

STANDARD AGREEMENT

DOT-213 (REV 05/2009)

AGREEMENT NUMBER

648012

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S NAME

Tulare County

2. The term of this Agreement is:

July 30, 2009 through May 31, 2017

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 1 TO 3 page(s)

Exhibit B - Budget Detail and Payment Provisions 4 TO 8 page(s)

Exhibit C - General Terms and Conditions 9 TO 25 page(s)

Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) 26 TO 29 page(s)

Exhibit E - Additional Provisions 30 TO 39 page(s)

☒ Yes ☐ NoAPPROVED AS TO FORM:
COUNTY COUNSEL
BY *[Signature]* 9/28/09
DEPUTY 2009/12/2

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)

Tulare County

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Phillip A. Cox, Chairman

ADDRESS

5961 S. Mooney Blvd, Visalia, CA 93277

STATE OF CALIFORNIA

AGENCY NAME

TRANSPORTATION

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

JAMES OGBONNA, Chief of Rural Transit and Intercity Bus Branch

ADDRESS

1120 N STREET, MS 29, SACRAMENTO, CA 95814

California Department of
Transportation use only

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$159,354.00

PROGRAM/CATEGORY (CODE AND TITLE)

Transportation

FUND TITLE

Federal Trust

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT

\$0.00

(OPTIONAL USE)

Fed. Cat. No. 20.509 Fed. 88.53% Local 11.47%

TOTAL AMOUNT ENCUMBERED TO DATE

\$159,354.00

ITEM

2660-102-0890(2)

CHAPTER

171

STATUTE

2007

FISCAL YEAR

07-08

OBJECT OF EXPENDITURE (CODE AND TITLE)

64 826 633209 3C012 6049

I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A**SECTION 5311****SCOPE OF WORK**

1. The parties agree that only those paragraphs that have a mark ("X") opposite to the PROJECT category shall apply to Exhibit A of this Agreement.

A. ☒ **Capital Project**

1. The CONTRACTOR's application for a capital assistance grant under 49 USC Section 5311 of the Federal Transit Act, as amended, has been certified to the Federal Transit Administration (FTA) by the California Department of Transportation (hereinafter referred to as STATE) as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved capital grant (hereinafter referred to as the PROJECT).
2. The CONTRACTOR's application is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's application.
3. The CONTRACTOR agrees to perform the PROJECT to provide public transportation service to the general public in a nonurbanized area of the State and in accordance with the terms and conditions of this Agreement and the CONTRACTOR's application for Federal assistance which is on file with the Mass Transportation Program and is now expressly incorporated into this Agreement.
4. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in the CONTRACTOR's application for Federal Assistance.
5. For the purpose of carrying out the PROJECT, the following described PROJECT equipment is to be purchased by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified herein:

<u>Quantity</u>	<u>Item Description</u>	<u>Cost</u>
1	One R Bus; CNG;<30FT	\$159,354.00
Net PROJECT Cost:		\$
Federal Share*:		\$180,000.00
		\$159,354.00

*Not to exceed **88.53** percent of Net PROJECT Cost

PROCUREMENT SCHEDULE

Bid Package to Caltrans
Award Contract
Issue Purchase Order to Vendor
Delivery or Installation
Place into service

Date

State Bid Process
State Bid Process
September 2009
May 2010
May 2010



EXHIBIT A**B. ☐ Operating Project**

1. The CONTRACTOR's application for an operating assistance grant under 49 USC Section 5311 of the Federal Transit Act, as amended, has been certified to the Federal Transit Administration (FTA) by the California Department of Transportation (hereinafter referred to as STATE) as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved operating assistance grant (hereinafter referred to as the PROJECT).
2. The CONTRACTOR's application is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's application.
3. The CONTRACTOR agrees to provide public transportation service to the general public in a nonurbanized area of the State in accordance with the terms and conditions of this Agreement and the CONTRACTOR's application for federal assistance which is on file with the State Department of Transportation, Division of Mass Transportation.
4. Operating assistance eligible for reimbursement under this Agreement are costs directly related to system operations and may include: fuel, oil, drivers' salaries and fringe benefits, dispatcher salaries and fringe benefits, and licenses. Up to _____ percent of the net PROJECT costs are eligible for reimbursement under this Agreement, not to exceed \$ _____. No payment shall be made in advance of performance of work.
5. The CONTRACTOR agrees to operate the PROJECT in the service area as described in the CONTRACTOR's application for Federal Assistance.

C. ☐ Preventive Maintenance Project

1. The CONTRACTOR's application for a preventive maintenance grant under 49 USC Section 5311 of the Federal Transit Act, as amended, has been certified to the Federal Transit Administration (FTA) by the California Department of Transportation (hereinafter referred to as STATE) as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved preventive maintenance grant (hereinafter referred to as the PROJECT).
2. Preventive Maintenance activities consist of routine revenue and non-revenue vehicle inspection and maintenance for bus operations including: inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, fuel system, ignition system, chassis, body - exterior and interior, electrical system, lubrication system, trolleys, pantographs and third rail shoes, trucks, braking system, air-conditioning system); performing minor repairs to the above-listed revenue vehicle components; changing lubrication fluids; replacing minor repairable units of the above-listed revenue vehicle components; making road calls to service revenue vehicle breakdowns; towing and shifting revenue vehicles to maintenance facilities; rebuilding and overhauling repairable components; performing major repairs on revenue vehicles on a scheduled or unscheduled basis. For the purpose of carrying out the PROJECT, the labor, associated administrative, and incidental costs pursuant to this Agreement shall not exceed the estimated cost specified in the Agreement.



EXHIBIT A

3. The CONTRACTOR agrees that the PROJECT will enhance provision of public transportation service provided to the general public in a nonurbanized area of the State in accordance with the terms and conditions of this Agreement and the CONTRACTOR's application for Federal assistance which is on file with the Division of Mass Transportation.
4. The CONTRACTOR's application is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's application.
5. For the purpose of carrying out the PROJECT, the labor and incidental costs pursuant to this Agreement shall not exceed the estimated cost specified herein:

<u>Item Description</u>	<u>Cost</u>
	\$
	\$
Net PROJECT Cost:	\$
Federal Share*:	\$
*Not to exceed ____ percent of Net PROJECT Cost	\$

6. The CONTRACTOR agrees to use PROJECT funds to maintain equipment to be used within the service area as described in the CONTRACTOR's application for Federal Assistance.
2. The PROJECT representatives during the term of this Agreement will be:

State Agency: Department of Transportation	CONTRACTOR: Tulare County Area Transit
Name: James Ogbonna	Name: : Phillip A. Cox
Title: Chief, Rural Transit and Intercity Bus Branch	Title: Chairman
Phone: (916) 651-6116	Phone: (559) 733 - 6291
Fax: (916) 654-9366	Fax:

Direct all inquiries to:

State Agency: Department of Transportation	CONTRACTOR: Tulare County Area Transit
Section/Unit: Division of Mass Transportation	Section/Unit:
Attention: Ronaldo Hu	Attention: Daniel Fox, Transit Coordinator
Address: P.O. Box 942874	Address: 5961 S. Mooney Blvd
Sacramento, CA 94274-0001	Visalia, CA 93277
Phone: (916) 657 - 3955	Phone: (559) 733 - 6291
Fax: (916) 654- 9366	Fax:



EXHIBIT B**SECTION 5311****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment**

The CONTRACTOR's accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records that are sufficient to permit audit verification of the validity of cost charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.

The parties agree that only those paragraphs that have a mark ("X") opposite to the PROJECT category shall apply to this Agreement.

A. ☒ Capital Project

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under this Agreement shall be reimbursement in arrears for actual allowable costs. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries, and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to **88.53 percent** of the total PROJECT cost but not to exceed **\$159,354.00**.
2. The STATE's obligations to compensate the CONTRACTOR under the terms of this Agreement shall terminate upon payments of CONTRACTOR's invoice(s) for the FTA allowable portions of said equipment costs. The request(s) for reimbursement shall certify that the CONTRACTOR has received and accepted the equipment and shall be submitted together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with the purchase order and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The later includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
3. The net PROJECT cost and the allowable individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations (FAR), Chapter 1, Part 31, 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments", FAR Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memorandums that may be issued by FTA.
4. Direct and Indirect Costs. The CONTRACTOR shall comply with 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87 and certifies that all direct and indirect costs billed are allowable. All direct costs, even for project administration activities, must be adequately supported with proper documentation. Indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal. The CONTRACTOR shall obtain approval from the STATE's Audits and Investigations



EXHIBIT B

Office of the CONTRACTOR's CAP prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to plan approval by the STATE is not an allowable expense. The CONTRACTOR's that are private for-profit organizations must comply with 48 CFR Subpart 31.2, "Contracts with Commercial Organizations."

5. No payment will be made for equipment in advance of purchase. Reimbursements will only be allowed after execution of this Agreement for submission of the appropriate purchase orders, receipt of all invoices and the full delivery of all equipment described in Exhibit A of this Agreement. Reimbursement will only be allowed for purchases made after the effective date of this Agreement. Project invoices shall be submitted in triplicate not more frequently than monthly in arrears and must include the Agreement Number. Incomplete or erroneous invoices shall be returned to the CONTRACTOR, unpaid, for correction. Final invoices are due to the STATE – District Transit Representative on or before **December 1, 2011** to:

Name: David Madden
Address: 1352 W. Olive Avenue
Fresno, CA 93728-2616

6. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
7. As specified in Exhibit D, Section 4. Useful Life Standard, this Agreement will expire upon the PROJECT meeting its useful life period but not before **May 31, 2017**.

B. ☐ **Operating Project**

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under this Agreement shall be reimbursement in arrears for actual allowable costs. The STATE will reimburse the CONTRACTOR for actual allowable costs, including, but not limited to, employee benefits and overhead, incurred after the effective date of this Agreement. Not more than once a month, the CONTRACTOR may submit to STATE signed invoices in triplicate with enough detail to assure that costs are eligible and allowable under this Agreement. Upon receipt of these signed invoices, STATE shall reimburse the CONTRACTOR up to _____ percent of the total operating cost, not to exceed \$ _____. No payment shall be made in advance of performance of work.
2. The net PROJECT cost and the allowable individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations (FAR), Chapter 1, Part 31, 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments", FAR Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memorandums that may be issued by FTA.
3. Direct and Indirect Costs. The CONTRACTOR shall comply with 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87 and certifies that all direct and indirect costs billed are allowable. All direct costs, even for project administration activities,



EXHIBIT B

must be adequately supported with proper documentation. Indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal. The CONTRACTOR shall obtain approval from the STATE's Audits and Investigations Office of the CONTRACTOR's CAP prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to plan approval by the STATE is not an allowable expense. The CONTRACTORS that are private for-profit organizations must comply with 48 CFR Subpart 31.2, "Contracts with Commercial Organizations."

4. The PROJECT period for which transit operational expenses are eligible for reimbursement under this Agreement is the period from _____ to _____ (Fiscal Year _____).
5. Reimbursements will only be allowed after execution of this Agreement for submission of the appropriate purchase orders, receipt of all invoices and the full delivery of all operating services described in Exhibit A of this Agreement. Reimbursement will only be allowed for purchases made after the effective date of this Agreement. Project invoices shall be submitted in triplicate not more frequently than monthly in arrears and must include the Agreement Number. Incomplete or erroneous invoices shall be returned to the CONTRACTOR, unpaid, for correction. Final invoices are due to the STATE – District Transit Representative on or before _____ to:

Name:

Address:

6. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
7. The Contract expires on _____, after which time no further CONTRACTOR invoices will be paid.

C. ☐ **Preventive Maintenance Project**

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under this Agreement shall be reimbursement in arrears for actual allowable costs. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries, and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to _____ percent of the total PROJECT cost but not to exceed \$_____.
2. The PROJECT period for which preventive maintenance expenses are eligible for reimbursement under this Agreement is the period from _____ to _____.
3. The STATE's obligations to compensate the CONTRACTOR under the terms of this Agreement shall terminate upon payments of the CONTRACTOR's invoice(s) for the FTA allowable activities, supplies, materials, wages, salaries, and services required to preserve or extend the functionality and serviceability of the asset in a cost effective manner.



EXHIBIT B

Project invoices shall be submitted in triplicate not more frequently than monthly in arrears and must include the Agreement Number. Final invoices are due to the STATE – District Transit Representative on or before _____ to:

Name:

Address:

4. The net PROJECT cost and the allowable individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations (FAR), Chapter 1, Part 31, 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments", FAR Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memorandums that may be issued by FTA.
 5. Direct and Indirect Costs. The CONTRACTOR shall comply with 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87 and certifies that all direct and indirect costs billed are allowable. All direct costs, even for project administration activities, must be adequately supported with proper documentation. Indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal. The CONTRACTOR shall obtain approval from the STATE's Audits and Investigations Office of the CONTRACTOR's CAP prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to plan approval by the STATE is not an allowable expense. The CONTRACTOR's that are private for-profit organizations must comply with 48 CFR Subpart 31.2, "Contracts with Commercial Organizations."
 6. No payment will be made for preventive maintenance in advance of payment of wages and services. Reimbursements will only be allowed after execution of this Agreement for submission of appropriate purchase orders, receipt of all invoices and the completion of preventive maintenance services described in Exhibit A (Item Description and Cost) of this Agreement. Reimbursement will only be allowed for activities performed after the effective date of this Agreement. Incomplete or erroneous invoices shall be returned to the CONTRACTOR, unpaid, for correction.
 7. The Contract expires on _____, after which time no further CONTRACTOR invoices will be paid.
2. **Budget Contingency Clause**
- A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and FTA Circular 9040.1F.
 - B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement and the CONTRACTOR shall not be obligated to perform any provisions of this Agreement.



EXHIBIT B

- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an Agreement amendment to the CONTRACTOR to reflect the reduced amount.

3. **Prompt Payment Clause**

- A. In the event the contractor is a certified small business or similar entity, but not a public agency, the STATE shall make payment within 45 days in accordance with Government Code Chapter 4.5 Section 927.
- B. The CONTRACTOR shall pay any third-party contractor not later than 10-days of receipt of each progress payment unless a longer period is agreed to in writing, as cited in the California Business and Professions Code, Section 7108.5.
- C. Should the CONTRACTOR choose to include retainers in third-party contracts, the CONTRACTOR must adhere to the requirements of Section 7108.5 as cited above. The CONTRACTOR must ensure prompt and full payment of retainage to third-party contractors no later than 30 days after the third-party contractor's work is satisfactorily completed, as cited in 49 CFR Part 26.29.



EXHIBIT C**GENERAL TERMS AND CONDITIONS FOR ALL FEDERAL GRANT PROGRAMS****1. Approval.**

- A. Except as provided herein this Agreement is of no force or effect until signed by both parties and approved by the STATE.
- B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work should not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year. The CONTRACTOR may not commence performance until federal authorization has been obtained.
- C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
- D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.

- 2. Timeliness. Time is of the essence in this agreement and shall be signed and returned by the CONTRACTOR within 60 calendar days after mailing. In the event this agreement is not signed within 60 days of mailing, all obligations of the STATE shall terminate.
- 3. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 4. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
- 5. Indemnification. The CONTRACTOR agrees to indemnify, defend and save harmless the STATE, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.



EXHIBIT C

6. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
7. Recycling. The CONTRACTOR agrees to comply with the minimum percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the STATE regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
8. Antitrust Claims. The CONTRACTOR by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the STATE or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
9. Child Support Compliance Act. "For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings



EXHIBIT C

assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
10. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
11. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
12. State Management Plan. The STATE is designated by the Governor to administer the FTA Section 5310, 5311, 5316 and 5317 programs in California. The implementation and administration of the FTA programs are outlined in the each program's State Management Plan and is available at the Department of Transportation, Division of Mass Transportation website at, <http://www.dot.ca.gov/hq/MassTrans/>.
13. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the subrecipient as referenced in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (pub.L.109-059). As a grant subrecipient of FTA funds the CONTRACTOR agrees to comply with the Federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA including but limited to the USDOT FTA Master Agreement (15), October 1, 2008 and FTA C 9070.1F, Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, or FTA C 9040.1F, Nonurbanized Area Formula Program Guidance and Grant Application Instructions, or FTA C 9045.1, New Freedom Program Guidance and Application Instructions, or FTA C 9050.1, The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions.
14. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
15. Procurements. All procurements, including local procurement of supplies, equipment, construction, and services shall be conducted in accordance with the Procurement Standards set forth in FTA's implementing regulations of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" and the Federal Office of Management and Budget (OMB) Circular A-87 or 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations" and OMB Circular A-122 and FTA Circular 4220.1F, "Third-Party Contracting Guidance."
16. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT.



EXHIBIT C

Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

18. U.S. Flag Requirements.

- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
- B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States Flag Air Carriers," and 41 CFR Sections 301-10.131 through 301-10.143.
- C. Project Travel. In accordance with 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices and vouchers.

20. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

21. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

22. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereto. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of OMB Circular A-133 is an allowable charge to this PROJECT, to the extent provided by OMB Circular A-133.

23. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subrecipient contracts.

24. Examination of Records. STATE'S Audits Office, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits,



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examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

25. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records that are sufficient to permit audit verification of the validity of cost charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
26. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA. Such reports and/or data will be submitted on forms provided by STATE.
27. Debarment and Suspension. The CONTRACTOR agrees as follows:
- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
 - C. Before entering into any sub-agreements with any subrecipient, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subrecipient and its "principals," as defined at 49 CFR Part 29.
 - D. Before entering into any third-party contract exceeding \$25,000, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended sub-contractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
28. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:
- A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which



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implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In accordance with 49 CFR Part 26 and as described in FTA Circular 4702.1, and the California Department of Transportation Title VI Program Plan, and upon request from the STATE, the CONTRACTOR shall comply with the following reporting requirements. The CONTRACTOR is also responsible for ensuring compliance of each third-party contractor at any tier of the PROJECT.
1. Provide an Annual Title VI Certification and Assurance.
 2. Establish and maintain a Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.



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5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Prepare and submit a Title VI Program.
 8. Guidance on conducting an Analysis of Construction PROJECT'S.
 9. Guidance on promoting Inclusive Public Participation.
- F. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
29. Disadvantaged Business Enterprise. The CONTRACTOR agrees to:
- A. Comply with U.S. DOT regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with STATE with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Complete and submit to STATE a DBE Implementation Agreement with the DOT-213 Standard Agreement. STATE shall provide the Implementation Agreement to the CONTRACTOR prior to vehicle ordering.
 - C. Report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
30. Section 504 and Americans with Disabilities Act Program Requirements. The CONTRACTOR will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
31. Warranty for Application to the Small Urban and Rural Program. The CONTRACTOR accepts the terms and conditions of the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program," as executed by the Secretary of Labor and the Secretary of Transportation on May 31, 1979, and those terms and conditions are incorporated by reference into this Agreement.



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32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.
33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. §§ 6321 *et seq.*
34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
35. Conflict of Interest.
- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
 - C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality;
 - 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
 - E. Former STATE employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from State service.
 - F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter,



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has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.

- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

36. Lobbying.

- A. The CONTRACTOR agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the CONTRACTOR'S PROJECT exceeds \$100,000, FTA will not make any Federal assistance available to the CONTRACTOR until FTA has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

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



EXHIBIT C**37. Program Fraud and False or Fraudulent Statements or Related Acts.**

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to that underlying contract or the FTA assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

38. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

39. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

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40. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
41. School Bus Operations. Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
42. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
43. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1,2,3, and 4.
44. Additional Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
 - B. Lack of Beneficial Results. This Agreement may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
 - C. Termination for Default. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment,



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services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to STATE's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against the CONTRACTOR.

- D. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the STATE, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- E. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
45. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the authorized STATE Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The STATE Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE Representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. [If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE Representative shall become the final decision of the STATE.] The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
46. Procurement. For all procurements of property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 U.S.C. Section 5325(a), applicable third-party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid package, including equipment and material specifications or a scope of work. In accordance with applicable U.S. DOT third-party procurement regulations at 49 C.F.R. § 18.36 and the provisions of FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:
- A. To state clearly that the final contract award to any bidder requires prior written approval by the STATE and that bids are consistent with the PROJECT equipment description identified in Exhibit A, Scope of Work.



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- B. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
- C. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S.C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
- D. To comply with the requirements of 49 U.S.C. § 5323 (c) and FTA regulations, "Bus Testing", 49 C.F.R. Part 665, and any revision thereto.
- E. To comply with the requirements of 49 U.S.C. § 5323(l) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.
- F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
- G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
- H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre- Award and Post-Delivery Audits of Rolling Stock Purchases, " 49 CFR Part 663, and any revision thereto.
- J. To award a third-party contract using a competitive procurement process in compliance with the requirements of 49 U.S.C. Section 5325.
- K. To comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
- L. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprise and to submit those goals to FTA for approval.
- M. To comply with 49 U.S.C. Section 5323(j), FTA's Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- N. To meet applicable regulations of 49 CFR Part 663 in the purchase of revenue rolling stock.
- O. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-



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party contractor or subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

- P. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
 - Q. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation, plan issued in compliance with the Energy Policy and Conservation Act.
 - R. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECTs," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
 - S. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
 - T. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
47. Bid Proposal Award and Approval. No award shall be made without the written approval of the STATE. The CONTRACTOR (or procurement agent acting on its behalf) shall solicit and receive competitive bids or proposals, shall evaluate the bids or proposals received, and shall select the lowest price bid or proposal meeting PROJECT specifications for award. The CONTRACTOR (or procurement agency acting on its behalf) shall forward the following to STATE at least fourteen (14) days in advance of the proposed date of award:
- A. A copy of the proposed procurement contract (including the bid package and proposed purchase order).
 - B. A list of all bids, proposals, or price quotations received.
 - C. A copy of the bid or proposal of the proposed vendor and copies of the bids or proposals of all those whose prices are lower than the proposed vendor's.
 - D. An explanation of the basis for selecting the proposed vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this shall include a statement by the CONTRACTOR that the price is fair and reasonable and the basis for that determination (FTA Circular C 4220.1F "Third-party Contracting Guidance").



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48. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between the STATE and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with Federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
50. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirements of 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and FTA C 9070.1F (Section 5310) and 49 U.S.C. § 5310. Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. Should the PROJECT be terminated, all property procured under this agreement becomes property of the STATE and may be transferred to other eligible contractors at the sole discretion of the STATE. At the option of the STATE, the CONTRACTOR shall do one of the following:
- A. Written Notice of Termination. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A, Scope of Work, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If CONTRACTOR fails to remedy to STATE'S satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this agreement.
 - B. Remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by CONTRACTOR under this agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
 - C. Return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
51. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the



EXHIBIT C

PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE.

52. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability, shown below in parts J and K, may be increased by the STATE at any time upon thirty (30) days notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Property Damage: The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 - 2. Bodily Injury: The CONTRACTOR shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars



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(\$5,000,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.

3. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. **Property Damage:** The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
2. **Bodily Injury:** The CONTRACTOR shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
3. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

53. Excise Tax. The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

54. Potential Subcontractors

- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.



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- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the STATE.
- E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.



EXHIBIT D**SECTION 5311****SPECIAL TERMS AND CONDITIONS**

1. Private for profit. The CONTRACTOR assures and certifies that private for profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
2. Environmental Impact and Related Procedures. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771.
3. Research, Development, Demonstration, Deployment, and Special Studies. In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental or research work.
4. Useful Life Standard. In accordance with FTA Circular 5010.1D, the following Useful Life Standards shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements once the CONTRACTOR notifies the STATE in writing. This criteria is subject to review by the 5311 Branch Chief if either factor is less than the value shown herein.

Large Size, Heavy-Duty Transit Buses	12 years or 500,000 miles
Small Size, Heavy-Duty Transit Buses	10 years or 350,000 miles
Medium Size, Medium-Duty Transit Buses	7 years or 200,000 miles
Medium Size, Light-Duty Transit Buses	5 years or 150,000 miles
Other Light-Duty Vehicles (Small Buses & Specialized Vans)	4 years or 100,000 miles
Facilities (Concrete, Steel, and Frame Construction)	40 years

In reference to rolling stock, while age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle was put into active service, not the actual model year of the vehicle.

5. Disposition.
 - A. The disposition of all PROJECT equipment shall be made in accordance with FTA's implementing regulations of 49 CFR Part 18 and FTA Circular 9040.1F (Section 5311) and 49 U.S.C. § 5311. Prior to the disposition of any FTA funded capital equipment including rolling stock and facilities, the CONTRACTOR must submit to the STATE a report that identifies the capital equipment to be retired or disposed of. The report will be used to verify that a vehicle has met the minimum useful life, as established in Section 4 of this Exhibit, and that there is no remaining Federal interest. The report must include the following information:
 1. Equipment Serial Identification Number or Vehicle Identification Number;
 2. Make and Model of the equipment;
 3. Date when equipment was placed into service;
 4. Current age and mileage of rolling stock;
 5. Established minimum useful life period (include miles for rolling stock);



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6. Proposed date of removal from service;
 7. Disposition outcome (sale, transfer, use as backup);
 8. Current market value; and
 9. Proposed anticipated spare ratio.
- B. Whenever any PROJECT property is withdrawn from the service for any reason prior to meeting the Useful Life standard, and at the direction of the STATE, the CONTRACTOR shall be required to do one of the following:
1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be the unamortized value of the remaining service life per unit, based on a straight-line depreciation of the original purchase price, or the Federal share of the sales price.
 2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
 3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
 4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.
- C. When any PROJECT property is withdrawn from service after it has met its Useful Life standard, and at the direction of the STATE, the CONTRACTOR shall be required to do one of the following:
1. For PROJECT property with Fair Market Value Greater Than or Equal to \$5,000. The CONTRACTOR will remain the registered owner and the lien holder. Should the CONTRACTOR choose to sell the property, the STATE must be notified in advance of the pending sale and outline in writing the terms of the sale and the intended use of the sale revenue. All sale revenue must be retained in the CONTRACTOR's transportation program. Supporting documentation on the use of sale revenue must be provided to the STATE upon request.
 2. For PROJECT property with Fair Market Value Less Than \$5,000. The CONTRACTOR will remain the registered owner and the lien holder. All proceeds from the sale of PROJECT property must be retained in the CONTRACTOR's transportation program. Supporting documentation on the use of sale revenue must be provided to the STATE upon request.



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6. Complementary Paratransit Service. The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37, Section 139[j].
7. Reporting Requirements. Upon request by the STATE, the CONTRACTOR must submit the following reports:
 - A. National Transit Data (NTD) – Annual reporting.
 - B. Drug & Alcohol Management Information System (MIS) – Annual reporting.
 - C. DBE Participating Report – Bi-annual reporting.
 - D. Progress/Performance Reports – Quarterly reporting.
8. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an amendment must be made in writing to the Division of Mass Transportation, Chief of Rural Transit and Intercity Bus Branch, at least one month before the Agreement expiration date.
9. The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:
 - A. Transit Employee Protective Requirements for PROJECTs Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
 - B. The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
10. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT equipment. Each purchase order shall:
 - A. Be consistent with the approved bid award;
 - B. Include a reference to the STATE's contract number assigned this Agreement.
11. The CONTRACTOR shall be both the registered and legal owner of all vehicles purchased under this Agreement with FTA Section 5311 funds.
12. Liability Insurance. In addition to Exhibit C, Section 55, under Insurance, the following provisions will also apply:
 - A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.



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- B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
1. Commercial General Liability
- a. The limits of liability shall be at least:
- \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - \$2,000,000 aggregate for products-completed operations
 - \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - \$15,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insureds under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
- c. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
13. Loss or Damage to PROJECT Equipment. The CONTRACTOR shall notify the STATE within ten (10) working days of any loss or damage to PROJECT equipment, including, but not limited to loss by accident, fire, vandalism, or theft.
14. Third Party Construction Contract.
- A. Davis-Bacon. In accordance with the requirements of 49 U.S.C. § 5333(a) and the implementing regulations of 29 CFR Part 5, to comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.



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- B. Bonding. For construction or facility improvement contracts or subcontracts exceeding \$100,000, the following bonding requirements must be included: Bid guarantee from each bidder equivalent to five (5%) percent of the bid price; performance bond on the part of the CONTRACTOR for 100 percent of the contract price; and payment bond in the amount of (1) 50% of the contract price if the contract price is not more than \$1 million or, (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million, or (3) \$2.5 million if the contract price is more than \$5 million.
- C. Copeland Anti-Kickback. For construction or facility improvement contracts or subcontracts exceeding \$100,000 and in accordance with 18 U.S.C. Section 874, Copeland "Anti-Kickback" Act, 29 CFR Part 3, the CONTRACTOR and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," the CONTRACTOR and subcontractors are prohibited from inducing, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
- D. Construction Safety. As prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction," the CONTRACTOR and subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.



EXHIBIT E**SECTION 5311****SPECIAL PROVISIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**
(Recovery Act)**1. PREAMBLE**

- A. Work performed under this Agreement will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously and intended toward the preservation or creation of jobs and promotion of an economic recovery, as well as the investment in transportation.
- B. The Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Funds must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, CONTRACTOR should plan to keep separate records for Recovery Act funds and to ensure those records comply with this Agreement and the requirements of the Act.

2. Pre-Award Authority To Incur Project Costs. The following provisions will apply to CONTRACTOR if Pre-Award Authority is granted by the STATE. Pre-Award Authority by the STATE to the CONTRACTOR will be issued in writing and will allow the CONTRACTOR to incur expenses before the grant is awarded by the Federal Transit Administration (FTA). Before incurring any project expenditures under Pre-Award Authority, the CONTRACTOR understands and agrees to the following:

- A. The CONTRACTOR assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility. If funds are expended for an ineligible project or activity, the STATE will not be able to reimburse the CONTRACTOR and, in certain cases, the entire project may be rendered ineligible.
- B. The CONTRACTOR understands the pre-award authority is not a legal or implied commitment that the PROJECT will be approved for FTA assistance or that FTA will obligate Federal funds.
- C. Pre-award authority is not a legal or implied commitment that all items undertaken by the CONTRACTOR will be eligible for inclusion in the PROJECT.
- D. The CONTRACTOR understands that all FTA statutory, procedural, and contractual requirements must be met.
- E. The CONTRACTOR will not take any action that will jeopardize the legal and administrative findings that the FTA must make in order to approve a PROJECT.
- F. Local funds expended by the CONTRACTOR after the date of the pre-award authority will be eligible for credit toward local match or reimbursement if FTA later makes a grant or grant amendment for the PROJECT.
- G. Local funds expended by the CONTRACTOR before the date of the pre-award authority will not be eligible for credit toward local match or reimbursement.



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- H. The CONTRACTOR acknowledges that expenditure of local funds on activities such as land acquisition, demolition or construction before the date of pre-award for those activities would compromise FTA's ability to comply with Federal environmental laws and may render the PROJECT ineligible for FTA funding.
 - I. The Federal amount of any future FTA assistance awarded to the CONTRACTOR for the project will be determined on the basis of the overall scope of activities and the prevailing statutory provisions with respect to the Federal/local match ratio at the time the funds are obligated.
 - J. All Federal environmental, planning and other grant requirements must be met at the appropriate time for the PROJECT to remain eligible for Federal funding.
 - K. The PROJECT must be included in a locally adopted metropolitan transportation plan and the metropolitan transportation improvement program and federally-approved statewide transportation improvement program.
 - L. The CONTRACTOR understands that pre-award authority does not preclude the CONTRACTOR's responsibility to comply with all Federal procurement and third-party contracting requirements as specified in 49 CFR Part 18.36 and FTA Circular 4220.1F.
3. Segregation and Payment of Costs.
- A. Subcontractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.
 - B. Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.
4. Disadvantaged Business enterprise (DBE) Requirement. The CONTRACTOR must comply with the DBE program including the submittal of a DBE goal if the PROJECT is for the construction of facilities.
5. Wage Rates. The CONTRACTOR must ensure that all laborers and mechanics employed by third party contractors, subcontractor and lower-tier suppliers on projects funded directly by or assisted in whole or in part by the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan number 14 of 1950 (64 Stat. <http://www.dol.gov/esa/whd/contracts/dbra.htm>).
6. Registration Requirements. The CONTRACTOR and all subcontractors must obtain a Dun and Bradstreet Data Universal Number (DUNS), (<http://www.dnb.com>), or update the existing DUNS record, and register with the Central Contractor Registration (CCR) (<http://www.ccr.gov>). The CONTRACTOR shall ensure that all third party contractors and subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due as specified in Paragraph 8.B. of Exhibit E.



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7. The CONTRACTOR agrees to use signs and materials that display the Recovery Act logo to identify the PROJECT is financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subcontracts, subagreements, leases, or similar documents used in connection with the PROJECT. Signs should be designed to maximize visibility of the logo and minimize any accompanying text. Minimal text may be included on the sign. For example, "This Project funded by...." or "This Bus funded by....." preceding the logo." The logo is available for download at, http://www.fta.dot.gov/index_9440_9482.html.
8. Property Ownership and Relinquishment. At all times while the PROJECT property is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner or lienholder. The CONTRACTOR shall not transfer ownership of the PROJECT property at any time while this Agreement is in effect. As the lienholder, the STATE may take possession of the PROJECT property, as a result of the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of the PROJECT property is released by the STATE to the CONTRACTOR or other appropriate party as outlined in Exhibit D, Paragraph 4.
9. Certifications and Assurances.
- A. The CONTRACTOR agrees that all data submitted to the STATE in compliance with the requirements of the Recovery Act is accurate, objective, and of the highest integrity.
 - B. The CONTRACTOR acknowledges the STATE's right to enhance or modify the Scope of Work pertaining to special conditions and/or requirements that may exist that are specific to the CONTRACTOR to either meet and/or perform regarding the PROJECT.
 - C. The CONTRACTOR agrees to separately identify to subcontractor, and document at the time of contract award and at the time of disbursement of funds, the Federal award number, Standard Agreement number, project title, and amount of Recovery Act funds.
 - D. The CONTRACTOR understands and acknowledges that Recovery Act funding should be considered one-time funding.
 - E. The CONTRACTOR is prohibited from using the Recovery Act funds under this Agreement for any activities associated with casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - F. The CONTRACTOR shall certify in each monthly submittal of its cost summary report that the costs included for Recovery Act work were incurred only to accomplish the Recovery Act work specified in the PROJECT.
 - G. The CONTRACTOR must ensure each invoice submitted by subcontractors shall certify that the PROJECT items delivered and/or PROJECT work performed is authorized under the Recovery Act.
10. Reporting Requirements.
- A. The CONTRACTOR understands and will comply with reporting requirements for compensation under this Agreement in accordance with the Recovery Act and Federal Acquisition Regulation (FAR), Subpart 52.204-11 - American Recovery and Reinvestment Act - Reporting Requirements.



EXHIBIT E

B. The CONTRACTOR agrees to submit requisite reports no later than ten (10) calendar days after the end of each month in which it receives the Federal assistance award funded in whole or in part by the Recovery Act. The CONTRACT shall submit the report to the PROJECT representative of the STATE as identified in Exhibit A, Paragraph 2. The monthly reports must include the following:

1. The Standard Agreement number.
2. Name and Description of the Project or Activity.
3. Amount of Recovery Act funds and project cost.
4. Infrastructure investments, agency name and contact person, purpose and rationale for the use of Recovery Act funds.
5. A description of the overall purpose and expected outcomes of the PROJECT, including significant deliverables and, if appropriate, associated units of measure.
6. The amount of Recovery Act funds invoiced by the CONTRACTOR for the reporting period.
7. A list of all significant services performed or supplies delivered, including construction, for which the CONTRACTOR invoiced in the reporting period.
8. An assessment of the CONTRACTOR's progress towards the completion of the overall purpose and expected outcomes of the PROJECT. (For example, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
9. A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each reporting period and only address the impact on the CONTRACTOR's workforce. At a minimum, the CONTRACTOR shall provide:
 - a. A brief description of the types of direct jobs created and jobs retained in your agency or entity and outlying areas. This description may rely on job titles, broader labor categories, or the CONTRACTOR's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - b. An estimate of the number of direct jobs created and jobs retained by the CONTRACTOR and subcontractors, in your agency or entity and outlying areas. A job cannot be reported as both created and retained.
 - c. Indirect jobs are not required to be reported.
10. A list of all third party contracts funded with Recovery Act dollars including the following information:
 - a. Type of Contract
 - b. Contract Amount
 - c. Advertisement Date
 - d. Award Date
 - e. Notice to Proceed Date



EXHIBIT E

11. Completion of the following Recovery Act Disadvantaged Business Enterprise (DBE) Program reports:
- Awards/Commitments (Vendor Selected)\
 - Actual Payments (Vendor Payment Record)
- C. The CONTRACTOR shall promptly report to the STATE any credible evidence that a principal, employee, agent, subcontractor, subrecipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.
11. Separation of Records: For projects funded by sources other than the Recovery Act, CONTRACTOR must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act. CONTRACTOR shall submit an explanation of how costs related to the Recovery Act work will be accumulated, recorded, invoiced, and reported using the CONTRACTOR's account system in order to assure that costs associated with Recovery Act work are separate from other costs incurred under the Agreement. The CONTRACTOR shall describe how its existing accounting system, any proposed changes, and/or new oversight controls will help assure this necessary separation of Recovery Act funds. The CONTRACTOR shall identify the cognizant Government audit agency that has issued reports regarding the adequacy of the accounting system for accumulating and billing costs under Government contracts. The CONTRACTOR will ensure all subcontractors meet the same requirement.
12. Additional Contract Clauses. In addition to the provisions required in Exhibit C, Paragraph 48, the following contract provisions must be included in all third party contracts involving Recovery Act funds. Model contract clauses are available in the Federal Acquisition Regulation (FAR) website at, <http://www.arnet.gov/far/>.

FAR Reference	Title
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009)
FAR 52.215-2	Audit and Records – Negotiation (Jun 1999), Alt. I (Mar 2009)
FAR 52.216-24	Limitation of Government Liability
FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act – Construction Materials under Trade Agreements (Mar 2009)
FAR 52.225-24	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials under Trade Agreements (Mar 2009)

13. Representation and Affirmation. The CONTRACTOR is required to complete the following items (A through D) and Attachment I (Cost Worksheet-CONTRACTOR) and Attachment II (Cost Worksheet-Subcontractor) and return it with the signed Agreements. The CONTRACTOR is also required to obtain this information from all subcontractors performing work supported with Recovery Act funds under this Agreement.



EXHIBIT E

- A. ☐ CONTRACTOR certifies that it has a DUNS Number: _____
- B. ☐ CONTRACTOR certifies that it is registered with the Central Contractor Registration (CCR).
- C. ☐ Completed Attachment I – Cost Worksheet (CONTRACTOR).
- D. CONTRACTOR did ☐ or did not ☐ complete Attachment II – Cost Worksheet (Subcontractor).
If not complete, state reason: _____
14. UTILIZATION OF SMALL BUSINESS: Subcontractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

ATTACHMENT I – COST WORKSHEET (CONTRACTOR)

Direct Labor (JobTitle/Classification)	Hours	Hourly Rate	Total	*Jobs Retained	*Jobs Created
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
TOTAL		\$	\$		

\$ _____



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EXHIBIT E

ATTACHMENT II – COST WORKSHEET (Subcontractor) - Leave form blank if not applicable.

1. Direct Labor

Direct Labor (JobTitle/Classification)	Hours	Hourly Rate	Total	*Jobs Retained	*Jobs Created
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
TOTAL		\$	\$		

*A job cannot be reported as both created and retained.

2. Direct cost(s) (Except Labor)

Equipment and Supplies (itemize)	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Sub Total		\$ _____

3. Other Direct costs (itemize)

	\$
	\$
	\$
	\$
Sub Total	\$

4. **Travel costs (itemize)**

	\$
	\$
	\$
	\$
Sub Total	\$

5. ²Indirect cost(s) (Overhead and Fringe Benefits):

Overhead Rate _____ % \$ _____

6. Total Costs:

\$ _____

² Must have approved ICAP and CAP.

