
Date Created:	Sep. 12, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Engineering review of this grant is complete.

FTA Internal

Comment Title:	FTA Environment Concurrence
Comment By:	Pearlie Tiggs
Date Created:	Aug. 26, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 8/26/2005

Comment Title:	Planning
Comment By:	Pearlie Tiggs
Date Created:	Aug. 26, 2005

Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 8/26/2005

Comment Title:	Regional Admin Approval
Comment By:	Blas M Uribe, IV
Date Created:	Sep. 08, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 9/8/2005

Comment Title:	FTA Legal Concurrence
Comment By:	Paul T Jensen
Date Created:	Aug. 30, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 8/30/2005

Comment Title:	FTA STIP Approval
Comment By:	Pearlie Tiggs
Date Created:	Aug. 26, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 10/29/2004

Comment Title:	Transport. Program Specialist
Comment By:	Margaret J Crist
Date Created:	Sep. 08, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Application Complete 9/8/2005

Comment Title:	Plng/Environ Review Comment
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Comment By:	Pearlie Tiggs
Date Created:	Aug. 26, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	There has not been any changes in projects in the initial grant budget. The grant amendment can proceed for approval.

Comment Title:	Development
Comment By:	Margaret J Crist
Date Created:	Sep. 08, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 9/8/2005

Comment Title:	FTA Civil Rights Concurrence
Comment By:	William Jones
Date Created:	Sep. 07, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Approval Stamp 9/7/2005

Comments to DOL

Comment Title:	Comment to DOL
Comment By:	Pearlie Tiggs
Date Created:	Aug. 26, 2005
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant amendment is for information only. Full FY 2005 funding amount was DOL certified.

Part 8: Results of Reviews

Type:	Error
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Location:	Milestones
Description:	At least one Milestone was specified which does not have an estimated completion date.
Instructions:	Open the Milestones window and ensure that all milestones specified have an estimated completion date.

# **Sample Progress Report**

# DOT



# FTA

U.S. Department of Transportation

Federal Transit Administration

## TX-90-X495-00 Quarterly Narrative Report

Jan. 01, 2006 through Mar. 31, 2006

As Of May. 30, 2006

MS/P Report Submitted , FSR Submitted

### Part 1: Recipient Information

Project Number:	TX-90-X495-00
Recipient ID:	1937
Recipient Name:	VIA METROPOLITAN TRANSIT AUTHORITY
Address:	P. O. BOX 12489 , SAN ANTONIO, TX 78212 4295
Telephone:	(210) 362-2000
Facsimile:	(210) 362-2570

### Part 2: Project Information

Project No:	TX-90-X495-00
Brief Desc:	Capital Projects
FTA Project Mgr:	Jesse Balleza
Start/End Date:	-
Gross Project Cost:	\$40,131,703
Adjustment Amt:	\$0
Total Eligible Cost:	\$40,131,703
Total FTA Amt:	\$32,109,660
Total State Amt:	\$0
Total Local Amt:	\$8,022,043
Other Federal Amt:	\$0

### Part 3: Financial Status Report

#### Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Total Outlays	\$40,123,824	\$7,879	\$40,131,703
B. Recipient Share of Outlays	\$8,020,468	\$1,575	\$8,022,043
C. Federal Share of Outlays	\$32,103,356	\$6,304	\$32,109,660
D. Total Unliquidated Obligations			\$0
E. Recipient Share of Unliq. Obligations			\$0
F. Federal Share of Unliq. Obligations			\$0
G. Total Federal Share (C + F)			\$32,109,660
H. Total Federal Funds			\$32,109,660
I. Unobl. Bal. of Fed. Funds ( H - G)			\$0

### **Cost Plan**

Type of Rate	N/A
Rate	0.00%
Base	\$0
Total Amount	\$0
Federal Amount	\$0

## **Part 4. Milestone/Progress Report**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
<b>11.12.01</b> BUY REPLACEMENT 40-FT BUS	68	\$16,103,122	\$20,128,903

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB OUT FOR BID	12/31/1997		2	3/14/1997	
	PROGRESS:					
2.	CONTRACT AWARDED	1/1/2000		2	9/30/2000	N/A
	DETAILED DESCRIPTION: Release Order					
3.	FIRST VEHICLE DELIVERED	12/1/2000	2/14/2001	1	2/14/2001	
4.	CONTRACT COMPLETE	2/1/2001	4/9/2001	1	4/9/2001	
5.	ALL VEHICLES DELIVERED	2/1/2001	4/9/2001	1	4/9/2001	

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
<b>11.13.01</b> BUY 40-FT BUS FOR EXPANSION	12	\$2,424,838	\$3,031,048











**11.41.01 FINAL DESIGN - ADMIN FACILITY**

0

\$0

\$0

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFQ	11/1/1999			3/20/2003	
2.	Contract Award	2/15/2000			3/20/2003	
3.	Contract Complete	11/1/2001			3/20/2003	

**11.44.01 REHAB/RENOVATE - ADMINISTRATIVE FACILITY**

Quantity

FTA Amount

Elig. Proj. Cost

0

\$102,790

\$128,488

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	7/1/2000	12/31/2004	1	10/31/2004	
2.	Contract Award	11/1/2000	6/30/2005	1	11/30/2004	
3.	Contract Complete	11/1/2001	12/31/2005	1	2/28/2006	
	PROGRESS: TX-90-X495 - 3/31/06  11.44.01 REHAB/RENO. - ADMIN. FAC.  A February budget revision moved \$6,361 to the Construct - Bus Pass Shelters line item.					

**11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY**

Quantity

FTA Amount

Elig. Proj. Cost

0

\$5,729

\$7,161

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	7/1/2000	8/31/2004	1	9/30/2004	
2.	Contract Award	9/1/2000	10/31/2004	1	10/31/2004	
3.	Contract Complete	10/1/2001	12/31/2005	3	2/28/2006	
	PROGRESS: TX-90-X495 - 03/31/06  11.44.03 Rehab/Reno - Admin/Maint Fac. A February budget revision moved \$1,516 to					





# **Glossary of FTA Terms**

# **Glossary of FTA Terms**

## **Architectural and Engineering (A&E)**

Architectural and Engineering contracts must be procured according to the Brooks Act. That is, the selection of the firm must be based on qualifications alone, price must not be considered. Price is then negotiated with the most qualified firm. If a reasonable price can not be agreed upon, then the grantee proceeds to negotiate with the second most qualified firm and so on.

## **ADA – Americans with Disabilities Act (ADA)**

Grantees must ensure that their vehicles and facilities are accessible to persons with disabilities. Also, fixed-route systems generally are required to provide complementary paratransit service to persons with disabilities who can not use the fixed-route system.

## **ADAAG - Americans with Disabilities Act Accessibility Guidelines (ADAAG)**

These are guidelines established for ensuring that vehicles and facilities are accessible to persons with disabilities [see Useful Web Links to find more information about ADAAG].

## **ALI – Activity Line Item (ALI)**

A line item in a grant project under a specific Scope of Work e.g., purchase buses.

## **BAT – Breath Alcohol Technician (BAT)**

An individual trained to operate an Evidentiary Breath Testing device.

## **BPPM – Best Practices Procurement Manual (BPPM)**

A guidance manual for grantees on conducting third-party procurements [see Useful Web Links for more information on the BPPM].

## **CDL – Commercial Driver’s License (CDL)**

A license required in order for an individual to operate a commercial vehicle that will carry 16 or more passengers or a vehicle or combination of vehicles with a gross vehicle weight of 26,001 pounds or more.

## **CEO – Chief Executive Officer (CEO)**

The highest ranking official of an organization. Depending on the type of organization the CEO may hold any of the following titles: Mayor, General Manager, Executive Director, President, or Partner.

## **CFR – Code of Federal Regulations (CFR)**

The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.

## **Glossary of FTA Terms**

### **CMAQ – Congestion, Mitigation and Air Quality (CMAQ)**

The CMAQ program is jointly administered by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The CMAQ program provides funds to State DOTs, MPOs, and transit agencies to invest in projects that reduce criteria air pollutants regulated from transportation-related sources.

### **CRO – Civil Rights Officer (CRO)**

The individual working from the FTA Regional Office who is responsible for ensuring grantee compliance with Civil Rights Programs (DBE, Title VI, ADA and EEO). All CROs report directly to the Office of Civil Rights in Washington, DC.

### **DBE – Disadvantaged Business Enterprise (DBE)**

As defined by the United States Small Business Administration, a Disadvantaged Business Enterprise is a business that is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

### **DFWA – Drug-Free Workplace Act (DFWA)**

The Drug-free Workplace Act of 1988 requires direct recipients of federal funds to provide a written policy to all employees notifying them that the workplace is drug-free and that the unlawful, manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. The Act also contains reporting requirements for recipients when an employee has been convicted of a drug statute violation that occurred in the workplace.

### **DHHS – Department of Health and Human Services (DHHS)**

The Department of Health and Human Services (DHHS) is the United States government's principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves. DHHS provides support and guidance in the areas of workplace drug testing and substance abuse.

### **DOT – Department of Transportation (DOT)**

Executive branch department that oversees federal transit, highway, air, railroad, and maritime administration functions. The DOT administrations include the Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Federal Motor Carrier Safety Administration (FMCSA), Federal Aviation Administration (FAA), Federal Railroad Administration (FRA), and the Maritime Administration (MARAD).

### **ECHO – Electronic Clearing House Operation (ECHO)**

The system used by FTA to help manage its finances and meet its financial requirements for the payment of Federal funds to grant recipients.

## **Glossary of FTA Terms**

### **EEO – Equal Employment Opportunity (EEO)**

Federal regulation requiring grantees to grantee must ensure that no person in the United States shall on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving federal financial assistance from the federal transit laws.

### **FHWA – Federal Highway Administration (FHWA)**

Agency of the U.S. DOT that administers highway transportation activities including standards development, research and technology, training, technical assistance, highway access to federally owned lands and Indian lands, and commercial vehicle safety enforcement. Programs include: The Federal-aid Highway Program, The Motor Carrier Safety Program, The Federal Lands Highway Program.

### **FMCSA – Federal Motor Carrier Safety Administration (FMCSA)**

Agency of the U.S. DOT that administers programs to reduce crashes, injuries, and fatalities involving large trucks and buses. Programs are designed to develop and enforce data-driven regulations that balance motor carrier (truck and bus companies) safety with industry efficiency; harness safety information systems to focus on higher risk carriers in enforcing the safety regulations; targets educational messages to carriers, commercial drivers, and the public; and partners with stakeholders including Federal, State, and local enforcement agencies, the motor carrier industry, safety groups, and organized labor on efforts to reduce bus and truck-related crashes.

### **FMO – Financial Management Oversight (FMO)**

An FTA oversight program that focuses on the financial management, internal controls and financial capacity of federal grant recipients. The FMO program utilizes three different reviews, Full Scope Financial Management System Review and Follow-up Reviews.

### **FMVSS – Federal Motor Vehicle Safety Standards (FMVSS)**

Regulations to which manufacturers of motor vehicle and equipment items must conform and certify compliance. The federal safety standards are regulations written in terms of minimum safety performance requirements for motor vehicles or items of motor vehicle equipment.

### **FRA – Federal Railroad Administration (FRA)**

Agency of the U.S. DOT that promulgates and enforces rail safety regulations; administers railroad assistance programs; conducts research and development in support of improved railroad safety and national rail transportation policy; provides for the rehabilitation of Northeast Corridor rail passenger service; and consolidates government support of rail transportation activities.

# **Glossary of FTA Terms**

## **FSR – Financial Status Report (FSR)**

Report of the financial activity of a grant that includes such information as obligation amounts and disbursements. FSRs are filed in the Transportation Electronic Award and Management (TEAM) system on either a quarterly or annual basis, depending on the size of the grantees urbanized area.

## **FTA – Federal Transit Administration (FTA)**

Agency of the U.S DOT that provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems. FTA oversees thousands of grants to hundreds of state and local transit providers, primarily through its ten regional offices. These grantees are responsible for managing their programs in accordance with Federal requirements, and FTA is responsible for ensuring that grantees follow Federal mandates along with statutory and administrative requirements.

## **GAO – Government Accountability Office**

An agency that works for Congress and the American people. The GAO, commonly called the investigative arm of Congress, is an independent and nonpartisan agency that studies the programs and expenditures of the federal government. GAO advises Congress and the heads of executive agencies about ways to make government more effective and responsive.

## **GIS – Geographic Information System**

A database or series of databases that that permits the electronic representation and analysis of maps and related data.

## **IFB – Invitation for Bid**

Procurement method in which prospective contractors, vendors and/or suppliers are invited to submit bids for services, materials, or supplies. The contract is then awarded to the lowest, responsive, responsible bidder.

## **ITS – Intelligent Transportation System**

The application of the latest technologies to the improvement of transportation infrastructure (e.g., highways, bridges and roads) and vehicles (e.g., cars, buses and trains). The focus of ITS is to better manage and improve the efficiency of transportation throughout the country.

## **ISTEA – Intermodal Surface Transportation Efficiency Act**

Federal legislation passed by Congress in 1991, which authorizes Federal programs for setting policy guidance and providing funding for highway, transit, and safety programs for fiscal years 1992-1997.

## **Glossary of FTA Terms**

### **LEP – Limited English Proficiency**

Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. Executive Order 13166 requires all agencies that provide federal financial assistance to issue guidance on how recipients of that assistance can take reasonable steps to provide meaningful access consistent with the Title VI regulations. The Order also requires that federal agencies create plans for ensuring that their own activities also provide meaningful access for persons who are LEP.

### **MIS – Major Investment Study**

A Major Investment Study examines alternative transportation strategies that will best work to solve a transportation problem within a given corridor. An MIS considers costs and benefits associated with alternatives, uses public participation in the decision-making process, considers a broad range of land-use, environmental, social and transportation impacts, and considers various transportation modes in order to develop possible solutions.

### **MIS – Management Information System**

A Management Information System is a computer system designed to provide management personnel with up-to-date information on an organization's or a program's performance. These systems output information in a form that is useable by managers at all levels.

### **MMIS – Maintenance Management Information System**

A computer system designed to provide maintenance management personnel with up-to-date information on the maintenance performance of a transit system.

### **MOU – Memorandum of Understanding**

An agreement between two or more parties that defines the roles, responsibilities and obligations of all parties with respect to a particular business relationship. An example is an MOU between the Metropolitan Planning Organization (MPO) and the transit providers serving a particular metropolitan area.

### **MPO – Metropolitan Planning Organization**

The agency designated by and agreement between the governor of a state and the local governments of a metropolitan area that has the lead responsibility for developing transportation plans and programs for urbanized areas with populations of 50,000 people or more.

### **MPR – Milestone/Progress Report**

Report on the progress of various activities associated with a grant project. The report is filed in the Transportation Electronic Award and Management (TEAM) system on a quarterly or annual basis depending on the size of a grantees urbanized area.

## **Glossary of FTA Terms**

### **MRO – Medical Review Officer**

A medical doctor or osteopath who has appropriate training in evaluation of drug and alcohol test results and the diagnosis and treatment of alcohol and substance abuse disorders.

### **NAICS – North American Industry Classification System**

The North American Industry Classification System is a unique system for classifying business establishments. Adopted in 1997 to replace the old Standard Industrial Classification (SIC) system, it is the industry classification system used by the statistical agencies of the United States.

### **NTD – National Transit Database**

Data collected and disseminated by the FTA on the state of mass transportation using information provided by the nation's transportation providers. Transit providers submit data to the NTD monthly, quarterly and annually.

### **OEM – Original Equipment Manufacturer**

The original manufacturer of an individual piece of equipment or a component part of a larger item (e.g., a vehicle). The OEM may not necessarily be the vendor or supplier of the equipment item.

### **OIG – Office of Inspector General**

The Office of Inspector General works within the Department of Transportation to promote effectiveness and head off, or stop, waste, fraud and abuse in departmental programs. The OIG conducts audits and investigations and also consults with the Congress about programs in progress and proposed new laws and regulations.

### **OMB – Office of Management and Budget**

The OMB assists the President in overseeing the preparation of the federal budget and to supervise its administration in Executive Branch agencies. OMB also oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies.

### **PCR – Planning Certification Review**

Requirement calling for FHWA and FTA to certify jointly the transportation planning processes in metropolitan areas with over 200,000 population, known as Transportation Management Areas (TMAs), every three years.

## **Glossary of FTA Terms**

### **PIN – Personal Identification Number**

Number required to execute the Certifications and Assurances as well as Grant Agreements in the TEAM system. An agency's authorizing official and attorney are typically the individuals who are assigned PINs.

### **PM – Preventive Maintenance**

Maintenance that is performed at regularly scheduled intervals to ensure the state of good repair of vehicles, equipment and facilities.

### **PMI – Preventive Maintenance Inspection**

A regularly scheduled inspection of vehicles, equipment and facilities.

### **PMO – Project Management Oversight**

FTA's Office of Engineering, through the Regional Offices, performs oversight of grantee project management that focuses on the management of major investments (New Starts, rail modernization, etc.) in transit projects. This activity begins early in project implementation, usually at the time of preliminary engineering.

### **POP – Program of Projects**

The list of projects that each grantee intends to implement with its grant funds. The grantee must comply with FTA's public participation requirements. That is, each grantee is required to develop, publish, afford an opportunity for a public hearing on, and submit for approval a Program of Projects (POP).

### **PSR – Procurement System Review**

An oversight review designed to encourage and facilitate improvements in a grantee's procurement operations and assess a grantee's compliance with Federal procurement requirements, specifically the requirements of FTA Circular 4220.1E as well as other applicable statutory and administrative requirements.

### **RFGS – Rail Fixed Guideway System**

Rail fixed guideway system means any light, heavy, or rapid rail system, monorail, inclined plane, funicular, trolley, or automated guideway that is not regulated by the Federal Railroad Administration and is included in FTA's calculation of fixed guideway route miles or receives funding under FTA's formula program for urbanized areas.

## **Glossary of FTA Terms**

### **RFP – Request for Proposals**

A procurement method in which prospective contractors, or vendors are invited to submit proposals for services that will be evaluated based on a set of criteria, one of which is price. Under this method contracts are awarded to the firm whose offer is most advantageous to the procuring agency.

### **RFQ – Request for Qualifications**

A procurement method in which prospective contractors are invited to submit their qualifications for performing a particular service. Under this method contracts are awarded to the most qualified firm and price is negotiated.

### **SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users**

Federal legislation passed by Congress in 2005, which authorized the federal surface transportation programs for highways, highway safety, and transit for the 5-year period covering FY 2005 through FY 2009.

### **SAP – Substance Abuse Professional**

A licensed physician (Doctor of Medicine or Osteopathy), or a licensed or certified social worker, or a licensed or certified psychologist, or a licensed or certified employee assistance professional, or a certified alcohol and drug abuse counselor who provides counseling to individuals who have tested positive in a U.S. DOT administered drug and/or alcohol test.

### **SSPP – System Safety Program Plan**

A plan that provides a comprehensive and organized approach to workplace and service safety. An SSPP is required for all rail fixed guideway systems subject to FTA's State Safety Oversight rule. An SSPP is encouraged for other modes.

### **SSPS – System Safety Program Standard**

The oversight agency of each state with a rail fixed guideway system that is subject to FTA's State Safety Oversight rule must develop and adopt a system safety program standard that, at a minimum complies with the American Public Transit Association's "Manual for the Development of Rail Transit System Safety Program Plans" (APTA Guidelines) published on August 20, 1991, and requires the transit agency to address the personal security of its passengers and employees.

## **Glossary of FTA Terms**

### **STIP – State Transportation Improvement Program**

Statewide transportation improvement program (STIP) is a staged, multiyear, statewide, intermodal program of transportation projects which is consistent with the Statewide transportation plan and planning processes and metropolitan plans, TIPs and processes.

### **STT – Screening Test Technician**

An STT is a person who instructs and assists employees in the alcohol testing process and operates an alcohol screening device.

### **TCRP – Transit Cooperative Research Program**

TCRP is funded by the public through the Federal Transit Administration and is governed by an independent board - the TCRP Oversight and Project Selection (TOPS) Committee. TCRP funds research on issues relevant to the transit industry and disseminates the results of its research through reports and other finished products such as videotapes and software.

### **TEA-21 – Transportation Equity Act for the 21<sup>st</sup> Century**

Federal legislation passed by Congress in 1998, which authorized the federal surface transportation programs for highways, highway safety, and transit for the 6-year period 1998-2003.

### **TEAM – Transportation Electronic Awards and Management**

TEAM is a software application and database that enables FTA staff to administer the different grant programs. The system also allows grantees to electronically apply for and manage their FTA grants.

### **TIP – Transportation Improvement Program**

The TIP is a staged, multiyear, intermodal program of transportation projects which is consistent with the metropolitan transportation plan.

### **TMA – Transportation Management Area**

An urbanized area with a population over 200,000 (as determined by the latest decennial census) or other area when TMA designation is requested by the Governor and the MPO (or affected local officials), and officially designated by the Administrators of the FHWA and the FTA.

### **TPA – Third-Party Administrator**

A contractor whose services have been retained to administer a U.S. DOT drug and alcohol testing program on behalf of a grantee or group of grantees.

## **Glossary of FTA Terms**

### **TR – Triennial Review**

A statutorily mandated review of agencies receiving Urbanized Area Formula Grant funds from FTA. The reviews are conducted every three years and examine grantees compliance with federal requirements in 23 areas.

### **TVM – Transit Vehicle Manufacturer**

Manufacturer's of transit vehicles such as rail cars, buses and vans. These organizations are required to submit annual goals of DBE participation based on the amount of FTA financial assistance included in transit vehicle contracts that the organization will perform during the fiscal year for which the goal is being submitted.

### **UAFG – Urbanized Area Formula Grant**

This program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance in urbanized areas and for transportation related planning.

### **UCP – Unified Certification Program**

Each state must establish, through an agreement among all U.S. DOT grant recipients, a UCP that meets FTA requirements. The agreement must specify that the UCP will follow all certification procedures and standards in 49 CFR Part 26. All U.S. DOT grant recipients in the state must participate in the UCP.

### **UPWP – Unified Planning Work Program**

The UPWP describes the planning priorities facing the metropolitan planning area and describe all metropolitan transportation and transportation-related air quality planning activities anticipated within the area during the next one or two year period. The UPWP indicates who will perform the work, the schedule for completing it and the products that will be produced.

### **USCG – United States Coast Guard**

An agency of the U.S. Department of Homeland Security and one of the five armed services responsible to protect the public, the environment, and U.S. economic interests - in the nation's ports and waterways, along the coast, on international waters, or in any maritime region as required to support national security.

### **USOA – Uniform System of Accounts**

The Uniform System of Accounts (USOA) is the basic reference document for the National Transit Database. It contains the accounting structure required by Federal Transit laws. The main purpose of the USOA is to ensure that data definitions are uniform for all transit agencies.

## **Glossary of FTA Terms**

### **UZA – Urbanized Area**

An Urbanized Area is a statistical geographic entity designated by the Census Bureau, consisting of a central core and adjacent densely settled territory that together contain at least 50,000 people, generally with an overall population density of at least 1,000 people per square mile. Within the transportation planning community Urbanized Areas are typically referred to as the UZAs.

## **List of Useful Web Links**

# Useful Web Links for FTA Grant Recipients

## GENERAL INFORMATION

- **Federal Transit Laws, 49 USC Chapter 53**  
[http://www.fta.dot.gov/441\\_ENG\\_HTML.htm](http://www.fta.dot.gov/441_ENG_HTML.htm)
- **SAFETEA-LU**
- **Transportation Equity Act for the 21st Century Public L. No. 105-178, June 9, 1998.**  
<http://www.fhwa.dot.gov/tea21/>

## RESOURCES

- **FY2006 Triennial Review Workshop Workbook**  
<http://www.fta.dot.gov/FY2006TriReview/contents.htm>
- **National Transit Institute**
- **U.S. Government Printing Office**  
<http://www.gpoaccess.gov/index.html>

## GRANT ADMINISTRATION (Technical, Financial and Satisfactory Continuing Control)

- **TEAM-Web**  
<http://ftatteamweb.fta.dot.gov/fta-flash2b.html>
- **FTA Master Agreement – FY 2006**  
[http://www.fta.dot.gov/16874\\_16882\\_ENG\\_HTML.htm](http://www.fta.dot.gov/16874_16882_ENG_HTML.htm)
- **FTA Circular 9030.1C**  
[http://www.fta.dot.gov/legal/guidance/circulars/9000/433\\_1152\\_ENG\\_HTML.htm](http://www.fta.dot.gov/legal/guidance/circulars/9000/433_1152_ENG_HTML.htm)
- **FTA Circular 5010.1C**  
[http://www.fta.dot.gov/legal/guidance/circulars/5000/324\\_288\\_ENG\\_HTML.htm](http://www.fta.dot.gov/legal/guidance/circulars/5000/324_288_ENG_HTML.htm)
- **OMB Circular A-133**  
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>
- **OMB Circular A-87**  
<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

## PROCUREMENT

- **FTA Circular 4220.1E**  
[http://www.fta.dot.gov/legal/guidance/circulars/4200/386\\_14790\\_ENG\\_HTML.htm](http://www.fta.dot.gov/legal/guidance/circulars/4200/386_14790_ENG_HTML.htm)
- **Best Practices Procurement Manual**  
[http://www.fta.dot.gov/9386\\_ENG\\_HTML.htm](http://www.fta.dot.gov/9386_ENG_HTML.htm)

# Useful Web Links for FTA Grant Recipients

- **Altoona Bus Testing**  
<http://www.vss.psu.edu/BTRC.htm>

## DISADVANTAGED BUSINESS ENTERPRISE

- **U.S. DOT Office of Small and Disadvantaged Business Utilization**  
<http://osdbuweb.dot.gov/>
- **List of DBE Financial Institutions**  
[http://www.fms.treas.gov/mbdp/current\\_list.html](http://www.fms.treas.gov/mbdp/current_list.html)
- **U.S. Census Bureau North American Industry Classification System**  
<http://www.census.gov/epcd/www/naics.html>

## BUY AMERICA

- **Buy America**  
[http://www.fta.dot.gov/legal/buy\\_america/14328\\_ENG\\_HTML.htm](http://www.fta.dot.gov/legal/buy_america/14328_ENG_HTML.htm)
- **Conducting Pre-Award & Post-Delivery Audits - Bus**  
[http://www.fta.dot.gov/legal/buy\\_america/handbooks/14350\\_17768\\_ENG\\_HTML.htm](http://www.fta.dot.gov/legal/buy_america/handbooks/14350_17768_ENG_HTML.htm)
- **Conducting Pre-Award & Post-Delivery Audits - Rail**  
[http://www.fta.dot.gov/legal/buy\\_america/handbooks/14350\\_17783\\_ENG\\_HTML.htm](http://www.fta.dot.gov/legal/buy_america/handbooks/14350_17783_ENG_HTML.htm)

## SUSPENSION/DEBARMENT

- **List of Excluded Parties (Suspension/Debarment)**  
<http://epls.arnet.gov/>

## LOBBYING

- **Standard Form LLL (Disclosure of Lobbying Activities)**  
[http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html)

## PLANNING

- **U.S. DOT Transportation Planning Capacity Building Program**  
<http://www.planning.dot.gov/>

## AMERICANS WITH DISABILITIES ACT

- **ADA Accessibility Guidelines**  
<http://www.access-board.gov/adaag/html/adaag.htm>

# Useful Web Links for FTA Grant Recipients

## CHARTER BUS

- **American Bus Association**  
<http://www.buses.org/home/>
- **United Motorcoach Association**  
<http://www.uma.org/>

## NATIONAL TRANSIT DATABASE

- **NTD Internet Reporting**  
<http://www.ntdprogram.com/NTD/ntdhome.nsf>

## SAFETY & SECURITY

- **FTA Nationwide Transit Safety and Security Awareness Program (Transit Watch)**  
<http://transit-safety.volpe.dot.gov/Security/TransitWatch/default.asp>
- **Transportation System Security and Emergency Preparedness Planning Guide**  
<http://www.transit-safety.volpe.dot.gov/Publications/security/PlanningGuide.pdf>

## DRUG AND ALCOHOL PROGRAM

- **Drug and Alcohol Testing Updates & Newsletters**  
<http://transit-safety.volpe.dot.gov/Safety/DATesting/Newsletters/default.asp>
- **DHHS Certified Drug Testing Labs**  
<http://workplace.samhsa.gov/ResourceCenter/lablist.htm>

## INTELLIGENT TRANSPORTATION SYSTEMS

- **U.S. DOT ITS Website**  
<http://www.its.dot.gov/>
- **Intelligent Transportation Society of America**  
<http://www.itsa.org/>

# **FY 2006 Certifications and Assurances**

**DEPARTMENT OF TRANSPORTATION**

**Federal Transit Administration**

**Fiscal Year 2006 Annual List of Certifications and Assurances for**

**Federal Transit Administration Grants and Cooperative Agreements**

**AGENCY:** Federal Transit Administration, DOT.

**ACTION:** Notice

**SUMMARY:** Appendix A of this Notice contains the Federal Transit Administration's (FTA) comprehensive compilation of the certifications and assurances for Federal fiscal year 2006 to be used in connection with all Federal assistance programs that FTA administers during Federal fiscal year 2006. FTA is required by 49 U.S.C. 5323(n) to compile an annual list of certifications and assurances and publish them as required by 49 U.S.C. 5336(d)(2). Due to enactment of FTA's new authorizing legislation, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, Aug. 10, 2005, FTA's annual certifications and assurances have been revised to accommodate these legislative changes, as well as changes resulting from enactment of other recent Federal legislation.

**EFFECTIVE DATE:** These certifications and assurances were effective on the October 1, 2005, the first day of Federal fiscal year 2006.

**FOR FURTHER INFORMATION CONTACT:** FTA staff in the appropriate Regional Office listed below. For copies of other related documents, see the FTA Web Site at <http://www.fta.dot.gov> or contact FTA's Office of Administration at (202) 366-4022.

**Region 1: Boston**

States served: Connecticut, Maine,  
Massachusetts, New Hampshire,  
Rhode Island, and Vermont  
Telephone # 617-494-2055

**Region 2: New York**

States served: New York, New Jersey,  
and the Virgin Islands  
Telephone # 212-668-2170

**Region 3: Philadelphia**

States served: Delaware, District of Columbia,  
Maryland, Pennsylvania, Virginia,  
and West Virginia  
Telephone # 215-656-7100

**Region 4: Atlanta**

States served: Alabama, Florida,  
Georgia, Kentucky, Mississippi,  
North Carolina, Puerto Rico,  
South Carolina, and Tennessee  
Telephone # 404-562-3500

**Region 5: Chicago**

States served: Illinois, Indiana, Michigan,  
Minnesota, Ohio, and Wisconsin,  
Telephone # 312-353-2789

**Region 6: Dallas/Ft. Worth**

States served: Arkansas, Louisiana,  
Oklahoma, Texas, and New Mexico  
Telephone # 817-978-0550

**Region 7: Kansas City**

States served: Iowa, Kansas,  
Missouri, and Nebraska  
Telephone # 816-329-3920

**Region 8: Denver**

States served: Colorado, Montana,

North Dakota, South Dakota,

Utah, and Wyoming

Telephone # 720-963-3300

**Region 9: San Francisco**

States served: Arizona, California,

Hawaii, Nevada, Guam,

American Samoa, and

the Northern Mariana Islands

Telephone # 415-744-3133

**Region 10: Seattle**

States served: Alaska, Idaho,

Oregon, and Washington

Telephone # 206-220-7954

**SUPPLEMENTARY INFORMATION:** Before FTA may award Federal financial assistance through a Federal grant or cooperative agreement, the Applicant must submit all certifications

and assurances pertaining to itself and its project as required by Federal laws and regulations.

These certifications and assurances must be submitted to FTA irrespective of whether the project is financed under the authority of 49 U.S.C. chapter 53, or Title 23, United States Code, or another Federal statute.

The Applicant's annual certifications and assurances for Federal fiscal year 2006 cover all projects for which the Applicant seeks funding during Federal fiscal year 2006 through the next fiscal year until FTA issues its annual certifications and assurances for Federal fiscal year 2007.

An Applicant's annual certifications and assurances applicable to a specific grant or cooperative agreement generally remain in effect for either the duration of the grant or cooperative agreement to project closeout or the duration of the project or project property when a useful life or industry standard is in effect, whichever occurs later; EXCEPT, if the Applicant provides certifications and assurances in a later year that differ from certifications and assurances previously provided, the later certifications and assurances will apply to the grant, cooperative agreement, project, or project property, unless FTA permits otherwise.

Nevertheless, pursuant to 49 U.S.C. 3041(c)(3) of SAFETEA-LU, funds authorized or made available for Federal fiscal year 2005 shall be administered consistent with the applicable formula requirements of Transportation Equity Act for the 21<sup>st</sup> Century, TEA-21 (TEA-21), Pub. L. 105-178, June 9, 1998, as amended. As a result, to the extent that any one of the new Federal fiscal year 2006 certifications or assurances set forth in this document conflicts with the provisions of TEA-21, that new certification or assurance will not apply to Grants or

Cooperative Agreements financed with funds obligated in Federal fiscal year 2006 that had been authorized or made available for Federal fiscal year 2005.

**BACKGROUND:** Since Federal fiscal year 1995, FTA has been consolidating the various certifications and assurances that may be required of its Applicants and their projects into a single document for publication in the Federal Register. FTA intends to continue publishing this document annually, often in conjunction with its publication of the FTA annual apportionment Notice, which sets forth the allocations of funds made available by the latest U.S. Department of Transportation (U.S. DOT) annual appropriations act.

**EFFECT OF THE CERTIFICATIONS AND ASSURANCES.** In view of the many projects that will be implemented substantially by a subrecipient of the Applicant, FTA cautions the Applicant that, absent a written determination by FTA to the contrary, the Applicant will be responsible for compliance both by itself and by each of its subrecipients with all certifications and assurances the Applicant has selected that would involve the subrecipient or the subrecipient's activities with respect to the project. Thus, the Applicant itself is ultimately responsible for compliance with its certifications even though a project may be carried out in whole or in part by one or more subrecipients. Consequently, in providing certifications and assurances that involve the compliance of any prospective subrecipient, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of the certifications and assurances

the Applicant has made.

**FEDERAL FISCAL YEAR 2006 CHANGES:** Apart from minor editorial revisions, set forth below are significant changes to FTA’s certifications and assurances for Federal fiscal year 2006:

(1) The Categories of certifications and assurances have been expanded from sixteen (16) to twenty-three (23) to accommodate the different statutory provisions applicable to the new programs authorized under SAFETEA-LU and other adjustments FTA has made.

(2) Throughout the text of these Federal fiscal year 2006 certifications and assurances, the term “public transportation” has been substituted for “mass transportation” for consistency with the text of SAFETEA-LU.

(3) In the Introductory paragraph preceding the text of the certifications and assurances, the URL for in the FTA Master Agreement for Federal fiscal year 2006 is identified at [http://www.fta.dot.gov/16874\\_16882\\_ENG\\_HTML.htm](http://www.fta.dot.gov/16874_16882_ENG_HTML.htm).

(4) Category 01. The certifications and assurances for all Applicants have been revised as follows:

(a) The “Procurement Compliance” certification at subcategory 1.F has been transferred to a separate category.

(b) Former subcategory 1.G containing assurances, as set forth in OMB’s SF-242B and SF-242F has been re-designated as subcategory 1.F.

(c) In re-designated subcategory 1.F, a reference to 49 U.S.C. 5307(k)(2),

which exempts nonsupervisory employees of a public transportation system from Hatch Act restrictions, has been added to section (15). SAFETEA-LU amended 49 U.S.C. 5307 to specify this Hatch Act exemption.

(5) Category (02). No changes were made to Category 02, “Lobbying Certification.”

(6) New Category (03). The “Procurement Certification” has been revised as follows:

(a) The “Procurement Compliance” certification is now located in a separate new Category (03) to accommodate an Applicant that has not yet self-certified its procurement system to FTA.

(b) Former Categories 03 through 05 have been re-designated as Categories 04 through 06.

(7) Re-designated Category 04. The “Private Providers of Public Transportation” certification has been revised as follows:

(a) New citations to FTA’s planning requirements within SAFETEA-LU have been substituted for the former citations that have been repealed.

(b) Because the SAFETEA-LU amendment to 49 U.S.C. 5323(a)(1) deleted a reference to the Secretary of Labor’s Certification of Public Transportation Employee Protective Arrangements, that reference has been deleted from the “Protections for Private Providers” certification.

(8) Re-designated Category 05. The “Public Hearing” certification has been revised to conform with the SAFETEA-LU amendment to 49 U.S.C. 5323(b), which requires a public

hearing to be held for a capital project if that project affects significant economic, social, or environmental interests. Thus if the interests affected are not significant, the Applicant need not publish a notice asking whether a public hearing is needed.

(9) Re-designated Category 06. No changes were made to the “Acquisition of Rolling Stock” certification requiring pre-award and post-delivery reviews.

(10) New Category 07. The “Acquisition of Capital Assets by Lease” certification has been revised as follows:

(a) This certification formerly set forth in subcategory 13.B and has been transferred to a separate category to emphasize that the certification applies to any Applicants that seek to acquire capital assets by lease.

(b) Former Categories 06 through 12 have been re-designated as Categories 08 through 14.

(11) Re-designated Category 08. The “Bus Testing” certification has been revised to clarify that FTA is maintaining one bus testing facility, currently, the Bus Testing Center at Altoona, Pennsylvania.

(12) Re-designated Category 09. The “Charter Service Agreement” certification has been revised as follows:

(a) The “Charter Service Agreement” has been revised to indicate that FTA’s charter provisions apply to public transportation projects financed with Federal assistance provided for 23 U.S.C. § 133, or 23 U.S.C. § 142, as set forth in section 3023(g) of SAFETEA-LU.

(b) As authorized by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C 5310 applicable to the New Freedom Program to the extent the Federal Transit Administrator, as the designee of the U.S Secretary of Transportation, determines appropriate, the Federal Transit Administrator has determined that the Charter Service restrictions of 49 U.S.C. 5323(d) are not appropriate for the New Freedom Program to provide consistency with the Charter Service exemption provided for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.

(13) Re-designated Category 10. The “School Transportation Agreement” has been revised to indicate that FTA’s school transportation provisions apply to public transportation projects financed with Federal assistance provided for 23 U.S.C. § 133, or 23 U.S.C. § 142, as set forth in section 3023(g) of SAFETEA-LU.

(14) Re-designated Category 11. No change has been made to the “Demand Responsive Service” certification.

(15) Re-designated Category 12. No change has been made to the “Alcohol Misuse and Prohibited Drug Use” certification.

(16) Re-designated Category 13. Due to amendments to 49 U.S.C. 5307, 5309, and new 5320, the “Interest and Financing Costs” certification has been revised to substitute updated citations.

(17) Former Category 13. The various certifications within former Category 13 “Urbanized Area Formula Program” have been treated as follows:

(a) The Urbanized Area Formula Program certifications in former

subcategory 13.A have been transferred to a new Category 15 herein.

(b) The Job Access and Reverse Commute Program certifications in former subcategory 13.A have been transferred to a new Category 19 herein.

(c) The Clean Fuels Formula Grant Program certifications in Former subcategories 13.A and D have been deleted because that program has been repealed and replaced by the Clean Fuels Grant Program.

(d) The Acquisition by Lease certifications in Former subcategory 13.B have been transferred to new Category 07.

(e) Subcategory 13.C has been deleted because the special certification requirements for sole source procurement of associated capital maintenance items were rescinded as a result of SAFETEA-LU amendments to 49 U.S.C. 5325.

(18) Re-designated Category 14. The “Intelligent Transportation Systems” certification has been revised to add a reference to the new citation to Intelligent Transportation System architecture provisions established in the SAFETEA-LU amendments to the ITS program.

(19) Re-designated Category 15. The “Urbanized Area Formula Program” certifications previously set forth in former subcategory 13.A, have been transferred to re-designated Category 15. The following changes have been made to the previous certifications:

(a) A separate category limited to certifications for the Urbanized Area Formula Program has been established, and

(b) The SAFETEA-LU amendments to the certification requirements of 49 U.S.C. 5307(d)(1) have been implemented in the text of the “Urbanized Area Formula Program” certifications as follows:

1. Pursuant to amended 49 U.S.C. 5307(d)(1)(A), the Applicant’s requirement to certify its legal, financial, and technical capacity to carry out its proposed program of projects now requires the Applicant to certify its capacity to carry out the safety and security aspects of that program.

2. Pursuant to amended 49 U.S.C. 5307(d)(1)(E), the Applicant is now required to certify that it will comply with 49 U.S.C. 5323 and 5325.

3. Pursuant to the new 49 U.S.C. 5307(d)(1)(K), an Applicant serving an urbanized area with a population exceeding 200,000 is now required to certify annually that it will spend at least one (1) percent of its Urbanized Area Formula Program funds for transit enhancements and report its transit enhancement expenditures for the preceding year to FTA.

(20) Re-designated Category 16. The new “Clean Fuels Grant Program” certifications include the following:

(a) In the introductory text immediately preceding the certifications, Applicants are notified that they will be ultimately responsible for their own compliance with Federal laws, regulations, and directives, and for compliance by any subrecipients participating in their projects.

(b) Because the Clean Fuels Grant Program is subject to the requirements of 49 U.S.C. 5307, certifications at 49 U.S.C. 5307(d)(1) have been adapted for that Program,

except for the following certifications which are determined inapplicable.

1. Because 49 U.S.C. 5307(d)(1)(J) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for security projects, and 49 U.S.C. 5308 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5308, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(J) is inapplicable to the Clean Fuels Grant Program. If, however, 49 U.S.C. 5307 funding will be provided for projects within the Clean Fuels Grant Program, the Applicant will be required to comply with the security and transit enhancement expenditure provisions of 49 U.S.C. 5307(d)(1)(J).

2. Because 49 U.S.C. 5307(d)(1)(K) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for transit enhancements, and 49 U.S.C. 5308 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5308, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(K) is inapplicable to the Clean Fuels Grant Program. If, however, 49 U.S.C. 5307 funding will be provided for projects within the Clean Fuels Grant Program, the Applicant will be required to comply with the security and transit enhancement expenditure provisions of 49 U.S.C. 5307(d)(1)(K).

(c) The former special certification that vehicles financed under the Clean Fuels Formula Grant Program must be operated only with clean fuels, has not been included, because that requirement, formerly at 49 U.S.C. 5308(c)(2) was repealed when SAFETEA-LU amended former 49 U.S.C. 5308.

(21) Former Categories 14, 15, and 16 have been re-designated as Categories 17, 18, and 23, respectively.

(22) New Category 17. The “Elderly Individuals and Individuals with Disabilities Formula Program” (Formula Program) and the Elderly Individuals and Individuals with Disabilities Pilot Program” (Pilot Program) certifications include the following:

(a) In the introductory text immediately preceding the certifications, Applicants are notified that they will be ultimately responsible for their own compliance with Federal laws, regulations, and directives, and for compliance by any subrecipients participating in their projects.

(b) The former certifications for the Formula Program, authorized under 49 U.S.C. 5310 have been revised as necessary to comply with SAFETEA-LU amendments and combined with certifications for the Pilot Program, authorized under subsection 3012(b) of SAFETEA-LU. Except to the extent that provisions for the Pilot Program expressly differ from the provisions for the Formula Program, Formula Program provisions will apply to projects within the Pilot Program.

(c) Because the Formula Program and Pilot Program are subject to the requirements of 49 U.S.C. 5307, certifications at 49 U.S.C. 5307(d)(1) are adapted for those programs. As authorized by 49 U.S.C. 5310(d)(1), however, the Federal Transit Administrator has determined that the following certifications required by 49 U.S.C. 5307(d)(1) are not appropriate for the Formula Program and Pilot Program:

1. Because the services financed under this program are designed

specifically for and available primarily to the elderly and handicapped individuals, and because the half-fare provisions benefiting elderly individuals and handicapped individuals of 49 U.S.C. 5307(d)(1)(D) are focused on peak periods, and peak demand has not been relevant to the provision of these specialized services, the Federal Transit Administrator has determined that the half-fare requirements of 49 U.S.C. 5307(d)(1)(D) are not appropriate for the Formula Program or the Pilot Program.

2. Because 49 U.S.C. 5310 and section 3012b of SAFETEA-LU prescribe specific public participation, planning, and coordination provisions for the Formula Program and Pilot Program, Federal Transit Administrator has determined that the public participation, planning, and coordination provisions as specified in 49 U.S.C. 5307(d)(1)(F) are not appropriate for the Formula Program or Pilot Program.

3. The Federal Transit Administrator has determined that the requirements of 49 U.S.C. 5307(d)(1)(I) for a “locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation” are not appropriate for the Formula Program because by next fiscal year, 49 U.S.C. 5310(d)(2)(B) will expressly require a locally coordinated transportation plan from which projects are to be selected, while section 3012(b)(2) now requires a locally coordinated transportation plan from which projects within the Pilot Program are to be selected during this fiscal year.

4. Because 49 U.S.C. 5307(d)(1)(J) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for security projects, and neither 49 U.S.C. 5310 nor section 3012b of SAFETEA-LU contain a similar provision with respect to funds

authorized under 49 U.S.C. 5310 or section 3012b of SAFETEA-LU, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(J) is inapplicable to the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program, and thus is not appropriate.

5. Because 49 U.S.C. 5307(d)(1)(K) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for transit enhancements, and neither 49 U.S.C. 5310 nor section 3012b of SAFETEA-LU contain a similar provision with respect to funds authorized under 49 U.S.C. 5310 or section 3012b of SAFETEA-LU, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(K) is inapplicable to the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program, and thus is not appropriate.

(d) The requirements of 49 U.S.C. 5310(d)((2)(A) for coordination with private nonprofit providers before transferring funds authorized for 49 U.S.C. 5310 have been added.

(e) The planning certification requirements for the Elderly Individuals and Individuals with Disabilities Pilot Program required by section 3012(b)(2) of SAFETEA-LU have been added.

(23) New Category 18. Except for streamlining, the Nonurbanized Area Formula Program certifications have not changed substantially.

(24) New Category 19. The “Job Access and Reverse Commute (JARC) Formula Grant Program” certifications include the following:

(a) In the introductory text immediately preceding the certifications, Applicants are notified that they will be ultimately responsible for their own compliance with Federal laws, regulations, and directives, and for compliance by any subrecipients participating in their projects.

(b) The certifications and assurances for the Job Access and Reverse Commute (JARC) Program, previously set forth in former subcategory 13.A, have been transferred to new separate Category 19.

(c) The former certifications for the “Job Access and Reverse Commute (JARC) Program” that is now codified at 49 U.S.C. 5316 have been revised as necessary to comply with the SAFETEA-LU amendments to former section 3037 of the Transportation Equity Act for the 21<sup>st</sup> Century.

(d) The new codified citation to the JARC Formula Grant Program, 49 U.S.C. 5316, has been substituted for the previous uncodified citation to TEA-21.

(e) Because the JARC Formula Grant Program is subject to the requirements of 49 U.S.C. 5307, certifications at the amended 49 U.S.C. 5307(d)(1) have been adapted for that Program, except for the following certifications which the Federal Transit Administrator has determined are inapplicable:

1. Because 49 U.S.C. 5307(d)(1)(J) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for security projects, and 49 U.S.C. 5316 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5316, FTA has determined that the certification at 49 U.S.C. 5307(d)(1)(J) is inapplicable to the JARC

Formula Grant Program.

2. Because 49 U.S.C. 5307(d)(1)(K) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for transit enhancements, and 49 U.S.C. 5316 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5316, FTA has determined that the certification at 49 U.S.C. 5307(d)(1)(K) is inapplicable to the JARC Formula Grant Program.

(25) New Category 20. The “New Freedom Program” certifications include the following:

(a) In the introductory text immediately preceding the certifications, Applicants are notified that they will be ultimately responsible for their own compliance with Federal laws, regulations, and directives, and for compliance by any subrecipients participating in their projects.

(b) Because the New Freedom Program is subject to the requirements of 49 U.S.C. 5307, certifications at 49 U.S.C. 5307(d)(1) have been adapted that Program. As authorized by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C 5310 applicable to the New Freedom Program, the Federal Transit Administrator has determined that the following certifications required by 49 U.S.C. 5307(d)(1) and determined inappropriate for the Elderly Individuals and Individuals with Disabilities Formula Program, 49 U.S.C. 5310, are inappropriate for the New Freedom Program:

1. Because the services financed under this program are designed specifically for and will be available primarily to the elderly and handicapped individuals, and

because the half-fare provisions benefiting elderly individuals and handicapped individuals of 49 U.S.C. 5307(d)(1)(D) are focused on peak periods, and peak demand is not expected to be relevant to the provision of these specialized services, the Federal Transit Administrator has determined that the half-fare requirements of 49 U.S.C. 5307(d)(1)(D) are not appropriate for the New Freedom Program. If, however, a New Freedom project will also be supported by Federal financial assistance derived from 49 U.S.C. 5307, the Applicant will be required to comply with the half-fare requirements of 49 U.S.C. 5307(d)(1)(K).

2. Because 49 U.S.C. 5317 prescribes specific public participation, planning, and coordination provisions for the New Freedom Program, Federal Transit Administrator has determined that the public participation, planning, and coordination provisions as specified in 49 U.S.C. 5307(d)(1)(F) are not appropriate for the New Freedom Program.

3. The Federal Transit Administrator has determined that the requirements of 49 U.S.C. 5307(d)(1)(I) for a “locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation” are not appropriate for the New Freedom Program because by next fiscal year, 49 U.S.C. 5317(f)(3) expressly requires a locally coordinated transportation plan from which projects are to be selected.

4. Because 49 U.S.C. 5307(d)(1)(J) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for security projects, and 49 U.S.C. 5317 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5317, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(J) is

inapplicable to the New Freedom Program, and thus is not appropriate.

5. Because 49 U.S.C. 5307(d)(1)(K) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for transit enhancements, and 49 U.S.C. 5317 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5317, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(K) is inapplicable to the New Freedom Program, and thus is not appropriate.

(c) The requirements of 49 U.S.C. 5310(d)((2)(A) for coordination with private nonprofit providers before transferring funds authorized for 49 U.S.C. 5317 is included.

(26) New Category 21. Certifications for the new “Alternative Transportation in Parks and Public Lands Program” include the following:

(a) In the introductory text immediately preceding the certifications, Applicants are notified that they will be ultimately responsible for their own compliance with Federal requirements and for compliance by any subrecipients participating in their projects.

(b) Because the Alternative Transportation in Parks and Public Lands Program is subject to the requirements of 49 U.S.C. 5307, certifications at 49 U.S.C. 5307(d)(1) have been adapted for that Program. As authorized by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C 5307 applicable to the Alternative Transportation in Parks and Public Lands Program, the Federal Transit Administrator has determined that the following certifications required by 49 U.S.C. 5307(d)(1) are not appropriate for the Alternative Transportation in Parks and Public Lands Program:

1. The Federal Transit Administrator has determined that the

requirements of 49 U.S.C. 5307(d)(1)(I) for a “locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation” are not appropriate for the Alternative Transportation in Parks and Public Lands Program because the clear majority of prospective passengers and constituents that would benefit from the Alternative Transportation in Parks and Public Lands Program would not be local residents, but would encompass visitors from throughout the United States, and even the world.

2. Because 49 U.S.C. 5307(d)(1)(J) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for security projects, and 49 U.S.C. 5320 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5320, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(J) is inapplicable to the Alternative Transportation in Parks and Public Lands Program, and thus is not appropriate.

3. Because 49 U.S.C. 5307(d)(1)(K) requires the expenditure of one (1) percent of funds authorized under 49 U.S.C. 5307 for transit enhancements, and 49 U.S.C. 5320 does not contain a similar provision with respect to funds authorized under 49 U.S.C. 5320, the Federal Transit Administrator has determined that the certification at 49 U.S.C. 5307(d)(1)(K) is inapplicable to the Alternative Transportation in Parks and Public Lands Program, and thus is not appropriate.

(27) New Category 22. A new category of certifications has been established for “Infrastructure Finance Projects” because 49 U.S.C. 5323(o) makes the requirements of 49 U.S.C. 5307 and 5309 applicable to projects receiving Infrastructure Finance assistance

authorized under 23 U.S.C. chapter 6. Thus, the certification requirements of 49 U.S.C. 5307(d)(1), imposing administrative and project requirements, and 5309(g)(2)(B)(iii), imposing restrictions on Federal participation in interest costs, have been adapted for projects assisted through the Infrastructure Finance provisions of 23 U.S.C. chapter 6.

(28) New Category 23. The certifications and assurances for the SIB Program have been amended to enter the new citation to that Program resulting from enactment of Sections 1601 and 1602 of SAFETEA-LU. The SIB Program is now permanent law, codified at 23 U.S.C. 610, and that citation has been added to the certifications and assurances, as well as acknowledgment of revised planning requirements.

**TEXT OF FEDERAL FISCAL YEAR 2006 CERTIFICATIONS AND ASSURANCES:**

The text of the certifications and assurances in Appendix A of this Notice appears at [http://www.fta.dot.gov/6092\\_16884\\_ENG\\_HTML.htm](http://www.fta.dot.gov/6092_16884_ENG_HTML.htm). It also appears in TEAM-Web in the “Recipients” option of the Cert’s & Assurances tab of “View/Modify Recipients.” It is important that each Applicant be familiar with all twenty-three (23) certification and assurance categories and their provisions, as they may be a prerequisite for receiving FTA financial assistance. **Provisions of this Notice supersede conflicting statements in any FTA circular containing a previous version of FTA’s annual certifications and assurances. The certifications and assurances contained in those FTA circulars are merely examples, and are not acceptable or valid for Federal fiscal year 2006; do not rely on the provisions of certifications and assurances appearing in FTA circulars.**

**SIGNIFICANCE OF CERTIFICATIONS AND ASSURANCES:** Selecting and submitting certifications and assurances to FTA, either through TEAM-Web or submission of the Signature Page(s) of Appendix A, signifies the Applicant's intent to comply with and secure compliance by its subrecipients, if any, with the provisions of the certifications and assurances it has selected to the extent they apply to a project for which the Applicant submits an application for assistance in Federal fiscal year 2006. FTA cautions, however, that certifications and assurances required by law and regulation do not address all Federal laws, regulations, or directives with which an Applicant must comply before FTA may award Federal financial assistance. We therefore strongly encourage the Applicant to review the Federal authorizing legislation, regulations, and directives pertaining to the program or programs for which the Applicant seeks Federal assistance to determine the extent of all pre-award laws, regulations, or directives applicable to those programs.

**ATTORNEY'S AFFIRMATION:** FTA requires a current (Federal fiscal year 2006) affirmation, signed by the Applicant's attorney, of the Applicant's legal authority to certify compliance with the provisions of the certifications and assurances the Applicant has selected. Irrespective of whether the Applicant makes a single selection for all twenty-three (23) categories or selects individual options from the twenty-three (23) categories, the Affirmation of Applicant's Attorney from a previous year is not acceptable, unless FTA expressly determines otherwise in writing.

**DEADLINE FOR SUBMISSION:** All Applicants for FTA formula program or capital investment program assistance, and current FTA grantees with an active project financed with FTA formula program or capital investment program assistance, are expected to provide certifications and assurances for Federal fiscal year 2006 within 90 days from the date of this publication or as soon as feasible after their first grant application for funds authorized or made available during Federal fiscal year 2006, whichever is earlier. In addition, FTA encourages Applicants seeking Federal financial assistance for other projects to submit their certifications and assurances as soon as possible.

**PREFERENCE FOR ELECTRONIC SUBMISSION:** Applicants registered in TEAM-Web must submit their certifications and assurances, as well as their applications for Federal assistance in TEAM-Web. Only if an Applicant is unable to submit its certifications and assurances in TEAM-Web should the Applicant use the Signature Page(s) in Appendix A of this Notice.

**PROCEDURES FOR ELECTRONIC SUBMISSION:** The TEAM-Web “Recipients” option at the “Cert's & Assurances” tab of “View/Modify Recipients” contains fields for selecting among the twenty-three (23) Categories of certifications and assurances to be submitted. Within that tab is a field for the Applicant’s authorized representative to enter its personal identification number (PIN), which constitutes the Applicant’s electronic signature for the certifications and

assurances it has selected. In addition, there is a field for the Applicant's attorney to enter his or her PIN, affirming the Applicant's legal authority to make and comply with the certifications and assurances the Applicant has selected. In certain circumstances, the Applicant may enter its PIN in lieu of its Attorney's PIN, provided that the Applicant has on file the Affirmation of Applicant's Attorney in Appendix A of this Notice, written and signed by the attorney and dated this Federal fiscal year. For more information, Applicants may contact the appropriate Regional Office listed in this Notice or the TEAM-Web Helpdesk.

**PROCEDURES FOR PAPER SUBMISSION:** If an Applicant is unable to submit its certifications and assurances electronically, it must mark the certifications and assurances it is making on the Signature Page(s) in Appendix A of this Notice and submit it to FTA. The Applicant may signify compliance with all Categories by placing a single mark in the appropriate space or select the Categories applicable to itself and its projects. In certain circumstances, the Applicant may enter its signature in lieu of its Attorney's signature in the Affirmation of Applicant's Attorney section of the Signature Page(s), provided that the Applicant has on file the Affirmation of Applicant's Attorney in Appendix A of this Notice, written and signed by the attorney and dated in this Federal fiscal year 2006, and has submitted a copy of this affirmation to FTA. For more information, Applicants may contact the appropriate Regional Office listed in this Notice.

**REFERENCES.** 49 U.S.C. chapter 53; the Safe, Accountable, Flexible, Efficient

Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109 -59, Aug. 10, 2005; the Transportation Equity Act for the 21<sup>st</sup> Century, Pub. L. 105-178, June 9, 1998, as amended by the TEA-21 Restoration Act, Pub. L. 105-206, July 22, 1998; Title 23, United States Code, other Federal laws administered by FTA, U.S. DOT and FTA regulations at Title 49, Code of Federal Regulations; and FTA Circulars.

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/s/

**Jennifer L. Dorn, Administrator**

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**Date: November 4, 2005**

## **FEDERAL FISCAL YEAR 2006 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

*In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2006. FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://ftateamweb.fta.dot.gov>.*

*Twenty-three (23) Categories of certifications and assurances are listed by numbers 01 through 23 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients," and on the opposite side of the Signature Page(s) at the end of this document. Category 01 applies to all Applicants. Category 02 applies to all applications exceeding \$100,000. Categories 03 through 23 will apply to and be required for some, but not all, Applicants and projects.*

*FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a grant agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109 -59, Aug. 10, 2005.*

*The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(12) for Federal Fiscal Year 2006 at the FTA website [http://www.fta.dot.gov/16874\\_16882\\_ENG\\_HTML.htm](http://www.fta.dot.gov/16874_16882_ENG_HTML.htm). The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.*

*Because the number of provisions that could flow down to subrecipients are so extensive, we have removed the partial list of provisions pertaining to subrecipients formerly included within certifications and assurances for various specific programs to preclude a misunderstanding that those provisions listed fully encompass all Federal provisions that may be imposed on a subrecipient. As a result, we strongly recommend that each Applicant, including a state, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the Master Agreement incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances irrespective of participation in the project by any subrecipient.*

## 01. FOR EACH APPLICANT

*Each Applicant for FTA assistance must provide all assurances in this Category "01." Unless FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."*

### A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable state and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

### B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

### C. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies as determined by the state. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

### D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT

regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

#### E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the

Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

#### F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - (e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;

- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
  - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
  - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
  - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
  - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
  - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
  - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will 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) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
  - (g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for

- those expenses, as required by 42 U.S.C. 4631;
- (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
  - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
  - (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
  - (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
  - (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
  - (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
  - (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
  - (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the state;
  - (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
    - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
    - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

- (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
  - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
  - (e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
  - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
  - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
  - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
  - (i) 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 project as required by 49 U.S.C. 303(b) and 303(c);
  - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
  - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c ; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit 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 funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States,

- Local Governments, and Non-Profit Organizations,” Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

## **02. LOBBYING CERTIFICATION**

*An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."*

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
  - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
  - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

## **03. PROCUREMENT COMPLIANCE**

*In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a state, local, or Indian tribal governments that is seeking Federal assistance to acquire property or services in support of its*

*project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system are incapable of compliance with Federal laws, regulations and directives governing procurements financed with FTA assistance.*

The Applicant certifies that its procurements and procurement system will comply with all applicable third party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing.

#### **04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION**

*Each Applicant that is a state, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."*

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a 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 law to the company for any franchise or property acquired.

#### **05. PUBLIC HEARING**

*An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "05."*

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the project preceded by adequate prior public notice of the proposed project, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served;

- B. Held a public hearing on the project if the project affects significant economic, social, or environmental interests after providing adequate notice as described above;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the urban area.

## **06. ACQUISITION OF ROLLING STOCK**

*An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."*

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

## **07. ACQUISITION OF CAPITAL ASSETS BY LEASE**

*An Applicant that intends to request the use of Federal assistance to acquire capital assets by lease is required to provide the following certifications. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "07."*

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) 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 obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

## **08. BUS TESTING**

*An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."*

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

- A. Will have been tested at FTA's bus testing facility; and
- B. Will have received a copy of the test report prepared on the bus model.

## **09. CHARTER SERVICE AGREEMENT**

*An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."*

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and each subrecipient and third party contractor at any tier will:
  - (1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for transportation projects, only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its subrecipients or third party contractors at any tier desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies; and
  - (2) Comply with the requirements of 49 CFR part 604 before providing any charter service using equipment or facilities acquired with Federal assistance authorized under 49 U.S.C. chapter 53 (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 for transportation projects.
- B. The Applicant understands that:
  - (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,
  - (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
  - (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

## **10. SCHOOL TRANSPORTATION AGREEMENT**

*An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "10."*

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant agrees that it and each subrecipient or third party contractor at any tier will:
  - (1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f) and (g), and Federal regulations; and
  - (2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for transportation projects.
- B. The Applicant understands that:
  - (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,
  - (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
  - (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

## **11. DEMAND RESPONSIVE SERVICE**

*An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11"*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. When the Applicant's service is viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

## **12. ALCOHOL MISUSE AND PROHIBITED DRUG USE**

*If the Applicant is required to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12"*

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established

and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655.

### **13. INTEREST AND OTHER FINANCING COSTS**

*An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects is required to provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "13."*

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and 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.

### **14. INTELLIGENT TRANSPORTATION SYSTEMS**

*An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the “National ITS Architecture” is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provides this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant’s commitment to comply with applicable ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.*

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the “National ITS Architecture.”

A. As provided in 23 U.S.C. 5307(c), “the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a).” To facilitate compliance with 23 U.S.C. 5307(c), the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.

- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

## **15. URBANIZED AREA FORMULA PROGRAM**

*Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications.*

*Each Applicant required by 49 U.S.C. 5307(d)(1)(K) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements must list the projects carried out during that Federal fiscal year with those funds in its quarterly report for the fourth quarter of the preceding Federal fiscal year. That list constitutes the report of transit enhancement projects carried out during the preceding fiscal year that is required to be submitted as part of the Applicant's annual certifications and assurances, in accordance with 49 U.S.C. 5307(d)(1)(K)(ii). Accordingly, the information in that quarterly report will be incorporated by reference and made part of the Applicant's annual certifications and assurances for this Federal fiscal year. FTA may not award Urbanized Area Formula assistance to any Applicant that has received Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(1), unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year 2005 has been submitted to FTA and includes the requisite list. Beginning Federal fiscal year 2007, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list.*

*FTA may not award assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."*

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;

- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process

to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. § 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant serves an urbanized area with a population of at least 200,000, (1) the Applicant will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if the Applicant has received Urbanized Area Program funds expended for transit enhancements as authorized by 49 U.S.C. 5307(k)(1), the Applicant will list those projects carried out with funds authorized under 49 U.S.C. 5307. If the Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects it has implemented during that preceding fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Applicant's certifications and assurances.

## **16. CLEAN FUELS GRANT PROGRAM**

*Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications pm behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."*

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the state or state organization serving as the Applicant on behalf of the state, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

## **17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA PROGRAM AND PILOT PROGRAM**

*The state or state organization(state) that administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf itself and its subrecipients is required to provide the following certifications on behalf of itself and each subrecipient. Unless FTA determines otherwise in writing, the state itself is ultimately responsible for compliance with its certifications and assurances even though even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the state is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the state has made to FTA. FTA may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the state provides these certifications by selecting Category "17."*

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the state or state organization serving as the Applicant (state) and that administers, on behalf of the state, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, certifies and assures on behalf of itself and its subrecipients as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (5). In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (6). In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C.

- 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The state assures that each subrecipient either is recognized under state law as a private nonprofit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
  - C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the state concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
  - D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the state certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
  - E. In compliance with 49 U.S.C. 5310(d)(2)(C), the state certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012b of SAFETEA-LU will be distributed on a fair and equitable basis; and
  - F. In compliance with Subsection 3012(b)(2) of SAFETEA LU, to the extent that the state is administering an Elderly Individuals and Individuals with Disabilities Pilot Program authorized by Subsection 3012(b) of SAFETEA-LU, the state certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

## **18. NONURBANIZED AREA FORMULA PROGRAM**

*The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program do not impose, as a pre-conditions of award, explicit certification or assurance requirements for an Indian tribe or for a state or state organization that serves as the Applicant (state) for Nonurbanized Area Formula assistance and that administers the Nonurbanized Area Formula Program on behalf of a state.*

*In accordance with 49 U.S.C. 5311(c)(1), any Federal assistance authorized under 49 U.S.C. 5311 that is awarded directly to an Indian tribe will be subject to such terms and conditions as the Federal Transit Administrator or his or her designee may establish. (As of October 1, 2005, such terms and conditions for direct awards of Federal assistance to Indian tribes have not been established.)*

*Nevertheless, before FTA may award Nonurbanized Area Formula Program assistance, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award*

*determination required by 49 U.S.C. 5311. Because certain information is needed before the Secretary or his or her designee can make those determinations, each state is requested to provide the following assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the state itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the state is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the state has made to FTA. A state that fails to provide these assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The state is thus requested to select Category “(18).”*

The state or state organization serving as the Applicant (state) and that administers, on behalf of the state the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The state has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The state has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The state assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the state’s program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the state, including Indian reservations within the state;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the state’s program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the state’s Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The state has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the state will expend not less than fifteen (15) percent of the amounts of Federal assistance authorized under 49 U.S.C. 5311 that have been provided to the state to develop and support intercity bus transportation within the state, unless the chief executive officer of the state, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the state are being adequately met.

## 19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

*Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA.. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "19."*

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
  - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the JARC Formula Grant Program, 49 U.S.C. 5316, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has

- published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7). In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8). In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and
- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
- D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services; and
- E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

## **20. NEW FREEDOM PROGRAM**

*Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must*

*provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA.. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."*

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (5). In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (6). In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in

- cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will has been or will have been coordinated with private nonprofit providers of services; and
  - D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis.

## **21. ALTERNATIVE TRANSPORTATION IN PARKS AND PUBLIC LANDS PROGRAM**

*Each State, tribal area, or local government authority that is an Applicant for Alternative Transportation in Parks and Public Lands Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Alternative Transportation in Parks and Public Lands Program assistance to the Applicant until the Applicant provides these certifications by selecting Category "21."*

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
  - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including safety and security aspects of that project;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5320, not more than fifty (50) percent of the peak hour fare;
  - (5) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

- (6) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C.5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Alternative Transportation in Parks and Public Lands Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
  - (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available the amount of funds required by 49 U.S.C. 5320(f), and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C.5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
  - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
  - (3) Consult with the appropriate Federal land management agency during the planning process.

## **22. INFRASTRUCTURE FINANCE PROJECTS**

*Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category "22."*

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including

- safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
  - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6:
    - (1) will use competitive procurement (as defined or approved by the Secretary),
    - (2) will not use exclusionary or discriminatory specifications in its procurements,
    - (3) will comply with applicable Buy America laws, and
    - (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:
    - (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake;
    - (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed;
    - (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant;
    - (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects;
    - (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source;
    - (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and
    - (7) has made or will make the final list of projects available to the public;
  - (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
  - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
    - 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
    - 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and
    - 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
  - (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. § 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
  - (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.
- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and 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.

### **23. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS**

*The state organization that administers the State Infrastructure Bank (SIB) Program on behalf of a state (state) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the state itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the state is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the state has made to FTA.. FTA may not award*

*assistance for the SIB Program to the state until the state provides these assurances by selecting Category "23."*

The state organization, serving as the Applicant (state) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the state (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the state to establish the state's SIB Program; and
- C. The provisions of the FTA grant agreement with the state that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or 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, and Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the state, or the provisions of the FTA grant agreement, except to the extent FTA determines otherwise in writing;
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action;

##

*Selection and Signature Page(s) follow.*

**FEDERAL FISCAL YEAR 2006 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

*(Signature page alternative to providing Certifications and Assurances in TEAM-Web)*

**Name of Applicant:** \_\_\_\_\_

**The Applicant agrees to comply with applicable provisions of Categories 01 - 23.** \_\_\_\_\_

OR

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

<b><u>Category</u></b>	<b><u>Description</u></b>	
01.	For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock.	_____
07.	Acquisition of Capital Assets by Lease.	_____
08.	Bus Testing.	_____
09.	Charter Service Agreement.	_____
10.	School Transportation Agreement.	_____
11.	Demand Responsive Service.	_____
12.	Alcohol Misuse and Prohibited Drug Use.	_____
13.	Interest and Other Financing Costs.	_____
14.	Intelligent Transportation Systems.	_____
15.	Urbanized Area Formula Program.	_____
16.	Clean Fuels Grant Program.	_____
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	_____
18.	Nonurbanized Area Formula Program.	_____
19.	Job Access and Reverse Commute Program.	_____
20.	New Freedom Program.	_____
21.	Alternative Transportation in Parks and Public Lands Program.	_____
22.	Infrastructure Finance Projects.	_____
23.	Deposits of Federal Financial Assistance to a State Infrastructure Banks.	_____

**FEDERAL FISCAL YEAR 2006 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
*(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)*

AFFIRMATION OF APPLICANT

Name of Applicant: \_\_\_\_\_

Name and Relationship of Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2006.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2006.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein 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 fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 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 correct.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_  
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law 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 the Applicant.

I further affirm to the Applicant 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 the project.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_  
Attorney for Applicant

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

# **FY 2006 Master Agreement**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways),  
the National Capital Transportation Act of 1969, as amended,  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,  
the Transportation Equity Act for the 21<sup>st</sup> Century, as amended,  
or other Federal laws that FTA administers.**

**FTA MA(12)  
October 1, 2005**

[http://www.fta.dot.gov/16874\\_16882\\_ENG\\_HTML.htm](http://www.fta.dot.gov/16874_16882_ENG_HTML.htm)

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UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

This is the official Master Agreement containing standard terms and conditions governing the administration of a Project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported by FTA through a Transportation Infrastructure Loan, Loan Guarantee, or Line of Credit with the Recipient. This Master Agreement applies to Federal assistance authorized by Federal public transportation laws codified at 49 U.S.C. chapter 53; Title 23, United States Code (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109 -59, Aug. 10, 2005; the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, or other Federal legislation FTA administers to the extent FTA so determines.

FTA and the Recipient understand and agree that not every provision of this Master Agreement will apply to every Recipient or every Project for which FTA provides Federal assistance through a Grant Agreement or Cooperative Agreement. The type of Project, the Federal laws and regulations authorizing Federal assistance for the Project, and the legal status of the Recipient as a "State," "local government," private non-profit entity, or private for-profit entity will determine which Federal laws, regulations, and directives apply. Federal laws, regulations, and directives that do not apply will not be enforced. Nevertheless, the Recipient understands and agrees that it must comply with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing. Any violation of a Federal law, regulation, or directive applicable to the Recipient or its Project may result in penalties to the violating party.

This Master Agreement does not have an Expiration Date. The provisions of this Master Agreement will continue to apply to the Project unless or until modified or superseded by subsequent Federal laws, regulations, or directives, or subsequent Grant Agreements, Cooperative Agreements, or Master Agreements.

Thus, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

**Section 1. Definitions.**

- a. Application means the signed and dated request for Federal assistance, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Recipient and accepted or approved by FTA.
- b. Approval, Authorization, Concurrence, Waiver means a conscious written statement (transmitted in typewritten hard copy or electronically) of a Federal Government official authorized to permit the Recipient to take or omit an action required by the Grant Agreement or

Cooperative Agreement for the Project, or this Master Agreement, which action may not be taken or omitted without such permission. Unless FTA determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.

c. Approved Project Budget means the most recent statement of the costs of the Project, the maximum amount of Federal assistance for which the Recipient is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task that has been approved by FTA. As used in the "Approved Project Budget," the term "Scopes" means categories and the term "Scope Level Codes" means category codes. Although "Scopes" and "Scope Level Codes" generally indicate the type of activities encompassed by the Project, the data listed under "Scopes" and "Scope Level Codes" (for example), do not necessarily reflect, and are not intended to be treated as, prima facie evidence of the precise limits or boundaries of a Project, unless FTA determines otherwise in writing. FTA reserves the right to consider other information in determining what constitutes the "Scope of the Project" when that term is used for legal purposes.

d. Cooperative Agreement means an instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project in which FTA takes an active role or retains substantial control, as set forth in 31 U.S.C. § 6305. The Cooperative Agreement consists of the FTA Award establishing the specific parameters of the Project, an Execution statement signed by the Recipient, and may include additional Special Conditions, Special Requirements, or Special Provisions. This Master Agreement is incorporated by reference and made part of the Cooperative Agreement.

e. Federal Directive, for purposes of this Master Agreement, includes any Executive Order of the President of the United States, and any Federal document, irrespective of whether it takes the form of a published policy, administrative practice, circular, guideline, guidance document, or letter signed by the head of a Federal agency or his or her designee, that provides instructions about a Federal program, including application processing procedures, program management, or other similar matters. The term "Federal Directive" encompasses "FTA Directives," "U.S. DOT Directives," and similar documents issued by other agencies of the Federal Government.

f. Federal Government means the United States of America and any executive department or agency thereof.

g. Federal Transit Administration designates the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration is deemed a reference to the Federal Transit Administration.

j. Federal Transit Administrator designates the former Urban Mass Transportation Administrator. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administrator is deemed a reference to the Federal Transit Administrator.

- i. FTA is the acronym for the Federal Transit Administration, an operating administration of the U.S. Department of Transportation (U.S. DOT). “FTA” replaces the acronym “UMTA.”
- j. Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project in which FTA does not take an active role or retain substantial control, as set forth in 31 U.S.C. § 6304. The Grant Agreement consists of the FTA Award establishing the specific parameters of the Project, an Execution statement signed by the Recipient, and may include additional Special Conditions, Special Requirements, or Special Provisions. This Master Agreement is incorporated by reference and made part of the Grant Agreement.
- k. Local Government includes a public transportation authority, as well as a county, municipality, city, town, township, special district, council of governments, public corporation, board, or commission established under the laws of a State (whether or not incorporated as a private nonprofit organization under State law), regional or interstate government entity, Indian tribe, or any agency or instrumentality thereof.
- l. Project means the activity or activities (task or tasks) listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement or Cooperative Agreement for the Project, and any other Special Conditions, Special Requirements, or Special Provisions applicable to the Project. To the extent that a Recipient is required by any provision of 49 U.S.C. chapter 53 to prepare a “Program of Projects,” for purposes of this Master Agreement, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require. For a Loan, Loan Guarantee, or Line of Credit financed with Federal assistance authorized under the Transportation Infrastructure Finance and Innovation Act of 1998, as amended, 23 U.S.C. §§ 601 through 609, "Project" means the transportation activities financed by that Loan, Loan Guarantee, or Line of Credit. For purposes of legal interpretations and other matters, FTA reserves the right to consider information apart from data listed in FTA’s electronic management system under "Scopes" and "Scope Level Codes" of the "Approved Project Budget" to determine what constitutes the Scope of the Project or eligible project activities.
- m. Public Transportation means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include schoolbus, charter, or intercity bus transportation or intercity passenger rail transportation provided by the entity described in 49 U.S.C. chapter 243 (Amtrak or a successor to Amtrak). The term “public transportation” also includes “mass transportation” and “transit.”
- n. Recipient means the entity that receives Federal assistance directly from FTA to support the Project. The term "Recipient" includes each FTA "Grantee" that receives Federal assistance directly from FTA through a Grant and each FTA Recipient that receives Federal assistance directly from FTA through a Cooperative Agreement. Even if a single organization within a legal entity is designated the Recipient in the Grant Agreement or Cooperative Agreement, the entire legal entity is the Recipient, unless FTA has determined otherwise in writing. Thus absent FTA’s written determination to the contrary, if the Recipient is a consortium, partnership, or other multi-party entity, each participant in, member of, or party to that consortium, partnership,

or multi-party entity is deemed a "Recipient" for purposes of compliance with applicable requirements of the Grant Agreement or Cooperative Agreement for its Project.

o. Subagreement means an agreement through which a Recipient awards Federal assistance derived from FTA to a subrecipient as defined below. The term "subagreement" also includes the term "subgrant," but does not include the term "third party subcontract."

p. Subrecipient means any entity that receives Federal assistance awarded by an FTA Recipient, rather than by FTA directly. The term "subrecipient" also includes the term "subgrantee," but does not include "third party contractor" or "third party subcontractor."

q. Third Party Contract means a contract or purchase order awarded by the Recipient or subrecipient to a vendor or contractor, financed in whole or in part with Federal assistance awarded by FTA.

r. Third Party Subcontract means a subcontract at any tier financed in whole or in part with Federal assistance originally derived from FTA that is entered into by the third party contractor or third party subcontractor.

s. U.S. DOT is the acronym for the United States Department of Transportation, including its operating administrations.

## **Section 2. Project Implementation.**

a. General. The Recipient agrees to carry out the Project as follows:

(1) Project Description. Because the "Project Description" in the FTA Award section of the Grant Agreement or Cooperative Agreement provides a brief description of the Project or Projects to be funded, the Recipient agrees to perform the work as described in the "Project Description" and in its Application that is incorporated by reference in the approved Grant Agreement or Cooperative Agreement for the Project.

(2) Effective Date. The effective date of the Grant Agreement, Cooperative Agreement, or Amendment thereto is the date on which the FTA Authorized Official awards Federal assistance as shown on the Grant Agreement, Cooperative Agreement, or Amendment thereto. The Recipient agrees to commence Project work promptly after receiving notice that FTA has awarded Federal assistance for the Project.

(3) Recipient's Capacity. The Recipient agrees to maintain sufficient legal, financial, technical, and managerial capability to: (1) plan, manage, and complete the Project and provide for the use of Project property; (2) carry out the safety and security aspects of the Project and (3) comply with the terms of the Grant Agreement or Cooperative Agreement providing Federal assistance for the Project, this Master Agreement, the Approved Project Budget, the Project schedules, the Recipient's annual Certifications and Assurances to FTA, and applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

(4) Completion Dates. The Recipient agrees to complete the Project in a timely manner. Nevertheless, except in the case of a Full Funding Grant Agreement or as otherwise specified, milestone dates and other Project completion dates are to be treated as good faith estimates rather than precise and firm legal requirements.

b. U.S. DOT Administrative Requirements. The Recipient agrees to comply with the Federal administrative requirements that apply to the category in which it belongs:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18, apply to a Recipient that is a State, local, or Indian tribal government.

(2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. Part 19, apply to a Recipient that is an institution of higher education or a nonprofit organization.

(3) Unless FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. Part 19, apply to a Recipient that is a private for-profit organization.

c. Application of Federal, State, and Local Laws, Regulations, and Directives.

(1) Federal Laws, Regulations, and Directives. The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Recipient may incur a violation of the terms of its Grant Agreement or Cooperative Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative

Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designed, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient and each third party contract implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA.

(2) State, Territorial, and Local Law. Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Recipient must comply with the Federal law. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Recipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Recipient to violate any State, territorial, or local law, regulation, or ordinance, the Recipient agrees to notify FTA immediately in writing. Should this occur, FTA and the Recipient agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

d. Recipient's Primary Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other participant in the Project, the Recipient agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, this Master Agreement, and the underlying Grant Agreement or Cooperative Agreement for the Project, except to the extent that FTA determines otherwise in writing.

(1) Significant Participation by a Third Party Contractor. Although the Recipient may enter into a third party contract in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Recipient (such as in a turnkey contract), the Recipient agrees that it, rather than the third party contractor, is ultimately responsible to FTA for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

(2) Significant Participation by a Subrecipient. Although the Recipient may delegate any or almost all Project responsibilities to one or more subrecipients, the Recipient agrees that it, rather than the subrecipient, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

(3) Exceptions. The Recipient, however, is relieved of the requirement to comply with Federal requirements in the following two circumstances:

(a) When the Designated Recipient of Urbanized Area Formula Program assistance as defined at 49 U.S.C. § 5307(a)(2) has entered into a Supplemental Agreement with FTA and a

Grantee covering the Project, the Designated Recipient is not responsible for compliance with Federal requirements in connection with the Project, or

(b) When the Federal Government, through appropriate official action, relieves the Recipient of a portion of or all responsibility to the Federal Government.

e. Recipient's Responsibility to Extend Federal Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to the Grant Agreement or Cooperative Agreement for the Project are parties to that agreement. To achieve compliance with certain Federal laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Recipient agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal laws, regulations, and directives affecting their performance, except to the extent FTA determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Recipient agrees to include adequate provisions to ensure that each Project participant complies with those Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing. In addition, the Recipient also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that FTA determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal laws, regulations, and directives, except to the extent FTA determines otherwise in writing, the Recipient agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Recipient, the Recipient agrees to include in that third party contract those requirements applicable to the Recipient imposed by the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement and extend those requirements throughout each tier except as FTA determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA cautions, however, that its "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Subagreements. Because Project activities performed by a subrecipient must comply with all applicable Federal laws, regulations, and directives except to the extent that FTA determines otherwise in writing, the Recipient agrees as follows:

(1) Written Subagreement. The Recipient agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

(2) Compliance with Federal Requirements. The Recipient agrees to implement the Project in a manner that will not compromise the Recipient's compliance with Federal laws, regulations, and directives applicable to the Project and the Recipient's obligations under the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Therefore, the Recipient agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Recipient imposed by the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as FTA determines otherwise in writing.

f. No Federal Government Obligations to Third Parties. In connection with performance of the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.

g. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Recipient agrees to notify FTA 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 the Recipient's ability to perform the Project as provided in the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. The Recipient also agrees to notify FTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations; and agrees to inform FTA, also in writing, before naming the Federal Government as a party to litigation for any reason, in any forum. At a minimum, the Recipient agrees to send each notice to FTA required by this subsection to the FTA Regional Counsel within whose Region the grantee operates its public transportation system.

### **Section 3. Ethics.**

a. Code of Ethics. The Recipient agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or subagreements financed with Federal assistance. The Recipient agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer,

board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Recipient may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Recipient agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Recipient agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

(1) Personal Conflicts of Interest. The Recipient agrees that its code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Recipient agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Recipient agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. The Recipient agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Project.

d. Lobbying Restrictions. The Recipient agrees that:

(1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will comply with Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. Employee Political Activity. To the extent applicable, the Recipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government concerning the Project, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

#### **Section 4. Federal Assistance.**

The Recipient agrees that FTA will provide Federal assistance for the Project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or regulations, (b) the "Maximum FTA Amount Approved," set forth in the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated in accordance with the "Maximum Percentage(s) of FTA Participation," as may be modified by the Conditions of Award or other Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA's responsibility to make Federal assistance payments is limited to the amounts listed in the Approved Project Budget for the Project. The "Estimated Total Eligible Cost" in the Grant Agreement or Cooperative Agreement for the Project is the basis on which FTA determines the "Maximum FTA Amount Awarded."

a. "Net Project Cost". For any Project required by Federal law or FTA to be financed on the basis of its "Net Project Cost" as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Recipient for that portion of the Project that cannot reasonably be financed from the Recipient's revenues, *i.e.*, "Net Project Cost" of the Project. Therefore, the amount stated as the "Estimated Total Eligible Cost" on the Grant Agreement or Cooperative Agreement is the "Estimated Net Project Cost" and forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the Project.

b. Other Basis for FTA Participation. For any Project not required by Federal law or FTA to be financed on the basis of its "Net Project Cost" as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Recipient for all or part of the total Project cost that is eligible for Federal assistance. Therefore, the amount stated as the "Estimated Total Eligible Cost" on the Grant Agreement or Cooperative Agreement for the Project forms the basis on which FTA will calculate the amount of Federal assistance that will be awarded for the Project.

## **Section 5. Local Share.**

A Recipient that is required to provide a local share for the Project agrees as follows:

a. Restrictions on the Source of the Local Share. The Recipient agrees to provide sufficient funds or approved in-kind resources, together with the Federal assistance awarded, that will assure payment of the actual cost of each Project activity covered by the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that no local share funds provided will be derived from receipts from the use of Project facilities or equipment, revenues of the public transportation system in which such facilities or equipment are used, or other Federal funds, except as permitted by Federal law or regulation.

b. Duty to Obtain the Local Share. The Recipient agrees to complete all proceedings necessary to provide the local share of the Project costs at or before the time the local share is needed for Project costs, except to the extent that FTA determines otherwise in writing.

c. Prompt Payment of the Local Share. The Recipient agrees to provide the proportionate amount of the local share promptly as Project costs are incurred or become due, unless the Federal Government determines in writing that the local share may be deferred.

d. Reduction of the Local Share. The Recipient agrees that no refund or reduction of the local share may be made unless, at the same time, a refund of the proportional amount of the Federal assistance provided is made to the Federal Government.

## **Section 6. Approved Project Budget.**

Except to the extent that FTA determines otherwise in writing, the Recipient agrees as follows: The Recipient agrees to prepare a Project budget which, upon approval by FTA, is designated the "Approved Project Budget." The Recipient agrees to incur obligations and make disbursements

of Project funds only as authorized by the latest Approved Project Budget. The Recipient agrees that the latest Approved Project Budget is incorporated by reference and made part the underlying Grant Agreement or Cooperative Agreement for the Project. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Grant Agreement or Cooperative Agreement for the Project, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the Federal assistance awarded for the Project may be made consistent with applicable Federal laws, regulations and directives. Prior FTA approval is required for transfers of funds from non-construction to construction categories or vice versa or when, in non-construction grants, cumulative transfers of funds between total direct cost categories exceed ten (10) percent of the total budget. The Recipient agrees to obtain prior written approval for any budget revision that would result in the need for additional funds. The Recipient agrees that an award of additional Federal assistance will require a new Approved Project Budget. If the Recipient estimates that it will have unobligated funds remaining after the end of the performance period of the Project, the Recipient agrees to report this to FTA at the earliest possible time and ask for disposition instructions.

## **Section 7. Accounting Records.**

In compliance with applicable Federal laws, regulations, and directives, and except to the extent that FTA determines otherwise in writing, the Recipient agrees as follows:

- a. Project Accounts. The Recipient agrees to establish and maintain for the Project either a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified with the Project. The Recipient also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to FTA upon its request and, to the extent feasible, kept separate from documents not related to the Project.
- b. Funds Received or Made Available for the Project. The Recipient agrees to deposit in a financial institution all advance Project payments it receives from the Federal Government and to record in the Project Account all amounts provided by the Federal Government for the Project and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in compliance with applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing. Use of financial institutions owned at least fifty (50) percent by minority group members is encouraged.
- c. Documentation of Project Costs and Program Income. The Recipient agrees to support all costs charged to the Project, including any approved services or property contributed by the Recipient or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Recipient also agrees to maintain accurate records of all program income derived from Project implementation, except certain income FTA determines to be exempt from the general Federal program income requirements.

d. Checks, Orders, and Vouchers. The Recipient agrees that it will not draw checks, drafts, or orders for property or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

## **Section 8. Reporting, Record Retention, and Access.**

a. Types of Reports. The Recipient agrees to submit to FTA all reports required by Federal laws and regulations, and directives, the Grant Agreement or Cooperative Agreement for the Project, and this Master Agreement, except to the extent that FTA determines otherwise in writing. The Recipient also agrees to submit to FTA any other reports FTA may require.

b. Report Formats. The Recipient agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to FTA must be prepared and submitted in electronic and or typewritten hard copy formats as FTA may require. Electronic submissions must comply with the electronic accessibility requirements of Subsections 12.g(9) and 15.u of this Master Agreement. FTA reserves the right to require records to be submitted in other formats.

c. Record Retention. During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the Federal Government may require.

d. Access to Records of Recipients and Subrecipients. The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g).

e. Project Closeout. The Recipient agrees that Project closeout does not alter the reporting and record retention requirements of this Section 8 of the Master Agreement.

## **Section 9. Payments.**

The Recipient agrees that it will not seek payment from FTA for Project costs until it has executed the Grant Agreement or Cooperative Agreement for the Project.

a. Recipient's Request for Payment. Except to the extent FTA determines otherwise in writing, to obtain a Federal assistance payment for the Project from FTA, the Recipient agrees to:

(1) Demonstrate or certify that it will provide adequate local funds that, when combined with Federal payments, will cover all costs to be incurred for the Project. Unless the Federal Government determines in writing that the Recipient may defer provision of its local share for

the Project, a Recipient required to provide a local share by Federal law, regulation, directive, the Grant Agreement or Cooperative Agreement for the Project agrees that it will not:

(a) Request or obtain Federal funds exceeding the amount justified by the local share previously provided, and

(b) Take any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized by the Grant Agreement or Cooperative Agreement for the Project,

(2) Submit to FTA all financial and progress reports required to date by the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement, and

(3) Identify the source(s) of Federal assistance provided for the Project from which the payment is to be derived.

b. Payment by FTA. Except to the extent FTA determines otherwise in writing, the Recipient agrees that FTA will make all payments of Federal assistance through the Automated Clearing House (ACH) method of payment, regardless of the amount involved in accordance with the following provisions:

(1) Electronic Clearing House Operation Payments. If payment is made through the FTA Electronic Clearinghouse Operation (ECHO) using an ECHO Control Number, the Recipient agrees to comply with: FTA's ECHO requirements that implement U.S. Department of Treasury (U.S. Treasury) Circular 1075, Part 205, "Withdrawal of Cash from the Treasury for Advances Under Federal Grants and Other Programs;" Treasury Financial Manual, Vol. 1, Part 6, Chapter 2000; the ECHO System Operations Manual, "Guidelines for Disbursements" for FTA Projects; and the provisions of this Subsection 9.b(1). The Recipient also agrees that if it fails to comply with the following provisions of this Subsection 9.b(1), the Federal Government may revoke the unexpended portion of Federal assistance awarded for the Project.

(a) The Recipient agrees to withdraw cash only when actually needed for immediate disbursement required for Project purposes. Unless permitted otherwise by Federal law, regulation, or directive, the Recipient agrees to expend all Federal assistance obtained under the Project for Project purposes no later than three (3) days after receiving those funds. If the Recipient fails to expend that Federal assistance within three (3) days of receipt, fails to return withdrawn but unexpended Federal assistance to FTA within a reasonable period, or fails to establish procedures to minimize the time elapsing between cash advances and the disbursement, the Federal Government may revoke or temporarily suspend the Recipient's ECHO Control Number and the Recipient's access to the ECHO System. In addition, the Recipient agrees that if it fails to comply with these provisions, it may be subjected to other remedies or penalties authorized by Federal law or regulation.

(b) The Recipient agrees to report its cash disbursements and balances promptly in compliance with applicable Federal laws, regulations, and directives.

(c) The Recipient agrees to provide for control and accountability for all Federal assistance for the Project consistent with Federal requirements and procedures for use of the ECHO system.

(d) The Recipient agrees that it will not withdraw Federal assistance for a Project in an amount exceeding the sum obligated by the Federal Government or the current available balance for that Project.

(e) The Recipient agrees to withdraw Federal assistance only for eligible Project costs.

(f) The Recipient agrees that it will not withdraw Federal assistance until needed for disbursement for Project expenses.

(g) The Recipient agrees to notify the appropriate Regional or Program Office when a single withdrawal will exceed \$50,000,000 at least three days before the withdrawal is anticipated..

(h) The Recipient agrees to remit interest to the Federal Government on any Federal assistance prematurely withdrawal, irrespective of whether that Federal assistance has been deposited in an interest-bearing account. The Recipient agrees that a debt for any premature withdrawal of Federal assistance does not qualify as a "claim" covered by the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 through 3720, and that the interest provisions of this Subsection 9.b(1)(h) of this Master Agreement, rather than the interest provisions of the Debt Collection Act of 1982, as amended, will determine the amount of interest due on any debt for Federal assistance prematurely withdrawn. The Recipient agrees that the amount of interest due to the Federal Government depends on whether the Recipient is a State or State instrumentality.

1. A Recipient that is a State or State instrumentality agrees to remit to the Federal Government the amount of interest calculated in accordance with U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 C.F.R. Part 205, which implements section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b).

2. A Recipient that is neither a State nor a State instrumentality agrees to remit to the Federal Government the amount of prejudgment common law interest, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury/U.S. DOJ) regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(i).

(2) Requisition. If the requisition method of payment is used, the Recipient agrees as follows:

(a) Recipient Responsibilities. The Recipient agrees to complete and submit:

1. "Payment Information Form – Echo-ACH Payment System, Revised 10/92," to FTA's Accounting Division.

2. Standard Form 270, "Request for Advance or Reimbursement," to the designated FTA office.

(b) FTA Responsibilities. Upon receiving a request for payment and adequate supporting information, FTA will approve payment by direct deposit, provided that the Recipient has complied with the requirements of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement, has satisfied FTA that the Federal assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion. After the Recipient has demonstrated satisfactory compliance with the preceding requirements, FTA may reimburse the Recipient's apparent allowable costs incurred (or to be incurred in the requisition period), as set forth in the Approved Project Budget for the Project, but not to exceed the maximum amount of Federal assistance that may be paid through the Federal fiscal year of that requisition.

c. Costs Reimbursed. The Recipient agrees that Project costs eligible for Federal participation must comply with all the following requirements. Except to the extent that FTA determines otherwise in writing, to be eligible for reimbursement, Project costs must be:

(1) Consistent with the Project Description, the Approved Project Budget, and other terms of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement,

(2) Necessary in order to accomplish the Project,

(3) Reasonable for the goods or services purchased,

(4) Actual net costs to the Recipient (*i.e.*, the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred, excluding program income),

(5) Incurred for work performed after the Effective Date of the Grant Agreement or Cooperative Agreement for the Project, unless the Federal Government determines otherwise in writing,

(6) Satisfactorily documented,

(7) Treated consistently in accordance with accounting principles and procedures approved by the Federal Government for the Recipient, and with accounting principles and procedures approved by the Recipient for its third party contractors and subrecipients,

(8) Eligible for Federal participation under Federal law, regulations, or directives, and

(9) In compliance with U.S. DOT regulations pertaining to allowable costs at 49 C.F.R. § 18.22(b) or 49 C.F.R. § 19.27, unless otherwise authorized by Federal law or subsequent Federal regulation. Thus,

(a) OMB Circular A-87, "Cost Principles for State and Local Governments," Revised, applies to Project costs incurred by a Recipient that is a State, local, or Indian tribal government.

(b) OMB Circular A-21, "Cost Principles for Educational Institutions," Revised, applies to Project costs incurred by a Recipient that is an institution of higher education.

(c) OMB Circular A-122, "Cost Principles for Non-Profit Organizations," Revised, applies to Project costs incurred by a Recipient that is a private nonprofit organization.

(d) the Federal Acquisition Regulation (FAR), at 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Recipient that is a for-profit organization.

d. Bond Interest and Other Financing Costs. To the extent permitted by Federal law, regulation, or directive, bond interest and other financing costs are allowable. The Recipient agrees that FTA's participation in Project interest costs will be limited to an amount that does not exceed the most favorable financing terms reasonably available for the Project at the time of borrowing, except to the extent FTA determines otherwise in writing.

e. Excluded Costs. The Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal assistance FTA will provide, FTA will exclude:

(a) Any Project cost incurred by the Recipient before the Effective Date of the Grant Agreement, Cooperative Agreement or Amendment thereto, unless otherwise permitted by Federal law, regulation, or directive;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by FTA, or other arrangement required to be, but has not been, concurred in or approved in writing by FTA;

(d) Any ordinary governmental or nonproject operating cost, consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for FTA participation as provided by applicable Federal laws, regulations, or directives.

(2) The Recipient understands and agrees that payment to the Recipient for any Project cost does not constitute the Federal Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Recipient of the terms of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. The Recipient acknowledges that the Federal Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has

been completed. If the Federal Government determines that the Recipient is not entitled to receive any portion of the Federal assistance the Recipient has requested or provided, the Federal Government will notify the Recipient in writing, stating its reasons. The Recipient agrees that Project closeout will not alter the Recipient's responsibility to return any funds due the Federal Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal law or regulation, the Federal Government may recover any Federal assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient.

f. Federal Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Recipient's Responsibility to Pay. Upon notification to the Recipient that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Recipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.

(2) Amount of Interest. The Recipient agrees that whether the amount due the Federal Government is treated as a Federal claim or is treated as a debt determines how interest is calculated thereon and becomes due. Thus, Recipient agrees to remit interest to the Federal Government in accordance with the following:

(a) Federal Claims against the Recipient. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 *et seq.*, the Recipient agrees that the amount of interest owed to the Federal Government will be determined in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(a) through (g).

(b) Excess Payments. For excess payments made by the Federal Government to the Recipient that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 *et seq.*, the Recipient agrees that the amount of interest owed to the Federal Government depends on whether the Recipient is a State or State instrumentality.

1. A Recipient that is a State or State instrumentality agrees that interest owed to the Federal Government will be determined in accordance with U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 C.F.R. Part 205 that implement section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b).

2. A Recipient that is neither a State nor a State instrumentality agrees that common law interest owed to the Federal Government will be determined in accordance with joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(i).

(c) Disallowed Costs. The Recipient agrees that a debt for a disallowed cost might, in certain cases, qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 through 3720. Whether or not the disallowed cost qualifies as a "claim" under that Act, the Recipient agrees to pay either interest and related charges for disallowed costs as determined by the Federal Government in accordance with joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(a) through (g) or common law interest authorized by 31 C.F.R. § 901.9(i), whichever is applicable.

g. De-obligation of Funds. The Recipient agrees that the Federal Government may de-obligate unexpended Federal funds before Project closeout.

## **Section 10. Project Completion, Audit, Settlement, and Closeout.**

a. Project Completion. Within ninety (90) calendar days following Project completion or termination by the Federal Government, the Recipient agrees to submit a final Financial Status Report (either electronically or on Standard Form 269A), a certification of Project expenses, and third party audit reports, as applicable.

b. Audit of Recipients. Except to the extent the Federal Government determines otherwise in writing, the Recipient acknowledges and agrees as follows:

(1) Audit Requirements. The Recipient agrees to have performed financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.* As provided by 49 C.F.R. § 19.26, these financial and compliance audits must comply with the provisions of OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," the latest OMB A-133 Compliance Supplement for U.S. DOT, and any further revision or supplement thereto. The Recipient also agrees to obtain any other audits required by the Federal Government. The Recipient agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." The Recipient agrees that Project closeout will not alter the Recipient's audit responsibilities.

(2) Audit Costs. Audit costs for Project administration and management are allowable to the extent authorized by OMB Circular A-87, OMB Circular A-21, OMB Circular A-122, or the FAR at 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

c. Funds Owed to the Federal Government. The Recipient agrees to remit to the Federal Government any excess payments made to the Recipient, any costs disallowed by the Federal Government, and any amounts recovered by the Recipient from third parties or from other sources, as well as any penalties and any interest required by Subsection 9.f(2) of this Master Agreement.

d. Project Closeout. Project closeout occurs when FTA notifies the Recipient that FTA has closed the Project, and either forwards the final Federal assistance payment or acknowledges that the Recipient has remitted the proper refund. The Recipient agrees that Project closeout by FTA

does not invalidate any continuing requirements imposed by the Grant Agreement or Cooperative Agreement for the Project, this Master Agreement, or the Federal Government's final notification or acknowledgment.

### **Section 11. Right of the Federal Government to Terminate.**

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. Any failure to make reasonable progress on the Project or violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

### **Section 12. Civil Rights.**

The Recipient agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
  
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R.

Part 21. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable implementing Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees as follows:

(a) The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) If the Recipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Recipient's eligibility to obtain future Federal assistance for transportation Projects.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each third party contractor at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement 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. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by DBEs in the Project and assures that each third party contractor at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with 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; and with 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. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/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;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) 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; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

i. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to

comply 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 with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.

j. Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Federal Government determines otherwise in writing.

### **Section 13. Planning and Private Enterprise.**

a. General. To the extent applicable, the Recipient agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 13.a of this Master Agreement, to the extent feasible the Recipient agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford 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.

c. Infrastructure Investment. During the implementation of the Project, the 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.

## **Section 14. Preference for United States Products and Services.**

To the extent applicable, the Recipient agrees to comply with the following U.S. domestic preference requirements:

- a. Buy America. The Recipient agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Recipient also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA determines otherwise in writing.
- b. Cargo Preference--Use of United States-Flag Vessels. The Recipient agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
- c. Fly America. The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

## **Section 15. Procurement.**

To the extent applicable, the Recipient agrees to comply with the following third party procurement provisions:

- a. Federal Standards. The Recipient agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. § 18.36 or at 49 C.F.R. §§ 19.40 through 19.48 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions. The Recipient also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Recipient understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed.

- b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Recipient agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.
- c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.
- d. Geographic Restrictions. The Recipient agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. For example, procuring architectural, engineering, or related services, however, the contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.
- e. In-State Bus Dealer Restrictions. The Recipient agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.
- f. Neutrality in Labor Relations. To the extent permitted by law, the Recipient agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order No. 13208, 41 U.S.C. § 251 note, which among other things prohibits requirements for affiliation with a labor organization as a condition for award of any third party contract or subcontract for construction or construction management services, unless the Federal Government determines otherwise in writing.
- g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.
- h. Force Account. The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- i. FTA Technical Review. The Recipient agrees to permit FTA to review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper Project administration.
- j. Project Approval/Third Party Contract Approval. Except to the extent FTA determines otherwise in writing, the Recipient agrees that FTA's award of Federal assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.
- k. Preference for Recycled Products. To the extent applicable, the Recipient agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing

Recovered Materials,” 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

l. Clean Air and Clean Water. The Recipient agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to FTA and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

m. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

n. Rolling Stock. In acquiring rolling stock, the Recipient agrees as follows:

(1) Method of Acquisition. In compliance with 49 U.S.C. § 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

(2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. chapter 53 may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

(3) Pre-Award and Post-Delivery Requirements. The Recipient agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.

(4) Bus Testing. To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

o. Bonding. Except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the following bonding requirements, as applicable:

(1) Construction Activities. The Recipient agrees to provide bid guarantee, contract performance, and payment bonds to the extent deemed adequate by FTA and applicable Federal regulations, and comply with any other construction bonding provisions as FTA may determine.

(2) Other Activities. The Recipient agrees to comply with any other bonding requirements or restrictions as FTA may determine.

p. Architectural, Engineering, Design, or Related Services. In compliance with 49 U.S.C. § 5325(b), the Recipient agrees to comply with the following requirements pertaining to the procurement of architectural, engineering, or related services that will be financed with funds authorized under 49 U.S.C. chapter 53 or required by Federal law to be administered in accordance with 49 U.S.C. chapter 53:

(1) When procuring architectural, engineering, or related services, the Recipient agrees that it and its subcontractors at any tier will:

(a) Negotiate for those services in the same manner as a contract for architectural, engineering, or related services is negotiated under chapter 11 of Title 40, United States Code, or

(b) Comply with an equivalent State qualifications-based requirement for contracting for architectural, engineering, and design services, provided the State has adopted by law such requirement before August 10, 2005.

(2) Upon awarding a contract for those services, the Recipient agrees that and its subcontractors at any tier will:

(a) Perform and audit the third party contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R. Part 31.

(b) Will accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute.

(c) Apply the firm's indirect cost rates, without any limitation by administrative or de facto ceilings, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm's indirect cost rates are accepted as described in Subsection 15.p(2)(b) of this Master Agreement.

(d) The Recipient agrees and assures that it and any of a group of entities sharing cost or rate data described in Subsection 15.p(2)(c) of this Master Agreement shall:

1. Notify any affected firm before requesting or using that data,

2. Maintain the confidentiality of that data and assure that it is not accessible or provided to others, and

3. Not disclose that data under any circumstances if doing so is prohibited by law.

q. Design-Build Projects. In accordance with 49 U.S.C. § 5325(d)(2), the Recipient may use design-build procurements to implement its projects after it has complied with requirements established by the Federal Government, whether through Federal regulations or through Federal directives, except to the extent the Federal Government determines otherwise in writing.

r. Award to Other than the Lowest Bidder. In accordance with 49 U.S.C. § 5325(c), a Recipient may award a third party contract to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53, and any implementing Federal regulations or directives that FTA may issue, except to the extent FTA determines otherwise in writing.

s. Award to Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Recipient agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement, and before awarding a third party contract, the Recipient agrees to consider:

(1) The integrity of the third party contractor,

(2) The third party contractor's compliance with public policy,

(3) The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any, and

(4) The third party contractor's financial and technical resources.

t. Access to Third Party Contract Records. The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

u. Electronic and Information Technology. When using Federal assistance to procure reports or information to be delivered to the Recipient for distribution to FTA, among others, the Recipient agrees to include in its specifications a provision that the reports or information will be prepared using electronic or information technology capable of assuring that, when provided to FTA, the reports or information will meet the applicable accessibility standards of section 508 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

## **Section 16. Leases.**

- a. Capital Leases. To the extent applicable, the Recipient agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.
- b. Leases Involving Certificates of Participation. The Recipient agrees to obtain FTA concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

## **Section 17. Patent Rights.**

- a. General. If any invention, improvement, or discovery of the Recipient or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.
- b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that third party contract, third party subcontract, or subagreement as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq.*), irrespective of the status of the Recipient, subrecipient, or third party contractor at any tier of the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, nonprofit organization, institution of higher education, individual, *etc.*).

## **Section 18. Rights in Data and Copyrights.**

- a. Definition. The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration.

b. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Subsection 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a third party contract or subagreement financed by the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal funds for capital Projects.

e. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the

Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

f. Restrictions on Access to Patent Rights. Nothing in this Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

g. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data developed without any Federal funding or support to the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

h. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or by subsequent Federal laws or regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal law providing access to such records).

## **Section 19. Use of Real Property, Equipment, and Supplies.**

The Recipient understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project property) until, and to the extent, that the Federal Government relinquishes its Federal interest that Project property. With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the following provisions of this Master Agreement except to the extent FTA determines otherwise in writing:

a. Use of Project Property. The Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Recipient further agrees to notify FTA immediately when any

Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. General. A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FTA. The Recipient also consents to FTA's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 19.g of this Master Agreement.

c. Maintenance. The Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records. The Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FTA upon request such information as may be required to assure compliance with this Section 19 of this Master Agreement.

e. Incidental Use. The Recipient agrees that:

(1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

(2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by nontransit public entities and private entities will be permitted, only if the:

(1) Incidental use does not interfere with the Recipient's Project or public transportation operations;

(2) Recipient fully recaptures all costs related to the incidental use from the nontransit public entity or private entity;

(3) Recipient uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(4) Private entities pay all applicable excise taxes on fuel.

f. Encumbrance of Project Property. The Recipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

(2) Oral Transactions. The Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

g. Transfer of Project Property. The Recipient understands and agrees as follows:

(1) Recipient Request. The Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

(2) Federal Government Direction. The Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

(3) Leasing Project Property to Another Party. If the Recipient leases any Project property to another party, the Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Recipient and lessee, or another similar document. Upon request by FTA, the Recipient agrees to provide a copy of any relevant documents.

h. Disposition of Project Property. With prior FTA approval, the Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(g)(4). The Recipient also agrees that FTA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

(1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Recipient agrees to comply with FTA's disposition requirements.

(2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

(a) Notification Requirement. The Recipient agrees to notify FTA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property.

The Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. Equipment and Supplies. The Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FTA. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a State may use its own disposition procedures, provided that those procedures comply with the laws of that State.

2. Real Property. The Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

3. Exceptional Circumstances. The Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Recipient with respect to the preservation of Project property withdrawn from appropriate use.

(c) Financial Obligations to the Federal Government. The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

1. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

2. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds. If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation - Hazardous Materials. The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities After Project Closeout. The Recipient agrees that Project closeout by FTA will not change the Recipient's Project property management responsibilities as stated in Section 19 of this Master Agreement, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

## **Section 20. Insurance.**

In addition to other insurance requirements that may apply, the Recipient agrees as follows:

a. Minimum Requirements. At a minimum, the Recipient agrees to comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Recipient agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

## **Section 21. Relocation.**

When relocation of individuals or businesses is required, the Recipient agrees as follows:

a. Relocation Protections. The Recipient agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally

Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 *Fed. Reg.* 590 *et seq.*, January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Recipient agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 *et seq.* and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Recipient agrees that it will not use lead-based paint, consistent with the prohibitions of section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b).

## **Section 22. Real Property.**

For real property acquired with Federal assistance, the Recipient agrees as follows:

a. Land Acquisition. The Recipient agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 *Fed. Reg.* 590 *et seq.*, January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Recipient agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA, the Recipient agrees to record the Federal interest in title to real property used in connection with the Project.

d. FTA Approval of Changes in Real Property Ownership. The Recipient agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without permission and instructions from FTA.

### **Section 23. Construction.**

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees as follows:

- a. Drafting, Review, and Approval of Construction Plans and Specifications. The Recipient agrees to comply with FTA requests pertaining to the drafting, review, and approval of construction plans and specifications.
- b. Supervision of Construction. The Recipient agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.
- c. Construction Reports. The Recipient agrees to provide progress reports and other data and information as may be required by FTA or the State in which the construction takes place.
- d. Project Management for Major Capital Projects. To the extent applicable, the Recipient agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.
- e. Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

### **Section 24. Employee Protections.**

a. Construction Activities. The Recipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 *et seq.*, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at

40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Recipient agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for focused on elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities

Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

## **Section 25. Environmental Protections.**

The Recipient recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Recipient also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Recipient agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Recipient. The Recipient understands and agrees that those laws, regulations, and directives may not constitute the Recipient's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Recipient's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended,

"Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decisionmaking requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Recipient agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Recipient agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Recipient agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Recipient agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Recipient agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Public Lands. The Recipient agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and it will not use any land from a historic site of national, state, or local significance, unless the Federal Government makes the findings required by 49 U.S.C. §§ 303(b) and 303(c).

e. Wild and Scenic Rivers. The Recipient agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

f. Coastal Zone Management. The Recipient agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.

g. Wetlands. The Recipient agrees to facilitate compliance with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.

h. Floodplains. The Recipient agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

i. Endangered Species and Fisheries Conservation. The Recipient agrees to comply with protections for endangered species set forth in the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*.

j. Historic Preservation. The Recipient agrees to encourage compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Recipient agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Recipient agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

k. Indian Sacred Sites. The Recipient agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent the Federal Government determines otherwise in writing.

l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Recipient agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Recipient agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Recipient agrees that those environmental mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project as soon as agreement with the Federal Government is reached. The Recipient agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

## **Section 26. Energy Conservation.**

The Recipient agrees to comply with any mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.* except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

## **Section 27. State Management and Monitoring Systems.**

The Recipient agrees to comply with joint FHWA/FTA regulations, "Management and Monitoring Systems," 23 C.F.R. Parts 500, Parts A and B, and FTA regulations, "Transportation Infrastructure Management," 49 C.F.R. Part 614, to the extent applicable.

## **Section 28. Charter Service Operations.**

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

## **Section 29. School Transportation Operations.**

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

## **Section 30. Metric System.**

To the extent U.S. DOT or FTA directs, the Recipient agrees to use the metric system of measurement in its Project activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and U.S. DOT or FTA regulations and directives. As practicable and feasible, the Recipient agrees to accept products and services with dimensions expressed in the metric system of measurement.

### **Section 31. Substance Abuse.**

To the extent applicable, the Recipient agrees to comply with the following Federal substance abuse regulations:

- a. Drug-Free Workplace. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*
- b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

### **Section 32. State Safety Oversight of Rail Fixed Guideway Public Systems.**

To the extent applicable, the Recipient agrees to comply with 49 U.S.C. § 5330, with FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. Part 659, and any Federal directives that may be issued to implement 49 U.S.C. § 5330, and any subsequent amendment or revision thereto. [See, recent new regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. Part 659, at 70 *Fed. Reg.* 22562 *et seq.*, April 29, 2005.]

### **Section 33. Seat Belt Use.**

In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the 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, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

### **Section 34. Protection of Sensitive Security Information.**

To the extent applicable, the Recipient agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

### **Section 35. Special Notification Requirements for States.**

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative

Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of Federal assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as applicable, and the amount provided.

### **Section 36. Special Provisions for the Urbanized Area Formula Program.**

The Recipient agrees that the following provisions apply to Urbanized Area Formula Program assistance authorized under 49 U.S.C. § 5307, and agrees to comply with the requirements thereof:

- a. Fares and Services. Before increasing fares or instituting a major reduction of service, the Recipient agrees to use its established administrative process to solicit and consider public comment.
- b. Audit Requirements. The Recipient agrees that the Federal Government may conduct, or may require the Recipient to engage an independent entity to conduct, annual or more frequent reviews and audits as required by 49 U.S.C. § 5307(h) and any applicable Federal regulations or directives that may be issued. The Recipient agrees that such audits will be conducted in accordance with U.S. GAO “Government Auditing Standards.”
- c. Half-Fare Requirements. The Recipient agrees that the fares or rates it charges elderly individuals and handicapped individuals during nonpeak hours for public transportation using or involving Project facilities and equipment will not exceed one-half of the rates that generally apply to other individuals at peak hours, irrespective of whether the operation of Project facilities or equipment is by the Recipient or by another entity connected with the Project either through lease or otherwise. In addition, the Recipient agrees to give the rate required herein to any individual presenting a Medicare card duly issued to that individual pursuant to Title II or XVIII of the Social Security Act, 42 U.S.C. §§ 401 *et seq.*, or 42 U.S.C. §§ 1395 *et seq.*, respectively.
- d. Use of Formula Assistance for Operations. A Recipient authorized to use Federal assistance authorized under 49 U.S.C. § 5307 to support operations agrees as follows:
  - (1) The Recipient will comply with the restrictions of 49 U.S.C. §§ 5307(b) and 5307(f) in using Urbanized Area Formula Program assistance for operations, unless permitted otherwise by subsequent Federal law, regulation, or directive.
  - (2) Federal assistance authorized by 49 U.S.C. § 5307 may be applied to the Net Project Cost of the Recipient's operating expenses incurred during the Project time period as set forth in the Approved Project Budget and, with FTA approval, may be extended to a later date to the extent permitted by law, provided that applicable operating assistance limits are not exceeded.
- e. Public Transportation Security. For each fiscal year, the Recipient agrees to spend at least one (1) percent of its Federal assistance authorized under 49 U.S.C. § 5307 for public

transportation security projects as described in 49 U.S.C. § 5307(d)(1)(J)(i), unless the Recipient has determined that such expenditures for security projects are not necessary. For a Recipient serving an urbanized area with a population of 200,000 or more, only capital projects are eligible for support with that Federal assistance.

f. Public Transportation Enhancements. If the Recipient serves an urbanized area with a population of 200,000 or more, the Recipient agrees to spend each fiscal year at least one (1) percent of its Federal assistance authorized under 49 U.S.C. § 5307 for public transportation enhancements as defined at 49 U.S.C. § 5302(a), and submit an annual report listing the projects carried out in the preceding fiscal year with that Federal assistance.

g. Reporting Requirements. For each fiscal year, the Recipient agrees to conform, and assures that any public transportation operator to which the Recipient provides Federal assistance authorized under 49 U.S.C. § 5307 will conform, to the reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database. FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, and any subsequent reporting regulations and directives FTA may promulgate.

h. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in an Urbanized Area Formula Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement for the Project and this Master Agreement.

### **Section 37. Special Provisions for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.**

The Recipient agrees that the following provisions apply to Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program assistance authorized under 49 U.S.C. § 5310 as amended by SAFETEA-LU and subsection 3012(b) of SAFETEA-LU respectively, and agrees to comply with the requirements thereof:

a. Eligible Subrecipients. The Recipient agrees to provide Federal assistance authorized under 49 U.S.C. § 5310 or subsection 3012(b) of SAFETEA-LU only to a subrecipient that qualifies as: (1) a private nonprofit organization meeting the special needs of elderly individuals and individuals with disabilities for whom public transportation services are unavailable, insufficient, or inappropriate; (2) a governmental authority approved by the State to coordinate services for elderly individuals and individuals with disabilities; or (3) a governmental authority that certifies to the Governor that there are no nonprofit organizations in its area readily available to provide service meeting the special needs of the elderly individuals and individuals with disabilities.

b. State Procedures. The Recipient agrees to administer each Project financed with Federal assistance authorized under the Elderly Individuals and Individuals with Disabilities Formula Program in accordance with 49 U.S.C. § 5310 as amended by SAFETEA-LU. A Recipient

participating in the Elderly Individuals and Individuals with Disabilities Pilot Program agrees to administer its Projects in accordance with subsection 3012(b) of SAFETEA-LU and applicable provisions of 49 U.S.C. § 5310. Except to the extent that FTA determines otherwise in writing, the provisions of FTA Circular 9070.1E, “Elderly and Persons with Disabilities Program Guidance and Application Instructions” including any revisions thereto, and other applicable FTA laws, regulations, and directives, apply to the Project to the extent the provisions of FTA Circular 9070.1E are consistent 49 U.S.C. § 5310 as amended by SAFETEA-LU, or subsection 3012(b) of SAFETEA-LU, if applicable. To the extent, however, that 49 U.S.C. § 5310 as amended by SAFETEA-LU, section 3012(b) of SAFETEA-LU or any existing or subsequent Federal law or regulation conflicts with the provisions of FTA Circular 9070.1E or any subsequent revision thereto, the latest Federal law or regulation will apply.

c. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in an Elderly Individuals and Individuals with Disabilities Formula Project or Pilot Project, which agreement sets forth the subrecipient’s responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient’s compliance with Federal requirements applicable to the Project and the Recipient’s obligations under the Grant Agreement for the Project and this Master Agreement.

d. Eligible Project Activities. Federal assistance authorized under 49 U.S.C. § 5310 may be used for a Project to meet the special needs of elderly individuals and individuals with disabilities, as follows:

(1) Capital Projects. Except as set forth in Subsection 37.d(2) of this Master Agreement below, only capital projects are eligible for Federal assistance authorized under 49 U.S.C. § 5310, and may include meal delivery service to the extent permitted by 49 U.S.C. § 5310(g).

(2) Operating Assistance Limitation. Only if the Recipient is selected to participate in the Elderly Individuals and Individuals with Disabilities Pilot Program established by subsection 3012(b) of SAFETEA-LU, may Federal assistance authorized under 49 U.S.C. § 5310 be used to finance operating expenses, and then only 33 percent of the funds apportioned to that Recipient may be used to finance operating expenses for projects to meet the special needs of elderly individuals and individuals with disabilities.

e. Leasing of Vehicles. Vehicles acquired with Federal assistance authorized under 49 U.S.C. § 5310 may be leased to local governmental authorities to improve transportation services to meet the special needs of elderly individuals and individuals with disabilities.

f. Transfer of Project Property. In addition to 49 U.S.C. § 5334(h), which authorizes the transfer of Project property, 49 U.S.C. § 5310(h) also authorizes the Recipient to transfer Project property acquired with Federal assistance authorized under 49 U.S.C. § 5310 to any entity eligible to receive assistance under 49 U.S.C. chapter 53, provided the subrecipient currently possessing the Project property consents to the transfer, and the transferred Project property will continue to be used in accordance with the requirements of 49 U.S.C. § 5310.

### **Section 38. Special Provisions for the New Freedom Program**

The Recipient agrees that the following provisions apply to New Freedom Program assistance authorized under 49 U.S.C. § 5317, and agrees to comply with the requirements thereof:

- a. General. The Recipient agrees to comply with the requirements of 49 U.S.C. § 5317 and with other Federal laws that may be applicable, as well as with implementing Federal regulations and directives, when issued, except to the extent FTA determines otherwise in writing.
- b. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a New Freedom Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement.

### **Section 39. Special Provisions for the Nonurbanized Area Formula Program.**

The Recipient agrees that the following provisions apply to Nonurbanized Area Formula Program assistance authorized under 49 U.S.C. § 5311, and agrees to comply with the requirements thereof:

a. Provisions Applicable to States.

(1) State Procedures. The Recipient agrees to administer each Project in accordance with 49 U.S.C. § 5311 as amended by SAFETEA-LU. Except to the extent that FTA determines otherwise in writing, the provisions of FTA Circular 9040.1E, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions," including any revisions thereto, and other applicable FTA laws, regulations, and directives apply to the Project to the extent those provisions are consistent with 49 U.S.C. § 5311 as amended by SAFETEA-LU. To the extent, however, that 49 U.S.C. § 5311 as amended by SAFETEA-LU or any existing or subsequent Federal law or regulation conflicts with the provisions of FTA Circular 9040.1E or any subsequent revision thereto, the latest Federal law or regulation will apply.

(2) Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a Nonurbanized Area Formula Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement for the Project and this Master Agreement.

(3) Eligible Project Activities. Federal assistance provided for the Grant Agreement and subagreements may be used for public transportation Projects in areas other than urbanized areas. Projects financed with Federal assistance transferred from other Federal programs must be

eligible for Federal assistance authorized under 49 U.S.C. § 5311, and may include purchase of service agreements with private providers of public transportation service, as well as capital and operating assistance, and meal delivery service, to the extent permitted by 49 U.S.C. § 5310(h).

(4) Transfer of Project Property. In addition to 49 U.S.C. § 5334(h), which authorizes the Recipient to transfer Project facilities and equipment, 49 U.S.C. § 5311(h) also authorizes the Recipient to transfer Project property acquired with Federal assistance authorized under 49 U.S.C. § 5311 to any entity eligible to receive Federal assistance authorized under 49 U.S.C. chapter 53, provided that the subrecipient currently in possession of the Project property consents to the transfer, and the transferred Project property will continue to be used in accordance with the requirements of 49 U.S.C. § 5311.

(5) Restrictions on the Use of Nonurbanized Area Formula Assistance for Operations. Nonurbanized Area Formula assistance authorized 49 U.S.C. § 5311 to be used for operating assistance may be applied to the Net Project Cost of the subrecipient's operating expenses incurred during the Project time period specified for the Project. With FTA approval, the Project time period may be extended to a later date to the extent permitted by law.

(6) Intercity Transportation. The Recipient agrees to spend a minimum of at least fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. § 5311 each fiscal year for intercity transportation Projects, unless the chief executive officer of the State or duly authorized designee has certified to FTA that the intercity bus service needs within the State are being adequately fulfilled.

(7) Reporting Requirements. As required by 49 U.S.C. §§ 5311(b)(4) and 5335(a), the Recipient agrees to conform, and assures that any public transportation operator to which the Recipient provides Federal assistance authorized under 49 U.S.C. § 5311 will conform, to the reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database and FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, and any subsequent implementing regulations and directives FTA may issue.

b. Provisions Applicable to Indian Tribes. In accordance with 49 U.S.C. § 5311(c)(1), an Indian Tribe that is the Recipient of Federal assistance authorized under 49 U.S.C. § 5311 agrees to comply with terms and conditions that FTA has determined are applicable to it, as the Recipient, and to its Project, except to the extent FTA determines otherwise in writing.

#### **Section 40. Special Provisions for the Clean Fuels Grant Program.**

The Recipient agrees that the following provisions apply to Clean Fuels Grant Program assistance authorized under 49 U.S.C. § 5308, and agrees to comply with the requirements thereof:

a. General. The Recipient agrees to comply with 49 U.S.C. § 5308, and with provisions of 49 U.S.C. § 5307, and other Federal laws that may be applicable, as well as with implementing

Federal regulations and directives, when issued, except to the extent that FTA determines otherwise in writing.

b. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a Clean Fuels Grant Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement for the Project and this Master Agreement.

#### **Section 41. Special Provisions for Research, Development, Demonstration, and Special Studies Projects.**

The Recipient agrees that the following provisions apply to Projects financed with Federal assistance authorized under research, development, demonstration or special studies projects, and agrees to comply with the requirements thereof:

a. Project Report. The Recipient agrees to:

(1) Prepare and make available a comprehensive report of the results of the Project, the conclusions reached, and the methods used.

(2) Include appropriate notice in the report that: (a) the report is being disseminated under the sponsorship of the U.S. Department of Transportation, Federal Transit Administration, in order to foster information exchange, (b) the U.S. Government assumes no liability or responsibility for the contents of that report or the use of that report, (c) the U.S. Government is not endorsing any manufacturers, products, or services cited in that report, and (d) any trade name that may appear in that report has been included only because it is essential to the contents of that report.

b. Project Identification. The Recipient agrees that each tangible product developed in the course of or resulting from the Project shall contain or include an appropriate sign, designation, or notification stating that the Project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration. Unless waived by FTA, this requirement applies to all equipment, hardware, construction, reports, data, or any similar items produced in the course of the Grant Agreement or Cooperative Agreement for the Project.

c. Protection of Human Subjects. The Recipient agrees to comply with the requirements of the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. §§ 289 *et seq.* and U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. Part 11, pertaining to protections for human subjects participating in or involved in research, development, and related activities in connection with the Project.

d. Protection of Animals. The Recipient agrees to comply with the requirements of the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. §§ 2131 *et seq.* and U.S. Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1,

2, 3, and 4 pertaining to the care, handling, and treatment of warm blooded animals involved in Project research, development, and related activities.

e. Export Control. The Recipient agrees that any technical information developed in the course of implementing the Grant Agreement or Cooperative Agreement for the Project may be subject to export control regulations promulgated by the U.S. Department of Commerce, Bureau of Export Administration, and by other Federal Government departments, including the U.S. Department of State, the U.S. Department of the Treasury, and the U.S. Department of Defense. Thus, the Recipient agrees that it will not export any technical information or any direct product of that technical information that is regulated by U.S. Export Control regulations, directly or indirectly, to any countries or any foreign persons without first obtaining the necessary Federal license(s) and complying with any applicable U.S. Export Control regulations.

#### **Section 42. Special Provisions for the Medical Transportation Demonstration Projects.**

The Recipient of Federal assistance under the Medical Transportation Demonstration Program agrees to comply with 49 U.S.C. § 5314(a)(6) and other applicable Federal laws, regulations, and directives, when issued, except to the extent FTA determines otherwise in writing.

#### **Section 43. Special Provisions for the National Technical Assistance Center for Senior Transportation.**

The Recipient of Federal assistance authorized to implement the National Technical Assistance Center for Senior Transportation agrees to comply with the requirements of 49 U.S.C. § 5314(c) and other applicable Federal laws, and with FTA regulations and directives, when issued, except to the extent that FTA determines otherwise in writing.

#### **Section 44. Special Provisions for Human Resources Fellowships.**

The Recipient agrees that the following provisions apply to Human Resources Fellowships Program assistance authorized under 49 U.S.C. § 5322(b), and agrees to comply with the requirements thereof:

a. General. The Recipient agrees to comply with the 49 U.S.C. § 5322(b) and other applicable Federal regulations, and directives, when issued, except to the extent that FTA determines otherwise in writing.

b. Fellowship Awards. The Recipient agrees any individual who receives a fellowship financed with Federal assistance under this program will be selected on the basis of demonstrated ability and the contribution the individual reasonably can be expected to make to an efficient public transportation operation.

#### **Section 45. Special Provisions for Job Access and Reverse Commute Formula Grant Program.**

The Recipient agrees that the following provisions apply to Job Access and Reverse Commute Formula Grant Program assistance authorized under 49 U.S.C. § 5316, and agrees to comply with the requirements thereof:

- a. General. The Recipient agrees to comply with 49 U.S.C. § 5316, and provisions of 49 U.S.C. § 5307 and with other Federal laws that may be applicable, and with Federal regulations and directives, when issued, except to the extent that FTA determines otherwise in writing.
- b. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a Clean Fuels Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement and this Master Agreement.

#### **Section 46. Special Provisions for Over-the-Road Bus Accessibility Projects.**

The Recipient agrees that the following provisions apply to Federal assistance authorized under the Over-the-Road Accessibility Program Grants, and agrees to comply with the requirements thereof:

- a. General. Except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with any applicable Federal directives that may be issued to implement the Over-the-Road Bus Accessibility Program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note.
- b. Accessibility. The Recipient agrees to comply with the "Over-the-Road Buses," regulations within "U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, Subpart H, and with joint U.S. ATBCB/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.
- c. FTA Notice. The provisions of the most recent applicable FTA Notice pertaining to Over-the-Road Bus Accessibility Program Grants, and any subsequent revision thereto, supersede conflicting provisions of this Master Agreement.

#### **Section 47. Special Provisions for State Infrastructure Bank Projects.**

The Recipient agrees that the following provisions apply to a Project financed with Federal assistance deposited in a State Infrastructure Bank, and agrees to comply with the requirements thereof:

a. General. The Recipient agrees to administer its Project in accordance with applicable requirements of laws applicable to the SIB that provides Federal assistance for the Project. Federal requirements for the Project may be set forth in: (1) 23 U.S.C. § 610, (2) section 1511 of TEA-21, 23 U.S.C. § 181 note, (3) section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, (4) any law amending any of the foregoing, and any subsequent law applicable to the Project, (5) any other applicable Federal directives that may be issued, except to the extent FTA determines otherwise in writing, (6) the terms and conditions of U.S. Department of Labor Certification(s) of Public Transportation Employee Protective Arrangements, (7) the Cooperative Agreement establishing the State Infrastructure Bank (SIB) program in the State (entered into by the Federal Highway Administrator, Federal Transit Administrator, and authorized State official), and (8) the FTA Grant Agreement providing Federal assistance for the SIB Project; except, however, any provision of this Master Agreement conflicting with applicable Federal law, applicable Federal SIB Guidelines, the Cooperative Agreement establishing the SIB program within the State, or this Grant Agreement will not apply to the Grant Agreement or the Project to the extent the SIB program is involved, except to the extent FTA determines otherwise in writing.

b. Limitations on Accessing Federal Assistance in the Transit Account. The Recipient understands that the total amount of Federal assistance awarded under the Grant Agreement for the SIB may not be available for immediate withdrawal. Thus, the State agrees to restrict the amount of Federal assistance it withdraws to an amount not exceeding the limitations specified in its Grant Agreement or the Approved Project Budget for that Grant Agreement.

#### **Section 48. Special Provisions for TIFIA Projects.**

To the extent applicable, the Recipient agrees to administer each Project financed with Federal assistance authorized under the Transportation Infrastructure Finance and Innovation Act, as amended, in accordance with: (1) 23 U.S.C. §§ 601 through 609, including any further amendments thereto that may be enacted; (2) 49 U.S.C. §§ 5307, 5309, and 5323(o); (3) joint U.S. DOT/FTA regulations, "Credit Assistance for Surface Transportation Projects," 49 C.F.R. Part 80 and 49 C.F.R. Part 640, to the extent those regulations have not been superseded by SAFETEA-LU, and any subsequent amendments to those regulations when promulgated. Any provision of this Master Agreement that conflicts with 23 U.S.C. §§ 601 through 609, 49 U.S.C. §§ 5307, 5309, 5323(o), or the foregoing joint U.S. DOT/FTA regulations, or amendments thereto will not apply to the TIFIA Loan or Loan Guarantee for the Project. The Recipient agrees that FTA may declare the Recipient in violation of the Master Agreement if the Recipient has defaulted on a TIFIA Loan or a Loan guaranteed under TIFIA and such default has not been cured within 90 days.

#### **Section 49. Disputes, Breaches, Defaults, or Other Litigation.**

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA in writing before doing so. Each notice to FTA under this Section shall be sent, at a minimum, to the FTA Regional Counsel within whose Region the grantee operates its public transportation system.
- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the Recipient may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue all legal rights provided within any third party contract.
- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

## **Section 50. Amendments to the Project.**

The Recipient agrees that a change in Project circumstances causing an inconsistency with the terms of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement will require an amendment to the Grant Agreement or Cooperative Agreement for the Project signed by the original signatories or their authorized designees or successors. The Recipient agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or the Grant Agreement or Cooperative Agreement for the Project.

## **Section 51. FTA's Electronic Management System.**

- a. Recipient Use. Unless FTA permits otherwise in writing, the Recipient agrees to use FTA's electronic management system to submit information and reports to FTA. FTA, however, reserves the right to determine the extent to which the Recipient may use FTA's electronic management system to execute legal documents pertaining to FTA Projects.
- b. TEAM System Terminology. The Recipient and FTA agree that the terms used by FTA in its current Transportation Electronic Management (TEAM) system do not necessarily reflect, and are not intended to be treated as, the exclusive evidence of what the such matters as Project, its scope, activities, *etc* include, except to the extent FTA so states in writing. FTA reserves the

right to treat information other than that reflected in the TEAM system as determinative of what constitutes the “Project,” “Scope of the Project,” and “Project Activities.”

**Section 52. Information Obtained Through Internet Links.**

This Master Agreement may include electronic links to Federal laws, regulations, and directives. FTA does not guarantee the accuracy of information accessed through such links. Accordingly, the Recipient agrees that information obtained through any electronic link within this Master Agreement does not represent an official version of a Federal law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

**Section 53. Severability.**

If any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal laws or regulations.

# TEAM-Web User's Guide

The TEAM-Web User's Guide  
can be accessed at:

<http://ftateamweb.fta.dot.gov/fta-flash2b.html>.

## **NOTE:**

Only those with a TEAM-Web User ID and Password may access the TEAM-Web system.