

SUBRECIPIENT AGREEMENT

Subrecipient: City of Doral	Grant Number: FL-04-0148-00	
Address: 8300 NW 53 rd Street, Suite 100, Doral, FL 33166		
Project Description: Transit Circulator Project (E2010-BUSP-048)		
Project Activity Period: July 1, 2012 through November 30, 2013		
Estimated Project Amount:	\$ 437,500	SFRTA Action
Section 5309 :	\$ 350,000	Item No:
Local Match: (Toll Revenue Credits)	\$ 87,500 NA	Date:
Federal Grant No:	FL-04-0148-00	
CFDA No. :	20500	

AGREEMENT

THIS AGREEMENT is made and entered into by and between the South Florida Regional Transportation Authority (“SFRTA”) and the City of Doral (the “City”), each acting by and through its duly authorized officers.

WHEREAS:

1. SFRTA, acting in its role as the Miami Urbanized Area Designated Recipient, submitted an application to the Federal Transit Administration (FTA) for federal grant funds under the FTA’s Section 5309 Bus and Bus Facilities Earmark funds (E2010-BUSP-048), which included the City’s Earmark project as described herein.
2. The FTA’s Section 5309 is authorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5309.
3. The FTA’s Section 5309 Bus and Bus Facilities program provides capital assistance for new and replacement buses, related equipment, and facilities.
4. SFRTA received Section 5309 Earmark Funds from the FTA pursuant to grant number (FTA FL-04-0148-00.)

5. The City plans to create a Transit Circulator Program.
6. This Agreement is intended to memorialize the terms under which the City is to receive the FTA grant funds.

NOW, THEREFORE, SFRTA and the City agree as follows:

ARTICLE I. THE CITY WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS

- 1.01 Workscope.** The City agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (FTA Grant Application) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by the City and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work is not effective until the City receives written approval from SFRTA Project Manager.
- 1.02 Approved Budget.** The City agrees to complete the Workscope in accordance with the approved Budget specified on **Exhibit A**. The approved budget details the cost associated with each scope of work activity. Any request for re-budgeting in excess of twenty percent (20%) of the approved budget must be in writing and approved in writing by SFRTA Project Manager. Re-budgeting of project funds among the existing approved budget items of the Workscope are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the approved budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.
- 1.03 Material Representations.** The City agrees that all representations contained in its application for grant assistance are material representations of fact upon which SFRTA relied in awarding this grant and are incorporated by reference into this Agreement.

ARTICLE II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COST

- 2.01 Authorized Use of Grant and Matching Funds.** The City is only authorized to use the grant funds subject to this agreement for costs directly incurred for the performance of the Workscope during the Project Activity Period as specified in section 6.01, and in accordance with the Approved Budget.
- 2.02 Eligibility of costs.** All expenses are subject to FTA regulations including:
 - *FTA Master Agreement* (<http://www.fta.dot.gov/documents/18-Master.pdf>)
 - *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 (http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)

- *Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and other Non-Profit Organizations, 49 CFR Part 19* (if applicable)
- (http://www.access.gpo.gov/nara/cfr/waisidx_05/49cfr19_05.html)
- *Grant Management Requirements*, FTA Circular 5010.1D (http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)
- *Third Party Contracting Guidance*, FTA Circular 4220.1F, (http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) (See also paragraph 10.05)
- *Capital Investment Program Guidance and Application Instructions*, FTA Circular C 9300.1B (http://www.fta.dot.gov/laws/circulars/leg_reg_8642.html)

The City acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the City, from SFRTA.

ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT

- 3.01 Maximum Federal Grant Amount.** SFRTA awards to the recipient a grant of up to \$350,000 for the Workslope.

The City agrees to pay SFRTA a fee for the administration of these funds in the amount of 10% of the total amount awarded, or up to \$35,000. The fee will be subtracted from the total amount of funding available to the City.

SFRTA shall bear no responsibility for cost overruns that may be incurred by the City in performance of the Workslope. If it appears likely that additional funds will be needed to complete the Workslope, the parties will meet to discuss the possibility of amending this Agreement.

- 3.02 Subrecipient Match.** The City has an obligation under this Agreement to share in the costs of project by providing a local match from sources other than from FTA funds, i.e., not less than \$87,500 against the respective Maximum Grant Amounts. If the final expenses for the Workslope are less than the Estimated Project Amount, then local match shall be reduced by the pro-rata amount of the final Workslope amount as approved by the FTA. If the final expenses for the Workslope exceed the Estimated Project Amount, the City is responsible for providing the funds to cover the final costs and expenses.

- 3.03 Reimbursement.** Expenses will be reimbursed by SFRTA based on submission of an invoice from the City using form attached hereto as **Exhibit B**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A.** Copies of all receipts for expenses paid during the period; and

- B.** Disadvantaged Business Enterprise (DBE) report for each third-party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

The City shall submit any additional data and information requested by SFRTA to support the City reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon SFRTA review and approval of the City request, SFRTA will distribute to the City the approved reimbursement amount. SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. If SFRTA intends to deny a reimbursement request, it will first submit the disputed amount to the FTA for its determination as to the use of funds along with any supporting documentation provided by the City. The FTA's determination will be final. No reimbursement request will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in Article III. Distribution of any funds or approval of any report is not to be construed as SFRTA waiver of any City noncompliance with this Agreement.

- 3.04 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by SFRTA that the City has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by SFRTA, the City shall promptly repay such amounts to SFRTA. If the City disputes SFRTA's determination, SFRTA will submit the disputed amount to the FTA for its determination as to the use of funds along with any supporting documentation provided by the City. The FTA's determination will be final.
- 3.05 Reversion of Unexpended Grant Funds.** All funds granted by SFRTA under this Agreement that have not been expended for Workscope activities during the Project Activity Period shall revert to SFRTA.
- 3.06 Grant Contingent on Federal Funding.** The City acknowledges and agrees that SFRTA payment of funds under this Agreement is contingent on SFRTA receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of SFRTA FTA Grant, or otherwise fails to pay part of the cost or expense of the Workscope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. The City, its contractors, and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workscope covered by this Agreement in the event the FTA does not pay the same, and in all events, agrees to hold SFRTA harmless from those claims and from any claims arising out of this Agreement relating to funding. Notwithstanding any other provisions of the Agreement, in the event the FTA rescinds funding for the FTA Grant, SFRTA may immediately terminate this Agreement by written notice to the City.
- 3.07** The City and SFRTA acknowledge that if a decision is made to abandon use of the project's capital components before the end of their useful life, the assets or the equivalent monies of the assets will be returned to FTA.

ARTICLE IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

- 4.01 Documentation of Workscope Costs.** All costs charged to the Workscope, whether paid with grant funds or charged as the City match, if any, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, vouchers, evidencing in detail the nature and propriety of the charges.
- 4.02 Establishment and Maintenance of Workscope Information.** The City agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. The City shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Workscope information until the latest of:
- A. Six (6) years following the term of this Agreement; or
 - B. If any litigation claims, or audit is commenced during either such period, when all such litigation, claims or audits have resolved.
- 4.03 Audit.** The accounts and records of the parties relating to this Agreement shall be audited in the same manner as all other accounts and records of the City are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of SFRTA, the Legislative Auditor and or State Auditor, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The parties will provide facilities for such access and inspection.

ARTICLE V. REPORTING AND MONITORING REQUIREMENTS

- 5.01 Quarterly Milestone Progress Reports.** The City shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide the City with an electronic version of the milestone progress report that the City must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both SFRTA and the City must approve each quarterly milestone progress report. The Quarterly progress reports are due as follows:
- **January 15 for quarter October 1 – December 31**
 - **April 15 for quarter January 1 – March 31**
 - **July 15 for quarter April 1 – June 30**
 - **October 15 for quarter July 1 – September 30**
- 5.02 Final Reports.** Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, the City must submit a final progress report and a final financial status report of expenditures for the full Workscope that contains a final accounting of the grant matching expenditures. If outstanding claims related to work occurring

during the Project Activity Period still exist sixty (60) days following the end of the Project Activity Period, the submission of the Final Report shall automatically extend until all outstanding claims have been resolved. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.

- 5.03 Contents of Reports.** The City agrees to report completely and to provide SFRTA with any additional or follow-up information as may be requested by SFRTA.
- 5.04 DBE Reporting Requirements.** The City shall provide SFRTA with reports on all DBE activity (see section 10.05) for each third-party agreement in the form attached hereto as **Exhibit C** and based on the procurement process established for the City in the *FTA Master Agreement (18), Section 15 Procurement* (see Section 2.02 for web link).
- 5.05 Other Monitoring Activities.** To assist SFRTA in monitoring compliance with this Agreement, the City agrees to attend meetings as requested by SFRTA and to permit site visits by SFRTA staff, during business hours, upon reasonable notice. The City agrees to submit to SFRTA a copy of any promotional information regarding the Workscope disseminated by the City during the term of this Agreement.
- 5.06 Changed Conditions.** The City agrees to notify SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the City's ability to perform the Workscope in accordance with the terms of this Agreement.
- 5.07 Special Reporting Requirements.** SFRTA is required to report to the FTA regarding activities. Accordingly, the City agrees to provide SFRTA with any additional follow-up information reasonably requested by SFRTA in order to meet SFRTA reporting requirements. Specific reporting requirements are set forth in the *FTA Master Agreement (18), Section 8 Reporting, Record Retention and Access* (see section 2.02 for web link)..

ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

- 6.01 Project Activity Period.** The City agrees to complete all Workscope activities during the period from July 1, 2012 through November 30, 2013 (Project Activity Period). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.
- 6.02 Term.** The term of this Agreement shall extend from the effective date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.
- 6.03 Termination.** Termination of this Agreement by either party shall be governed by the provisions of the *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18* (see section 2.02 for web link).

- 6.04 Effect of Workscope Closeout or Termination.** The City agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on the City by this Agreement. Project closeout or termination of this Agreement does not alter the authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the City obligation to return any funds to SFRTA as a result of later refunds, corrections, or other transactions.

ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER

- 7.01 Contact Persons.** The authorized contact persons for receipts of notices, reports, invoices and approvals under this Agreement are the following:

SFRTA:

Carla D. McKeever
Grants Administrator
800 NW 33rd St.
Pompano Beach, FL 33064
954.788.7953
mckeeverc@sfrta.fl.gov

The City of Doral:

ATTN: City Manager
City of Doral
8300 NW 53rd Street
Suite 100
Doral, Florida 33166

ATTN: Public Works Director
City of Doral
8300 NW 53rd Street
Suite 200
Doral, Florida 33154

Or such other person as may be designated in writing for itself by either party.

- 7.02 SFRTA Project Manager.** For purposes of administration of the Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by SFRTA Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize SFRTA Project Manager to execute amendments to this Agreement on behalf of SFRTA.
- 7.03 City Project Manager.** For purposes of administration of this Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by the City, shall be the Project Manager. The City Project Manager shall coordinate Workscope activity with SFRTA Project Manager and complete the project manager training provided by SFRTA to ensure compliance with all federal requirements.

ARTICLE VIII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Part 18
(www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html)
- *Grant Management Requirements*, FTA Circular 5010.1D
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the City, from SFRTA.

The City acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent requirements shall govern the Agreement at any particular time.

ARTICLE IX. GENERAL CONDITIONS

- 9.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.
- 9.02 Assignment Prohibited.** The City shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of SFRTA. SFRTA may condition such consent on compliance by the City with terms and conditions specified by SFRTA.
- 9.03 Indemnification.** The City assumes liability for and agrees to defend, indemnify and hold harmless SFRTA, its officers, employees and agents from and against all losses, damages, expense, liability, claims, suits, or demands including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by the City or the City employees, agents or subcontractors.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

- 9.04 Workscope Data.** The City agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by the City. The City shall allow public access to all documents, records, reports or other material subject to the applicable provisions for Chapter 119, Florida Statutes, and made or received by the City in connection

with this Agreement. Failure of the City to grant such public access may be grounds for termination of the Agreement by SFRTA.

- 9.05 Nondiscrimination.** The City shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. The City agrees to not discriminate against employee, applicant for employment, or participant in the Workscope because of race, color, creed, religion, national origin, sex, marital status, disability, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- 9.06 Acknowledgement.** The City shall appropriately acknowledge the grant assistance made by SFRTA and the FTA under this agreement in any promotional materials, reports, and publications relating to the Workscope.
- 9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** The City agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. The City is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workscope.
- 9.08 Incorporation of Exhibits.** All Exhibits attached to this Agreement will be deemed incorporated into this Agreement.

ARTICLE X. GENERAL FEDERAL REQUIREMENTS

- 10.01 Federal Requirements.** The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this Article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article shall prevail. When performing work or expanding funds for Project activities, the City agrees to comply with all applicable terms and conditions referenced herein. **The City acknowledges that the federal requirements in this Article X are subject to change and agrees that the most recent requirements shall govern this Agreement at any particular time.**
- 10.02 Incorporation of Specific Federal Requirements.** Specifically, and without limitation, the City agrees to comply with the following federal requirements:
- *FTA Master Agreement (18)* (<http://www.fta.dot.gov/documents/18-Master.pdf>)
 - *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 (http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)
 - *Grant Management Requirements*, FTA Circular 5010.1D (http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)
 - *Third Party Contracting Guidance*, FTA Circular 4220.1F, (http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) (See also paragraph 10.05)

Debarment and Suspension. The City agrees to comply, and assures the compliance of each of the City, lessee, or third party contractor at any tier, with Executive Order Nos. 12549 and 12689, *Debarment and Suspension* 31 U.S.C. § 6101 note, and U.S. DOT regulations, *Government-wide Debarment and Suspension (Nonprocurement)*, 49 C.F.R. Part 29. The City agrees to and assures that its City, lessees, and third party contractors will review the *excluded Parties Listing System* at <http://epls.gov/> before entering into any third party subagreement, lease or third party contract [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction]. *See, 71 Fed. Reg. 62394, October 25, 2006.*

Integrity Certification. By signing this Agreement, the City certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. This certification is a material representation of fact upon which SFRTA relies in entering this Agreement. If it is later determined that the City knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The City shall provide to SFRTA immediate written notice if at any time the City learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certification of Restrictions on Lobbying Disclosure. The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The City certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the City for influencing or attempting 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement. The certification of this compliance (*Lobbying Restriction Certification*) submitted by the City in connection with this project is incorporated in, and made a part of, this Agreement.

The City further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the City in this Agreement, the City shall complete and submit to SFRTA, Standard Form-I,LL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

The City certifies that it will require that the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this Agreement, and that all subcontracts shall certify and disclose accordingly to the City. All certifications and disclosures shall be forwarded to SFRTA by the City.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by the City in connection with this project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which SFRTA relies when this contract is made.

10.03 Federal Certification and Assurances (C & A); Execution and Incorporation. The City agrees to comply with and to certify compliance with the current *Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C & A)* attached hereto and incorporated herein as **Exhibit D**. The City must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this Agreement. During the terms of this Agreement, the City shall annually execute the most current C & A document and provide the same to SFRTA.

10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference. The City agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, the City agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workslope activities.

- *FTA Master Agreement (18)* (<http://www.fta.dot.gov/documents/18-Master.pdf>)
- *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18)
www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html
- *Grant Management Requirements*, FTA Circular 5010.1D
(http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html)

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by the City, from SFRTA.

10.05 Compliance with Federal Procurement Requirement. The City will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of *Third Party Contracting Guidance*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement (see section 2.02 for web link). The City also shall comply with the following:

- A. Certification of the City Procurement System.** The City certifies that its procurement system complies with the standards described in the previous paragraph.
- B. SFRTA Approval of Contracts.** The City shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from SFRTA Project Manager.
- C. Inclusion of Provisions in Lower Tier Contracts.** The City agrees to include adequate provisions to ensure compliance with applicable federal requirements in each

lower tier third party contract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this Agreement.

D. Disadvantaged Business Enterprise Requirements. The City agrees to comply with the requirements of 49 C.F.R. Part 26 and SFRTA U.S. DOT approved Disadvantaged Business Enterprise (DBE) Requirements, which is attached to and incorporated into this Agreement as **Exhibit E**.

E. Department of Labor Certification. The terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 29, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

10.06 No Federal Obligation. This grant is financed by federal funds. However, payments to the City will be made by SFRTA. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. The City shall include this clause in any contracts or agreements under this Agreement.

10.07 Special Provisions. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the City is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The City is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(a) City-owned or City-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the City's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

ATTEST:

Barbara Herms
City Clerk

CITY OF DORAL

Date: 7/18/12
By: Yvonne Spruill

Approved as to Form and Legal Sufficiency:

[Signature]
City Attorney

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Date 8/14/12

By: [Signature]
Executive Director

Approved as to form:

[Signature]
SFRTA General Counsel

Approved by City of Doral on _____, 2012, Item # _____

EXHIBITS LIST

- | | |
|-----------|--|
| Exhibit A | FTA Grant Application - Workslope and Budget |
| Exhibit B | Expense Reimbursement Form |
| Exhibit C | DBE Monthly Subcontractor Utilization Report |
| Exhibit D | Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement |
| Exhibit E | SFRTA USDOT-Approved Disadvantaged Business Enterprise Requirements |

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	5454
Recipient Name:	TRANSPORTATION, FLORIDA DEPARTMENT OF - DBA: SOUTH FLORIDA REGIONAL TR
Project ID:	FL-04-0148-00
Budget Number:	1 - Budget Approved
Project Information:	Transit Circulator Project

Part 1: Recipient Information

Project Number:	FL-04-0148-00
Recipient ID:	5454
Recipient Name:	TRANSPORTATION, FLORIDA DEPARTMENT OF - DBA: SOUTH FLORIDA REGIONAL TR
Address:	800 NW 33rd Street Suite 100, POMPANO BEACH, FL 33064 2046
Telephone:	(954) 788-7953
Facsimile:	(954) 788-7963

Union Information

Recipient ID:	5454
Union Name:	UNITED TRANSPORTATION UNION
Address 1:	14600 DETROIT AVENUE
Address 2:	
City:	CLEVELAND, OH 44107 0000
Contact Name:	ROY ARNOLD
Telephone:	(216) 228-9400
Facsimile:	(216) 222-5755
E-mail:	c_mcgint@utu.org
Website:	www.utu.org

Recipient ID:	5454
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Union Name:	INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Address 1:	25 LOUISIANA AVENUE, NW
Address 2:	
City:	WASHINGTON , DC 20001 0000
Contact Name:	JAMES HOFFA
Telephone:	(202) 624-6800
Facsimile:	(202) 624-6918
E-mail:	feedback@teamsters.org
Website:	www.teamster.org

Recipient ID:	5454
Union Name:	TRANSPORT WORKERS UNION
Address 1:	1700 BROADWAY, 2ND STREET
Address 2:	
City:	NEW YORK, NY 10019 5905
Contact Name:	MICHAEL O'BRIEN
Telephone:	(212) 259-4900
Facsimile:	(212) 265-4537
E-mail:	mailbox@twu.org
Website:	www.twu.org

Recipient ID:	5454
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	5025 WISCONSIN AVENUE, NW
Address 2:	
City:	WASHINGTON , DC 20016 4139
Contact Name:	Leo Wetzel
Telephone:	(202) 537-1645
Facsimile:	(202) 244-7824
E-mail:	lw@atu.org
Website:	www.atu.org

Recipient ID:	5454
Union Name:	TRANSPORTATION-COMMUNICATIONS INTERNATIONAL UNION
Address 1:	3 RESEARCH PLACE
Address 2:	
City:	ROCKVILLE , MD 20850 0000

Contact Name:	ROBERT SCARDELLETTI
Telephone:	(301) 948-4910
Facsimile:	(301) 330-7662
E-mail:	scardellettib@tcunion.org
Website:	www.tcunion.org

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$437,500
Project Number:	FL-04-0148-00	Adjustment Amt:	\$0
Project Description:	Transit Circulator Project	Total Eligible Cost:	\$437,500
Recipient Type:	Other Governmental Organization	Total FTA Amt:	\$350,000
		Total State Amt:	\$0
FTA Project Mgr:	Maggie Sandberg 404.865.5612	Total Local Amt:	\$87,500
		Other Federal Amt:	\$0
Recipient Contact:	Carla D. McKeever 954.788.7953	Special Cond Amt:	\$0
New/Amendment:	New		
Amend Reason:	Initial Application	Special Condition:	None Specified
		S.C. Tgt. Date:	None Specified
Fed Dom Asst. #:	20500	S.C. Eff. Date:	None Specified
Sec. of Statute:	5309-2	Est. Oblig Date:	None Specified
State Appl. ID:	None Specified	Pre-Award Authority?:	No
Start/End Date:	Mar. 01, 2012 - Oct. 31, 2013	Fed. Debt Authority?:	No
Recvd. By State:	May. 01, 2012	Final Budget?:	No
EO 12372 Rev:	Not Applicable		
Review Date:	None Specified		
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jul. 12, 2011		
Program Page:	2153		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
120180	MIAMI, FL

Congressional Districts

State ID	District Code	District Official
12	16	Thomas J Rooney
12	17	Frederica Wilson
12	18	Ileana Ros-Lehtinen
12	19	Ted Deutch
12	20	Debbie Wasserman-Schul
12	21	Mario Diaz-Balart
12	22	Allen West
12	23	Alcee L. Hastings
12	25	David Rivera

Project Details

The South Florida Regional Transportation Authority (SFRTA/Tri-Rail) is applying for the FY 2010 Section 5309 Bus and Bus Facilities Earmark funds in the amount of \$350,000 (E2010-BUSP-048) on behalf of the City of Doral. The City of Doral will provide the local match from the City's General Fund. Please see attached budget information.

The project will include the procurement of one (1) new diesel engine trolley capable of utilizing B-20 biodiesel, installation of technological devices such as video cameras, automatic passenger counter and automatic vehicle location systems. In addition, the City will utilize the funds to construct six (6) bench pads and associated sidewalk for ADA accessibility and construction of seven (7) bus shelters and associated sidewalk for ADA accessibility.

The City of Doral and the SFRTA understands that if a decision to terminate the route before the end of the useful life of the trolley the asset or the equivalent monies of the assets will be returned to FTA. The SFRTA understands that as the grantee we are responsible for ensuring that the City of Doral trolley is ADA compliant and that complimentary paratransit services are provided. Miami Dade Transit provides Special Transportation Service (STS) which covers the City of Doral. STS is an ADA Paratransit service comparable to the Metrobus Service; therefore, it serves within a 3/4 of a mile corridor from a bus stop within the core area.

The SFRTA understands that even though the project ends in 2013, our responsibility to provide oversight does not. This information is stated in the subrecipient agreement between the SFRTA and the City of Doral.

Earmarks

Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
E2010-BUSP-048	City of Doral Transit Circul	\$350,000	\$350,000

Number of Earmarks: 1

Total Amount Applied: \$350,000

Date Sent for Release: 5/30/2012 2:25:59 PM

Date Released:

Security

No information found.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	1	\$179,000.00	\$232,500.00
<u>ACTIVITY</u>			
11.13.09 BUY TROLLEY BUS FOR EXPANSION	1	\$179,000.00	\$232,500.00
<u>SCOPE</u>			
113-00 BUS - STATION/STOPS/TERMINALS	13	\$136,000.00	\$170,000.00
<u>ACTIVITY</u>			
11.33.10 CONSTRUCT - BUS PASSENGER SHELTERS	7	\$112,000.00	\$140,000.00
11.33.20 CONSTRUCT - MISC BUS STATION EQUIPMENT	6	\$24,000.00	\$30,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$35,000.00	\$35,000.00
<u>ACTIVITY</u>			
11.79.00 PROJECT ADMINISTRATION	0	\$35,000.00	\$35,000.00
		Estimated Total Eligible Cost:	\$437,500.00
		Federal Share:	\$350,000.00
		Local Share:	\$87,500.00

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

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
120400	2010.25.04.31.2	00	2012	04	\$0.00	\$350,000.00	\$350,000.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$350,000.00
Total from all Funding Sources:							\$350,000.00

Alternative Fuel Codes

11.13.09	BUY TROLLEY BUS FOR EXPANSION	Biodiesel
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Extended Budget Descriptions

11.13.09	BUY TROLLEY BUS FOR EXPANSION	1	\$179,000.00	\$232,500.00
<p>One (1) new diesel engine trolley capable of utilizing biodiesel.</p> <p>The City of Doral and the SFRTA understands that if a decision to terminate the route before the end of the useful life of the trolley the asset or the equivalent monies of the assets will be returned to FTA.</p> <p>This line item has a useful life of 5 years.</p>				
11.33.10	CONSTRUCT - BUS PASSENGER SHELTERS	7	\$112,000.00	\$140,000.00
<p>Construction of six (7) new bus shelters and associated sidewalk for ADA accessibility.</p> <p>This line item has a useful life of 5 years</p>				
11.33.20	CONSTRUCT - MISC BUS STATION EQUIPMENT	6	\$24,000.00	\$30,000.00
<p>Construction of six (6) new bus bench pads and associated sidewalk for ADA accessibility.</p> <p>This line item has a useful life of 5 years</p>				
11.79.00	PROJECT ADMINISTRATION	0	\$35,000.00	\$35,000.00

The SFRTA will provide oversight, grant administration, planning and technical assistance to the sub-recipient, City of Doral.
 The SFRTA will administer the grant throughout the duration of the project from March 1, 2012 through October 31, 2013.

The SFRTA and the City of Doral understands that even though the project ends in 2012, our responsibility to provide oversight does not. This information is stated in the subrecipient agreement between the SFRTA and the City of Doral.

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.13.09 BUY TROLLEY BUS FOR EXPANSION 1 \$179,000 \$232,500

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Aug. 15, 2012
2.	CONTRACT AWARDED	Oct. 17, 2012
3.	FIRST VEHICLE DELIVERED	Jan. 15, 2013
4.	ALL VEHICLES DELIVERED	Jan. 15, 2013
5.	CONTRACT COMPLETE	Oct. 17, 2013

11.33.10 CONSTRUCT - BUS PASSENGER SHELTERS 7 \$112,000 \$140,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Aug. 15, 2012
2.	Contract Award	Oct. 17, 2012
3.	Contract Complete	Jan. 16, 2013

11.33.20 CONSTRUCT - MISC BUS STATION EQUIPMENT 6 \$24,000 \$30,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Aug. 15, 2012

2.	Contract Award	Oct. 17, 2012
3.	Contract Complete	Apr. 17, 2013

11.79.00 PROJECT ADMINISTRATION 0 \$35,000 \$35,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Program Initiated	Jan. 27, 2012
2.	Mid Year Review	Jun. 27, 2012
3.	Program Complete	Oct. 17, 2013

Part 5. Environmental Findings

117900 PROJECT ADMINISTRATION 0 \$35,000 \$35,000

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

111309 BUY TROLLEY BUS FOR EXPANSION 1 \$179,000 \$232,500

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.

113310 CONSTRUCT - BUS PASSENGER SHELTERS 7 \$112,000 \$140,000

Finding No. 1 - Class II(d)

113320 CONSTRUCT - MISC BUS
STATION EQUIPMENT

6

\$24,000

\$30,000

Finding No. 1 - Class II(c)

C08 - Install Shelters, fencing, & Amenities

Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.

Part 6: Fleet Status

Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	5	0	5
	B. Spares	0	1	1
	C. Total (A+B)	5	1	6
	D. Spare Ratio (B/A)	0.00%	0.00%	20.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	5	1	6

The City presently leases the trolley for route DT02, the City wants to replace it with an owned vehicle.

Part 7. FTA Comments

General Review

Comment Title:	New Comment
Comment By:	Dudley Whyte
Date Created:	Apr. 19, 2012
Date Updated:	None Specified
Ref Section:	Unknown

Comment	New Comment
---------	-------------

Title:	
Comment By:	Tajsha LaShore
Date Created:	Apr. 18, 2012
Date Updated:	Apr. 20, 2012
Ref Section:	Unknown
Comment:	<p>(1) Please provide justification for adding a trolley for expansion. The extended budget description states the City and SFRTA understand that if the route is stopped, the funding will be returned to FTA. Are there some issues with the current route? CLEARED - grantee states they were told to add that blurb by FTA for past projects.</p> <p>(2) Please add an extended budget description (EBD) for ALI 11.79.00. CLEARED</p> <p>(3) Please delete the project budget environmental finding. CLEARED</p> <p>(4) Fleet status - please complete the fleet chart to show/id the bus that will be added to the fleet for expansion. CLEARED</p> <p>(5) local match - the match at an 80/20 split for this application is \$87,500. However, the local match in the grant is \$78,750. Please provide the additional \$8,750 or provide a justification. CLEARED</p>

Conditions of Award

Comment Title:	DOL Certification
Comment By:	Erica Matos
Date Created:	May. 30, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 29, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Comments to DOL

Comment Title:	LAPSING FUNDS
Comment By:	Tajsha LaShore
Date Created:	Apr. 18, 2012

Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>Grantee is applying for the City of Doral; they will use the funds for a trolley purchase, construction of shelters, etc. and project administration - all capital.</p> <p>Please review at your earliest convenience.</p> <p>Grantee contact is Carla McKeever at 954-788-7953 or at mckeeverc@sfrta.fl.gov.</p>

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

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

**GRANT AGREEMENT
(FTA G-18, October 1, 2011)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, <http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: FL-04-0148-00

Grantee: TRANSPORTATION, FLORIDA DEPARTMENT OF - DBA: SOUTH FLORIDA REGIONAL TR

Citation of Statute(s) Authorizing Project: 49 USC 5309 - Bus and Bus Facilities (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$437,500

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$350,000

Amount of This FTA Award (in U.S. Dollars): \$350,000

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 5/29/2012

Project Description:

Transit Circulator Project

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 29, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Awarded By:
Tom Thomson
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
05/30/2012

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Joseph Giuliatti
Executive Director
TRANSPORTATION, FLORIDA DEPARTMENT OF - DBA: SOUTH FLORIDA REGIONAL TR
06/15/2012

FL-04-0148-00 Quarterly Narrative Report

Jan. 01, 2012 through Mar. 31, 2012

As Of Jun. 18, 2012

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

Project Number:	FL-04-0148-00
Recipient ID:	5454
Recipient Name:	TRANSPORTATION, FLORIDA DEPARTMENT OF - DBA: SOUTH FLORIDA REGIONAL TR
Address:	800 NW 33rd Street Suite 100, POMPANO BEACH, FL 33064 2046
Telephone:	(954) 788-7953
Facsimile:	(954) 788-7963

Part 2: Project Information

Project No:	FL-04-0148-00
Brief Desc:	Transit Circulator Project
FTA Project Mgr:	Maggie Sandberg 404.865.5612
Start/End Date:	Mar. 01, 2012 - Oct. 31, 2013
Gross Project Cost:	\$437,500
Adjustment Amt:	\$0
Total Eligible Cost:	\$437,500
Total FTA Amt:	\$350,000
Total State Amt:	\$0
Total Local Amt:	\$87,500
Other Federal Amt:	\$0

Part 3: Federal Financial Report

Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0

C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures(F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds (E - L)			\$0
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report

REIMBURSEMENT REQUEST

GRANTEE ADDRESS:

AGREEMENT #:

Request for Payment Date:

Request for Payment #: 1

Phone Number:

AGREEMENT AMOUNT:

COSTS INCURRED DURING THE PERIOD OF :

____ / ____ / ____ THROUGH ____ / ____ / ____

- | | | |
|--|----|-------|
| 1. SALARY AND BENEFITS | \$ | _____ |
| 2. OTHER PERSONAL/CONTRACTUAL SERVICES | \$ | _____ |
| 3. ADMINISTRATIVE EXPENSES | \$ | _____ |
| 4. EXPENSES | \$ | _____ |
| 5. OPERATING CAPITAL OUTLAY (OCO) | \$ | _____ |
| 6. FIXED CAPITAL OUTLAY (FCO) | \$ | _____ |
| 7. TOTAL EXPENDITURES | \$ | _____ |
| 8. TOTAL TO BE PAID ON THIS INVOICE | \$ | _____ |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed _____

Contract Manager or Financial Officer

TO BE COMPLETED BY SFRTA

AGREEMENT AMOUNT _____

PREVIOUS PAYMENT _____

THIS PAYMENT _____

REMAINING BALANCE _____

TOTAL AMOUNT TO BE PAID
ON THIS INVOICE

\$ _____

MONTHLY SUBCONTRACTOR UTILIZATION REPORT

1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period?
If yes, explain the arrangement, including a description of the equipment and the cost.

2.) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

3.) Did any of the DBE subcontractors subcontract any portion of its work to a non-DBE during the report period? If yes, explain fully.

4.) Has the scope of work or the subcontract amount for any of the DBE subcontractors changed since the last report? If yes, explain fully.

By signing this form, the person individually and on behalf of the Firm represents to the SFRTA that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: _____ TITLE: _____ DATE: _____

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MONTHLY EMPLOYEE UTILIZATION REPORT**

This report is required by Executive Order 11246, Sec. 203. Failure to report may result in contracts being canceled, terminated or suspended in whole or in part and the firm may be declared ineligible for further SFRTA federally funded contracts.

Reporting Period		Name, Address, & Telephone No. of Consultant or Vendor							
From _____									
To _____									
Contract # _____									
Classifications	Total No. of Employees	Total No. of Minority & Female Emp.	Black-Not of Hispanic Origin	Hispanic American	Asian or Pacific Islander	American Indian or Alaskan Native	Caucasian Female	Minority Percentage *	Female Percentage *
Company Official's Signature & Title						Date Signed		Page _____ of _____	

This item represents a percentage of the total number of hours worked on said contract for the reporting period.

Issued on: October 26, 2011.

Steve Pyburn,

Senior Transportation Engineer, Federal
Highway Administration, Sacramento,
California.

[FR Doc. 2011-28232 Filed 10-31-11; 8:45 am]

BILLING CODE 4910-22-P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Federal Fiscal Year 2012 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements

AGENCY: Federal Transit Administration,
DOT.

ACTION: Notice.

SUMMARY: The Federal Transit
Administration (FTA) has consolidated
and updated the various pre-award
Certifications and Assurances required
for its Federal transit assistance
(funding) programs in Federal fiscal
year (FY) 2012. We (FTA) are now
publishing them at Appendix A of this
Notice.

DATES: *Effective Date:* These FY 2012
Certifications and Assurances are
effective October 1, 2011, the first day
of FY 2012.

FOR FURTHER INFORMATION CONTACT: The
appropriate Regional or Metropolitan
Office listed in this Notice. For copies
of related documents and information,
see our Web site at [http://
www.fta.dot.gov](http://www.fta.dot.gov) or contact our 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, and New
Jersey; Telephone # (212) 668-2170.

Region 3: Philadelphia

States served: Delaware, Maryland,
Pennsylvania, Virginia, and West
Virginia; Telephone # (215) 656-7100.

Region 4: Atlanta

States served: Alabama, Florida,
Georgia, Kentucky, Mississippi, North
Carolina, South Carolina, Tennessee,
Territories served: Puerto Rico and the
U.S. Virgin Islands; Telephone # (404)
865-5600.

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,
New Mexico, Oklahoma, and Texas;
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, *Territories served:*
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.

Chicago Metropolitan Office

Area served: Chicago Metropolitan
Area; Telephone # (312) 886-1616.

Los Angeles Metropolitan Office

Area served: Los Angeles
Metropolitan Area; Telephone # (213)
202-3950.

Lower Manhattan Recovery Office

Area served: Lower Manhattan;
Telephone # (212) 668-1770.

New York Metropolitan Office

Area served: New York Metropolitan
Area; Telephone # (212) 668-2201.

Philadelphia Metropolitan Office

Area served: Philadelphia
Metropolitan Area; Telephone # (215)
656-7070.

Washington DC Metropolitan Office

Area served: Washington DC
Metropolitan Area; Telephone # (202)
219-3562/(202) 219-3565.

SUPPLEMENTARY INFORMATION: This
notice includes instructions on how to
submit the Certifications and
Assurances and highlights the changes
for FY 2012.

1. What are our responsibilities?

Several programs we administer
require new certifications and
assurances each fiscal year an Applicant
seeks funding. We have been
consolidating our list of Certifications
and Assurances into a single document
for annual publication in the **Federal**

Register since 1995, as required by 49
U.S.C. 5323(n). Ideally this list would be
published with our apportionment
notice showing our latest allocations of
our annual Department of
Transportation (U.S. DOT)
appropriations, FTA, however, is
publishing its FY 2012 Certifications
and Assurances now, although U.S.
DOT's full-year appropriations for our
FY 2012 have not been signed into law.
These FY 2012 Certifications and
Assurances supersede any Certifications
and Assurances published in an earlier
fiscal year or any that may have
appeared as illustrations in any
discontinued FTA circular. After
publication in the **Federal Register**, we
must be sure that each Applicant has
submitted adequate FY 2012
Certifications and Assurances before we
may award funding to support that
request.

2. What is their legal effect?

a. *Binding Commitment.* An
Applicant typically acts through its
certified or authorized representative
(You). Nevertheless, your Applicant will
be required to comply with any
certifications or assurances you make on
its behalf whether or not you remain the
Applicant's authorized representative.
Certifications and Assurances are pre-
award representations required by
Federal law or regulation before we can
provide funding for your Applicant's
project. By providing Certifications and
Assurances to FTA, you and your
Applicant are agreeing to comply with
their terms.

b. *Length of Commitment.* Your
Applicant's FY 2012 Certifications and
Assurances remain in effect until its
project is closed or the project
property's useful life has expired,
whichever is later. If your Applicant
provides different Certifications and
Assurances in a later fiscal year, the
later Certifications and Assurances will
apply to its project, except as we permit
otherwise in writing.

c. *Duration.* Your Applicant may use
its FY 2012 Certifications and
Assurances for its funding applications
to us from the time of publication in the
Federal Register until we issue our FY
2013 Certifications and Assurances.

d. *Our FY 2012 Certifications and
Assurances are an Incomplete List of
Federal Requirements.* We caution that
our FY 2012 Certifications and
Assurances focus only on those Federal
requirements the Applicant must fulfill
before we may fund its project.
Consequently, they omit many other
Federal requirements that will apply to
your Applicant and its project.

e. *Other Federal Requirements.* We strongly encourage you to review all Federal legislation, regulations, and directives that apply to your Applicant and its proposed project. Our FY 2012 Master Agreement, <http://www.fta.dot.gov/documents/18-Master.pdf>, identifies many of those requirements.

f. *Penalties for False or Fraudulent Statements.* If you or your Applicant provide any false or fraudulent statement to the Federal government, you or your Applicant may be subject to both Federal civil and criminal penalties. See:

(1) Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.*,

(2) U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, and

(3) 49 U.S.C. 5323(l), which makes Federal criminal penalties available for violations of our requirements.

3. What are your responsibilities?

a. *Make Sure Everyone Involved with Your Applicant's Project Understands the Federal Requirements that Will Apply to Your Applicant and its Project.* Your Applicant will be responsible for compliance with all Federal requirements that apply to itself and its project. Nevertheless, people and organizations participating in its project can seriously affect your Applicant's ability to comply with those Federal requirements. All involved need to know those Federal requirements that affect their project related activities.

b. *Subrecipient Participation.* The Applicant is ultimately responsible for compliance with all Certifications and Assurances that you select on its behalf even though its project may mainly be carried out by subrecipients, except in limited circumstances when we have determined otherwise. Therefore, we strongly recommend that you take appropriate measures to assure the validity of your Applicant's certifications and assurances.

c. *Submit Your Applicant's Certifications and Assurances.* You must submit all groups of the FY 2012 Certifications and Assurances that apply to your Applicant and its projects for which it seeks funding in FY 2012, irrespective of the statutory source of the funding. For your convenience, we recommend that you submit all 24 groups. Those that do not apply to your Applicant or its project will not be enforced.

d. *Obtain the Affirmation of Your Applicant's Attorney.* You must obtain a current (FY 2012) affirmation from your Applicant's Attorney that your

Applicant has sufficient authority under its State and local law to certify its compliance with the FY 2012

Certifications and Assurances you have selected on its behalf. Your Applicant's Attorney must sign this affirmation during FY 2012. An Affirmation of your Applicant's Attorney from a previous fiscal year is unacceptable, unless we expressly determine otherwise in writing.

e. *When to Submit.* We expect to receive your Applicant's FY 2012 Certifications and Assurances within 90 days from the date of this publication or shortly after you submit your Applicant's request for FY 2012 funding (whichever is earlier) if your Applicant is applying for formula or capital program funding, or is a current FTA grantee with an active formula or capital project. If your Applicant also seeks funding for other projects, we should receive its FY 2012 Certifications and Assurances as soon as possible.

4. Where are your applicant's FY 2012 certifications and assurances?

a. Appendix A of this Notice;

b. Our Web site <http://www.fta.dot.gov/documents/2012-Certs-Appendix.A.pdf>; and

c. TEAM-Web, our electronic award and management system, <http://fteamweb.fta.dot.gov>, at the "Cert's & Assurances" tab of the "View/Modify Recipients" page in the "Recipients" option.

5. What changes have been made since FY 2011?

a. *Preface.* We have amended the third paragraph of the Preface to identify the Web site for our FY 2012 Master Agreement <http://www.fta.dot.gov/documents/18-Master.pdf>.

b. *Certification (02).* We have amended the applicability of Certification (02) to clarify that the lobbying certification does not apply to an Indian tribe, tribal organization, or other Indian organization for consistency with the applicability provision of the "Byrd" lobbying amendment at 31 U.S.C. 1352(g)(1)(B).

c. *Authority Section of this Preamble.* We have added references to the Hiring Incentives to Restore Employment Act, Public Law 111-147, March 18, 2010, the Surface Transportation Extension Act of 2011, Public Law 112-5, March 4, 2011, and the Surface and Air Transportation Programs Extension Act of 2011, Public Law 112-30, September 16, 2011. Together, these Acts extended the effective date of FTA's authorizing legislation through March 31, 2012.

6. How do I submit them?

a. Electronic Submission

We expect you to submit your Applicant's FY 2012 Certifications and Assurances in TEAM-Web. If you are registered in TEAM-Web to act on your Applicant's behalf, you must submit its Certifications and Assurances, as well as its applications in TEAM-Web.

The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the 24 groups of certifications and assurances and a designated field for selecting all 24 groups.

In the "Cert's & Assurances" tab is a field for you to enter your personal identification number (PIN), which is your electronic signature. There is also a field for the Attorney's PIN, affirming your Applicant's legal authority to make and comply with the Certifications and Assurances you have selected on your Applicant's behalf. You may enter your PIN in place of the Attorney's PIN, provided that your Applicant has on file a similar affirmation written, dated, and signed by its Attorney in FY 2012.

b. Paper Submission

You may only submit your Applicant's FY 2012 Certifications and Assurances on paper if you cannot submit them electronically in TEAM-Web. You must submit the Signature Page(s) in Appendix A of this Notice indicating the groups of Certifications and Assurances your Applicant is providing if you cannot submit them electronically. You may place a single mark in the designated space to signify your Applicant's agreement to comply with all groups of certifications and assurances or select the groups of certifications and assurances that apply to the Applicant and its projects.

You must enter your signature on the Signature Page(s) and provide an Affirmation of your Applicant's Attorney concerning your Applicant's legal capacity to make and comply with the FY 2012 Certifications and Assurances selected. You may enter your signature in place of the Attorney's signature in the Affirmation of Applicant's Attorney section, provided that your Applicant has on file a similar affirmation, written, dated, and signed by its Attorney in FY 2012.

For more information, you may contact the appropriate FTA Regional or Metropolitan Office.

Authority. 49 U.S.C. chapter 53; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, as amended by the

SAFETEA-LU Technical Corrections Act, 2008, Public Law 110-244, June 6, 2008; the Hiring Incentives to Restore Employment Act, Public Law 111-147, March 18, 2010; the Surface Transportation Extension Act of 2011, Public Law 112-5, March 4, 2011; the Surface and Air Transportation Programs Extension Act of 2011, Public Law 112-30, September 16, 2011; Title 23, United States Code (Highways); other Federal laws administered by FTA; U.S. DOT and FTA regulations at Title 49, Code of Federal Regulations; and FTA Circulars.

Issued in Washington, DC, this 26th day of October, 2011.

Peter M. Rogoff,
Administrator.

**FEDERAL FISCAL YEAR 2012
CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT
ADMINISTRATION ASSISTANCE
PROGRAMS**

PREFACE

Before the Federal Transit Administration (FTA or We) may award Federal transit assistance (funding or funds) to support a project, an authorized representative (you) of the project sponsor (Applicant) must provide certain certifications and assurances required by Federal law or regulation. You must provide all certifications and assurances required of your Applicant to support its applications for FTA funding during Federal fiscal year (FY) 2012.

We request that you read each certification and assurance carefully and select all certifications and assurances that might apply to all projects for which your Applicant might seek FTA funding. We can award FTA funding for your Applicant's project only if your Applicant provides adequate certifications and assurances on your Applicant's behalf as required by Federal law or regulation.

We have consolidated our certifications and assurances into 24 groups. At a minimum, you must provide the assurances in Group 01. If your Applicant requests more than \$100,000, you must also provide the Lobbying certification in Group 02, unless your Applicant is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its project, your Applicant may need to provide some of the certifications and assurances in Groups 03 through 24. However, instead of selecting individual groups of certifications and assurances, you may make a single selection that will encompass all groups of certifications and assurances applicable to all our programs. FTA and your Applicant understand and agree that not every

provision of these certifications and assurances will apply to every Applicant or every project we fund. The type of project and Applicant will determine which certifications and assurances apply.

Your Applicant also understands and agrees that these certifications and assurances are special pre-award requirements and do not include all Federal requirements that may apply to your Applicant or its project. Our Master Agreement MA(18) for Federal Fiscal Year 2012, <http://www.fta.dot.gov/documents/18-Master.pdf>, contains a list of most of those requirements.

Except in limited circumstances, your Applicant is ultimately responsible for compliance with the certifications and assurances that apply to itself or its project irrespective of subrecipient participation in the project. Because many FY 2012 certifications and assurances will require subrecipient compliance, we strongly recommend that you take appropriate measures to assure the validity of your Applicant's certifications and assurances. Your Applicant understands and agrees that when you apply for funding on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances you select on your Applicant's behalf.

We expect you to submit your Applicant's FY 2012 certifications and assurances in TEAM-Web, and its applications for funding as well. Thus you will need to be registered in TEAM-Web to act on your Applicant's behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the 24 groups of certifications and assurances and a designated field for selecting all 24 groups. If you cannot submit your Applicant's FY 2012 certifications and assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice marked to show the groups of certifications and assurances your Applicant is providing.

GROUP 01. ASSURANCES REQUIRED FOR EACH APPLICANT

You must select the following assurances in Group 01 on behalf of your Applicant unless we expressly determine otherwise in writing.

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

Both you and the Applicant's attorney who sign these certifications, assurances, and agreements, affirm that

both the Applicant and you as its authorized representative may, under their State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules, undertake the following activities on behalf of the Applicant:

1. Execute and file its application for Federal funds,
2. Execute and file its certifications, assurances, and agreements binding its compliance, and
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA.

B. Standard Assurances.

The Applicant assures that:

1. It has sufficient authority under its State, local, or Indian tribal law, regulations by-laws and internal rules to carry out each FTA funded project as required by Federal laws and regulations,
2. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded project,
3. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for the project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to Grant Agreement or Cooperative Agreement,
4. It recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation,
5. It 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, and
6. It agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA determines otherwise in writing.

C. Intergovernmental Review Assurance.

This assurance does not apply to Indian tribe or organization or a tribal organization that applies for funding under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

The Applicant assures that it has or will submit each Federal funding application to the appropriate State and local agencies for intergovernmental review to facilitate compliance with 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.

1. The Applicant assures that it will comply with the following laws and

regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age:

a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),

b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and

c. 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.

2. As required by 49 CFR 21.7, the Applicant assures that:

a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:

(1) It conducts each project,
(2) It undertakes property acquisitions, and
(3) It operates the project facilities, including:

(a) Its entire facilities, and
(b) Its facilities operated in connection with its project,

b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,

c. It will promptly take the necessary actions to carry out this assurance, including:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,

d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the Federal funding is extended,

(2) While the property is used for another purpose involving the provision of similar services or benefits,

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) This assurance.

f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. 5332,

g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:

(1) Any subrecipient,

(2) Any transferee,

(3) Any third party contractor or subcontractor at any tier,

(4) Any successor in interest,

(5) Any lessee, or

(6) Any other participant in the project,

h. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:

(1) Each subagreement,

(2) Each property transfer agreement,

(3) Each third party contract or subcontract at any tier,

(4) Each lease, or

(5) Each participation agreement,

i. The assurances it has made will remain in effect for the longest of the following:

(1) As long as Federal funding is extended to the project,

(2) As long as the Project property is used for a purpose for which the Federal funding is extended,

(3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or

(4) As long as the Applicant retains ownership or possession of the project property.

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

1. The Applicant assures that it and its project implementation and operations will comply with all applicable requirements of:

a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,

b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.,

c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and

d. Any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated,

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

part 27, specifically 49 CFR 27.9, the Applicant assures that:

a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA funding awarded to:

(1) Construct any facility,

(2) Obtain any rolling stock or other equipment,

(3) Undertake studies,

(4) Conduct research, or

(5) Participate in or obtain any benefit from any FTA administered program,

b. In any program or activity receiving or benefiting from Federal funding FTA or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:

(1) Excluded from participation,

(2) Denied benefits, or

(3) Otherwise subjected to discrimination.

F. *Suspension and Debarment.*

1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180, permit certifications to assure the Applicant acknowledges that:

2. The Applicant certifies to the best of its knowledge and belief that, it, its principals, and first tier subrecipients:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

(1) Debarred,

(2) Suspended,

(3) Proposed for debarment,

(4) Declared ineligible, or

(5) Voluntarily excluded, or

(6) Disqualified,

b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,

(2) Violation of any Federal or State antitrust statute, or

(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State,

or local) with commission of any of the offenses listed in the preceding Section 2.b of this certification,

d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification,

e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs (1) through (4) above, and

f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official,

g. Will require that each covered lower tier contractor and subcontractor:

(1) Comply with the Federal requirements of 2 CFR part 1200 and 2 CFR part 180, and

(2) Assure that each lower tier participant in the Project is not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in the federally funded project,
- (b) Suspended from participation in the federally funded project,
- (c) Proposed for debarment from participation in the federally funded project,
- (d) Declared ineligible to participate in the federally funded project,
- (e) Voluntarily excluded from participation in the federally funded project, or
- (f) Disqualified from participation in the federally funded Project.

3. The Applicant will provide a written explanation indicated on its Signature Page or a page attached in FTA's TEAM if it or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the preceding statements in this certification.

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

(These assurances are consistent with U.S. OMB assurances required in SF-424B and SF-424D.)

1. *Administrative Activities.* The Applicant assures that:

a. For every project described in any application it submits, it has adequate resources to properly plan, manage, and complete the project, including:

- (1) The legal authority to apply for Federal funding, and
- (2) The institutional capability,
- (3) The managerial capability, and

(4) The financial capability (including funds sufficient to pay the non-Federal share of project cost).

b. It will give access and the right to examine project-related materials, including but not limited to:

- (1) FTA,
- (2) The Comptroller General of the United States, and,

(3) If appropriate, the State, through any authorized representative,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

d. It will establish safeguards to prohibit employees from using their positions for a purpose that:

- (1) Results in a personal or organizational conflict of interest, or personal gain, or
- (2) Presents the appearance of a personal or organizational conflict of interest or personal gain.

2. *Project Specifics.* The Applicant assures that:

a. Following receipt of FTA award, it will begin and complete Project work within the applicable time periods,

b. For FTA funded construction projects:

(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications

(2) It will to the extent practicable provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,

(3) It will include a covenant in the title of federally funded real property acquired to assure nondiscrimination during the useful life of the project,

(4) To the extent FTA requires, it will record the Federal interest in the title to FTA assisted real property or interests in real property, and

(5) To the extent practicable, without permission and instructions from FTA, it will not alter the site of the FTA funded construction project or facilities by:

(a) Disposing of the underlying real property or other interest in the site and facilities,

(b) Modifying the use of the underlying real property or other interest in the site and facilities, or

(c) Changing the terms of the underlying real property title or other interest in the site and facilities.

c. It will furnish progress reports and other information as FTA or the State may require.

3. *Statutory and Regulatory requirements.* The Applicant assures that:

a. It will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to the:

(1) Prohibitions against discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) Prohibitions against discrimination on the basis of sex of: (a) Title IX of the Education

Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,

(3) Prohibitions against discrimination on the basis of age in federally assisted programs of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107,

(4) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability,

(5) Prohibitions against discrimination on the basis of disability of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,

(6) Nondiscrimination requirements relating to the sale, rental, or financing of housing of Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,

(7) Prohibitions against discrimination on the basis of drug abuse of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,

(8) Prohibitions against discrimination on the basis of alcohol abuse of the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,

(9) Confidentiality requirements for the records of alcohol and drug abuse patients of the Public Health Service Act, as amended, 42 U.S.C. 290dd-290dd-2, and

(10) Nondiscrimination provisions of any other statute(s) that may apply to the project,

b. Regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, it will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally assisted programs, and:

(1) It has the necessary legal authority under State and local law to comply with:

- (a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42

U.S.C. 4601 et seq., as specified by sections 210 and 305 of that Act, 42 U.S.C. 4630 and 4655, respectively, and

(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4.

(2) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations including but not limited to doing the following:

(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.

(b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, it will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded project, of:

1 Families and individuals,

2 Partnerships, corporations, or associations,

(c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in to the U.S. DOT regulations to such displaced:

1 Families and individuals,

2 Partnerships, corporations, or associations,

(d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement it will make available comparable replacement dwellings to families and individuals,

(e) It will:

1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and

2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

(f) It will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,

(h) It will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding, and

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances, and

(j) It will incorporate these assurances by reference into and make them a part

of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded project involving relocation or land acquisition, and

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. To the extent practicable, it 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,

d. It will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

(1) The National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and

(2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,

e. It will, to the extent practicable, comply with the labor standards and protections for federally funded projects of:

(1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq.,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively,

(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq.,

f. It will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders, including but not limited to the following:

(1) It will comply with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321-4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,

(2) It will comply with notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note,

(3) It will comply with protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note,

(4) It will comply with evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) It will comply with an 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. 1451-1465,

(6) It will comply with 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. 7401-7671q,

(7) It will comply with protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6,

(8) It will comply with protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531-1544, and

(9) It will comply with 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),

(10) It will comply with 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. 1271-1287, and

(11) It will comply with and facilitate compliance with

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469-469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent practicable, it will comply with Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding of:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and

(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,

h. To the extent practicable, before accepting delivery of any FTA funded building it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d),

i. To the extent practicable, it and its subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:

(1) Participating in the Federal flood insurance program,

(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,

j. To the extent practicable, it will comply with:

(1) The Hatch Act, 5 U.S.C. 1501–1508, 7324–7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement, and

(2) 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding to whom the Hatch Act does not otherwise apply,

k. It will have performed the financial and compliance audits as required by:

(1) The Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,

(2) U.S. OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and

(3) The most recent applicable U.S. OMB A–133 Compliance Supplement provisions for the U.S. DOT, and

l. It will, to the extent practicable, comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING CERTIFICATION

You must select the following certifications in Group 02 if you apply on behalf of your Applicant for a Federal grant or cooperative agreement exceeding \$100,000, or a loan (including a line of credit), loan guarantee, or loan insurance exceeding \$150,000, except if you are applying on behalf of an Indian tribe, tribal organization, or other Indian organization or if we determine otherwise in writing.

As required by 31 U.S.C. 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR 20.110, you and your Applicant understand that:

a. The lobbying restrictions of your certification apply to your Applicant’s requests for:

(1) \$100,000 or more in Federal funding for a grant or cooperative agreement, and

(2) \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee,

b. Its certification covers the lobbying activities of:

(1) It,

(2) Its principals, and

(3) Its first tier subrecipients:

Therefore, on behalf of your Applicant, you certify to the best of your knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid by or on its behalf to any person:

a. To influence or attempt to influence:

(1) An officer or employee of any Federal agency,

(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress,

b. Regarding the award of a:

(1) Federal grant or cooperative agreement, or

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

2. It will submit a complete OMB Standard Form-LLL, “Disclosure of Lobbying Activities (Rev. 7–97),” in accordance with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person:

a. To influence or attempt to influence:

(1) An officer or employee of any Federal agency,

(2) A Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress, or

b. Regarding any application for a:

(1) Federal grant or cooperative agreement,

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

3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to:

a. Subcontracts,

b. Subgrants,

c. Subagreements, and

d. Third party contracts under a:

(1) Federal grant or cooperative agreement, or

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

4. It understands that:

a. This certification is a material representation of fact that the Federal Government relies on, and

b. It must submit this certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:

(1) Federal grant or cooperative agreement, or

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

5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GROUP 03. PROCUREMENT COMPLIANCE

We request that you provide the following procurement certification, on behalf of your Applicant by selecting Group 03, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

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

GROUP 04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

You must select the following certifications in Group 04 on behalf of your Applicant if it is a State, local, or Indian tribal government and you are applying for or will apply for 49 U.S.C. chapter 53 funding to:

- *Acquire property of a private transit operator, or*

- *Operate public transit in competition with or in addition to a private transit provider.*

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

1. Before it:

a. Acquires the property or an interest in the property of a private provider of public transportation, or

b. Operates public transportation equipment or facilities:

(1) In competition with transportation service provided by an existing public transportation company, or

(2) In addition to transportation service provided by an existing public transportation company,

2. It has or will have:

a. Determined that the funding 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.

GROUP 05. PUBLIC HEARING

You must select the following certifications in Group 05 on behalf of your Applicant if you apply for 49 U.S.C. chapter 53 funding for a capital project that will substantially affect a community or its transit service.

As required by 49 U.S.C. 5323(b), the Applicant certifies that:

1. Before submitting an application for a capital project that:

a. Will substantially affect:

- (1) A community, or
- (2) The public transportation service of a community, and

b. Also will affect:

- (1) Significant economic interests,
- (2) Significant social interests, or
- (3) Significant environmental

interests,

It will:

(1) Provide an adequate opportunity for public review and comment on the project, after giving notice that:

(a) Includes a concise description of the proposed project; and

(b) Has been published in a newspaper of general circulation in the geographic area the project.

(2) Hold a public hearing on the project if the project affects:

- (a) Significant economic interests,
- (b) Significant social interests, or
- (c) Significant environmental

interests,

2. It will have considered the economic, social, and environmental effects of the project, and

3. It will have determined that the project is consistent with official plans for developing the community.

GROUP 06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

You must select the following certification on behalf of your Applicant in Group 06 if you apply for 49 U.S.C. chapter 53 funding to acquire any rolling stock for use in revenue service.

The Applicant certifies that in procuring revenue service rolling stock, it will comply with:

1. Federal transit law, specifically 49 U.S.C. 5323(m),

2. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, specifically 49 CFR 663.7, as modified by amendments authorized by section 3023(k) of SAFETEA-LU, including the requirements to:

a. Conduct or cause to be conducted the required preaward and post delivery reviews, and

b. Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

GROUP 07. ACQUISITION OF CAPITAL ASSETS BY LEASE

You must select the following certifications in Group 07 if you apply on behalf of your Applicant for 49 U.S.C. chapter 53 funding to acquire capital assets by lease.

As required by FTA regulations, "Capital Leases," 49 CFR part 639,

specifically 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal funding authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

1. It will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:

a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and

b. It completes these calculations before the later of:

- (1) Entering into the lease, or
- (2) Receiving a capital grant for the asset, and

2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 08. BUS TESTING

You must select the following certification in Group 08 if you apply on behalf of your Applicant for 49 U.S.C. chapter 53 funding to acquire any new or newly configured bus or a bus with new major components.

The Applicant certifies that:

1. It will comply with Federal transit law, specifically 49 U.S.C. 5318,

2. FTA regulations, "Bus Testing," 49 CFR part 665, specifically 49 CFR 665.7, requires that

a. Before:

(1) Spending any Federal funds to acquire:

- (a) The first bus of any new bus model,
- (b) The first bus with a new major change in configuration or components, or

(2) Authorizing final acceptance of a new bus model or a bus model with a major change in components or configuration:

b. It will:

(1) Ensure that the bus model has been tested at FTA's bus testing facility, and

(2) Have received a copy of the test report prepared on the bus model.

GROUP 09. CHARTER SERVICE AGREEMENT

You must enter in the Charter Service Agreement in Group 09 on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter

Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant understands and agrees that:

1. Except in certain circumstances described in its regulations, FTA's "Charter Service" regulations restrict transportation by charter service using facilities and equipment acquired by FTA for transportation projects with Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142.

2. FTA's charter service restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142.

c. A third party participant includes a:

(1) Subrecipient at any tier,

(2) Lessee,

(3) Third party contractor or subcontractor at any tier, and

(4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in charter service operations, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),

b. FTA regulations, "Charter Service," 49 C.F.R. Part 604,

c. Any other Federal Charter Service regulations, or

d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual

Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA

funding.

5. The Applicant agrees that:

a. FTA may require corrective measures or impose remedies on it or any subrecipient that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(1) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or

(2) Otherwise violating the Applicant's Charter Service Agreement it has elected in its latest annual

Certifications and Assurances.

b. These corrective measures and remedies may include:

(1) Barring it or any third party participant operating public

transportation under the Project that has provided prohibited charter service from receiving FTA funds, or

(2) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations.

GROUP 10. SCHOOL TRANSPORTATION AGREEMENT

You must enter in the School Transportation Agreement in Group 10 on behalf of your Applicant if you apply for funding to acquire or operate transit facilities and equipment, unless your Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant understands and agrees that:

1. FTA's "School Bus Operations" regulations restrict school bus service as defined in the FTA regulations using facilities and equipment acquired with Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

2. FTA's school bus operations restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

c. A third party participant includes

a: (1) Subrecipient at any tier,
(2) Lessee,

(3) Third party contractor or subcontractor at any tier, and

(4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in school transportation operations in competition with private operators of school transportation, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),

b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),

c. Any other Federal School Transportation regulations, or

d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest School Transportation Agreement it has selected in its latest annual Certifications and Assurances is

incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

5. The Applicant agrees that FTA will bar the Applicant or any third party participant that has violated this School Transportation Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

GROUP 11. DEMAND RESPONSIVE SERVICE

You must select the following certification in Group 11 on behalf of your Applicant if your Applicant operates demand responsive service and you apply for 49 U.S.C. chapter 53 funding to acquire non rail transit vehicles.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), the Applicant certifies that:

1. The following public transportation services it offers are equivalent in level and quality of service:

a. Its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs,

b. Its service offered to individuals without disabilities,

2. Viewed in its entirety, the Applicant's service for individuals with disabilities is:

a. Provided in the most integrated setting feasible, and

b. Equivalent to the service it offers individuals without disabilities with respect to:

(1) Response time,

(2) Fares,

(3) Geographic service area,

(4) Hours and days of service,

(5) Restrictions on trip purpose,

(6) Availability of information and reservation capability, and

(7) Constraints on capacity or service availability.

GROUP 12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

You must select the following certification in Group 12 on behalf of your Applicant if FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, require your Applicant to provide a certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.

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

1. Has established and implemented:

a. An alcohol misuse program and

b. An anti-drug program, and

2. Has complied with or will comply with all applicable requirements of this part.

You must select the following certification in Group 13 if the your Applicant intends to reimburse interest or other financing costs with Urbanized Area Formula Program, Capital Investment Program, or Paul S. Sarbanes Transit in Parks Program funding.

The Applicant certifies that:

1. It will not seek reimbursement for interest or other financing costs:

a. Unless it is eligible to receive Federal funding for those costs,

b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and

2. It will comply with:

a. Urbanized Area Formula Program interest provisions of 49 U.S.C. 5307(g)(3),

b. Capital Investment Program provisions of 49 U.S.C.

5309(g)(2)(B)(iii),

c. Capital Investment Program provisions of 49 U.S.C.

5309(g)(3)(B)(iii),

d. Capital Investment Program provisions of 49 U.S.C. 5309(i)(2)(C), and

e. Paul S. Sarbanes Transit in Parks Program provisions of 49 U.S.C. 5320(h)(2)(C).

GROUP 14. INTELLIGENT TRANSPORTATION SYSTEMS

Select the following assurance in Group 14 if you apply on behalf of your Applicant for an Intelligent Transportation Systems (ITS) project or a project in support of an ITS project. An Applicant for ITS project funding that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be ineligible for award of Federal funding for that 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." The Applicant assures that:

1. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note:

a. "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, [will] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]."

b. ITS standards will not apply if it obtains an exception to subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note.

2. It will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region, if supported with Federal funding not derived from:

- a. Title 49, United States Code, or
- b. Title 23, United States Code.

3. To facilitate compliance with subsection 5307(c) of 23 U.S.C. 512 note, except as the Federal Government determines otherwise in writing, the Applicant assures that it will comply with:

a. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, specifically:

(1) Applicable provisions of Section V (Regional ITS Architecture, and

(2) Section VI (Project Implementation), and

b. 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.

GROUP 15. URBANIZED AREA FORMULA PROGRAM

You must select the following certifications and assurances in Group 15 if you apply on behalf of your Applicant for Urbanized Area Formula Program funding, 49 U.S.C. 5307. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant 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 it has made.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to spend at least one (1) percent of its Urbanized Area

Formula Program funding for public transportation security projects, unless it has certified that such expenses are not necessary. Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM-Web.

We may not award Urbanized Area Formula Program funding to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to spend one (1) percent of its Urbanized Area Formula Program funding for eligible transit enhancements unless its quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the required list or sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of Urbanized Area Program funding made available to them for transit enhancement projects or have included the same information in a separate report attached in TEAM-Web.

The following certifications apply to each Applicant for funding under the Urbanized Area Formula Program authorized under 49 U.S.C. 5307. The Applicant certifies that:

1. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

- a. Legal capacity to carry out its proposed projects,
- b. Financial capacity to carry out its proposed projects,
- c. Technical capacity to carry out its proposed projects,
- d. Safety aspects of its proposed projects, and
- e. Security aspects of its proposed projects,

2. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

3. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

4. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5307:

- a. Elderly individuals,
- b. Individuals with disabilities, or
- c. Individuals 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.*),

5. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5307, it will:

- a. Use competitive procurement (as defined or approved by FTA).
- b. Not use exclusionary or discriminatory specifications in its procurements,
- c. Comply with applicable Buy America laws, and
- d. Comply with the:

- (1) General provisions for FTA programs of 49 U.S.C. 5323, and
- (2) Third party procurement requirements of 49 U.S.C. 5325,

6. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:

- a. Has informed or will inform the public of the amounts of its Urbanized Area Formula Program funds available under 49 U.S.C. 5307, and the projects it proposes to undertake,
- b. Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
- c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
- d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
- e. Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal Government source other than U.S. DOT,
- f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
- g. Has made or will make the final list of projects available to the public.

7. As required by 49 U.S.C. 5307(d)(1)(G), it:

- a. Has or will have the amount of funds required for the local share,
- b. Will provide the local share funds from approved non-Federal sources except as provided by Federal law, and
- c. Will provide the local share funds when needed,

8. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

- a. The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(1) Maximize the safe, secure, and efficient mobility of people,
 (2) Minimize environmental impacts, and,

(3) Minimize transportation-related fuel consumption and reliance on foreign oil,

b. The requirements of 49 U.S.C. 5301(d) for special efforts to:

(1) Design public transportation for elderly individuals and individuals with disabilities, and

(2) Provide public transportation for elderly individuals and individuals with disabilities, and

c. The requirements of 49 U.S.C. 5303—5306 for:

(1) Metropolitan and State Planning, and

(2) Private enterprise participation, 9. As required by 49 U.S.C.

5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

a. Raising a fare, or

b. Implementing a major reduction of public transportation,

10. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

a. Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects (limited to capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), or

b. That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

c. Public transportation security projects include:

(1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

(2) Increased camera surveillance of an area in or adjacent to that system,

(3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

(4) Any other project intended to increase the security and safety of an existing or planned public transportation, and

11. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:

a. Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),

b. It will include in its quarterly report for the fourth quarter of the

preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

c. The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

GROUP 16. CLEAN FUELS GRANT PROGRAM

You must select the following certifications and assurances in Group 16 if you apply on behalf of your Applicant for Clean Fuels Grant Program funding, 49 U.S.C. 5308. Your Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant 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 it has made.

The following certifications apply to each Applicant for funding under the Clean Fuels Grant Program authorized under 49 U.S.C. 5308:

1. As required by FTA regulations, "Clean Fuels Grant Program, 49 CFR part 624, specifically 49 CFR 624.7, the Applicant certifies it will operate vehicles purchased with Federal funding provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

2. Under 49 U.S.C. 5308(d)(1), the requirements of 49 U.S.C. 5307 apply to the Clean Fuels Grant Program. To comply with those requirements, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the

following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5308:

(1) Elderly individuals,

(2) Individuals with disabilities, or

(3) Individuals 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.),

e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5308, it will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws, and

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:

(1) Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 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 projects proposed to be funded,

(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(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,

(8) Has made or will make the final list of projects available to the public,

(9) Has made or will make the final list of projects available to the public,

(10) Has made or will make the final list of projects available to the public,

(11) Has made or will make the final list of projects available to the public,

(12) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it:

- (1) Has or will have the amount of funds required for the local share,
- (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
- (3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

- (1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
 - (a) Maximize the safe, secure, and efficient mobility of people,
 - (b) Minimize environmental impacts, and
 - (c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

- (a) Design public transportation for elderly individuals and individuals with disabilities, and
- (b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

- (a) Metropolitan and State Planning, and
- (b) Private enterprise participation, and

i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

- (1) Raising a fare, or
- (2) Implementing a major reduction of public transportation.

GROUP 17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

You must select the following certifications and assurances in Group 17 if you apply on behalf of your State or State organization as the direct Applicant for Elderly Individuals and Individuals with Disabilities Formula Grant Program funding 49 U.S.C. 5310, and, if qualified, for Elderly Individuals and Individuals with Disabilities Pilot Program funding, subsection 3012(b) of SAFETEA-LU. Only a State or a State organization acting as the Recipient on behalf of a State may be a direct recipient of this funding. Your State or State organization Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage

your State or State organization Applicant 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 it has made.

The following certifications and assurances apply to each State or State organization serving as Applicant for funding and each subrecipient of funding under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized under 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized under subsection 3012(b) of SAFETEA-LU.

1. The State or State organization Applicant assures that:

- a. Each subrecipient is:
 - (1) 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
 - (2) A public body that has met the statutory requirements to receive Federal funding authorized for 49 U.S.C. 5310,

b. The State or State organization Applicant can conclude from information in a private nonprofit subrecipient's application for 49 U.S.C. 5310 funding that:

- (1) The transit service provided or offered to be provided by existing public or private transit operators cannot meet the special needs of elderly individuals and individuals with disabilities, because it is:

- (a) Unavailable,
- (b) Insufficient, or
- (c) Inappropriate,

c. As required by 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, the project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310,

d. As required by 49 U.S.C. 5310(d)(2)(C), the Applicant certifies that allocations to subrecipients 49 U.S.C. 5310 funding or subsection 3012(b) funding will be distributed on a fair and equitable basis, and

e. As required by 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the Applicant certifies that:

- (1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

(a) Locally developed, and
 (b) Coordinated, and
 (2) That locally developed, coordinated plan was produced through a process that included:

- (a) Representatives of public, private, and nonprofit transportation providers,
- (b) Representatives of public, private, and nonprofit human services providers, and
- (c) Participation by the public.

2. As permitted by 49 U.S.C. 5310(d), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the State or State organization Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

- (1) Legal capacity to carry out its proposed projects,
- (2) Financial capacity to carry out its proposed projects,
- (3) Technical capacity to carry out its proposed projects,
- (4) Safety aspects of its proposed projects, and
- (5) Security aspects of its proposed projects.

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, or the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, it and each subrecipient will:

- (1) Use competitive procurement (as defined or approved by FTA),
- (2) Not use exclusionary or discriminatory specifications in its procurements,
- (3) Comply with applicable Buy America laws, and
- (4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325.

c. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

(1) Has or will have the amount of funds required for the local share,

(a) As required by 49 U.S.C. 5310(c), and

(b) Subsections 3012(b)(3) and (4) of SAFETEA-LU, if applicable,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed, and

f. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation.

GROUP 18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

You must select the following certifications and assurances in Group 18 if you apply on behalf of your Applicant for Nonurbanized Area Formula Program funding, 49 U.S.C. 5311(b). Your Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant 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 it has made.

Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program funding. Separate certifications

and assurances have been established in Group 22 for an Indian tribe that is an Applicant for Tribal Transit Program funding, 49 U.S.C. 5311(c)(1).

The following certifications and assurances apply to each State or State organization serving as the Applicant for funding under the Nonurbanized Area Formula Program authorized under 49 U.S.C. 5311. The Applicant assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:

a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and

b. Carry out each project, including the:

(1) Safety aspects of its proposed projects, and

(2) Security aspects of its proposed projects,

2. It has or will have satisfactory continuing control over the use of project equipment and facilities,

3. The project equipment and facilities will be adequately maintained,

4. As required by 49 U.S.C. 5311(b)(2)(C)(i), its program has provided for a fair distribution of Federal funding authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State,

5. As required by 49 U.S.C. 5311(b)(2)(C)(ii), its program provides or will provide the maximum feasible coordination of public transportation service to receive funding under 49 U.S.C. 5311 with transportation service assisted by other Federal sources,

6. The projects in its Nonurbanized Area Formula Program are included in:

a. The Statewide Transportation Improvement Program, and

b. To the extent applicable, a metropolitan Transportation Improvement Program,

7. It has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), and

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed, and

8. As required by 49 U.S.C. 5311(f), each fiscal year:

a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities including:

(1) Planning and marketing for intercity bus transportation,

(2) Capital grants for intercity bus shelters,

(3) Joint-use stops and depots,

(4) Operating grants through purchase-of-service agreements, user-

side subsidies, and demonstration projects, and

(5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or

b. It will provide to the Federal Transit Administrator a certification of the State's chief executive officer that:

(1) After consulting with the affected intercity bus service providers about the intercity bus needs of the State,

(2) The State's intercity bus service needs are being met adequately.

GROUP 19. JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM

You must select the following certifications and assurances in Group 19 if you apply on behalf of your Applicant for Job Access and Reverse Commute (JARC) Formula Grant funding, 49 U.S.C. 5316. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant 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 it has made.

The following certifications and assurances apply to each Applicant for and subrecipient of funding under the Job Access and Reverse Commute (JARC) Formula Grant funding authorized under 49 U.S.C. 5316.

1. The Applicant certifies that:

a. As required by 49 U.S.C. 5316(d)(4), it will make awards of JARC funding on a competitive basis following:

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5316(c)(1)(A) (see 49 U.S.C. 5316(d)(1)), and

(2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), (see 49 U.S.C. 5316(d)(2)) and

b. As required by 49 U.S.C. 5316(f)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis,

c. As required by 49 U.S.C. 5316(g)(3):

(1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated,
 (2) That locally developed, coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,
 (b) Representatives of public, private, and nonprofit human services providers, and

(c) Participation by the public, and
 d. As required by 49 U.S.C. 5316(g)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services, and

e. As required by 49 U.S.C. 5316(c)(3), before using funds apportioned for projects serving an area other than that for which funding was apportioned under 49 U.S.C. 5316(c)(1)(B) or (C):

(1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of 49 U.S.C. 5316 are being met in the area from which the funding would be derived,

(2) If the State has a statewide program for meeting the JARC program objectives of 49 U.S.C. 5316, the funds can be used for projects anywhere in the State.

2. Under 49 U.S.C. 5316(f)(1), the requirements of 49 U.S.C. 5307 apply to the JARC Program, authorized under 49 U.S.C. 5316. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

- (1) Legal capacity to carry out its proposed projects,
- (2) Financial capacity to carry out its proposed projects,
- (3) Technical capacity to carry out its proposed projects,
- (4) Safety aspects of its proposed projects, and
- (5) Security aspects of its proposed projects.

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(D), it and each subrecipient will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5316:

- (1) Elderly individuals,
- (2) Individuals with disabilities, or
- (3) Individuals 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.),

e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the JARC Program, 49 U.S.C. 5316, it will:

- (1) Use competitive procurement (as defined or approved by FTA),
- (2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws,

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325.

f. As required by 49 U.S.C. 5307(d)(1)(F), it and each subrecipient has complied with or will comply with 49 U.S.C. 5307(c) because it:

(1) Has informed or will inform the public of the amount of its JARC Program funds available under 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 projects proposed to be funded,

(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(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. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

- (1) Has or will have the amount of funds required for the local share,
- (2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

- (a) Maximize the safe, secure, and efficient mobility of people,
- (b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

- (a) Metropolitan and State Planning, and
- (b) Private enterprise participation, and

i. As required by 49 U.S.C. 5307(d)(1)(I), it and each subrecipient has a locally developed process to solicit and consider public comment before:

- (1) Raising a fare, or
- (2) Implementing a major reduction of public transportation.

GROUP 20. NEW FREEDOM PROGRAM

You must select the following certifications and assurances in Group 20 if you apply on behalf of your Applicant for New Freedom Program funding, 49 U.S.C. 5317. Your Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your Applicant 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 it has made.

1. The Applicant certifies that:
 a. As required by 49 U.S.C. 5317(d)(4), it will make awards of New Freedom funding on a competitive basis following:

- (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5317(c)(1)(A) (see 49 U.S.C. 5317(d)(1)), and

(2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), (see 49 U.S.C. 5317(d)(2)),

b. As required by 49 U.S.C. 5317(e)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis,

c. As required by 49 U.S.C. 5317(f)(3):

(1) The projects it has selected or will select for funding under that program were derived from a public transit-human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated,
(2) That locally developed, coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,

(b) Representatives of human services public, private, and nonprofit providers, and

(c) Participation by the public, and

d. As required by 49 U.S.C. 5316(f)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services.

2. As permitted by 49 U.S.C. 5317(e)(1), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5310 and 49 U.S.C. 5307 to be appropriate for the New Freedom Program, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the New Freedom Program authorized by 49 U.S.C. 5317, it and each subrecipient will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws, and

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed, and

f. As required by 49 U.S.C.

5307(d)(1)(H), it will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation.

GROUP 21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

You must select the following certifications and assurances in Group 21 if you apply on behalf of your Applicant for Paul S. Sarbanes Transit in Parks Program (Parks Program) funding, 49 U.S.C. 5320.

The following certifications apply to each Applicant for funding under the Paul S. Sarbanes Transit in Parks Program (Parks Program) authorized under 49 U.S.C. 5320:

1. As required by 49 U.S.C. 5320(e)(D), the Applicant assures that it will consult with the appropriate Federal land management agency during the planning process.

2. As permitted by 49 U.S.C. 5320(i), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require

certifications. Therefore as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Parks Program, 49 U.S.C. 5320, it will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws, and

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

e. As required by 49 U.S.C. 5307(d)(1)(F) and 49 U.S.C. 5320(e)(2)(C), it 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 Parks 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 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 considered or will consider the comments and views received, especially those of private

transportation providers, in preparing its final list of projects, and

(6) Has made or will make the final list of projects available to the public,

f. As required by 49 U.S.C.

5307(d)(1)(G), it:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

g. As required by 49 U.S.C.

5307(d)(1)(H), it will comply with:

(1) The requirements of 49 U.S.C.

5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C.

5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals with disabilities, and

(3) The requirements of 49 U.S.C.

5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation, and

h. As required by 49 U.S.C.

5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation.

GROUP 22. TRIBAL TRANSIT PROGRAM

You must select the following certifications and assurances in Group 22 if you apply on behalf of your Applicant for Tribal Transit Program funds, 49 U.S.C. 5311(c)(1).

As permitted by 49 U.S.C. 5311(c)(1) the Federal Transit Administrator has established terms and conditions for direct grants funded under FTA's Tribal Transit Program authorized under 49 U.S.C. 5311(c)(1) for Indian tribal governments. To ensure compliance with those requirements, the Indian tribal government serving as the Applicant certifies and assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:

a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and

b. Carry out each project, including the:

(1) Safety aspects of its proposed projects, and

(2) Security aspects of its proposed projects,

2. It has or will have satisfactory continuing control over the use of project equipment and facilities,

3. The project equipment and facilities will be adequately maintained,

4. Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources,

5. It will:

a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. part 18, specifically 49 CFR 18.36, or

b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and

6. It will comply with the certifications, assurances, and agreements in:

a. Group 08 (Bus Testing),

b. Group 09 (Charter Bus Agreement),

c. Group 10 (School Transportation Agreement),

d. Group 11 (Demand Responsive Service),

e. Group 12 (Alcohol Misuse and Prohibited Drug Use), and

f. Group 14 (National Intelligent Transportation Systems Architecture and Standards).

GROUP 23. TIFIA PROJECTS

You must select the following certifications and assurances in Group 23 if you apply on behalf of your Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6.

The following certifications apply to each Applicant for funding under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. chapter 6:

1. Federal transit law, specifically 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5307. As required by 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C.

5307(d)(1)(A), it has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C.

5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C.

5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C.

5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:

(1) Elderly individuals,

(2) Individuals with disabilities, or

(3) Individuals 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.),

e. As required by 49 U.S.C.

5307(d)(1)(E), when carrying out a procurement supported with TIFIA funding under 23 U.S.C. chapter 6, it will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws, and

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

f. As required by 49 U.S.C.

5307(d)(1)(F), it has complied or will comply with 49 U.S.C. 5307(c) because it:

(1) Has informed or will inform the public of the amounts of its TIFIA credit assistance available under 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 projects it proposes to fund,

(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(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. As required by 49 U.S.C. 5307(d)(1)(G), it:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C.

5307(d)(1)(H), the Applicant will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303–5306

(a) Metropolitan and State Planning, and

(b) Private enterprise participation,

i. As required by 49 U.S.C.

5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation,

j. As required by 49 U.S.C.

5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year it will spend at least one (1) percent of its funding attributed to 49 U.S.C. 5307 for public transportation security projects, or

(2) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(3) Public transportation security projects include:

(a) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

(b) Increased camera surveillance of an area in or adjacent to that system,

(c) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

(d) Any other project intended to increase the security and safety of an existing or planned public transportation, and

k. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined at 49 U.S.C. 5302(a),

(2) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(3) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

2. Federal transit law at 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5309. As required 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 incurred in connection with the Project unless:

a. It is eligible to receive Federal funding for those expenses, and

b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

GROUP 24. DEPOSITS OF FEDERAL FINANCIAL FUNDING TO STATE INFRASTRUCTURE BANKS

We request that you select the following certifications and assurances in Group 24 if you apply for 49 U.S.C. chapter 53 funding on behalf of a State Applicant that intends to deposit the funding in a State Infrastructure Bank (SIB). Unless we determine otherwise in writing, the State Applicant itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in a project financed with our funds deposited in the SIB. Consequently, we encourage the

Applicant to take appropriate measures to obtaining sufficient documents from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State Applicant has made.

The following certifications apply to each Applicant for funding under the State Infrastructure Bank Program authorized under 23 U.S.C. 610. The State organization, serving as the Applicant for funding for its State Infrastructure Bank (SIB) Program, assures the agreement of both its SIB and each recipient of SIB funding (subrecipient) that each public transportation project financed with SIB funds will be administered in accordance with:

1. The applicable Federal laws establishing the various SIB programs since 1995:

a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610, or

b. Section 1511 of TEA-21, 23 U.S.C. 181 note, or

c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,

2. The Cooperative Agreement establishing the State's SIB program between:

a. The State Applicant and Federal parties (FHWA, FRA, and FTA), or

b. The State Applicant and Federal parties (FHWA and FTA),

3. The Grant Agreement with the State Applicant that provides FTA funding for the SIB, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:

a. Section 1602 of SAFETEA-LU, now codified in 23 U.S.C. 610,

b. 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, or

c. Federal guidance pertaining to the SIB Program,

d. The Cooperative Agreement establishing the State's SIB Program, or

e. The FTA Grant Agreement,

4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307 and 49 U.S.C. 5309, apply to any project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601–608.). Therefore:

a. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), the Applicant certifies that:

(1) As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

(a) Legal capacity to carry out its proposed projects,

(b) Financial capacity to carry out its proposed projects,

(c) Technical capacity to carry out its proposed projects,

(d) Safety aspects of its proposed projects, and

(e) Security aspects of its proposed projects,

(2) As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

(3) As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

(4) As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:

(a) Elderly individuals,

(b) Individuals with disabilities, or

(c) Individuals 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.),

(5) As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported by the SIB program, 23 U.S.C. 610, it will:

(a) Use competitive procurement (as defined or approved by FTA),

(b) Not use exclusionary or discriminatory specifications in its procurements,

(c) Comply with applicable Buy America laws, and

(d) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(e) Comply with the third party procurement requirements of 49 U.S.C. 5325,

(6) As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply 49 U.S.C. 5307(c) because it:

(a) Has informed or will inform the public of the amounts of its SIB funding under 23 U.S.C. 610, and the projects it proposes to undertake,

(b) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,

(c) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine

and submit comments on the proposed projects and its performance,

(d) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(e) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(f) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(g) Has made or will make the final list of projects available to the public,

(7) As required by 49 U.S.C.

5307(d)(1)(G), it:

(a) Has or will have the amount of funds required for the local share,

(b) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(c) Will provide the local share funds when needed,

(8) As required by 49 U.S.C.

5307(d)(1)(H), the Applicant will comply with:

(a) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

1 Maximize the safe, secure, and efficient mobility of people,

2 Minimize environmental impacts, and

3 Minimize transportation-related fuel consumption and reliance on foreign oil,

(b) The requirements of 49 U.S.C. 5301(d) for special efforts to:

1 Design public transportation for elderly individuals and individuals with disabilities, and

2 Provide public transportation for elderly individuals and individuals with disabilities, and

(c) The requirements of 49 U.S.C. 5303–5306 for:

1 Metropolitan and State Planning, and

2 Private enterprise participation,

(9) As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(a) Raising a fare, or

(b) Implementing a major reduction of public transportation,

(10) As required by 49 U.S.C. 5307(d)(1)(J), if it will be using 49 U.S.C.

5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects, or

(b) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(c) Public transportation security projects include:

1 Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

2 Increased camera surveillance of an area in or adjacent to that system,

3 Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

4 Any other project intended to increase the security and safety of an existing or planned public transportation project, and

(11) As required by 49 U.S.C. 5307(d)(1)(K), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),

(b) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(c) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

b. To comply with 49 U.S.C. 5309, specifically 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 incurred in connection with the Project unless:

(1) It is eligible to receive Federal funding for those expenses, and

(2) Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

Selection and Signature Page(s) follow.

BILLING CODE 4910-57-P

**FEDERAL FISCAL YEAR 2012 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 Groups 01 – 24. _____

OR

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

<u>Group</u>	<u>Description</u>	
01.	Assurances Required For Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement Compliance.	_____
04.	Protections for Private Providers of Public Transportation.	_____
05.	Public Hearing.	_____
06.	Acquisition of Rolling Stock for Use in Revenue Service.	_____
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 for States.	_____
19.	Job Access and Reverse Commute (JARC) Program.	_____
20.	New Freedom Program.	_____
21.	Paul S. Sarbanes Transit in Parks Program.	_____
22.	Tribal Transit Program.	_____
23.	TIFIA Projects	_____
24.	Deposits of Federal Financial Funding to a State Infrastructure Banks.	_____

FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE*(Required of all Applicants for FTA funding 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 and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

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

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, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on 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 funding 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.

[FR Doc. 2011-28293 Filed 10-31-11; 8:45 am]

BILLING CODE 4910-57-C

DEPARTMENT OF TRANSPORTATION**Maritime Administration**

[Docket No. MARAD 2011 0134]

Requested Administrative Waiver of the Coastwise Trade Laws: Vessel SALLY; Invitation for Public Comments

AGENCY: Maritime Administration, Department of Transportation.

ACTION: Notice.

SUMMARY: As authorized by 46 U.S.C. 12121, the Secretary of Transportation, as represented by the Maritime Administration (MARAD), is authorized to grant waivers of the U.S.-build requirement of the coastwise laws under certain circumstances. A request for such a waiver has been received by MARAD. The vessel, and a brief description of the proposed service, is listed below.

DATES: Submit comments on or before December 1, 2011.

ADDRESSES: Comments should refer to docket number MARAD-2011-0134. Written comments may be submitted by hand or by mail to the Docket Clerk, U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue SE., Washington, DC 20590. You may also send comments electronically via the Internet at <http://www.regulations.gov>. All comments will become part of this docket and will be available for inspection and copying at the above address between 10 a.m. and 5 p.m., E.T., Monday through Friday, except federal holidays. An electronic version of this document and all documents entered into this docket is available on the World Wide Web at <http://www.regulations.gov>.

FOR FURTHER INFORMATION CONTACT:

Joann Spittle, U.S. Department of Transportation, Maritime Administration, 1200 New Jersey Avenue SE., Room W21-203, Washington, DC 20590. Telephone (202) 366-5979, Email Joann.Spittle@dot.gov.

SUPPLEMENTARY INFORMATION:

As described by the applicant the intended service of the vessel SALLY is: *Intended Commercial Use of Vessel:* "Coastwise trade, 6 passengers or less." *Geographic Region:* "California."

The complete application is given in DOT docket MARAD-2011-0134 at <http://www.regulations.gov>. Interested parties may comment on the effect this

action may have on U.S. vessel builders or businesses in the U.S. that use U.S.-flag vessels. If MARAD determines, in accordance with 46 U.S.C. 12121 and MARAD's regulations at 46 CFR part 388, that the issuance of the waiver will have an unduly adverse effect on a U.S.-vessel builder or a business that uses U.S.-flag vessels in that business, a waiver will not be granted. Comments should refer to the docket number of this notice and the vessel name in order for MARAD to properly consider the comments. Comments should also state the commenter's interest in the waiver application, and address the waiver criteria given in § 388.4 of MARAD's regulations at 46 CFR part 388.

Privacy Act

Anyone is able to search the electronic form of all comments received into any of our dockets by the name of the individual submitting the comment (or signing the comment, if submitted on behalf of an association, business, labor union, etc.). You may review DOT's complete Privacy Act Statement in the **Federal Register** published on April 11, 2000 (Volume 65, Number 70; Pages 19477-78).

By Order of the Maritime Administrator.

Dated: October 24, 2011.

Julie P. Agarwal,

Secretary, Maritime Administration.

[FR Doc. 2011-28023 Filed 10-31-11; 8:45 am]

BILLING CODE 4910-81-P

DEPARTMENT OF TRANSPORTATION**National Highway Traffic Safety Administration****Reports, Forms and Recordkeeping Requirements; Agency Information Collection Activity Under OMB Review**

AGENCY: National Highway Traffic Safety Administration, DOT

ACTION: Notice.

SUMMARY: In compliance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), this notice announces that the Information Collection Request (ICR) abstracted below has been forwarded to the Office of Management and Budget (OMB) for review and comment. The ICR describes the nature of the information collections and their expected burden. The **Federal Register** Notice with a 60-day comment period was published on June 24, 2011 [76 FR 37189].

DATES: Comments must be submitted on or before December 1, 2011.

FOR FURTHER INFORMATION CONTACT: Larry Long, National Highway Traffic

Safety Administration, Office of Defects Investigation, (202) 366-6281, 1200 New Jersey Ave., SE., Room 48-220, Washington, DC 20590.

SUPPLEMENTARY INFORMATION:**National Highway Traffic Safety Administration**

Title: Consumer Complaint.

OMB Number: 2127-0008.

Type of Request: Extension of a currently approved collection.

Affected Public: Individuals and households.

Abstract: Chapter 301 of title 49 of the United States Code, the Secretary of Transportation is authorized to require manufacturers of motor vehicles and items of motor vehicle equipment to conduct owner notification and remedy, *i.e.*, a recall campaign, when it has been determined that a safety defect exists in the performance, construction, components, or materials in motor vehicles and motor vehicle equipment. To make this determination, the National Highway Traffic Safety Administration (NHTSA) solicits information from vehicle owners which is used to identify and evaluate possible safety-related defects and provide the necessary evidence of the existence of such a defect. Under the Authority of chapter 301 of Title 49 of the United States Code, the Secretary of Transportation is authorized to require manufacturers of motor vehicle and motor vehicle equipment which do not comply with the applicable motor vehicle safety standards or contains a defect that relates to motor vehicle safety to notify each owner that their vehicle contains a safety defect or noncompliance. Also, the manufacturer of each such motor vehicle item of replacement equipment presented for remedy pursuant to such notification shall cause such defect or noncompliance to be remedied without charge. In the case of a motor vehicle presented for remedy pursuant to such notification, the manufacturer shall cause the vehicle remedied by whichever of the following means he elects: (1) By repairing such vehicle; (2) by replacing such motor vehicle without charge; or (3) by refunding the purchase price less depreciation. To ensure these objectives are being met, NHTSA audits recalls conducted by manufacturer. These audits are performed on a randomly selected number of vehicle owners for verification and validation purposes.

Estimated Burden Hours: 11,803.

Number of Respondents: 47,211.

ADDRESSES: Send comments, within 30 days, to the Office of Information and

56 DBE COMPLIANCE AND SUBCONTRACTING

a. The Contractor shall cooperate with the Authority in meeting commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE). Best efforts shall be used on the Project to ensure DBE receive the maximum opportunity to compete for subcontracts.

b. A stated goal of the Authority is that of DBE's will be afforded full opportunity to participate in this Project and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, physical handicap including AIDS, marital status, age over forty or cancer-related medical condition.

c. Requests for general information regarding the DBE program, shall be addressed during the questions period specified in Section 1.4 of this document.

d. The Contractor agrees to ensure that certified DBE firms are provided the maximum opportunity to participate in the performance of Work under the Contract. The DBE participation that the Contractor commits to in its Proposal that meets or exceeds the contract goal shall become the goal of record, and the Authority shall enforce the DBE participation committed to in the Proposal. If the Contractor cannot meet the stated DBE contract goal, the Contractor shall provide the Authority with information necessary to establish Contractor's good faith efforts to obtain the DBE participation goal. Successful achievement of good faith efforts will be based on criteria specified by the Authority, which includes the following areas:

(1) **Advertisement**

Copies of advertisements placed in at least one general circulation media, one trade association publication and one minority focused media at least twenty (20) days prior to the Proposal due date.

(2) **Community Outreach**

Copies of letters, telephone logs and faxes used to contact organizations/groups, including names of organizations/groups, dates, names of contacts, telephone numbers and copies of correspondence received from any of these organizations/groups acknowledging contact by the Contractor.

(3) **Defining Scope of Work**

The Contractor shall determine the portion of the Work that is intended to be performed by its own workforce and that portion of the Work that has been identified for subcontracting.

(4) **Written Requests for Proposal**

Extend written Invitations for Quote/Proposal to DBE firms for all Work that the Contractor intends to subcontract and provide specification requirements to DBE's.

(5) Solicitation Follow-up

Oral and/or written follow-up of initial solicitation of DBE firms.

(6) Attend Pre-Bid/Proposal Conference

Although attendance at Pre-Bid/Proposal Conferences scheduled by the Authority is optional, this is one of the criteria for meeting good faith efforts.

(7) List of Proposals from DBE's

If applicable, documentation showing instances where the Contractor negotiated in good faith with DBE's and did not unjustifiably reject proposals prepared by any DBE.

e. The Authority may verify that all information is complete, accurate and adequately documents the Contractor's good faith efforts before committing itself to the performance of the Contract by the Contractor. An opportunity for an administrative reconsideration is available whenever a good faith effort is challenged. The Contractor has the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts. The Authority's decision on reconsideration will be made by an official who did not take part in the original determination that the Contractor failed to meet the goal or make adequate good faith efforts to do so.

f. Compliance with DBE Requirements

The Contractor shall fully comply with the requirements and provisions set forth in the SFRTA/Tri-Rail DBE Requirements, including the Authority only counting the value of the work toward the DBE contract goal only when a DBE performs a commercially useful function as part of the Contract. The Authority will evaluate such relevant factors as the amount of work subcontracted, industry practices and whether the amount paid is commensurate with the work performed. Failure to carry out these DBE Requirements is a material breach of this Contract by the Contractor that may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

g. The Contractor shall submit a schedule of DBE participation for those DBE firms it intends to utilize during the Project and an Intent To Perform as Subcontractor form from each proposed DBE Subcontractor.

h. Monthly Subcontractor Utilization Report & Monthly Employee Utilization Report

The Contractor shall provide a Monthly Subcontractor Utilization Report and a Monthly

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. FTA encourages the use of financial institutions owned at least fifty (50) percent by minority group members.

c. Documentation of Project Costs and Program Income. Except to the extent that FTA determines otherwise in writing, 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, including adequate records to support the costs the Recipient has incurred underlying any payment FTA has agreed to participate in based on a "payable" milestone. 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 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, this Master Agreement, and any other reports FTA may specify, except to the extent that FTA determines otherwise in writing.

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 specify. Electronic submissions must comply with the electronic accessibility provisions of Subsections 12.g(9) and 15.u of this Master Agreement. FTA also reserves the right to specify that records 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).

c. 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 that FTA determines otherwise in writing, to obtain a payment for Project expenses 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. Except to the extent that the Federal Government determines in writing that the Recipient may defer its provision of its local share for the Project, a Recipient required under the terms of Federal law, regulation, directive, the Grant Agreement or Cooperative Agreement to provide a local share 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, but not before the Recipient has executed the Grant Agreement or Cooperative Agreement for the Project, 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

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20210



May 29, 2012

Yvette Taylor, Regional Administrator
Federal Transit Administration, Region IV
230 Peachtree St., N.W. Suite 800
Atlanta, GA 30303

Re: FTA Application
**South Florida Regional Transit
Authority**
Project Administration
On Behalf Of:
City of Doral
Buy (1) Trolley Bus for Expansion,
Construct Bus Passenger Shelters,
Construct Misc Bus Station Equipment,
FL-04-0148

Dear Ms. Taylor:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

In connection with a previous grant application, the parties listed below have executed agreements that provide to the employees represented by the unions protections satisfying the requirements of 49 U.S.C., Section 5333(b).

The South Florida Regional Transportation Authority (SFRTA) (formerly known as Tri-County Commuter Rail Authority (TCCRA)), and the Amalgamated Transit Union (ATU) Locals 1577 and 1267 executed an agreement on December 11, 1991, December 21, 1991, and January 23, 1992, respectively.

SFRTA and the Railway Labor Executives' Association (RLEA)¹ on behalf of certain unions, and the International

¹ The RLEA has been disbanded. Employees represented by the various unions formerly affiliated with the RLEA will be referred an application and continue to be covered by the April 1992 Agreement, executed by the RLEA on behalf of these unions, and the SFRTA (which has

Association of Machinists and Aerospace Workers (IAM) executed an agreement on April 9, 1992, April 10, 1992, and April 14, 1992, respectively.

SFRTA and the United Transportation Union (UTU) executed an off site service area agreement on April 6, 1992, and April 3, 1992, respectively.

SFRTA and the Transport Workers Union (TWU) executed an agreement on December 6, 1991, and December 12, 1991, respectively.

SFRTA, UTDC Transit Services, Inc. (UTDCTS), and the UTU executed an agreement on April 6, 1992, April 8, 1992, and April 3, 1992, respectively.

SFRTA, Veolia Transportation, as the successor to Herzog Transit Services, Inc. is bound to the terms of this agreement executed by Herzog, SRTA and the International Brotherhood of Teamsters (IBT) executed an agreement on August 11, 1995, August 16, 1995, and August 3, 1995, respectively.

SFRTA and the Transportation Communications International Union (TCU) executed an agreement on May 12, 1993, and May 26, 1993, respectively.

The parties have agreed that the terms and conditions of their agreements shall be made applicable to the instant project.

City of Doral

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees of the Miami-Dade Transit Agency (MDTA), in the service area of the City of Doral, represented by the TWU, and the Government Supervisors Association of Florida (GSAF), shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of Doral accepts the terms and conditions of the UPA.

succeeded the TCCRA). These unions include the American Train Dispatchers Department/BLE, Brotherhood of Maintenance of Way Employees, Brotherhood of Railway Signalmen, International Brotherhood of Boilermakers and Blacksmiths, National Conference of Firemen and Oilers/SEIU, Sheet Metal Workers International Association, Transport Workers Union of America (rail division only), Hotel and Restaurant Employees, Brotherhood of Locomotive Engineers, and International Brotherhood of Electrical Workers.

The Department of Labor makes the certification called for under the statute on condition that the **South Florida Regional Transit Authority**, as a precondition to the release of assistance to any Recipient under the grant ensures that such Recipient agrees to the respective terms and conditions referenced herein. This certification letter, and the corresponding protective arrangements, shall be incorporated into the contract of assistance between the **South Florida Regional Transit Authority** and the U.S. Department of Transportation (DOT), by reference. The **South Florida Regional Transit Authority** shall incorporate the terms of this certification into a contract with Recipients of funds under the grant, if any, as a precondition to the release of assistance to any Recipient. These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the above Recipients under the instant project(s) on condition that:

1. This letter and the terms and conditions of the above protective arrangements, shall be made applicable to the instant project and made part of the contract of assistance between **South Florida Regional Transit Authority** and DOT, by reference;
2. As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the respective protective arrangements referenced above, shall be incorporated into the contract of assistance between **South Florida Regional Transit Authority** and such Recipient, by reference;

Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding dispute settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for a final and binding determination;

3. The term "project" as used in each of the above employee protective arrangements shall be deemed to

cover and refer to those portions of the instant project to which they have been applied;

4. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and City of Doral and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
5. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, except for any disputes arising out of enumerated paragraph 2 above, shall be resolved in accordance with the procedures specific in the aforementioned certified arrangements; and
6. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and

binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

Sincerely,



Ann Comer, Chief
Division of Statutory Programs

cc: Scheryl Portee/FTA
Carla D. McKeever/South Florida RTA
Jose Olivo/City of Doral
Jessica Chu/ATU
Jeffery Brooks-c/o Shavon Thomas/TWU
James P. Hoffa-c/o Eileen Smith/IBT
Victor Baffoni-c/o Cara McGint/UTU
Paul Knupp/Carolying Gomes-Guerrieri, Clayman, Bartos & Parcelli, PC
Representing: United Transportation Union, Transportation
Communications International Union
International Association of Machinists and Aerospace Workers
Ray Cobb/IBEW
Richard Edelman-O'Donnell, Schwartz & Anderson, P.C.
Representing:
American Train Dispatchers Association
Brotherhood of Maintenance of Way Employees Division/IBT
Brotherhood of Railway Signalmen
International Brotherhood of Boilermakers and Blacksmiths
National Council of Firemen and Oilers/SEIU
Sheet Metal Workers International Association
Transport Workers Union of America (rail division only)
Brotherhood of Locomotive Engineers (BLE-T)/IBT