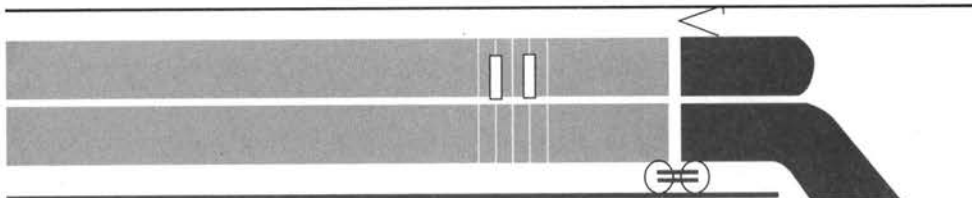




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting June 5, 2007

Immediately following the Regional Railroad Authority Work Session

Room 220 Courthouse Large Conference Room

ADMINISTRATIVE

1. * Approve minutes from May 1, 2007 meeting.
2. * Authorize Chair to execute Central Corridor preliminary engineering agreement.
3. * Approve Grant Contract with Mn/DOT for Rush Line Corridor Alternatives Analysis Study and authorize Chair to execute the Agreement.
4. * Approve Contract with URS for Rush Line Corridor Alternatives Analysis Study in an amount not to exceed \$450,000.00; and authorize Chair to execute the contract.
5. * Authorize staff to negotiate a contract with LKG and authorize the Chair to execute a contract with LKG for document control services, in an amount not to exceed \$100,000.00.
6. * Authorize Chair to execute Lockridge Grindal contract amendment in the amount of \$31,669.32.
7. * Authorize Director to execute contract with Feyereisen Studios to construct Union Depot Scale Model in an amount not to exceed \$13,537.00.

POLICY

8. Legislative Update.
9. Metropolitan Council Transit Master Plan Update.
10. Communications plan.
11. * Item may be brought forward from earlier worksession.
*Action required

Meeting Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on May 1, 2007, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Tony Carter
Commissioner Jim McDonough
Commissioner Jan Parker
Commissioner Janice Rettman

MEMBERS ABSENT: Commissioner Victoria Reinhardt

OTHERS PRESENT: Terry Speiker, Kathy Fischer, Kathy Kapoun, Julie Kleinschmidt, Steve Morris, Art Coulson, Sarah Penman, Alicia Vap, Angie Taylor, Mark Voerding, Dave MacMillan, Lucy Thompson, Donna Drummond, and Jane McClure.

Chair Ortega called the meeting to order at 11:04 A.M.

1. Approve minutes April 17, 2007 meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Carter, to approve the minutes from the April 17, 2007 meeting.

Roll call vote was taken:

Ayes – 6; Nays – 0
Motion accepted.

2. Authorize chair to execute contract with URS for Union Depot environmental and engineering work at a cost not to exceed \$1,272,210

A motion was made by Commissioner McDonough, seconded by Commissioner Parker, to authorize chair to execute contract with URS for Union Depot environmental and engineering work at a cost not to exceed \$1,272,210

Roll call vote was taken:

Ayes – 6; Nays – 0
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority is leading the Union Depot Multi-modal Hub project to improve transportation opportunities in the east metro area; and

WHEREAS, \$50 million in federal funding under the SAFETEA-LU Act has been awarded to the project, and

WHEREAS; Conceptual engineering and an Environmental Assessment is required to advance the project and receive the federal funding, and

WHEREAS, A selection process was conducted to select the firm best able to conduct the work, Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to execute a contract with URS Corporation for an amount not to exceed \$1,272,210 for the conceptual engineering and environmental assessment of the Union Depot Multi-modal Transit Hub.

3. City of St. Paul Central Corridor Strategy

Donna Drummond made a presentation of the City of St. Paul's Central Corridor Strategy.

4. Communications Plan

This item was tabled until the June 2007 meeting.

5. Director's Report

This item was tabled until the May 8, 2007 worksession.

The meeting adjourned at 12:25 P.M.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/24/07
Date

Board Action Requested

Authorize Chair to execute Central Corridor preliminary engineering agreement.

ACTION IS REQUESTED

Request Justification

The Central Corridor agreement will be discussed at the June 5, 2007 meeting.

Budgeting and Accounting _____

County Attorney _____

Risk Management _____

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/29/07
Date

Board Action Requested

Approve Grant Contract with Mn/DOT for Rush Line Corridor Alternatives Analysis Study and authorize Chair to execute the Agreement.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution;
 2. Memorandum from K. Fischer, dated June 1, 2007; and
 3. Proposed Contract.

Budgeting and Accounting

Kathleen Alf

County Attorney

Oil Mac Miller

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority will access \$400,000 in federal funding under the SAFETEA-LU Act for alternatives analysis studies for the Rush Line Corridor Alternatives Analysis Study; and

WHEREAS, The federal funds will be administered by the Minnesota Department of Transportation; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority approves the grant agreement with the Minnesota Department of Transportation for federal funds for the Rush Line Corridor Alternatives Analysis Study in the amount of \$400,000; NOW BE IT FURTHER

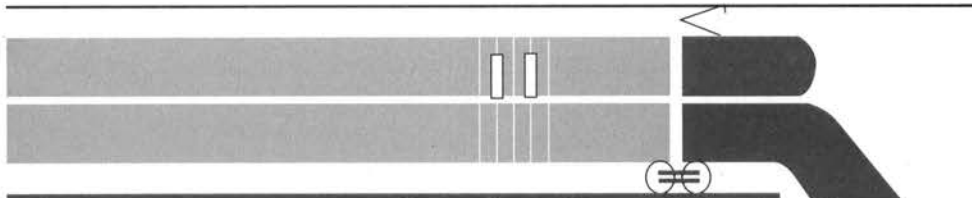
RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to execute the agreement.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn Fischer *K.F.*

Subject: Minnesota Department of Transportation Grant Agreement for Rush Line Corridor Alternatives Analysis Study

Date: June 1, 2007

Rush Line Corridor, Red Rock Corridor, and Central Corridor received \$1.98 million in 2006 federal funds for alternatives analysis studies. To access a portion of these funds for an alternatives analysis study for the Rush Line Corridor, Ramsey County Regional Railroad Authority (RCRRA) must enter into a grant agreement with the Minnesota Department of Transportation (Mn/DOT). A grant agreement has been developed with Mn/DOT to make these funds available to the RCRRA.

Of the \$1.98 million available, \$400,000 in federal funds will be used for the Rush Line Corridor alternatives analysis study. The federal funds will be matched with \$100,000 local funds from the four regional railroad authorities and one county that belong to the Rush Line Corridor Task Force. The \$500,000 will be used to fund the study (up to \$450,000) and to RCRRA staff for public involvement activities (up to \$50,000).

Recommendation:

Consider the resolution attached which approves the grant agreement with the Minnesota Department of Transportation to access \$400,000 in 2006 federal funds, and authorizes the Chair to sign the grant agreement.

Attachments:

- Proposed resolution
- Proposed grant agreement

**STATE OF MINNESOTA
GRANT CONTRACT**

Federal Project Number MN-39-X001

THIS GRANT CONTRACT, which shall be interpreted pursuant to the laws of the state of Minnesota, is between the state of Minnesota, acting through its Commissioner of Transportation ("STATE") and the **Ramsey County Regional Railroad Authority**, a government entity (GRANTEE).

Background

GRANTEE received earmarked funds from the Federal Transit Administration Section 5309 program for the development of the Rush Line Corridor from Union Depot in downtown St. Paul, Minnesota to Hinckley, Minnesota. The purpose of this grant contract is to pass through federal funds to GRANTEE to conduct an alternatives analysis study for the Rush Line Corridor with recommendations for the next phase of the project.

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT. This Grant Contract is effective upon execution by appropriate STATE and GRANTEE officials and expires on December 31, 2008, or when all obligations set forth in this Grant Contract have been satisfactorily fulfilled, whichever occurs first.

II. GRANTEE'S DUTIES.

A. GRANTEE agrees to conduct an alternatives analysis according to the *Scope of Work*, which is incorporated into this Grant Contract as **Exhibit I**.

B. GRANTEE agrees to provide a local match in the amount of **\$100,000.00**.

C. GRANTEE agrees to provide STATE with quarterly financial and program status reports.

III. CONSIDERATION AND TERMS OF PAYMENT

STATE shall pass through to GRANTEE a Total Obligation not to exceed **\$400,000.00** for work described in Article II and Exhibit I. Reimbursement shall be made by STATE, not to exceed each invoiced amount, within 30 days after GRANTEE presents STATE with a detailed invoice.

IV. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant shall be performed to the satisfaction of STATE, as determined in the sole discretion of STATE's Authorized Agent, and in accord with all applicable federal and state laws. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal or state law.

V. AUTHORIZED AGENTS. STATE's Authorized Agent for the purposes of administration of this Grant Contract is **Gerry Weiss, Project Manager, Mn/DOT Office of Transit, Department of Transportation, Mail Stop 430, 395 John Ireland Boulevard, St. Paul, MN 55155-1899, (651) 366-4183**, or his successor. Such agent shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Article III.

GRANTEE's Authorized Agent for the purposes of administration of this Grant Contract is **Alicia Vap, AICP, Ramsey County Regional Railroad Authority, 50 West Kellogg Blvd., St. Paul, MN 55102, (651) 266-2773**, or her successor. GRANTEE's Authorized Agent shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this Grant Contract.

VI. GOVERNING LAW, JURISDICTION and VENUE. Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its

breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- VII. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of STATE.
- VIII. AMENDMENTS. Any amendments to this Grant Contract shall be in writing, and shall be executed by the same parties who executed the original Grant Contract, or their successors in office.
- IX. LIABILITY. Each party shall be responsible for its own acts and omissions, the act and omissions of its employees, and the results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. The liability of STATE is governed by Minnesota Statutes, Section 3.736 and other applicable law. The liability of GRANTEE is governed by the Municipal Tort Claims Act in Minnesota Statutes, Chapter 466.
- X. STATE AUDITS. Under Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of GRANTEE relevant to this Grant Contract, including copies of agreements of GRANTEE's subcontractors, shall be subject to examination by the Minnesota Department of Transportation Auditor, State Auditor, or the Legislative Auditor, for a minimum of six years from the expiration date of this Grant Contract.
- XI. DATA PRACTICES. GRANTEE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by STATE in accordance with this Grant Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Grant Contract.
- XII. AFFIRMATIVE ACTION. (For Grant Contracts over \$100,000.00.) GRANTEE certifies that it is in compliance with Minnesota Statutes Section 363.073.
- XIII. WORKERS' COMPENSATION. In accordance with the provisions of Minnesota Statutes Section 176.182, STATE affirms that GRANTEE has provided acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Section 176.181, subdivision 2.
- XIV. THIRD PARTY CONTRACTS.
- A. Federal Procurement Requirements.
GRANTEE agrees to comply with the applicable procurement requirements of FTA Circular 4220.1E *Third Party Contracting Requirements*.
 - B. STATE Approval Required.
GRANTEE shall not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from STATE's Authorized Agent. STATE's Authorized Agent will respond to requests from GRANTEE for authorization to subcontract within 10 working days of receiving the request. GRANTEE's payment to the subcontractor shall be made within the time limits, subject to the interest penalty payments, and subject to all other provisions of Minnesota Statutes, Section 471.425, Subdivision 4a.
 - C. Required Contract Clauses.
All contracts between GRANTEE and third parties must contain all applicable provisions of this Grant Contract. The use of third party contractors does not relieve GRANTEE from performing and delivering the work stated in this Grant Contract.
 - D. Local Procurement Process.
GRANTEE will provide STATE with a copy of the procurement policy of its governing body.

E. Disadvantaged Business Enterprise (DBE) Goal.

1. STATE has assigned a DBE goal of **13%** of the total amount of financial assistance to GRANTEE for work under this Grant Contract.
2. GRANTEE agrees to comply with federal requirements under Title 49 Code of Federal Regulations Part 26 and the state and federal policy as codified in **Exhibit II**, which is attached and incorporated into this Grant Contract, to ensure DBE participation and nondiscrimination in the award and administration of all third party contracts and subagreements supported with federal assistance from the U.S.DOT.
3. GRANTEE agrees to include the contents of **Exhibit II, Disadvantaged Business Enterprise (DBE) Special Provisions** into all subcontracts and third party contracts funded under this Grant Contract.
4. GRANTEE agrees to provide STATE with information about the level of participation by DBEs.

For assistance in complying with STATE's **Special Provisions**, GRANTEE agrees to contact mike Plumley, DBE Specialist, in STATE's Office of Civil Rights at (651) 366-3076.

F. Independent Contractor.

Under the terms of this Grant Contract, GRANTEE is an independent contractor and retains full control over the employment, direct compensation, and discharge of all persons engaged in work performed its operations. GRANTEE is solely responsible for all matters relating to payment of employees, including compliance with social security, payroll taxes and withholdings, unemployment compensation, and all other regulations governing these matters. GRANTEE is responsible for its own acts and those of its subordinates, employees, and any and all third party contractors during the term of this Grant Contract

XV. TERMINATION

A. Termination by the State.

This Grant Contract may be cancelled by STATE at any time for non-performance under this Grant Contract upon 30 days written notice to the other party. In the event of such cancellation, GRANTEE shall be entitled to payment for work or services satisfactorily performed prior to the effective date of termination.

B. Termination for Insufficient Funding.

The State may immediately terminate this contract if it does not obtain funding from the Federal Transit Administration; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Federal Transit Administration, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

XVI. FEDERAL CERTIFICATIONS AND ASSURANCES.

GRANTEE agrees to comply with the *2007 Annual List of Federal Certifications and Assurances for Federal Transit Administration Grants*, and its subsequent versions, which is attached and incorporated into this Grant Contract as **Exhibit III**.

XVII. FEDERAL CONTRACT CLAUSES.

GRANTEE agrees to comply with the following federal requirements, and agrees to require, unless specifically exempted, subcontractors and third party contractors at every tier to comply with same. These federal contract clauses have been taken from the current FTA Best Practices Procurement Manual, Appendix A.

A. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. ; 49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees 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.

B. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

D. ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor

also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

E. FEDERAL CHANGES

49 CFR Part 18

8

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

F. CLEAN AIR

42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

G. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**H. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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 the 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 the underlying contract or the FTA assisted project for which this contract 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.

(2) 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.

(3) 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 the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. TERMINATION

49 U.S.C. Part 18; FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) 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 (Recipient), 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.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

J. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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

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

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

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

K. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII 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 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) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

L. DISADVANTAGED BUSINESS ENTERPRISE (DBE) **49 CFR Part 26**

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is ____ %. A separate contract goal [of ____ % **DBE participation has**] [**has not**] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. {If a separate contract goal has been established, use the following} Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**] [**prior to award**]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

M. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS **FTA Circular 4220.1E**

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

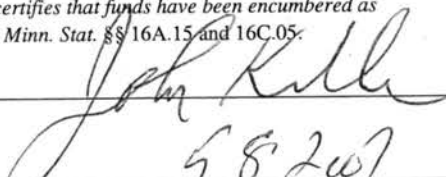
FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Grant Contract to be duly executed intending to be bound thereby.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: 

Date: 5 8 2007

CFMS Contract No. A- 62 576

GRANTEE

By: _____

Title: Chair

Date: _____

or

By: _____

Title: Vice Chair

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: Director, Office of Transit

Date: _____

Mn/DOT Office of Contract Management

By: _____

Title: Contracts Administrator

Date: _____

Rush Line Alternatives Analysis Study – Scope of Work**TASK 1: REVIEW OF PREVIOUSLY COMPLETED WORK****Previous Studies**

Forming a thorough understanding of, and building upon previously completed work is critical to forming a solid historical basis to the Rush Line Corridor AA study, as well as contributing to the efficient use of resources to the current study needs. While other studies may also be examined, such as the I-35 IRC report, some of the key previous studies relating, and their relevance, to the Rush Line Corridor include:

- Mn/DOT Commuter Rail System Plan (1999): In this plan the Rush Line corridor (shown from Forest Lake to downtown St Paul) is identified as a route that could potentially support commuter rail service, in a longer term timeframe (post-2020).
- Study of Restoring Passenger Service to Duluth and Iron Range (2000): A Mn/DOT study evaluating passenger rail service between Minneapolis/St Paul and Duluth/Iron Range concluded that service could be economically feasible.
- Rush Line Corridor Transit Study (2001): This transit study examined what interim and long-term transit improvements were suitable for the corridor, the role of recreational trails and how corridor cities, towns and counties could coordinate land use and transportation decisions to support the corridor goals.
- Metropolitan Council's 2030 Transportation Policy Plan (2004): The Rush Line is in the Metropolitan Council's 2030 Transportation Policy as a busway corridor from downtown St Paul to north of the 7-county area.
- St Paul Union Depot Analysis (2003): RCRRA conducted a study to analyze and evaluate how various transportation modes, including commuter rail in the Rush Line Corridor, would seamlessly integrate at the proposed St Paul Union Depot multi-modal hub.

Ongoing Related Studies

In addition to previously completed work, other concurrent transportation projects current status, and how they will potentially affect the Rush Line Corridor, will be noted.

Task 1 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 10 hours
- Rick Nau, Quality Assurance, 1 hour
- April Manlapaz, Transportation Planning, 16 hours
- Nancy Stavish, Transportation Planning, 40 hours

Task 1 Deliverable: Technical memorandum documenting the review of previous completed work.

Rush Line Alternatives Analysis Study – Scope of Work

TASK 2: PUBLIC EDUCATION AND INVOLVEMENT

Approach to Building Informed Consent

To gain acceptance and support for the final Rush Line Corridor AA study recommendations, it will be essential to reach out to all segments of the affected public and involve them in meaningful ways. Just as important, it will be necessary to define the role of the public engagement process. How will public participation affect the project outcome? Answering this question will be extremely important in building credibility with project stakeholders and public support for the eventual project.

As the study proceeds, public involvement needs to evolve from focusing on identifying needs and priorities to focusing on preferred alternatives. This evolution of focus is more than a change of content in public outreach; the structure of stakeholder input, be it open houses, meetings, or presentations, will also need to evolve over the study.

Public Involvement Goals

A number of different public involvement techniques can be used to assess public interest in the project and the priorities that need to be considered during the study process. While the techniques are varied, they all need to be designed to serve some or all of the following purposes:

- *Engaging the distinct communities and stakeholder groups along the corridor.* Meaningful public input is not possible if people don't know of the project, or think it doesn't affect them. Each community, and each stakeholder group, may need distinct attention in the engagement process. In the context of engaging the public, the term 'community' is not synonymous with city; communities are best defined as people with a self-perceived common interest and routine intra-community communication or interaction. Communities can stretch across political boundaries, or may be a subset of a city or other political entity.
- *Educating the public on the parameters of the project.* Education should clearly identify both what the project does and what it does not do.
- *Creating an 'ownership' stake in the plan for affected communities and stakeholders.* Demonstrating that public input has a meaningful project role is a primary element of creating ownership.
- *Assisting the public in listening to each other.* Public involvement should not just be communication between the public and the project team; it must also facilitate the means for stakeholders to discuss with each other. Encouraging compromises between stakeholder groups and communities is critical to getting broad support for the study recommendations.
- *Provide meaningful information to decision-makers.* Public meetings and public input needs to be relevant to the project mission. Each public involvement technique needs to be structured to ensure that comments relate to the difficult questions and delicate tradeoffs faced by the decision-makers.

Development of the Public Involvement Plan

The URS team will work with RCRRA communications staff to create a Public Involvement Plan (PIP). The PIP will be created in a three-stage process:

1. Initial meeting with RCRRA communications staff to identify public involvement resources and review and add to existing list of stakeholders and communities that may need discrete attention to meet the general goals of public involvement. The meeting should result in a draft list of discrete communities (not necessarily equivalent to local governments) and formal and informal stakeholder groups. The draft list should include recommendations for engaging each of the communities/groups, or barriers to engaging the groups.
2. Strategic planning meeting involving the Study Team Committee, Corridor Task Force, and perhaps other key individuals to meet the following goals:

Rush Line Alternatives Analysis Study – Scope of Work

- Review the draft list of stakeholders/communities and the engagement recommendations.
 - Add to the 'long list' of project stakeholders as necessary.
 - Discuss goals, objectives and desired outcomes of the public involvement process.
 - Work with meeting participants to prioritize the stakeholder list.
 - Identify priority groups with significant engagement barriers.
 - Identify appropriate participation techniques to best involve each priority stakeholder group.
3. Following the meeting, the URS Team would work with RCRRA communications staff to synthesize the results into a comprehensive PIP that would identify public involvement goals and objectives, stakeholders, participation techniques, key issues and messages. One of the key outcomes of the meeting would be a matrix similar to the following:

Public Engagement Techniques	Elected Officials	Neighborhood Groups	City and Agency Staff	Advocacy Organization	Cultural Communities	Institutions	Sierra Club	West Side Citizens Organization	Others...
Public Meetings									
Technical Advisory Committee									
Steering Committee									
Focus Groups									
One on One Interviews									
Design Charrettes/Workshops									
Information Booths									
Speakers Bureau									
Visual Preference Surveys									
Other									

Content of the PIP

The PIP will document an overall strategy for moving toward the goal of identifying needs and priorities in the initial outreach, and building informed consent in the second round of outreach. Techniques will be directed to meet the general public involvement goals and adapted to meet more specific needs as necessary. While a series of meetings, workshops and newsletters may be adopted at the outset, the process and its leaders should be sufficiently flexible to respond to changing circumstances, opportunities and problems. The project managers need to judge when to use various techniques, call group meetings, conduct one-on-one briefings with officials or whatever technique is most suited to the present situation. Therefore, the PIP needs to be a dynamic document that changes with the needs of the project.

Involving the Rush Line Corridor Task Force

The Task Force is a critical component of the public involvement process. Every effort needs to be made to present the Task Force as the face of the project, and the representatives of communities and stakeholder groups to the decision making process. The PIP will identify a series of specific methods for integrating the Task Force into the public involvement process. Potential methods include:

- Priming Task Force members to be speakers at events hosted by stakeholder organizations or communities.

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- Issuing press releases with quotes from Task Force members on the progress of the study, and the need for public input.
- Using Task Force members as facilitators in small group discussions at open houses.
- Developing a letterhead for project mailings that lists the Task Force members in a side bar.
- Creating a means of contacting individual Task Force members on the web site or as handouts at meetings.
- Offering occasional 'listening sessions' attended by Task Force members during which stakeholder groups or communities make presentations of their agenda, needs, or priorities.

Approach to Public Meetings

Six to eight informational open houses will likely be held over the study term. Consistent with the aforementioned public involvement goals, our team believes that the public meetings need to be structured as more than informational forums. The meetings should meet the following goals:

- Provide the public with a foundation of knowledge about the planning process and the specific decisions that are to be answered in the process.
- Provide decision-makers with relevant input to their discussion and consideration.
- Demonstrate to the public that their concerns and priorities are being considered and build their ownership in the end product.
- Get all parties to listen to each other, including both decision-makers to public stakeholder and public stakeholders to each other.

An example of how such an open house might be structured is provided below:

- Presentation – to educate meeting attendees, provide an understanding of the project and the type of feedback being requested.
- Assignment – People would review a typical open-house set of display boards but with a specific assignment such as a set of questions to be answered. Public meetings early in the study process will assign a task associated with needs and priorities. Later in the study process the assignment can be directed to identifying the elements of a preferred alternative.
- Small Group Facilitated Discussions – People would be asked to meet in small groups to discuss their assignments and reactions to the project. Ideally, Rush Line Corridor Task Force members would facilitate small groups to build trust that the input will ultimately influence the Task Force's decisions.

We believe that this structured approach to the public meetings will provide more useful input than an open house format and is likely to generate informative discussion between persons with differing points of view. Giving people a defined role in the process helps to build ownership and support for the project.

The PIP will also likely need to address the needs of distinct stakeholder groups, such as the need for interpreters, time and access limitations for transit dependent populations, accommodations for people with disabilities, and the tacit social boundaries that frequently separate exurb from suburb from central city. We would, for instance, strongly recommend using meeting forums that are familiar to the targeted communities or stakeholder groups.

Task 2 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 100 hours
- Rick Nau, Quality Assurance, 16 hours
- April Manlapaz, Transportation Planning, 20 hours
- Brian Ross (CR Planning), 80 hours

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Task 2 Deliverable:

- Collaborating with RCRRA project staff to develop a Technical Memorandum identifying the goals of the public education and involvement process, methods to achieve the goals and specific ways to measure the outcomes.
- Preparation of public meeting materials, including visual presentation aids such as, but not limited to, MS PowerPoint and boards.
- Attendance as requested, of up to 10 monthly Study Team Committee meetings.
- Attendance as requested, of up to 5 Rush Line Corridor Task Force meetings.
- Attendance of 6-8 open houses along the corridor.
- Preparation of web-ready materials for RCRRA maintained project web site.

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TASK 3: PURPOSE AND NEED

This task involves the development of the Purpose and Need Statement, which will guide the refinement and development of alternatives and provide documentation for inclusion in the AA in accordance with federal and state requirements. The URS Team will work with the Study Team Committee and the Rush Line Corridor Task Force to develop goals and objectives as well as evaluation measures for the Rush Line Corridor. In building the Purpose and Need argument, we will build upon earlier Rush Line studies.

Prepare Purpose and Need Statement: The Purpose and Need Statement will form the basis against which the alternatives will be measured. The statement will clearly identify the problem to be solved by the proposed project. It will break down the issues into elements contributing to the problems, which must be addressed by proposed solutions. The Purpose and Need Statement will draw on information developed during earlier studies of the Rush Line Corridor.

The URS Team will undertake the following activities to develop the Purpose and Need Statement:

- Assess the need for transportation improvements based on consideration of study area limits, existing and proposed facilities, and services.
- Identify opportunities and constraints.
- Document the planning and project development process in terms of key decision points.
- Develop evaluation measures against which each alternative will be evaluated.
- Coordinate the development of the Purpose and Need Statement with federal, state, and local agencies and the public through the Study Team Committee and the Rush Line Corridor Task Force and through the public involvement program.

Identify Goals and Objectives: Goals and objectives for the Rush Line Corridor will be identified during the Public Involvement and Development of Initial Alternatives tasks and from any previously adopted goals and objectives that are still relevant.

Task 3 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 2 hours
- April Manlapaz, Transportation Planning, 40 hours
- Nancy Stavish, Transportation Planning, 80 hours
- Jim Meyers, Transportation Planning, 40 hours
- Jeff Boothe (Holland & Knight), 6 hours

Task 3 Deliverable: Technical memorandum summarizing;

- The Rush Line Corridor AA Study problem statement
- The AA Purpose and Need statement
- Rush Line Corridor Goals and Objectives
- Evaluation Criteria

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TASK 4: CONCEPTUAL DEFINITION OF ALTERNATIVES

The URS Team will review previously completed background documents (from Task 1) as the basis for developing the preliminary set of alternatives. We will also collaborate with RCRRA staff and committee members to develop this set.

The selection of the alternatives to be considered in the project planning process is a very important activity in the evaluation effort. Without a set of alternatives that is structured to isolate the differences between the alternatives and to highlight the trade-offs inherent in the selection of a preferred alternative, then even the highest quality technical analysis cannot produce the full set of information needed by decision-makers.

Throughout the project development process the primary nature of the decisions to be made is a narrowing of alternatives. To ensure a well-structured set of alternatives for project planning, seven key points should be considered:

- The alternatives must include the necessary Baseline Alternative.
- The alternatives should include all reasonable modes and alignments.
- Alternatives should be designed to address a consistent set of Goals and Objectives.
- The alternatives should include all options that have a reasonable chance of becoming the locally preferred alternative.
- The alternatives should reflect an overall range of costs.
- The definition of specific alternatives should remain flexible to address "site-specific" issues.
- The number of alternatives should be manageable, in the sense that decision-makers can understand the implications of each and make a thoughtful choice.

The single most important consideration in the definition of alternatives is that they must address the goals and objectives, and specific transportation problems identified for the corridor. Only with a strong sense of "solutions" to specific problems can a set of alternatives be evaluated in a meaningful fashion.

Each alignment alternative should be defined to optimize its performance in a specific corridor. Since different technologies have different strengths and limitations, this optimization may in some cases lead to alternatives that have different alignments, lengths, and operating plans.

The policy and land use setting in which the alternatives are defined and analyzed must be unbiased and consistent across the alternatives. Since a primary purpose of project planning is to select a mode and alignment alternative, it is necessary to hold the policy setting constant so that the impacts of the mode and alignment alternatives can be isolated and quantified.

The conceptual definition of alternatives should include the preliminary identification of candidate alignments and operating strategies. These definitions are sufficient to address such general concerns as ranges of costs, ridership potential, likely cost-effectiveness, right-of-way constraints, traffic impacts, development opportunities and financial feasibility.

During the AA, (various alignments under consideration) will be compared to (the Baseline Alternative) in order to screen alternatives. The Baseline Alternative is most accurately described as the "best that can be done" to improve mobility in the corridor without a major capital investment in new infrastructure. At a minimum, the Baseline Alternative must include all reasonable cost-effective transportation improvements for the project corridor short of investment in a build alternative.

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Alternatives Screening

The results of the alternatives screening should limit the number of alternatives to those that best meet the needs of the corridor, including affordability, have a reasonable level of ridership, and meet the goals and objectives of the project.

Task 4 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 8 hours
- April Manlapaz, Transportation Planning, 200 hours
- Kate Sanderson, Transportation Planning, 40 hours
- Pavithra Parthasarathi, Ridership Forecasting, 200 hours
- Brent Kyler, Preliminary Capital Costings, 20 hours
- Nancy Stavish, Transportation Planning, 40 hours
- Jim Meyer, Transportation Planning, 80 hours
- Lonnie Blaydes (Blaydes Consulting), 29 hours

Task 4 Deliverable: Technical memorandum detailing:

- The universe of alternatives
- Analysis of initial universe of alternatives
- Evaluation of these alternatives
- justification for selecting screened alternatives (No Build, Baseline, and up to three other alternatives)

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TASK 5: DETAILED ANALYSIS & EVALUATION OF ALTERNATIVES

Based upon the evaluation and screening of the initial set of alternatives, several routes and service alternatives will be carried forward for further study in the detailed evaluation stage of the study, including the Baseline Alternative and No-Build Alternative.

The intent of the detailed evaluation stage is to recommend one or more preferred alternatives that best respond to the goals and objectives of the project. This phase of the evaluation process uses a weighted-measures technique, whereby the evaluation will consider weights on groups of criteria to reflect the relative importance of each. A fundamental component of our approach to screening is to establish and make available an open, explicit, and replicable basis for the evaluation of alternatives.

During the study process, an evaluation methodology will be developed with input from all study area stakeholders, and then applied, in order to screen the alternatives to one final alignment. The measures will be developed in partnership with the Study Team Committee and the Rush Line Corridor Task Force, and stakeholders and conform to the project's Purpose and Need Statement. Qualitative and quantitative evaluation measures will conform to categories of system characteristics, potential costs, ridership forecasts and relevant environmental considerations.

Task 5 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 8 hours
- Lonnie Blaydes (Blaydes Consulting), 57 hours
- Jim Meyer, Transportation Planning, 80 hours

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Task 5.1 Operating Plan

Detailed bus and rail plans will be developed for all project alternatives that are advanced from preliminary screening. Steps that will be taken to define transit networks for these alternatives are as follows:

- **Collect and Analyze Base Data.** First, we will collect and analyze current bus ridership and operations data from Metro and other corridor transit operators for routes operating in the corridor. We will collect and review short-range and long-range transit plans for the corridor and will also review corridor demographic data.
- **Develop No-Build and Baseline Alternatives.** The No-Build alternative is likely to reflect “existing plus committed” transit service improvements within the defined study area. The Baseline alternative will likely reflect a significant enhancement of bus line-haul transit services, representing service that is comparable to the proposed commuter rail service. A “network” will be defined that includes local bus service connections to this line haul service and park-and-ride lots. The Baseline alternative will be defined in a manner that is consistent with FTA requirements for the Baseline alternative in a New Starts project, should this project advance from Alternatives Analysis.
- **Develop Service Plans for the “Build” Alternatives.** The “build” alternatives will reflect significant changes to corridor bus routes. Bus plans for the build alternatives will reflect new feeder bus services and elimination and/or service reductions on bus routes that are parallel to the proposed premium transit service that is in each alternative. For each route, we will identify changes in operating hours/days, frequency of service for each time period, route alignment, peak equipment demand, and revenue miles and hours of service. Impacts on existing and proposed new park-n-ride lots will be identified, and bus volumes will be determined on impacted roadways. For the premium transit service options, we will define span of service, frequencies and fares. Travel time estimates will be generated, and operating statistics will be developed based on the travel time estimates and proposed service characteristics.

Task 5.1 URS Team Roles and Responsibilities:

- Jim Baker (Connetics), Operating Plan, 30 hours
- Tim Crobons (Connetics), Operating Plan, 100 hours
- Smith Myung (Connetics), Operating Plan, 100 hours

Task 5.1 Deliverable: Technical memorandum detailing operating plans and costs for each alternative selected for detailed analysis.

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Task 5.2 Ridership Forecast

As part of the preliminary screening of alternatives in Task 4, a total of up to five alternatives will be recommended for further evaluation. These alternatives will include a “no-build” and “baseline” alternative along with three transit alternatives. The objective of Task 5.2 is to prepare detailed ridership forecasts along with estimates of evaluation criteria to assess the overall viability and feasibility of each alternative. It is envisioned that the analysis of this task will be developed in a coordinated process acceptable to FTA and will be structured in a manner that maximizes its use for this stage of the project as well as potential subsequent analysis within the framework of FTA’s “New Starts” process.

Task 5.2.1 Modeling Methodology

The model methodology adopted for this project will be structured to maximize the use of existing models and available data. Several existing and/or recently completed models will be reviewed in detail to determine which model provides the best overall modeling platform for the project. These models include:

- Metropolitan Council 7-County Regional Model.
- Minnesota DOT’s Collar County Model.
- 2001 Rush Line Corridor Model, which was an expanded version of the Metropolitan Council Regional Model.

Given the wide range of potential transit alternatives (express bus, light rail, BRT, and commuter rail), a criteria element of this evaluation will be the ability of each model to adequately forecast usage for these potential services. From the initial review of the available models, expansion of the Metropolitan Council Regional Model will be needed to provide adequate level of geographic coverage for the region north of St. Paul. It is anticipated that this model’s mode choice process may also be capable of generating the necessary data required by FTA’s “SUMMIT” program, which is a key element of a “new starts” project, and an element that would be pursued later should the alternative proceed for further study under the New Starts process.

URS will also review and assemble the recent 2002-03 Longitudinal Employer- household dynamics survey data that will be provided by the metropolitan council. This data, coupled with the 2000 Census CTPP will be used as a baseline to establish and quantify the major commuting markets that would be served by the transit alternatives. This data will also be used to assess and validate the trip tables in the regional model adopted for this project. As a final step, URS will also review any previous study documents, such as the 2001 Rush Line Corridor Transit Study, to gain further insight into travel patterns in the corridor.

After the completion of the model review and the review of the background material, URS will finalize the modeling methodology. While this phase of the project does not include a formal “new starts” submittal, the proposed methodology will be structured to support the analytical requirements of FTA’s SUMMIT, to the extent feasible within the project’s schedule and resources. The proposed methodology will be summarized in a brief memorandum for review by the technical review committee and FTA staff. Based on the comments received, URS will revise the methodology as necessary.

Task 5.2.2 Corridor-Specific Calibration

Following the completion of the modeling methodology, URS will adjust the adopted model, if necessary, to ensure that it properly predicts existing travel patterns and transit usage in the proposed corridors. This effort will include comparisons of the estimated travel patterns and transit ridership to the observed data reviewed in Subtask 5.2.1 and observed ridership from the existing transit service. As part of this effort, URS will review the existing highway and transit network coding within the proposed corridors to ensure the proper connectivity for transferring as well as the proper walk access and drive access connections. URS will also review the coded service characteristics, such as transit run times and headways, to ensure that they are properly represented in the adopted modeling process. URS

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will also compare the estimated traffic volumes and observed traffic counts within the corridor to ensure that the model is properly assigning traffic to network.

URS will perform a limited comparison of the existing socioeconomic data in the model with readily-available data available from the client such as current census estimates. Any issues identified from this comparison will be summarized for discussion with the project team. At the conclusion of this task, URS will summarize the results of the corridor specific calibration in a brief technical memorandum. This document will be submitted to the committee for the review and comment.

Task 5.2.3 Future Year Scenarios

In order to estimate future year demand for the transit services it will be necessary to define the alternatives from Task 4 in the appropriate level of detail and prepare future year estimates of population and employment for zones the project corridor. Since transit usage is heavily dependent on the employment and/or destinations within walking distance of transit stops, the future population and employment forecasts should consider the potential impacts to development patterns if transit service is provided to certain potential employment centers in the corridor. It should be noted that FTA normally requires that the socioeconomic forecasts be held constant between the no-build and build alternatives, so it is critical to consider this requirement when establishing the future year population and employment in the vicinity of potential transit stops. It is assumed that the existing regional model socioeconomic data sets will be used the starting point for this analysis and that any zonal-level revisions will be provided by the client and/or technical steering committee.

As an initial step for the future year no-build and committed project networks, URS will review the existing future year networks from the Metropolitan Council and review other projects for consideration. Any "near-term" committed projects or those currently under construction are generally properly coded in the no-build network. It is assumed that the committed projects alternative will incorporate any longer-term projects with assured funding into the no-build network. The project team and committee may develop the list of additional highway improvements for this effort for potential inclusion.

For the coding of the transit alternatives, URS will develop the alternatives using the service concepts identified in Task 4 along with the operational characteristics identified in Task 5.1. This will include potential park ride intercept lots within the corridor as well as revisions the feeder bus services. It is anticipated that operational plans and headways established in Task 5.1 will attempt to minimize the number of transfers required by patrons as well as minimizing the wait time associated with any transfer points. URS will code the bus run times in accordance with proposed schedules generated in Task 5.1 and will code travel times for all exclusive transit right-of-ways, this will include run times and station dwell times for all fixed guideway options and exclusive bus lanes associated with BRT alternatives. As a final step in the transit alternative coding process, URS will recommend "catchment areas" (groups of zones) that will be served by each new transit station. URS will develop auto access connections for each of the zone in these groups to the designated transit stops and/or park ride locations.

After completion of the alternative network coding, URS will execute the regional model for the 2015 and 2030 horizon years. Ridership forecasts for each line and station activity summaries for each stop will be prepared. Maximum load points along each route will also be summarized for review with the operational plans developed in Task 4. This review may lead to a further iteration of estimates based on revisions to the headway assumptions and other operational constraints.

Task 5.2.4 Alternative Evaluation Criteria

In consultation with the client and the project team, URS will develop standardized performance measures to assess the impact of the various transit alternatives analyzed in Task 5.2.3. These performance measures will include statistics such as VMT and vehicle trip reductions, travel time savings, as well as transit ridership, number of transfers,

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and boarding statistics at major hub stations. In addition, URS will summarize the utilization of planned park-ride facilities in the corridor to facilitate assessing the overall impacts of the project.

As part of this effort, URS will also work with the project team to investigate revisions to the proposed termini of each alternative and/or potential phasing of the alternatives if practical. As part of this analysis, URS will also review and summarize transfer patterns that result from the new services so that transit trips diverted from other transit modes can be identified. This analysis may indicate a need to alter competing transit services in order to better optimize each transit alternative.

Once the ridership statistics have been prepared for each alternative, an additional set of cost-usage ratios will be estimated. Measures such as the capital cost per rider and operating cost per rider will be provided for discussion with the project team. The final product of this task will be a technical memorandum that summarizes the ridership and usage statistics along with the evaluation criteria for each alternative.

Task 5.2 URS Team Roles and Responsibilities:

- Pavithra Parthasarathi, Ridership Forecasting, 400 hours
- David Schellinger, Ridership Forecasting, 160 hours
- Heejoo Ham, Ridership Forecasting, 240 hours

Task 5.2 Deliverable: Technical memorandum detailing ridership forecasting results.

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Task 5.3 Operating and Maintenance Cost Estimates

Accurate estimates of annual operating and maintenance (O & M) costs are critical for projects that are likely to advance through the FTA New Starts program. Methodology used to estimate these O&M costs must also be acceptable to FTA staff. Costs will be based on a spreadsheet model that drives costs for specific line items (e.g., bus operators) on the basis of specific service characteristics (e.g., revenue bus-hours).

Multiple local sources exist for cost estimates, should those alternatives advance to this stage. Costs for local bus service will be based on actual cost experiences of Metro Transit and other corridor transit operators. Costs for new commuter bus services are likely to be based on cost experiences of the existing Northstar Commuter Coach bus service. BRT O&M cost estimates will take into consideration any unique features to the proposed BRT service (e.g., BRT stations and park & ride lots, unique BRT buses). Light rail alternatives will take into consideration Hiawatha Corridor cost experiences.

Finally, commuter rail alternatives will utilize the same methodology used to estimate O&M costs for Northstar commuter rail project. Members of the URS Team were responsible for developing O&M costs for Northstar in its most recent New Starts submittal to FTA. When estimating O&M costs for commuter rail, it is important to take into consideration the operating environment. For example, will operations and maintenance of trains be contracted out to a service provider, or just operations? Will commuter rail trains operate on track owned by the RCRRA, or on track owned by a freight railroad company? Will RCRRA be responsible track maintenance, or will that function be contracted out? It will be necessary to vary from Northstar commuter rail cost characteristics, should the response to any of these questions differ from the Northstar operating assumptions. The URS Team has the experience to provide suggestions and help guide these decisions.

Task 5.3 URS Team Roles and Responsibilities:

- Jim Baker (Connetics), Operating Plan, 30 hours
- Tim Crobons (Connetics), Operating Plan, 100 hours
- Smith Myung (Connetics), Operating Plan, 100 hours

Task 5.3 Deliverable: Technical memorandum detailing operating and maintenance cost estimates.

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Task 5.4 Capital Cost Estimates

The capital cost estimate, along with the ridership estimate, are two of the most critical inputs that are used to evaluate cost effectiveness and ultimately influence the decision making that goes into selecting the preferred alternative. In preparing all our capital cost estimates, the URS Team will document all the assumptions that go into each estimate. Our quality assurance will ensure that the estimates are correctly prepared and thoroughly checked. The team will make extensive use of spreadsheets in the development of the estimates so that, when necessary, the re-computation of estimates can be handled quickly and efficiently. By identifying all assumptions and by having a flexible estimating system that can be updated easily, we will have a capital cost methodology that will allow assessment of all cost elements, including those that are inherently uncertain or are a particularly high percentage of the overall cost. The development of capital cost estimates will be based on FTA guidelines and the prevailing views of FTA staff, which specifies a unit cost approach. Unit prices will be based cost data from recent bids supplier quotes, and commercially available unit cost data. The URS Team has successfully used this approach in other major planning studies, including the SEPTA Cross County Corridor MIS/DEIS and the NJ TRANSIT West Trenton Passenger Restoration/Environmental Assessment Study. The capital cost methodology must be in place and ready to be applied at critical times during the development of alternatives so that cost-based decision making can take place without delay.

As indicated in the FTA guidelines for capital cost estimating, figures will be developed to a level of detail "...only necessary to ensure that the choice of an alternative is not distorted by errors in the cost estimates." Thus, our team's approach will be guided with the intent of developing similar levels of precision for all alternatives, and producing estimates that allow assessment of the differences among alternatives with acceptable levels of confidence. This will call for varying levels of engineering attention to various portions of the alignments, depending on the complexity of the tasks at hand and the degree of uncertainty concerning existing soils, utilities, and other physical attributes.

Develop Capital Cost Estimate Methodology: The URS Team will develop three types of unit cost data: typical, specific, and system-wide. Typical unit costs can be applied to a known typical section. Specific unit costs will be developed for unique situations, such as for a major overhead or under-grade structure. System-wide costs are applied to each alternative in its entirety. Examples include traction power, train control, communications, and vehicles. Using a spreadsheet approach, our team will organize the capital costs into the following functional categories (detail will vary depending upon screened alternatives):

- Roadway
- Trackwork
- Shops and yards
- Train control
- Vehicles
- Special conditions
- Guideway and Structures
- Stations
- Electric traction
- Communications
- Property acquisition
- Project soft costs

Capital Cost Estimating Results: The unit costs and the methodology developed will be applied at various times, during the earlier tasks, to develop capital cost estimates, as needed to advance the project. The cost basis for capital construction items and the application of unit costs and development of total costs will be completed under this task. Using the method described above, capital cost estimates for the set of alternatives carried forward to the detailed analysis.

Task 5.4 URS Team Roles and Responsibilities:

- Brent Kyler, Capital Costings, 80 hours

Task 5.4 Deliverable: Technical memorandum detailing capital cost estimates.

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Task 5.5 Environmental and Community Issues

The purpose of this task will be to identify potential environmental and community issues that could be considered alternative differentiators. The URS Team will define and focus on key issues/impacts that could impact the feasibility of the proposed alternative. The “feasibility” could be defined by the potential significance of the impact as it pertains to time required to appropriately mitigate the impact, the cost of the mitigation, the level of controversy surrounding the potential impact and the likelihood that a reviewing/permitting agency would grant the appropriate approval for the project to move forward. The URS Team will examine existing environmental and social data relevant to the Rush Line Corridor, conduct scoping level agency coordination to determine key impact areas/areas of concern in the corridor, and analyze data using appropriate methods to determine potential environmental and social consequences for each of the alternatives under evaluation.

The product of this effort will be a technical memorandum that identifies the potential environmental and social issues for each alternative that must be analyzed in subsequent studies to assure that the project conforms to NEPA guidance and will secure appropriate environmental clearance(s).

Task 5.5 URS Team Roles and Responsibilities:

Nancy Stavish, Transportation Planning, 100 hours

Task 5.5 Deliverable: Technical memorandum detailing potential environmental and community issues.

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Task 5.6 Evaluation of Remaining Alternatives

This task will summarize the detailed analysis and evaluation of the screened alternatives based on the following data:

- Operating Plans and Costs.
- Ridership Forecast.
- Operations and Maintenance Cost Estimates.
- Capital Cost Estimates.
- Environmental and Community Issues.

The alternatives will be evaluated using the measures developed for the screening process and the goals and objectives adopted for the project. This information can then be used by the study decision-makers to recommend advancing certain alternatives.

Task 5.6 URS Team Roles and Responsibilities:

- April Manlapaz, Transportation Planning, 200 hours
- Kate Sanderson, Transportation Planning, 40 hours

Task 5.6 Deliverable: Technical memorandum detailing the analysis and identification of the remaining alternatives.

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TASK 6: FINAL REPORT

The URS Team will document the Rush Line Corridor Study AA process. The study report will include previously produced materials including:

- Summary of previous work and relevance to this study.
- Public Education and Involvement plan and stakeholder feedback.
- Summary of the Purpose and Need statement.
- Summary of the universe of alternatives considered, screening methodology and evaluation of alternatives.
- Detailed analysis of the screened alternatives.

The final report will also include other as material to help tie the analytical material and provide overall context, such as an Executive Summary.

Task 6 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 16 hours
- Nancy Stavish, Transportation Planning, 200 hours

Task 6 Deliverable:

- Initial color preliminary draft for Project Manager review.
- 25 color draft reports for review by Study Team and Task Force.
- 75 color final reports, along with 2 reproducible cd-roms, a reproducible color report and a web-ready electronic version. Graphics will be legible in black and white, or color.

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TASK 7: NEXT STEPS

It is always important to have a plan to succeed. This is especially important when attempting to implement a new mode of transportation in a corridor. In our experience, we have seen what it takes to make a project succeed and what pitfalls occur to cause a project to fail. One critical element that has been present in all successful projects is a sound implementation plan.

The URS Team will prepare an implementation plan for the Rush Line Corridor AA that is realistic and accurate, however it will not be created in a vacuum. We will coordinate with staff to include decision-makers in the development of the plan. These decision-makers must be comfortable with the plan, as they will ultimately have to make the difficult financial commitments that result.

The implementation plan will include a schedule that outlines target dates for completion of technical analysis, initiation of engineering activities, preparation of environmental clearance documents, identification of funding steps, and submissions of potential required FTA reports. The plan will be presented in a concise report with an accompanying task bar schedule.

Task 7 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 8 hours
- Rick Nau, Quality Assurance, 1 hour
- Jeff Boothe (Holland & Knight), 8 hours

Task 7 Deliverable: Technical memorandum containing next steps.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL PROVISIONS

POLICY STATEMENT

It is the policy of the Minnesota Department of Transportation (Mn/DOT) that DBEs, as defined in 49 C.F.R. Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, Mn/DOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT)-assisted contract because of sex, race, religion, or national origin. The Minnesota Department of Transportation (Mn/DOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the DOT, 49 C.F.R. Part 26.

Mn/DOT has received federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 C.F.R. Part 26. The DBE requirements of 49 C.F.R. Part 26 apply to this contract. In this regard, the contractor will take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract.

CONTRACT ASSURANCE

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

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SUBMITTAL OF DOCUMENTATION

For all contracts where goals are set, regardless of contract size, the contractor will be required to: (a) propose the participation of specific DBEs to meet the goal; or (b) demonstrate good faith efforts to meet the goal, and (c) acknowledge and accept the requirement for On-the-Job Training (OJT). A contractor must provide justification if it rejects bids, quotes, or proposals from properly certified, qualified DBE firms.

In order to fulfill a DBE goal, the firms utilized as DBE subcontractors must be certified as DBEs by Mn/DOT's Office of Civil Rights prior to the bid letting. The Minnesota Unified Certification Program's (Mn/UCP) Disadvantaged Business Enterprise (DBE) directory, which is found on Mn/DOT's OCR website, includes the names and addresses of all firms that are certified to perform the type of work the contractor is proposing to subcontract.

The Apparent low bidder must submit the following documents to the Good Faith Efforts Review Committee, in Mn/DOT's Office of Civil Rights.

1. Certificate of Good Faith Efforts - attached herein as page 15
2. Bidders List - attached herein as page 16
3. Good Faith Efforts Affidavit - attached herein as page 18
4. Exhibit A Forms - attached herein as page 11
5. Supporting Documentation to Verify Good Faith Efforts
6. OJT Acknowledgement Form - attached herein as page 19

The Apparent low bidder must submit information on the attached **Certificate of Good Faith Efforts** listing all of the DBE and non-DBE firms (including subcontractors, service providers and suppliers) from whom it solicited quotes to provide work and/or supplies for the project.

The Apparent low bidder must also submit a completed **Bidders List**, which must include information on: (1) all DBE and non-DBE firms that submitted a bid/quote for the project; and (2) the proposed firms to be used on the project as subcontractors, service providers and suppliers. The Apparent low bidder must submit a completed Bidders List form even if the company's list of proposed subcontractors, service providers and suppliers and supporting documentation (Exhibit A forms) includes enough participation to meet the contract-specific goal.

Additionally, a completed **Good Faith Efforts Affidavit** must be submitted regardless of whether or not the Apparent low bidder has indicated on its list of proposed subcontractors, service providers and suppliers sufficient participation to meet the contract-specific goal.

The Apparent low bidder must submit completed **Exhibit A** forms for each DBE firm it proposes to utilize on the project, along with copies of the signed agreements and/or affidavits and/or letters of intent committing themselves to the use of the proposed DBE firms for at least the percentage submitted on the Exhibit A forms. See page 10 of the DBE Special Provisions herein for additional information on completing the Exhibit A form.

The Apparent low bidder must also complete and submit the **OJT Acknowledgement** form, and provide additional information, which supports its good faith efforts such as those typical Good Faith Efforts listed on pages (3-5) of these DBE Special Provisions as well as summaries of the

bidder's discussions and/or solicitation efforts of DBE firms (along with the firm names, addresses and contact persons). This information can include but is not limited to copies of solicitation letters and/or faxes to DBE firms.

FAILURE TO SUBMIT DOCUMENTATION

Failure of the apparent low bidder to submit the Certificate of Good Faith Efforts, the Bidders List, Exhibit A forms, Affidavit of Good Faith Efforts and supporting documentation **within three (3) working days** from the time of notification by Mn/DOT's Office of Construction and Innovative Contracting may result in the rejection of the bid and forfeiture of their proposal guaranty.

DBE CONTRACTUAL GOAL

The DBE goal on this contract is 13 percent.

The goal may be attained by means of:

1. A subcontract agreement or affidavit with a Mn/UCP-certified DBE;
2. An equipment lease agreement with a Mn/UCP-certified DBE;
3. A joint venture with a Mn/UCP-certified DBE. This joint venture must be approved by the Mn/DOT Office of Civil Rights prior to bid opening;
4. A purchase agreement with a Mn/DOT certified DBE supplier (sixty percent of the supplier's contracted amount will be credited toward the DBE goal); or
5. Other services pre-approved by the Mn/DOT Office of Civil Rights.

The bidder shall make every reasonable effort to subcontract work to DBEs through good faith negotiations and/or solicitations in advance of the date specified for the opening of bids.

The bidder shall indicate at the time of bid their DBE commitment (which may be different from the goal indicated in this proposal) that they intend to subcontract to DBEs. A bidder who fails to indicate a DBE commitment must fulfill the "total goal" indicated in this proposal.

EVALUATION OF GOOD FAITH EFFORTS

If the apparent low bidder (hereafter ALB) has a DBE commitment that indicates they will accomplish none or only a portion of the Disadvantaged Business Enterprise (DBE) goal, they must demonstrate good faith efforts in attempting to meet that goal. Mn/DOT's Good Faith Efforts Review Committee shall review all "good faith efforts" documents submitted, and any amendments, and make a recommendation to the Director of OCR. If the ALB fails to meet the Good Faith Effort, as noted in this document, the Good Faith Efforts Review Committee will recommend to the Director of OCR that the Good Faith Effort be rejected. The Director will make the final decision if the Good Faith Efforts are to be rejected.

The ALB must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of 49 C.F.R. Part 26 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. The DBE Liaison Officer will make the final determination on whether a bidder made sufficient good faith efforts to meet the goal in accordance with the guidelines set forth in 49 C.F.R. §26.53, and Appendix A thereto. Compliance will be determined on a case-by-case basis, based on a review of documentation of the following general types of activities:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal/pre-bid meetings, advertising and /or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The ALB must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The ALB must determine with certainty if the DBEs are interested by taking appropriate steps to follow up on the initial solicitations;
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the ALB might otherwise prefer to perform these work items with its own forces;
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation;
4. Negotiating in good faith with interested DBEs. The ALB has the responsibility to make a portion of the work available to DBE Subcontractors (including Consultants), Suppliers and Service Providers, and to select those portions of the work or material needs consistent with the available DBE Subcontractors, Service Providers and Suppliers so as to facilitate DBE participation. Evidence of such negotiations include the names, addresses, and telephone numbers of DBEs that were considered; a description of information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work;
5. An ALB using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for an ALB's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ALB's ability or desire to perform the work of a contract with its own organization does not relieve the ALB of the responsibility to make good faith efforts. The ALB is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable;
6. Rejecting DBEs as being unqualified must be based on a thorough investigation of their capabilities and sound reasons for rejecting DBEs must be articulated. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of proposals/bids in the ALB's efforts to meet the project goal;

7. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Mn/DOT or the ALB;
8. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
9. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State and Federal offices of minority/women business assistance; and other organizations, as allowed on a case-by-case basis, to provide assistance in the recruitment and placement of DBEs; and
10. The performance of other bidders in meeting the contract requirements. For example, when the ALB fails to meet the contract goal, but other bidders meet it, the question may be reasonably raised as to whether, with additional reasonable efforts; the ALB could have met the goal. If the ALB fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, this may be viewed, in conjunction with other factors, as evidence of the ALB having made good faith efforts.

The ALB shall submit signed agreement(s) and/or affidavit(s) committing themselves to the use of Disadvantaged Business Enterprises (DBEs) for at least the percentage submitted with the bid proposal within 3 working days from the time they are notified, by the Office of Construction and Innovative Contracting that they are the ALB. The ALB shall also submit the OJT Acknowledgement form committing themselves to implementing the OJT Program on this project, as outlined in Section S-53 (2041) **ON-THE-JOB-TRAINING PROGRAM** of the EEO Special Provisions.

All DBE subcontract agreement(s) including Purchase Orders/Purchase Agreements or affidavit(s) must be accompanied by a completed Description of Work form, which is identified as "Exhibit A," a copy of which is attached hereto. This information is to be submitted to the Mn/DOT Office of Civil Rights within the allowed three (3) working days from the ALB's receipt of the letter notifying the company that they are the ALB, with the DBE subcontract agreement(s) and/or affidavit(s). Failure to submit a completed Exhibit A form with each DBE signed agreement(s) and/or affidavit(s) within the 3-day working day period or any allowed extension will result in the rejection of the bid and the forfeiture of the proposal guaranty.

If the Director of Mn/DOT's Office of Civil Rights determines that adequate good faith efforts have not been demonstrated, the ALB will be notified in writing of the decision and advised of their right to request administrative reconsideration. The rejected bidder will not be approved as a subcontractor or material supplier with the bidder who is ultimately awarded the contract.

ADMINISTRATIVE RECONSIDERATION

Within five days of being informed by Mn/DOT that it is not responsive because it has not documented good faith efforts, an ALB may request administrative reconsideration. The bidder should make this request in writing to the reconsideration official, Douglas Differt, Deputy Commissioner, Chief Engineer or his designee, at the following address: 395 John Ireland Blvd. St. Paul, Minnesota 55155; Email Address: douglas.differt@dot.state.mn.us, Phone: (651) 296-8532. The reconsideration official will not have played any role in the original determination that the ALB did not make good faith efforts.

Mn/DOT will provide the ALB with a written decision on reconsideration, explaining the basis for the determination. The ALB will have the opportunity to:

1. Provide written documentation or argument on record concerning the issue of whether the ALB met the goal or made adequate good faith efforts to do so; and
2. Meet in person with Mn/DOT or its reconsideration official to discuss the issue of whether the ALB met the goal or made adequate good faith efforts to do so.

In accordance with 49 C.F.R. §26.53, the result of the Mn/DOT's reconsideration process is not subject to administrative appeal to the U.S. Department of Transportation.

COUNTING DBE PARTICIPATION

In accordance with 49 C.F.R. §26.55, Mn/DOT will utilize the following guidelines in determining the percentage of DBE participation that will be counted toward the overall DBE goal:

1. When a DBE participates in the Contract, the value of the work actually performed will be counted;
2. If a firm is not currently certified as a DBE in accordance with the standards of subpart D of the regulations (49 C.F.R. §26.55(f)) at the time of the due date for Bids or offers of the contract, the firm's participation toward any DBE goals will not be counted, except as provided for in 49 C.F.R. §26.87(i);
3. The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal;
4. The participation of a DBE Subcontractor toward the Contractor's DBE achievements or the overall goal will not be counted until the amount being counted toward the goal has been paid to the DBE;
 - A. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. §26.55 that is performed by the DBE's own forces). Include the cost of supplies and materials obtained by the DBE for the work of the Contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate);
 - B. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, count toward DBE goals, provided that the Mn/DOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services;
 - C. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals;
 - D. When a DBE performs as a participant in a joint venture, Mn/DOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals; and

5. Mn/DOT will count expenditures of a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

COMMERCIALLY USEFUL FUNCTION

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Mn/DOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors;
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions must be examined, particularly those in which DBEs do not participate;
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Mn/DOT will presume that it is not performing a commercially useful function;
4. When a DBE is presumed not to be performing a commercially useful function as provided in this program, the DBE may present evidence to rebut this presumption. It may be determined that the firm is performing a commercially useful function given the type of work involved and normal industry practices;
5. Mn/DOT's decisions on matters of whether a DBE performs a commercially useful functions are subject to review by the concerned operating administration, but is not subject to an administrative appeal to US DOT; and
6. Mn/DOT will use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there can not be a contrived arrangement for the purpose of the meeting DBE goals;
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck, which **must be used** on the project at all times;
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs;
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;

- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement, provided the DBE utilizes **at all times** during the contract at least one company-owned fully operational unit with an employee driver. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE; and
 - f. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.
7. Mn/DOT will count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. Mn/DOT will count 100% of the cost of the materials or supplies toward DBE goals if the materials or supplies are obtained from a DBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
 - b. Mn/DOT will count 60% of the cost of the materials or supplies toward DBE goals if the materials or supplies are purchased from a DBE regular dealer. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold to or leased to the public in the usual course of business; and
 - c. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
 - d. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long -term lease and not on an ad hoc or contract-by-contract basis;
 - e. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of 49 C.F.R. §26.55(e)(2); and
 - f. Mn/DOT does not allow drop shipments. Materials and supplies obtained from a DBE regular dealer that are drop-shipped to a project site will not be counted toward DBE goals.
8. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, Mn/DOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals,

provided that Mn/DOT has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services rendered, and that the DBE has been certified by the Mn/UCP as a broker for such services. However, Mn/DOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.

FAILURE TO FULFILL DBE COMMITMENT

Where it appears that the prime contractor is failing to fulfill the Disadvantaged Business Enterprise subcontracting commitments made, sanctions for noncompliance may be invoked which include, but are not limited to, Mn/DOT withholding progress payments and deducting from the contract proceeds as liquidated damages and not as a penalty, a sum equal to the portion of the DBE commitment not fulfilled.

Where the contractor fails to fulfill the full amount of contracts executed with DBE firms, as required by this contract through no fault of the DBE firms, Mn/DOT will deduct from the contract proceeds, as liquidated damages and not as a penalty, a sum equal to the portion of the DBE goal which has not been met. However, if Mn/DOT reduces the quantity of work subcontracted to the DBE, this provision does not apply.

The provisions of Mn/DOT 1302 are modified to the extent that any bidder failing to perform any or all of the responsibilities contained herein may constitute grounds for the Commissioner of Transportation to declare the bidder (non-responsive) with respect to future contracts.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. This clause applies to both DBE and non-DBE subcontractors. Any contractor making payments to subcontractors must complete and submit the attached Contractor Payment form.

DBE REPLACEMENT

The contractor shall make good faith efforts, to the satisfaction of the Mn/DOT Office of Civil Rights, to replace Disadvantaged Business Enterprise subcontractors who are unable to perform successfully with another Disadvantaged Business Enterprise, as applicable. Mn/DOT's Office of Civil Rights shall approve all substitutions of subcontractors during the contract performance in order to ensure the substitute firms are eligible DBEs.

Once a contractor submits an affidavit, subcontract or other signed agreements, and an Exhibit "A" (which shall include the DBE business's name and contract amount, and the type of work), the DBE business cannot be substituted by another DBE business for any reason until the following occurs:

1. Mn/DOT's Office of Civil Rights receives a letter requesting approval of the substitution, including the reasons for the substitution; and,
2. Mn/DOT's Office of Civil Rights approves the substitution.

Mn/DOT staff will use all available means to assist the contractor, when requested, in replacing DBEs. This assistance may include but is not limited to:

1. Providing the contractor with information regarding the availability of other DBEs.
2. Providing the contractor with assistance in locating available DBEs.

AWARD OF CONTRACT

If all other contract requirements are met as to the awarding of the contract, the contract will be awarded to the lowest responsive bidder who submits all good faith efforts documentation and either meets the DBE goal or demonstrates Good Faith Efforts, as defined above.

The apparent successful bidder shall be notified by Mn/DOT Office of Construction and Innovative Contracting that it is the Apparent Low Bidder (ALB) on the project. The ALB shall submit signed agreement(s) and/or affidavit(s) committing themselves to the use of Disadvantaged Business Enterprises (DBEs) for at least the percentage submitted with the bid proposal within three (3) working days of notification. The ALB shall also submit the OJT Acknowledgement form committing themselves to implementing the OJT Program on this project, as outlined in Section S-53 (2041) ON-THE-JOB-TRAINING PROGRAM of the Contract Special Provisions.

All DBE subcontract agreement(s) including Purchase Order/Purchase Agreement or affidavit(s) must be accompanied by a completed description of work form which is identified as "Exhibit A," a copy of which is attached hereto. This information is to be submitted to the Mn/DOT Office of Civil Rights within the allowed three (3) working days from receipt of notification of being the apparent low bidder, with the DBE subcontract agreement(s) and/or affidavit(s). Failure to submit a completed Exhibit A form with each DBE signed agreement(s), purchase order and/or affidavit(s) within the 3-day working day period or any allowed extension will result in the rejection of the bid and the forfeiture of the proposal guaranty.



DBE Description of Work (Exhibit A) and Field Monitoring Report

A contract with the Prime Contractor cannot be awarded unless this form is submitted with a signed subcontract, purchase order or affidavit for every DBE. The DBE subcontractor is to fill out all of the appropriate information and sign this form.
PLEASE PRINT CLEARLY OR TYPE.

Section (A): (All DBE Subcontractors, including Trucking firms must complete Section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____
Prime Contractor: _____ Phone #: _____
DBE Subcontractor: _____ Phone #: _____
DBE Principal Name: _____ Total Subcontract \$: _____
DBE Participation Claimed: Percent _____ % Amount \$ _____

1. Did you bid and sign a subcontract agreement with the above-named prime contractor? _____
2. Are the items, quantities, and prices listed on the subcontract agreement/affidavit correct? _____
3. List the line items to be performed: _____

4. Are there any other agreements not addressed in the subcontract? If yes, please explain: _____

5. If equipment to be used is other than what is listed in your DBE certification file please answer the following:
 - a. Will the renting or leasing include any of the following: (Attach a copy of the lease/rental agreement(s)).
Equipment _____ Insurance _____ Operator _____ or Maintenance _____
 - b. Lessor's name: _____
Amount to be paid: _____ Number of days to be used: _____
6. Will there be any other firm(s) providing work listed in your (DBE) subcontract?
If yes, answer the following: Firm's Name: _____ \$ amount of the work: _____
7. What is the name of the person supervising your work on this project? _____
Is this your employee? _____
8. How many people will you be employing on this project? _____ Minorities: _____ Females: _____
9. Total dollar amount of materials to be supplied? _____
10. Who are you purchasing the materials from? _____
11. Please submit Purchase Agreement and/or Purchase Order from manufacturer(s) or primary material supplier(s).
NOTE: This Exhibit 'A' will not be approved without the Purchase Agreement/Purchase Order.
12. Please list all subcontracts that your firm will be performing during the current construction season including non-DBE work:
(Attach additional sheet if necessary.)

	Project Number	Prime Contractor	Project Location	# of Working Days
1.				
2.				
3.				

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Minnesota Department of Transportation
Office of Civil Rights

Section (B):

TO BE COMPLETED ONLY BY THE DBE TRUCKER

1. The number of hours contracted or quantities to be hauled on this project? _____
2. How many fully operational units will be used on this Project? _____ (Tractor/trailers: _____ Dump trucks: _____)
3. How many fully operational units will be yours? _____ (Dump trucks: _____ Tractors/trailers: _____)
4. How many other units will be yours? _____ (Tractors: _____ Trailers: _____)
5. If ITO's or trucking companies are to be used on this project answer the following:

	Name of ITO/Company	Dollar Amount of Contract/Agreement	Number of Dump Trucks, Tractors/Trailers (specify)
1.			
2.			
3.			
4.			

Section (C): (All DBE Subcontractors, including Trucking firms, must complete Section C.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any changes within 10 days of the change(s).

DBE Company: _____

DBE Principal: _____
Signature Title Date

Section (D): TO BE COMPLETED BY Mn/DOT OFFICE OF CIVIL RIGHTS STAFF PERSON

Project Number: _____ District # _____
Mn/DOT OCR Staff Person: _____ Phone No. _____
Project Engineer: _____ On-site Phone #: _____
Office Phone #: _____

Section (E): TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S PORTION OF WORK IS 1/3 TO 1/2 COMPLETED

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards? Yes _____ No _____
5. Comments: _____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the Mn/DOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: _____ Date: _____

Mn/DOT OCR

2/2006

MINNESOTA DEPARTMENT OF TRANSPORTATION DBE TRUCKING GUIDELINES

In accordance with 49 C.F.R. Part 26, the Minnesota Department of Transportation (Mn/DOT) will use these guidelines to determine whether a firm is eligible to be counted as a DBE trucking firm, a DBE truck broker, or a regular dealer. It is the responsibility of the prime contractor and the DBE trucking firm (or the DBE truck broker) to ensure the following guidelines are met on all Mn/DOT projects. Mn/DOT must approve the DBE trucking participation prior to the award of contract.

DBE TRUCKING FIRM REQUIREMENTS

- A. DBE trucking firms must comply with all Minnesota Trucking Regulations, Mn/DOT Standard Specifications, and Contract provisions.
- B. DBE trucking firms must own at least one fully operational truck that is used on a day-to-day basis. For purposes of defining "truck," a single axle dump truck is considered a "truck;" a tandem axle dump truck is considered a "truck;" and, a combination of a tractor and trailer is considered a "truck." A DBE company-owned truck utilizing an employee driver **must be** used on the project at all times during the contract.
- C. DBE trucking firms may lease additional trucks, except from (prime) contractors for whom they are doing work to fulfill a DBE goal. However, as noted above, a DBE company-owned truck with an employee driver **must be** used on the project at all times during the contract. Valid lease agreements must be submitted to Mn/DOT as part of the certification process. A valid lease agreement must include all of the following:
 - 1. Be a minimum 6 months in length;
 - 2. Include an agreement to fixed monthly payment amounts;
 - 3. Designate the DBE as the person controlling the workflow of the equipment;
 - 4. Driver must be on the DBE's payroll; and,
 - 5. The DBE trucking firm must be responsible for fuel, maintenance, insurance, payment of salary, and benefits to the drivers, if applicable.
- D. The DBE trucking firm must control the management aspects such as scheduling.
- E. Trucks owned or leased by DBE trucking firms must be placarded with the DBE Trucking firm's Logo.
- F. The financial risk that is assumed by the DBE trucking firm must be real and substantial. The haul slips must be issued in the name of the DBE trucking firm. All DBE trucking firms must keep full and accurate records, including operating expenses, operating revenue, miles operated, and payroll information as may be required by the Mn/DOT Office of Civil Rights.
- G. **REGULAR DEALER**
For a DBE trucking firm to be recognized by Mn/DOT as a regular dealer for DBE credit, a firm must be an established regular business that engages, as its principal business, and under

its own name, in the purchase and sale of the products and goods in its normal course of business. Mn/DOT will evaluate the following criteria to determine whether a DBE trucking firm qualifies as a regular dealer in bulk items such as sand and gravel:

1. Does the firm own or lease the material site?
2. Does the firm arrange for testing and certification of materials?
3. Is the firm solely responsible for securing necessary permits?
4. Is the firm responsible for excavating the material?
5. Is this activity the principal business of the firm?

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates the distribution equipment of the products. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and shall meet the requirements B and C of these trucking guidelines.

Distribution equipment is defined as including the machinery used to extract, load, and transport the bulk items. The distribution equipment required for the above-referenced bulk items varies from industry to industry.

H. COUNTING DBE PARTICIPATION

A certified DBE trucking firm will be given DBE participation credit only for the work performed using the firm's own resources, as approved in their certification. When a certified DBE trucking firm performs as a regular dealer of bulk items listed in (G) above, Mn/DOT will count 60% of the cost of the bulk items toward the DBE goal, and 100% of the value of the transportation services toward the DBE goal. If the DBE trucking firm's performance on the contract is limited to transporting the bulk items, Mn/DOT will count only the trucking portion of the contract at 100%. Mn/DOT does not allow drop shipments to a project site and no DBE credit will be given toward a goal for drop shipments of materials or supplies.

I. DBE TRUCK BROKER REQUIREMENTS

Certified DBE businesses that own no trucks for use to fulfill a DBE goal will be counted as trucking brokers, provided that they have been certified by the Mn/UCP as trucking brokers. DBE participation credit will be given for the actual amount of the brokerage fee and not for the amount of the subcontract.

J. RENTAL EQUIPMENT OPERATORS

Certified DBE businesses that own no trucks but own trailers for rent or lease for use to fulfill a DBE goal will be counted as rental equipment operators/firms, provided they have been certified by the Mn/UCP as equipment rental businesses. DBE participation credit will be given for the actual amount of the trailer rental fee and not for the amount of the subcontract.

K. CERTIFIED TRUCK SCHEDULE

All DBE trucking firms must submit a certified truck schedule to Mn/DOT. The truck schedule will list all the trucks owned as defined in B and C above by the DBE trucking firm. Only the trucks listed on the schedule and approved by Mn/DOT may be used to perform work for credit toward DBE goals. The DBE trucking firm will submit a revised schedule within two (2) weeks of a change in certified vehicles.

L. MONITORING

Annual monitoring is based on the total dollar amount paid to the DBE trucking firm by the prime contractor(s) on all projects for the year in review.

M. VIOLATIONS

Any certified trucking firm or broker must comply with the above stated guidelines. If any violations occur, Mn/DOT has the right to initiate removal of DBE eligibility proceedings.



MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

CERTIFICATE OF GOOD FAITH EFFORTS

S.P. _____

Prime Contractor _____

Low Bid _____

Goal _____

Total DBE Commitment _____ (_____ %)

LIST YOUR SOLICITATION OF ALL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Subcontractor/Supplier/Service provider	DBE?		Phone	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
	Yes	No		Letter	Phone		
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

(Make additional copies of this form as necessary)



MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

BIDDERS LIST

S.P.: _____

Prime Contractor _____ Low Bid _____ Goal _____

Total DBE Commitment _____ (_____ %)

List all comparative quotes of participants performing on the project and participants that bid, including DBEs and non-DBEs.
Include Subcontractors, Suppliers, Sub-consultants & Service providers.

Name, Contact Name and Phone number of Contractor *	Check (✓) Firms That Will Be Used	Description of Work	Dollar Amount of Subcontract/Quote
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

* Please indicate with an asterisk (*) or check mark (✓) which subcontractors, suppliers, sub-consultants & service providers you will be using on the project.

(Make additional copies of this form as necessary)

Mn/DOT OCR
2/2006

Page ____ of ____

**Minnesota Department of Transportation
Office of Civil Rights**

Contractor Payment Form

State Project Number: _____

Prime _____ Subcontractor _____

Payment Reporting Period: (From: _____ To: _____)

Instructions: All Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to Mn/DOT's Office of Civil Rights (OCR) until final payment is made. Include payments to subcontractors, service providers, sub-consultants & independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the prime contractor to be withheld. Submit one copy of this form to the OCR Office and one to the project engineer, no later than ten (10) days after receiving payment from Mn/DOT.

Contractor's Name, Address, Telephone Number		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work		Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
Amount of Current Payment		% Paid to date	Final Payment? Yes / No	
1.		1.	1.	
2.		2.	2.	
3.		3.	3.	
Company Official's Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	

(This form may be submitted in an alternate format)

Mn/DOT OCR
2/2006

Page ____ of ____

Minnesota Department of Transportation
Office of Civil Rights

GOOD FAITH EFFORTS AFFIDAVIT

STATE OF MINNESOTA
COUNTY OF _____

I, _____ hereby acknowledge that I am the _____
of _____, that has been identified as the apparent
successful bidder of the State Project.

S.P. _____.

The undersigned, having been first duly sworn, says that the information given in the above certificate is
true and correct to the best of his or her knowledge and belief.

Signed _____
Bidder or authorized representative

Subscribed and sworn to before me

This _____ day of _____, 2003

Notary Public

My commission expires _____, 20____

On-the-Job Training Acknowledgment

S.P: _____ Apparent Low Bidder: _____

On behalf of the company identified above, I acknowledge that:

- 1 This project (*check one*) { ☐ does not contain an On-the-Job Training requirement
(*proceed to 5, below*)
☐ does contain an On-the-Job Training requirement for:
_____ hours utilizing at least _____ Trainees; and
(*Enter hours listed in Proposal*) (*Enter No. of Trainees listed in Proposal*)
- 2 If awarded this project, the above-named company is responsible for implementing the OJT program on this project; and
- 3 The above-named company shall provide an OJT Training Plan to the Project Engineer within ten days after the date of award of this project, or at the Pre-construction meeting, whichever occurs later; and
- 4 The above-named company (*check one*) { ☐ is a participant in the OJT Pilot Program
(*proceed to 5, below*)
☐ is not

5 _____
Signature Title Date

Please submit this form to the Office of Civil Rights
Submission of this form is required before contract may be awarded.

Office of Civil Rights
395 John Ireland Blvd
Mail Stop 170
St. Paul, MN 55155
Phone: (651) 297-1376
Fax: (651) 297-2158



Federal Register

Tuesday,
November 7, 2006

Part V

Department of Transportation

Federal Transit Administration

Fiscal Year 2007 Annual List of
Certifications and Assurances for Federal
Transit Administration Grants and
Cooperative Agreements; Notice

DEPARTMENT OF TRANSPORTATION**Federal Transit Administration****Fiscal Year 2007 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements**

AGENCY: Federal Transit Administration, DOT.

ACTION: Notice.

SUMMARY: Appendix A of this Notice contains the Federal Transit Administration's (FTA) comprehensive compilation of the certifications and assurances for Federal fiscal year 2007 to be used in connection with all Federal assistance programs that FTA administers during Federal fiscal year 2007. FTA is required by 49 U.S.C. 5323(n) to compile an annual list of certifications and assurances and publish them as required by 49 U.S.C. 5536(d)(2). FTA's annual certifications and assurances have been revised to accommodate statutory, regulatory, and programmatic changes not in effect.

DATES: *Effective Date:* These certifications and assurances were effective on October 1, 2006, the first day of Federal fiscal year 2007.

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

Region 1: Boston

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

Region 2: New York

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

Region 3: Philadelphia

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

Region 4: Atlanta

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

Region 5: Chicago

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

Region 6: Dallas/Ft. Worth

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

Region 7: Kansas City

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

Region 8: Denver

States served: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming, Telephone # 720-963-3300.

Region 9: San Francisco

States served: Arizona, California, Hawaii, Nevada, Guam, American Samoa, and the Northern Mariana Islands, Telephone # 415-744-3133.

Region 10: Seattle

States served: Alaska, Idaho, Oregon, and Washington, Telephone # 206-220-7954.

SUPPLEMENTARY INFORMATION: Before FTA may award Federal financial assistance through a Federal grant or cooperative agreement, the Applicant must submit all certifications and assurances pertaining to itself and its project as required by Federal laws and regulations. These certifications and assurances must be submitted to FTA irrespective of whether the project is financed under the authority of 49 U.S.C. chapter 53, or Title 23, United States Code, or another Federal statute.

The Applicant's annual certification and assurances for Federal fiscal year 2007 cover all projects for which the Applicant seeks funding during Federal fiscal year 2007 through the next fiscal year until FTA issues its annual certifications and assurances for Federal fiscal year 2008. An Applicant's annual certifications and assurances applicable to a specific grant or cooperative agreement generally remain in effect for either the duration of the grant or cooperative agreement to project closeout or the duration of the project or project property when a useful life or industry standard is in effect, whichever occurs later; except, if the Applicant provides certifications and assurances in a later year that differ from certifications and assurances previously provided, the later certifications and assurances will apply to the grant, cooperative agreement, project, or project property, unless FTA permits otherwise.

Background: Since Federal fiscal year 1995, FTA has been consolidating the various certifications and assurances that may be required of its Applicants and their projects into a single

document for publication in the **Federal Register**. FTA intends to continue publishing this document annually, often in conjunction with its publication of the FTA annual apportionment notice, which sets forth the allocations of funds made available by the latest U.S. Department of Transportation (U.S. DOT) annual appropriations act.

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

Federal Fiscal Year 2007 Changes: Apart from minor editorial revisions, significant changes to FTA's certifications and assurances for Federal fiscal year 2007 are set forth below:

(1) In the Introductory paragraphs preceding the text of the certifications and assurances, the FTA Web Site for the FTA Master Agreement for Federal fiscal year 2007 is <http://www.fta.dot.gov/documents/13-Master.doc>.

(2) Subcategories 01.F(5)(e), (f), and (g) have been amended to substitute updated citations for the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*

(3) In Category 06, a provision is added to alert the Applicant of changes to the Pre-Award and Post-Delivery requirements for rolling stock set forth in section 3023(k) of SAFETEA-LU that have not as of October 1, 2006 been incorporated in FTA's implementing regulations at 49 U.S.C. part 663.

(4) In category 15, the following changes have been made:

(a) A Statement has been added reminding each Applicant for Urbanized Area Formula Assistance that in addition to making its certification required by 49 U.S.C. 5307(d)(1)(J) that it will expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects unless it has certified to FTA that such expenditures are not necessary, the Applicant also will need to disclose its decision in the "Security" tab page of the TEAM-Web "Project Information" window.

(b) Subcategory K has been amended to permit a single Designated Recipient of Urbanized Area Formula assistance to indicate that an agreement has been reached among some or all of the Designated Recipients in a single urbanized area of more than 200,000 population to certify that no less than 1 percent of section 5307 funds apportioned by FTA to that urbanized area among those Designated Recipients will be used for transit enhancements as provided by 49 U.S.C. 5307(d)(1)(K)(i) and to submit the report with the list of transit enhancement projects implemented by those Designated Recipients as required by 49 U.S.C. 5307(d)(1)(K)(ii). Should it wish to do so, a single Designated Recipient, however, may expend one (1) per cent of its section 5307 funds for transit enhancements and submit its own report listing the transit enhancement projects it has implemented in the last fiscal year as required by 49 U.S.C. 5307(d)(1)(K)(ii). The Designated Recipient generally sets forth this information in its quarterly report for the fourth quarter of the preceding Federal fiscal year; thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's certifications and assurances. A Designated Recipient that prepares a report on behalf of some or all other Designated Recipients in its urbanized area will need to provide a copy of its report to the other Designated Recipients on whose behalf the report is prepared.

(5) Category 16 has been amended to add a certification at Subcategory J that vehicles financed under the Clean Fuels Grants Program will be operated using only clean fuels, and "clean diesel" buses financed under that program will be operated using only ultra-low sulfur diesel fuel.

(6) In Category 17, the following changes have been made:

(a) In Subcategory A, the United States Code note reference for the Elderly Individuals and Individuals

with Disabilities Pilot Program has been added.

(b) In Subcategory F, the subject selection and planning certification requirements that were effective for the Elderly Individuals and Individuals with Disabilities Pilot Program required by section 3012(b)(2) of SAFETEA-LU beginning in Federal fiscal year 2006 are not applicable to the Elderly Individuals and Individuals with Disabilities Program, as required by 49 U.S.C. 5310(d)(2)(B).

(7) Category 18 has been amended to clarify that certifications and assurances for the Nonurbanized Area Formula Program do not apply to an Indian tribe that is an Applicant for Tribal Transit Program assistance under 49 U.S.C. 5311(c)(1), and that FTA has prepared separate certifications and assurances for that program.

(8) Category 19 has been amended to add a new certification requiring the chief executive officer of the state, or his or her designee to certify to the Federal Transit Administrator, apart from these annual certifications, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived before using JARC funds to support projects in areas other than those designated in 49 U.S.C. 5316.

(9) In Subcategory 20.E, the project selection and planning certification requirements of 49 U.S.C. 5317(f)(3) have been added.

Text of Federal Fiscal Year 2007 Certifications and Assurances: The text of the certifications and assurances in Appendix A of this Notice appears at <http://www.fta.dot.gov/documents/2007-Certs-Appendix A.doc>. It also appears in TEAM-Web in the "Recipients" option of the Cert's & Assurances tab of "View/Modify Recipients." It is important that each Applicant be familiar with all twenty-three (23) certification and assurance categories and their provisions, as they may be a prerequisite for receiving FTA financial assistance. Provisions of this Notice supersede conflicting statements in any FTA circular containing a previous version of FTA's annual certifications and assurances. The certifications and assurances contained in those FTA circulars are merely examples, and are not acceptable or valid for Federal fiscal year 2007; do not rely on the provisions of certifications and assurances appearing in FTA circulars.

Significance of Certification and Assurances: Selecting and submitting certifications and assurances to FTA, either through TEAM-Web or submission of the Signature Page(s) of

Appendix A, signifies the Applicant's intent to comply with and secure compliance by its subrecipients, if any, with the provisions of the certifications and assurances it has selected to the extent they apply to a project for which the Applicant submits an application for assistance in Federal Register fiscal year 2007. FTA cautions, however, that certifications and assurances required by law and regulation do not address all Federal laws, regulations, or directives with which an Applicant must comply before FTA may award Federal financial assistance. We therefore strongly encourage the Applicant to review the Federal authorizing legislation, regulations, and directives pertaining to the program or programs for which the Applicant seeks Federal assistance to determine the extent of all pre-award laws, regulations, or directives applicable to those programs.

Attorney's Affirmation: FTA requires a current (Federal fiscal year 2007) affirmation, signed by the Applicant's attorney, of the Applicant's legal authority to certify compliance with the provisions of the certifications and assurances the Applicant has selected. Irrespective of whether the Applicant makes a single selection for all twenty-three (23) categories or selects individual options from the twenty-three (23) categories, the Affirmation of Applicant's Attorney from a previous year is not acceptable, unless FTA expressly determines otherwise in writing.

Deadline for Submission: All Applicants for FTA formula program or capital investment program assistance, and current FTA grantees with an active project financed with FTA formula program or capital investment program assistance, are expected to provide certifications and assurances for Federal fiscal year 2007 within 90 days from the date of this publication or as soon as feasible after their first grant application for funds authorized or made available during Federal fiscal year 2007, whichever is earlier. In addition, FTA encourages Applications seeking Federal financial assistance for other projects to submit their certifications and assurances as soon as possible.

Preference for Electronic Submission: Applicants registered in TEAM-Web must submit their certifications and assurances, as well as their applications for Federal assistance in TEAM-Web. Only if an Applicant is unable to submit its certification and assurances in TEAM-Web should the Applicant use the Signature Page(s) in Appendix A of this Notice. While not mandatory, FTA encourages an Applicant that does not submit its certifications and assurances

electronically to scan a copy of its certifications and assurances document and attach it in TEAM-Web. Likewise, if the Applicant's attorney has not submitted its affirmation in TEAM, FTA encourages the Application to scan that affirmation and attach it in TEAM-Web.

Procedures for Electronic Submission: The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients" contains fields for selecting among the twenty-three (23) Categories of certifications and assurances to be submitted. Within that tab is a field for the Applicant's authorized representative to enter its personal identification number (PIN), which constitutes the Applicant's electronic signature for the certifications and assurances it has selected. In addition, there is a field for the Applicant's attorney to enter his or her PIN, affirming the Applicant's legal authority to make and comply with the certifications and assurances the

Applicant has selected. In certain circumstances, the Applicant may enter its PIN in lieu of its Attorney's PIN, provided that the Applicant has on file the Affirmation of Applicant's Attorney in Appendix A of this Notice, written and signed by the attorney and dated this Federal fiscal year. For more information, Applicants may contact the appropriate Regional Office listed in this Notice or the TEAM-Web Helpdesk.

Procedures for Paper Submission: If an Applicant is unable to submit its certifications and assurances electronically, it must mark the certifications and assurances it is making on the Signature Page(s) in Appendix A of this Notice and submit it to FTA. The Applicant may signify compliance with all Categories by placing a single mark in the appropriate space or select the Categories applicable to itself and its projects. In certain circumstances, the Applicant may enter its signature in lieu of its Attorney's

signature in the Affirmation of Applicant's Attorney section of the Signature Page(s), provided that the Applicant has on file the Affirmation of Applicant's Attorney in Appendix A of this Notice, written and signed by the attorney and dated in this Federal fiscal year 2007, and has submitted a copy of this affirmation to FTA. For more information, Applicants may contact the appropriate Regional Office listed in this Notice.

References. 49 U.S.C. chapter 53; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); Title 23, United States Code (Highways); other Federal laws administered by FTA; U.S. DOT and FTA regulations at Title 49, Code of Federal Regulations; and FTA Circulars.

Dated: November 2, 2006.

James S. Simpson,
Administrator.

BILLING CODE 4910-57-M

APPENDIX A

**FEDERAL FISCAL YEAR 2007 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2007. FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://ftateamweb.fta.dot.gov>.

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

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(13) for Federal Fiscal Year 2007 at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the Master Agreement incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances irrespective of participation in the project by any subrecipient.

01. FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Unless

APPENDIX A

FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

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

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

B. Standard Assurances

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

C. Intergovernmental Review Assurance

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

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on

APPENDIX A

the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

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

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

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason

APPENDIX A

of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

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

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

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;

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- (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
- (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
 - (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

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- (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the state;
- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972,

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- as amended, 16 U.S.C. 1451 through 1465;
- (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
 - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
 - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
 - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
 - (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
 - (17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
 - (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
 - (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

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02. LOBBYING CERTIFICATION

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

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system are incapable of compliance with Federal

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laws, regulations and directives governing procurements financed with FTA assistance.

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

04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION

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

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

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under state or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

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

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

- A. Provided an adequate opportunity for public review and comment on the project preceded by adequate prior public notice of the proposed project, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served;
- B. Held a public hearing on the project if the project affects significant economic, social, or environmental interests after providing adequate notice as described above;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the urban area.

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06. ACQUISITION OF ROLLING STOCK

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

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

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

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

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

08. BUS TESTING

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

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

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

09. CHARTER SERVICE AGREEMENT

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

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.7, the Applicant agrees that it and each subrecipient, lessee, and third party contractor at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands that:
 - (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,
 - (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
 - (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

10. SCHOOL TRANSPORTATION AGREEMENT

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

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant agrees that it and each subrecipient, lessee, or third party contractor at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands that:
 - (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,

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- (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
- (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

11. DEMAND RESPONSIVE SERVICE

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

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

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

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

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Alternative Transportation in Parks and Public Lands Program is required to provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides

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this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

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

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

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, "the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients

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

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula assistance to any Applicant that has received Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(1), unless a quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list for the urbanized area. Beginning this Federal fiscal year 2007, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

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

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

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals, individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401

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- et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and

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garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

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

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

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

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

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Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308, and in particular that it will use only ultra-low sulfur diesel fuel to operate "clean diesel" buses financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308.

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

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

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

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- (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

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

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

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

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

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19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

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

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

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

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from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

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

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transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public

21. ALTERNATIVE TRANSPORTATION IN PARKS AND PUBLIC LANDS PROGRAM

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

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Alternative Transportation in Parks and Public Lands Program assistance to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
 - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including safety and security aspects of that project;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use

APPENDIX A

exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

- (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Alternative Transportation in Parks and Public Lands Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- (7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.

- B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
 - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
 - (3) Consult with the appropriate Federal land management agency during the planning process.

22. INFRASTRUCTURE FINANCE PROJECTS

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

APPENDIX A

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

APPENDIX A

- and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- (10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.
- B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

23. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the

APPENDIX A

State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA.. FTA may not award assistance for the SIB Program to the State until the State provides these assurances by selecting Category "23."

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

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

##

Selection and Signature Page(s) follow.

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**FEDERAL FISCAL YEAR 2007 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS***(Signature page alternative to providing Certifications and Assurances in TEAM-Web)*Name of Applicant: Ramsey County Regional Railroad AuthorityThe Applicant agrees to comply with applicable provisions of Categories 01 – 23. _____
ORThe Applicant agrees to comply with the applicable provisions of the following Categories
it has selected:

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

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FEDERAL FISCAL YEAR 2007 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE*(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)*

AFFIRMATION OF APPLICANT

Name of Applicant: Ramsey County Regional Railroad AuthorityName and Relationship of Authorized Representative: Kathryn Fischer, Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2007.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2007.

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

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

Signature: Kathryn Fischer Date: 5/24/07Name: Kathryn Fischer
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature: David MacMillan Date: 5/30/07Name: David MacMillan
Attorney for Applicant

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

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REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/29/07
Date

Board Action Requested

Approve Contract with URS for Rush Line Corridor Alternatives Analysis Study in an amount not to exceed \$450,000.00; and authorize Chair to execute the contract.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution;
 2. Memorandum from K. Fischer, dated June 1, 2007; and
 3. Proposed Contract.

Budgeting and Accounting

Kathleen Alf

County Attorney

Will Marshall

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Saylor
Signature

5/29/07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority authorized its staff to negotiate a contract with URS in an amount not to exceed \$450,000 for an Alternatives Analysis of the Rush Line Corridor; and

WHEREAS, Negotiations have been satisfactorily concluded; Now, Therefore, Be It

RESOLVED, That the Contract with URS for the Rush Line Alternatives Analysis in an amount not to exceed \$450,000 is hereby approved; and Be It Further

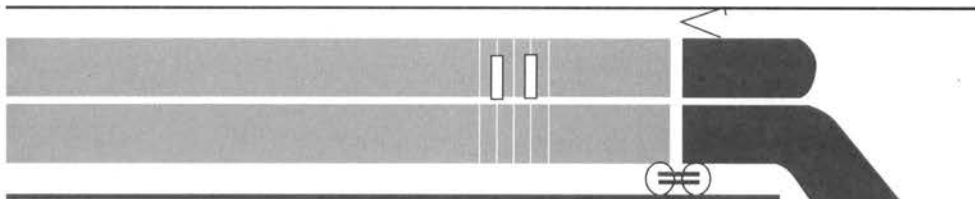
RESOLVED, That the Chair of the Rail Authority is authorized to execute the contract.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn Fischer *KF*

Subject: Contract with URS for Rush Line Alternative Analysis Study

Date: June 1, 2007

Ramsey County Regional Railroad Authority authorized staff to issue a request for proposal for a Rush Line Corridor Alternatives Analysis study on December 12, 2006.

One proposal by URS was received and evaluated by an Evaluation Committee, consisting of Rush Line county staff, Metropolitan Council, and the Minnesota Department of Transportation. The Committee recommended proceeding with the received proposal based on URS' understanding of the project work scope, their past experience working on similar projects, and the proposed project team. On April 17, 2007, RCRRA authorized staff permission to negotiate a contract with URS at a not-to-exceed amount of \$450,000. The study is being funded with federal funds and local funds.

Staff has successfully negotiated the terms and scope of work of the contract.

Recommendation:

Consider the resolution attached which approves the contract with URS Corporation and authorizes the Chair to execute a contract with URS for the Rush Line Corridor Alternatives Analysis study.

Attachments:

- Proposed resolution
- Proposed contract

**Agreement between Ramsey County Regional Railroad Authority
and URS Corporation**

This is an agreement between URS Corporation., ("Contractor") and the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, (RCRRA) on this ____ day of June, 2007.

The RCRRA and the Contractor agree as follows:

1. Scope of Services

The Contractor shall provide the services specified in **Attachment 1**, attached hereto and made a part of this Agreement.

2. RCRRA Roles and Responsibilities

The RCRRA shall provide the facilities, equipment, and participants, as specified in **Attachment 1**.

3. Time

The contract shall be in effect through August 2008.

4. Cost/Payment

Contractor shall submit invoices monthly for services as set forth in **Attachment 1** and **Attachment 2**. The total costs shall not exceed \$450,000. The RCRRA shall make payment within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

All payments to the Contractor shall be subject to a retainage of 10% pending final acceptance of the technical reports, supporting documentation, and products identified in Section II hereof.

Upon final approval of Contractor's work by the RCRRA, all sums retained under the provisions of this section shall be remitted to Contractor.

5. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the RCRRA for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the RCRRA. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

6. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, employees and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

7. Insurance

It is the responsibility of the Contractor to purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from operations of the Contractor under the terms of this Agreement.

However, the Contractor shall purchase and maintain the following coverages if required as indicated below:

- a. Auto Liability -- including hired and non-owned, if the Contractor is driving on behalf of the RCRRA as part of the Contractor's services under this Agreement.
- b. Professional Liability/Errors and Omissions, if the Contractor is providing architectural, engineering, legal, or medical services.
- c. Workers' Compensation as required by Minnesota Statutes

The Contractor shall not commence work until the RCRRA has executed this Agreement; the RCRRA will not execute this Agreement until the Contractor has submitted proof of coverage in compliance with the requirements of this paragraph to the RCRRA. Such coverage is to remain in effect throughout the term of this Agreement and evidence of such shall be provided throughout the term of the Agreement. The Contractor shall provide copies of all insurance policies to the RCRRA upon written request of the RCRRA. Nothing in this Agreement shall constitute a waiver by the RCRRA of any of its statutory or common law immunities, limits, or exceptions on liability.

8. Waste Reduction

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Agreement shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

9. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the RCRRA, the State Auditor, or the RCRRA's ultimate funding source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

10. Cancellation

The RCRRA may cancel this Agreement without cause by thirty (30) days' written notice to the Contractor. The County may cancel this Agreement for cause by five days' written notice to the Contractor. Upon receipt of such notice of cancellation the Contractor shall cease its work under this Agreement and shall incur no further expense or fees payable under this Agreement.

11. Non-Discrimination

The Contractor agrees that, in the hiring of all labor for the performance of any work under this Agreement, that it will not, by reason of race, creed, color, gender, sexual orientation, marital status, status with regard to public assistance, age, religion, national origin or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. When required by law or requested by the RCRRA, the Contractor shall furnish a written affirmative action plan.

12. Data Practices

All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Statutes Chapter 13, or any other applicable State statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices.

13. Workplace Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

14. Workforce Diversity

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the RCRRA, submit a written report to the RCRRA regarding the efforts and result of such efforts, including employment by job classification.

15. Subcontractor Payment

The Contractor shall pay subcontractors within ten days of the Contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of one and one-half (1 ½) percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of

\$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

16. Unavailability of Funding

The purchase of services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The RCRRA may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the RCRRA. Upon receipt of the RCRRA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

17. HIPAA Compliance

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

18. Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

19. Entire Agreement

This Agreement, including **Attachment 1, Attachment 2, and Attachment 3, Specific Federal Clauses**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Attachment 1 or 2**, the provisions of this Agreement shall prevail.

20. Conflict of Interest

The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor shall immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the RCRRA whether Contractor will or will not resign from the other engagement or representation.

21. Disadvantaged Business Enterprise (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 13% DBE participation has been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RCRRA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Rafael Ortega, Chair

Date: _____

URS CORPORATION

By: _____

Print Name: **DANIEL MEYERS**

Title: **VICE PRESIDENT**

Date: **5-21-2007**

Employer Identification Number:

94-1716908

Kathryn Fischer
Kathryn Fischer, Director
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

Will MacMill
Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Kathleen Alb

Funds are available

URS Rush Line Alternatives Analysis Study

June 2007

Account Number: _____

Kathleen A. B.
Budgeting and Accounting

ATTACHMENT 1: SCOPE OF SERVICES

TASK 1: REVIEW OF PREVIOUSLY COMPLETED WORK

Previous Studies

Forming a thorough understanding of, and building upon previously completed work is critical to forming a solid historical basis to the Rush Line Corridor AA study, as well as contributing to the efficient use of resources to the current study needs. While other studies may also be examined, such as the I-35 IRC report, some of the key previous studies relating, and their relevance, to the Rush Line Corridor include:

- Mn/DOT Commuter Rail System Plan (1999): In this plan the Rush Line corridor (shown from Forest Lake to downtown St Paul) is identified as a route that could potentially support commuter rail service, in a longer term timeframe (post-2020).
- Study of Restoring Passenger Service to Duluth and Iron Range (2000): A Mn/DOT study evaluating passenger rail service between Minneapolis/St Paul and Duluth/Iron Range concluded that service could be economically feasible.
- Rush Line Corridor Transit Study (2001): This transit study examined what interim and long-term transit improvements were suitable for the corridor, the role of recreational trails and how corridor cities, towns and counties could coordinate land use and transportation decisions to support the corridor goals.
- Metropolitan Council's 2030 Transportation Policy Plan (2004): The Rush Line is in the Metropolitan Council's 2030 Transportation Policy as a busway corridor from downtown St Paul to north of the 7-county area.
- St Paul Union Depot Analysis (2003): RCRRA conducted a study to analyze and evaluate how various transportation modes, including commuter rail in the Rush Line Corridor, would seamlessly integrate at the proposed St Paul Union Depot multi-modal hub.

Ongoing Related Studies

In addition to previously completed work, other concurrent transportation projects current status, and how they will potentially affect the Rush Line Corridor, will be noted.

Task 1 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 10 hours
- Rick Nau, Quality Assurance, 1 hour
- April Manlapaz, Transportation Planning, 16 hours
- Nancy Stavish, Transportation Planning, 40 hours

Task 1 Deliverable: Technical memorandum documenting the review of previous completed work.

TASK 2: PUBLIC EDUCATION AND INVOLVEMENT

Approach to Building Informed Consent

To gain acceptance and support for the final Rush Line Corridor AA study recommendations, it will be essential to reach out to all segments of the affected public and involve them in meaningful ways. Just as important, it will be necessary to define the role of the public engagement process. How will public participation affect the project outcome? Answering this question will be extremely important in building credibility with project stakeholders and public support for the eventual project.

As the study proceeds, public involvement needs to evolve from focusing on identifying needs and priorities to focusing on preferred alternatives. This evolution of focus is more than a change of content in public outreach; the structure of stakeholder input, be it open houses, meetings, or presentations, will also need to evolve over the study.

Public Involvement Goals

A number of different public involvement techniques can be used to assess public interest in the project and the priorities that need to be considered during the study process. While the techniques are varied, they all need to be designed to serve some or all of the following purposes:

- *Engaging the distinct communities and stakeholder groups along the corridor.* Meaningful public input is not possible if people don't know of the project, or think it doesn't affect them. Each community, and each stakeholder group, may need distinct attention in the engagement process. In the context of engaging the public, the term 'community' is not synonymous with city; communities are best defined as people with a self-perceived common interest and routine intra-community communication or interaction. Communities can stretch across political boundaries, or may be a subset of a city or other political entity.
- *Educating the public on the parameters of the project.* Education should clearly identify both what the project does and what it does not do.
- *Creating an 'ownership' stake in the plan for affected communities and stakeholders.* Demonstrating that public input has a meaningful project role is a primary element of creating ownership.
- *Assisting the public in listening to each other.* Public involvement should not just be communication between the public and the project team; it must also facilitate the means for stakeholders to discuss with each other. Encouraging compromises between stakeholder groups and communities is critical to getting broad support for the study recommendations.
- *Provide meaningful information to decision-makers.* Public meetings and public input needs to be relevant to the project mission. Each public involvement technique needs to be structured to ensure that comments relate to the difficult questions and delicate tradeoffs faced by the decision-makers.

Development of the Public Involvement Plan

The URS team will work with RCRRA communications staff to create a Public Involvement Plan (PIP). The PIP will be created in a three-stage process:

1. Initial meeting with RCRRA communications staff to identify public involvement resources and review and add to existing list of stakeholders and communities that may need discrete attention to meet the general goals of public involvement. The meeting should result in a draft list of discrete communities (not necessarily equivalent to local governments) and formal and informal stakeholder groups. The draft list should include recommendations for engaging each of the communities/groups, or barriers to engaging the groups.
2. Strategic planning meeting involving the Study Team Committee, Corridor Task Force, and perhaps other key individuals to meet the following goals:
 - Review the draft list of stakeholders/communities and the engagement recommendations.
 - Add to the 'long list' of project stakeholders as necessary.
 - Discuss goals, objectives and desired outcomes of the public involvement process.
 - Work with meeting participants to prioritize the stakeholder list.

- Identify priority groups with significant engagement barriers.
 - Identify appropriate participation techniques to best involve each priority stakeholder group.
3. Following the meeting, the URS Team would work with RCRRA communications staff to synthesize the results into a comprehensive PIP that would identify public involvement goals and objectives, stakeholders, participation techniques, key issues and messages. One of the key outcomes of the meeting would be a matrix similar to the following:

Public Engagement Techniques	Elected Officials	Neighborhood Groups	City and Agency Staff	Advocacy Organization	Cultural Communities	Institutions	Sierra Club	West Side Citizens Organization	Others...
Public Meetings									
Technical Advisory Committee									
Steering Committee									
Focus Groups									
One on One Interviews									
Design Charrettes/Workshops									
Information Booths									
Speakers Bureau									
Visual Preference Surveys									
Other									

Content of the PIP

The PIP will document an overall strategy for moving toward the goal of identifying needs and priorities in the initial outreach, and building informed consent in the second round of outreach. Techniques will be directed to meet the general public involvement goals and adapted to meet more specific needs as necessary. While a series of meetings, workshops and newsletters may be adopted at the outset, the process and its leaders should be sufficiently flexible to respond to changing circumstances, opportunities and problems. The project managers need to judge when to use various techniques, call group meetings, conduct one-on-one briefings with officials or whatever technique is most suited to the present situation. Therefore, the PIP needs to be a dynamic document that changes with the needs of the project.

Involving the Rush Line Corridor Task Force

The Task Force is a critical component of the public involvement process. Every effort needs to be made to present the Task Force as the face of the project, and the representatives of communities and stakeholder groups to the decision making process. The PIP will identify a series of specific methods for integrating the Task Force into the public involvement process. Potential methods include:

- Priming Task Force members to be speakers at events hosted by stakeholder organizations or communities.
- Issuing press releases with quotes from Task Force members on the progress of the study, and the need for public input.

- Using Task Force members as facilitators in small group discussions at open houses.
- Developing a letterhead for project mailings that lists the Task Force members in a side bar.
- Creating a means of contacting individual Task Force members on the web site or as handouts at meetings.
- Offering occasional 'listening sessions' attended by Task Force members during which stakeholder groups or communities make presentations of their agenda, needs, or priorities.

Approach to Public Meetings

Six to eight informational open houses will likely be held over the study term. Consistent with the aforementioned public involvement goals, our team believes that the public meetings need to be structured as more than informational forums. The meetings should meet the following goals:

- Provide the public with a foundation of knowledge about the planning process and the specific decisions that are to be answered in the process.
- Provide decision-makers with relevant input to their discussion and consideration.
- Demonstrate to the public that their concerns and priorities are being considered and build their ownership in the end product.
- Get all parties to listen to each other, including both decision-makers to public stakeholder and public stakeholders to each other.

An example of how such an open house might be structured is provided below:

- Presentation – to educate meeting attendees, provide an understanding of the project and the type of feedback being requested.
- Assignment – People would review a typical open-house set of display boards but with a specific assignment such as a set of questions to be answered. Public meetings early in the study process will assign a task associated with needs and priorities. Later in the study process the assignment can be directed to identifying the elements of a preferred alternative.
- Small Group Facilitated Discussions – People would be asked to meet in small groups to discuss their assignments and reactions to the project. Ideally, Rush Line Corridor Task Force members would facilitate small groups to build trust that the input will ultimately influence the Task Force's decisions.

We believe that this structured approach to the public meetings will provide more useful input than an open house format and is likely to generate informative discussion between persons with differing points of view. Giving people a defined role in the process helps to build ownership and support for the project.

The PIP will also likely need to address the needs of distinct stakeholder groups, such as the need for interpreters, time and access limitations for transit dependent populations, accommodations for people with disabilities, and the tacit social boundaries that frequently separate exurb from suburb from central city. We would, for instance, strongly recommend using meeting forums that are familiar to the targeted communities or stakeholder groups.

Task 2 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 100 hours
- Rick Nau, Quality Assurance, 16 hours
- April Manlapaz, Transportation Planning, 20 hours

- Brian Ross (CR Planning), 80 hours

Task 2 Deliverable:

- Collaborating with RCRRA project staff to develop a Technical Memorandum identifying the goals of the public education and involvement process, methods to achieve the goals and specific ways to measure the outcomes.
- Preparation of public meeting materials, including visual presentation aids such as, but not limited to, MS PowerPoint and boards.
- Attendance as requested, of up to 10 monthly Study Team Committee meetings.
- Attendance as requested, of up to 5 Rush Line Corridor Task Force meetings.
- Attendance of 6-8 open houses along the corridor.
- Preparation of web-ready materials for RCRRA maintained project web site.

TASK 3: PURPOSE AND NEED

This task involves the development of the Purpose and Need Statement, which will guide the refinement and development of alternatives and provide documentation for inclusion in the AA in accordance with federal and state requirements. The URS Team will work with the Study Team Committee and the Rush Line Corridor Task Force to develop goals and objectives as well as evaluation measures for the Rush Line Corridor. In building the Purpose and Need argument, we will build upon earlier Rush Line studies.

Prepare Purpose and Need Statement: ***The Purpose and Need Statement will form the basis against which the alternatives will be measured. The statement will clearly identify the problem to be solved by the proposed project. It will break down the issues into elements contributing to the problems, which must be addressed by proposed solutions. The Purpose and Need Statement will draw on information developed during earlier studies of the Rush Line Corridor.***

The URS Team will undertake the following activities to develop the Purpose and Need Statement:

- Assess the need for transportation improvements based on consideration of study area limits, existing and proposed facilities, and services.
- Identify opportunities and constraints.
- Document the planning and project development process in terms of key decision points.
- Develop evaluation measures against which each alternative will be evaluated.
- Coordinate the development of the Purpose and Need Statement with federal, state, and local agencies and the public through the Study Team Committee and the Rush Line Corridor Task Force and through the public involvement program.

Identify Goals and Objectives: Goals and objectives for the Rush Line Corridor will be identified during the Public Involvement and Development of Initial Alternatives tasks and from any previously adopted goals and objectives that are still relevant.

Task 3 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 2 hours
- April Manlapaz, Transportation Planning, 40 hours

- Nancy Stavish, Transportation Planning, 80 hours
- Jim Meyers, Transportation Planning, 40 hours
- Jeff Boothe (Holland & Knight), 6 hours

Task 3 Deliverable: Technical memorandum summarizing;

- The Rush Line Corridor AA Study problem statement
- The AA Purpose and Need statement
- Rush Line Corridor Goals and Objectives
- Evaluation Criteria

TASK 4: CONCEPTUAL DEFINITION OF ALTERNATIVES

The URS Team will review previously completed background documents (from Task 1) as the basis for developing the preliminary set of alternatives. We will also collaborate with RCRRA staff and committee members to develop this set.

The selection of the alternatives to be considered in the project planning process is a very important activity in the evaluation effort. Without a set of alternatives that is structured to isolate the differences between the alternatives and to highlight the trade-offs inherent in the selection of a preferred alternative, then even the highest quality technical analysis cannot produce the full set of information needed by decision-makers.

Throughout the project development process the primary nature of the decisions to be made is a narrowing of alternatives. To ensure a well-structured set of alternatives for project planning, seven key points should be considered:

- The alternatives must include the necessary Baseline Alternative.
- The alternatives should include all reasonable modes and alignments.
- Alternatives should be designed to address a consistent set of Goals and Objectives.
- The alternatives should include all options that have a reasonable chance of becoming the locally preferred alternative.
- The alternatives should reflect an overall range of costs.
- The definition of specific alternatives should remain flexible to address "site-specific" issues.
- The number of alternatives should be manageable, in the sense that decision-makers can understand the implications of each and make a thoughtful choice.

The single most important consideration in the definition of alternatives is that they must address the goals and objectives, and specific transportation problems identified for the corridor. Only with a strong sense of "solutions" to specific problems can a set of alternatives be evaluated in a meaningful fashion.

Each alignment alternative should be defined to optimize its performance in a specific corridor. Since different technologies have different strengths and limitations, this optimization may in some cases lead to alternatives that have different alignments, lengths, and operating plans.

The policy and land use setting in which the alternatives are defined and analyzed must be unbiased and consistent across the alternatives. Since a primary purpose of project planning is to select a mode and alignment alternative, it is necessary to hold the policy setting constant so that the impacts of the mode and alignment alternatives can be isolated and quantified.

The conceptual definition of alternatives should include the preliminary identification of candidate alignments and operating strategies. These definitions are sufficient to address such general concerns as ranges of costs, ridership potential, likely cost-effectiveness, right-of-way constraints, traffic impacts, development opportunities and financial feasibility.

During the AA, (various alignments under consideration) will be compared to (the Baseline Alternative) in order to screen alternatives. The Baseline Alternative is most accurately described as the "best that can be done" to improve mobility in the corridor without a major capital investment in new infrastructure. At a minimum, the Baseline Alternative must include all reasonable cost-effective transportation improvements for the project corridor short of investment in a build alternative.

Alternatives Screening

The results of the alternatives screening should limit the number of alternatives to those that best meet the needs of the corridor, including affordability, have a reasonable level of ridership, and meet the goals and objectives of the project.

Task 4 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 8 hours
- April Manlapaz, Transportation Planning, 200 hours
- Kate Sanderson, Transportation Planning, 40 hours
- Pavithra Parthasarathi, Ridership Forecasting, 200 hours
- Brent Kyler, Preliminary Capital Costings, 20 hours
- Nancy Stavish, Transportation Planning, 40 hours
- Jim Meyer, Transportation Planning, 80 hours
- Lonnie Blaydes (Blaydes Consulting), 29 hours

Task 4 Deliverable: Technical memorandum detailing:

- The universe of alternatives
- Analysis of initial universe of alternatives
- Evaluation of these alternatives
- justification for selecting screened alternatives (No Build, Baseline, and up to three other alternatives)

TASK 5: DETAILED ANALYSIS & EVALUATION OF ALTERNATIVES

Based upon the evaluation and screening of the initial set of alternatives, several routes and service alternatives will be carried forward for further study in the detailed evaluation stage of the study, including the Baseline Alternative and No-Build Alternative.

The intent of the detailed evaluation stage is to recommend one or more preferred alternatives that best respond to the goals and objectives of the project. This phase of the evaluation process uses a weighted-measures technique, whereby the evaluation will consider weights on groups of criteria to reflect the relative importance of each. A fundamental component of our approach to screening is to establish and make available an open, explicit, and replicable basis for the evaluation of alternatives.

During the study process, an evaluation methodology will be developed with input from all study area stakeholders, and then applied, in order to screen the alternatives to one final alignment. The measures will be developed in partnership with the Study Team Committee and the Rush Line Corridor Task Force, and stakeholders and conform to the project's Purpose and Need Statement. Qualitative and quantitative evaluation measures will conform to categories of system characteristics, potential costs, ridership forecasts and relevant environmental considerations.

Task 5 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 8 hours
- Lonnie Blaydes (Blaydes Consulting), 57 hours
- Jim Meyer, Transportation Planning, 80 hours

Task 5.1 Operating Plan

Detailed bus and rail plans will be developed for all project alternatives that are advanced from preliminary screening. Steps that will be taken to define transit networks for these alternatives are as follows:

- **Collect and Analyze Base Data.** First, we will collect and analyze current bus ridership and operations data from Metro and other corridor transit operators for routes operating in the corridor. We will collect and review short-range and long-range transit plans for the corridor and will also review corridor demographic data.
- **Develop No-Build and Baseline Alternatives.** The No-Build alternative is likely to reflect "existing plus committed" transit service improvements within the defined study area. The Baseline alternative will likely reflect a significant enhancement of bus line-haul transit services, representing service that is comparable to the proposed commuter rail service. A "network" will be defined that includes local bus service connections to this line haul service and park-and-ride lots. The Baseline alternative will be defined in a manner that is consistent with FTA requirements for the Baseline alternative in a New Starts project, should this project advance from Alternatives Analysis.
- **Develop Service Plans for the "Build" Alternatives.** The "build" alternatives will reflect significant changes to corridor bus routes. Bus plans for the build alternatives will reflect new feeder bus services and elimination and/or service reductions on bus routes that are parallel to the proposed premium transit service that is in each alternative. For each route, we will identify changes in operating hours/days, frequency of service for each time period, route alignment, peak equipment demand, and revenue miles and hours of service. Impacts on existing and proposed new park-n-ride lots will be identified, and bus volumes will be determined on impacted roadways. For the premium transit service options, we will define span of service, frequencies and fares. Travel time estimates will be generated, and operating statistics will be developed based on the travel time estimates and proposed service characteristics.

Task 5.1 URS Team Roles and Responsibilities:

- Jim Baker (Connetics), Operating Plan, 30 hours
- Tim Crobons (Connetics), Operating Plan, 100 hours
- Smith Myung (Connetics), Operating Plan, 100 hours

Task 5.1 Deliverable: Technical memorandum detailing operating plans and costs for each alternative selected for detailed analysis.

Task 5.2 Ridership Forecast

As part of the preliminary screening of alternatives in Task 4, a total of up to five alternatives will be recommended for further evaluation. These alternatives will include a "no-build" and "baseline" alternative along with three transit alternatives. The objective of Task 5.2 is to prepare detailed ridership forecasts along with estimates of evaluation criteria to assess the overall viability and feasibility of each alternative. It is envisioned that the analysis of this task will be developed in a coordinated process acceptable to FTA and will be structured in a manner that maximizes its use for this stage of the project as well as potential subsequent analysis within the framework of FTA's "New Starts" process.

Task 5.2.1 Modeling Methodology

The model methodology adopted for this project will be structured to maximize the use of existing models and available data. Several existing and/or recently completed models will be reviewed in detail to determine which model provides the best overall modeling platform for the project. These models include:

- Metropolitan Council 7-County Regional Model.
- Minnesota DOT's Collar County Model.
- 2001 Rush Line Corridor Model, which was an expanded version of the Metropolitan Council Regional Model.

Given the wide range of potential transit alternatives (express bus, light rail, BRT, and commuter rail), a criteria element of this evaluation will be the ability of each model to adequately forecast usage for these potential services. From the initial review of the available models, expansion of the Metropolitan Council Regional Model will be needed to provide adequate level of geographic coverage for the region north of St. Paul. It is anticipated that this model's mode choice process may also be capable of generating the necessary data required by FTA's "SUMMIT" program, which is a key element of a "new starts" project, and an element that would be pursued later should the alternative proceed for further study under the New Starts process.

URS will also review and assemble the recent 2002-03 Longitudinal Employer- household dynamics survey data that will be provided by the metropolitan council. This data, coupled with the 2000 Census CTPP will be used as a baseline to establish and quantify the major commuting markets that would be served by the transit alternatives. This data will also be used to assess and validate the trip tables in the regional model adopted for this project. As a final step, URS will also review any previous study documents, such as the 2001 Rush Line Corridor Transit Study, to gain further insight into travel patterns in the corridor.

After the completion of the model review and the review of the background material, URS will finalize the modeling methodology. While this phase of the project does not include a formal "new starts" submittal, the proposed methodology will be structured to support the analytical requirements of FTA's SUMMIT, to the extent feasible within the project's schedule and resources. The proposed methodology will be summarized in a brief memorandum for review by the technical review committee and FTA staff. Based on the comments received, URS will revise the methodology as necessary.

Task 5.2.2 Corridor-Specific Calibration

Following the completion of the modeling methodology, URS will adjust the adopted model, if necessary, to ensure that it properly predicts existing travel patterns and transit usage in the proposed corridors. This effort will include comparisons of the estimated travel patterns and transit ridership to the observed data reviewed in Subtask 5.2.1 and observed ridership from the existing transit service. As part of this effort, URS will review the existing highway and transit network coding within the proposed corridors to ensure the proper connectivity for transferring as well as the proper walk access and drive access connections. URS will also review the coded service characteristics, such as transit run times and headways, to ensure that they are properly represented in the adopted modeling process. URS will also compare the estimated traffic volumes and observed traffic counts within the corridor to ensure that the model is properly assigning traffic to network.

URS will perform a limited comparison of the existing socioeconomic data in the model with readily-available data available from the client such as current census estimates. Any issues identified from this comparison will be summarized for discussion with the project team. At the conclusion of this task, URS will summarize the results of the corridor specific calibration in a brief technical memorandum. This document will be submitted to the committee for the review and comment.

Task 5.2.3 Future Year Scenarios

In order to estimate future year demand for the transit services it will be necessary to define the alternatives from Task 4 in the appropriate level of detail and prepare future year estimates of population and employment for zones the project corridor. Since transit usage is heavily dependent on the employment and/or destinations within walking distance of transit stops, the future population and employment forecasts should consider the potential impacts to development patterns if transit service is provided to certain potential employment centers in the corridor. It should be noted that FTA normally requires that the socioeconomic forecasts be held constant between the no-build and build alternatives, so it is critical to consider this requirement when establishing the future year population and employment in the vicinity of potential transit stops. It is assumed that the existing regional model socioeconomic data sets will be used the starting point for this analysis and that any zonal-level revisions will be provided by the client and/or technical steering committee.

As an initial step for the future year no-build and committed project networks, URS will review the existing future year networks from the Metropolitan Council and review other projects for consideration. Any "near-term" committed projects or those currently under construction are generally properly coded in the no-build network. It is assumed that the committed projects alternative will incorporate any longer-term projects with assured funding into the no-build network. The project team and committee may develop the list of additional highway improvements for this effort for potential inclusion.

For the coding of the transit alternatives, URS will develop the alternatives using the service concepts identified in Task 4 along with the operational characteristics identified in Task 5.1. This will include potential park ride intercept lots within the corridor as well as revisions the feeder bus services. It is anticipated that operational plans and headways established in Task 5.1 will attempt to minimize the number of transfers required by patrons as well as minimizing the wait time associated with any transfer points. URS will code the bus run times in accordance with proposed schedules generated in Task 5.1 and will code travel times for all exclusive transit right-of-ways, this will include run times and station dwell times for all fixed guideway options and exclusive bus lanes associated with BRT alternatives. As a final step in the transit alternative coding process, URS will recommend "catchment areas" (groups of zones) that will

be served by each new transit station. URS will develop auto access connections for each of the zone in these groups to the designated transit stops and/or park ride locations.

After completion of the alternative network coding, URS will execute the regional model for the 2015 and 2030 horizon years. Ridership forecasts for each line and station activity summaries for each stop will be prepared. Maximum load points along each route will also be summarized for review with the operational plans developed in Task 4. This review may lead to a further iteration of estimates based on revisions to the headway assumptions and other operational constraints.

Task 5.2.4 *Alternative Evaluation Criteria*

In consultation with the client and the project team, URS will develop standardized performance measures to assess the impact of the various transit alternatives analyzed in Task 5.2.3. These performance measures will include statistics such as VMT and vehicle trip reductions, travel time savings, as well as transit ridership, number of transfers, and boarding statistics at major hub stations. In addition, URS will summarize the utilization of planned park-ride facilities in the corridor to facilitate assessing the overall impacts of the project.

As part of this effort, URS will also work with the project team to investigate revisions to the proposed termini of each alternative and/or potential phasing of the alternatives if practical. As part of this analysis, URS will also review and summarize transfer patterns that result from the new services so that transit trips diverted from other transit modes can be identified. This analysis may indicate a need to alter competing transit services in order to better optimize each transit alternative.

Once the ridership statistics have been prepared for each alternative, an additional set of cost-usage ratios will be estimated. Measures such as the capital cost per rider and operating cost per rider will be provided for discussion with the project team. The final product of this task will be a technical memorandum that summarizes the ridership and usage statistics along with the evaluation criteria for each alternative.

Task 5.2 URS Team Roles and Responsibilities:

- Pavithra Parthasarathi, Ridership Forecasting, 400 hours
- David Schellinger, Ridership Forecasting, 160 hours
- Heejoo Ham, Ridership Forecasting, 240 hours

Task 5.2 Deliverable: Technical memorandum detailing ridership forecasting results.

Task 5.3 *Operating and Maintenance Cost Estimates*

Accurate estimates of annual operating and maintenance (O & M) costs are critical for projects that are likely to advance through the FTA New Starts program. Methodology used to estimate these O&M costs must also be acceptable to FTA staff. Costs will be based on a spreadsheet model that drives costs for specific line items (e.g., bus operators) on the basis of specific service characteristics (e.g., revenue bus-hours).

Multiple local sources exist for cost estimates, should those alternatives advance to this stage. Costs for local bus service will be based on actual cost experiences of Metro Transit and other corridor transit operators. Costs for new commuter bus services are likely to be based on cost experiences of the existing Northstar Commuter Coach bus service. BRT O&M cost estimates will take into consideration any unique

features to the proposed BRT service (e.g., BRT stations and park & ride lots, unique BRT buses). Light rail alternatives will take into consideration Hiawatha Corridor cost experiences.

Finally, commuter rail alternatives will utilize the same methodology used to estimate O&M costs for Northstar commuter rail project. Members of the URS Team were responsible for developing O&M costs for Northstar in its most recent New Starts submittal to FTA. When estimating O&M costs for commuter rail, it is important to take into consideration the operating environment. For example, will operations and maintenance of trains be contracted out to a service provider, or just operations? Will commuter rail trains operate on track owned by the RCRRA, or on track owned by a freight railroad company? Will RCRRA be responsible track maintenance, or will that function be contracted out? It will be necessary to vary from Northstar commuter rail cost characteristics, should the response to any of these questions differ from the Northstar operating assumptions. The URS Team has the experience to provide suggestions and help guide these decisions.

Task 5.3 URS Team Roles and Responsibilities:

- Jim Baker (Connetics), Operating Plan, 30 hours
- Tim Crobons (Connetics), Operating Plan, 100 hours
- Smith Myung (Connetics), Operating Plan, 100 hours

Task 5.3 Deliverable: Technical memorandum detailing operating and maintenance cost estimates.

Task 5.4 Capital Cost Estimates

The capital cost estimate, along with the ridership estimate, are two of the most critical inputs that are used to evaluate cost effectiveness and ultimately influence the decision making that goes into selecting the preferred alternative. In preparing all our capital cost estimates, the URS Team will document all the assumptions that go into each estimate. Our quality assurance will ensure that the estimates are correctly prepared and thoroughly checked. The team will make extensive use of spreadsheets in the development of the estimates so that, when necessary, the re-computation of estimates can be handled quickly and efficiently. By identifying all assumptions and by having a flexible estimating system that can be updated easily, we will have a capital cost methodology that will allow assessment of all cost elements, including those that are inherently uncertain or are a particularly high percentage of the overall cost.

The development of capital cost estimates will be based on FTA guidelines and the prevailing views of FTA staff, which specifies a unit cost approach. Unit prices will be based cost data from recent bids supplier quotes, and commercially available unit cost data. The URS Team has successfully used this approach in other major planning studies, including the SEPTA Cross County Corridor MIS/DEIS and the NJ TRANSIT West Trenton Passenger Restoration/Environmental Assessment Study. The capital cost methodology must be in place and ready to be applied at critical times during the development of alternatives so that cost-based decision making can take place without delay.

As indicated in the FTA guidelines for capital cost estimating, figures will be developed to a level of detail "...only necessary to ensure that the choice of an alternative is not distorted by errors in the cost estimates." Thus, our team's approach will be guided with the intent of developing similar levels of precision for all alternatives, and producing estimates that allow assessment of the differences among alternatives with acceptable levels of confidence. This will call for varying levels of engineering attention to various portions of the alignments, depending on the complexity of the tasks at hand and the degree of uncertainty concerning existing soils, utilities, and other physical attributes.

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Develop Capital Cost Estimate Methodology: The URS Team will develop three types of unit cost data: typical, specific, and system-wide. Typical unit costs can be applied to a known typical section. Specific unit costs will be developed for unique situations, such as for a major overhead or under-grade structure. System-wide costs are applied to each alternative in its entirety. Examples include traction power, train control, communications, and vehicles. Using a spreadsheet approach, our team will organize the capital costs into the following functional categories (detail will vary depending upon screened alternatives):

- | | | |
|-------------------|---------------------------|------------------------|
| • Roadway | • Vehicles | • Electric traction |
| • Trackwork | • Special conditions | • Communications |
| • Shops and yards | • Guideway and Structures | • Property acquisition |
| • Train control | • Stations | • Project soft costs |

Capital Cost Estimating Results: The unit costs and the methodology developed will be applied at various times, during the earlier tasks, to develop capital cost estimates, as needed to advance the project. The cost basis for capital construction items and the application of unit costs and development of total costs will be completed under this task. Using the method described above, capital cost estimates for the set of alternatives carried forward to the detailed analysis.

Task 5.4 URS Team Roles and Responsibilities:

- Brent Kyler, Capital Costings, 80 hours

Task 5.4 Deliverable: Technical memorandum detailing capital cost estimates.

Task 5.5 Environmental and Community Issues

The purpose of this task will be to identify potential environmental and community issues that could be considered alternative differentiators. The URS Team will define and focus on key issues/impacts that could impact the feasibility of the proposed alternative. The "feasibility" could be defined by the potential significance of the impact as it pertains to time required to appropriately mitigate the impact, the cost of the mitigation, the level of controversy surrounding the potential impact and the likelihood that a reviewing/permitting agency would grant the appropriate approval for the project to move forward. The URS Team will examine existing environmental and social data relevant to the Rush Line Corridor, conduct scoping level agency coordination to determine key impact areas/areas of concern in the corridor, and analyze data using appropriate methods to determine potential environmental and social consequences for each of the alternatives under evaluation.

The product of this effort will be a technical memorandum that identifies the potential environmental and social issues for each alternative that must be analyzed in subsequent studies to assure that the project conforms to NEPA guidance and will secure appropriate environmental clearance(s).

Task 5.5 URS Team Roles and Responsibilities:

Nancy Stavish, Transportation Planning, 100 hours

Task 5.5 Deliverable: Technical memorandum detailing potential environmental and community issues.

Task 5.6 Evaluation of Remaining Alternatives

This task will summarize the detailed analysis and evaluation of the screened alternatives based on the following data:

- Operating Plans and Costs.
- Ridership Forecast.
- Operations and Maintenance Cost Estimates.
- Capital Cost Estimates.
- Environmental and Community Issues.

The alternatives will be evaluated using the measures developed for the screening process and the goals and objectives adopted for the project. This information can then be used by the study decision-makers to recommend advancing certain alternatives.

Task 5.6 URS Team Roles and Responsibilities:

- April Manlapaz, Transportation Planning, 200 hours
- Kate Sanderson, Transportation Planning, 40 hours

Task 5.6 Deliverable: Technical memorandum detailing the analysis and identification of the remaining alternatives.

TASK 6: FINAL REPORT

The URS Team will document the Rush Line Corridor Study AA process. The study report will include previously produced materials including:

- Summary of previous work and relevance to this study.
- Public Education and Involvement plan and stakeholder feedback.
- Summary of the Purpose and Need statement.
- Summary of the universe of alternatives considered, screening methodology and evaluation of alternatives.
- Detailed analysis of the screened alternatives.

The final report will also include other as material to help tie the analytical material and provide overall context, such as an Executive Summary.

Task 6 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 40 hours
- Rick Nau, Quality Assurance, 16 hours
- Nancy Stavish, Transportation Planning, 200 hours

Task 6 Deliverable:

- Initial color preliminary draft for Project Manager review.
- 25 color draft reports for review by Study Team and Task Force.

- 75 color final reports, along with 2 reproducible cd-roms, a reproducible color report and a web-ready electronic version. Graphics will be legible in black and white, or color.

TASK 7: NEXT STEPS

It is always important to have a plan to succeed. This is especially important when attempting to implement a new mode of transportation in a corridor. In our experience, we have seen what it takes to make a project succeed and what pitfalls occur to cause a project to fail. One critical element that has been present in all successful projects is a sound implementation plan.

The URS Team will prepare an implementation plan for the Rush Line Corridor AA that is realistic and accurate, however it will not be created in a vacuum. We will coordinate with staff to include decision-makers in the development of the plan. These decision-makers must be comfortable with the plan, as they will ultimately have to make the difficult financial commitments that result.

The implementation plan will include a schedule that outlines target dates for completion of technical analysis, initiation of engineering activities, preparation of environmental clearance documents, identification of funding steps, and submissions of potential required FTA reports. The plan will be presented in a concise report with an accompanying task bar schedule.

Task 7 URS Team Roles and Responsibilities:

- Dan Meyers, Project Manager, 8 hours
- Rick Nau, Quality Assurance, 1 hour
- Jeff Boothe (Holland & Knight), 8 hours

Task 7 Deliverable: Technical memorandum containing next steps.

ATTACHMENT 2: BILLING RATES

URS Billing Rates

Dan Meyers, Project Manager	\$60.80/hour
Rick Nau, QA	\$72.10/hour
April Manlapaz, Engineer	\$37.20/hour
Kate Sanderson, Engineer	\$33.90/hour
Pavithra Parthasarathi, Engineer	\$26.80/hour
David Schellinger, Engineer	\$85.80/hour
Heejoo Ham, Engineer	\$73.80/hour
Brent Kyler, Engineer	\$63.60/hour
Jim Meyers, Transportation Planner	\$35.30/hour
Mike Larson, Transportation Planner	\$35.00/hour
Nancy Stavish, Transportation Planner	\$27.50/hour

ATTACHMENT 3: SPECIFIC FEDERAL CLAUSES

A. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. ; 49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees 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.

B. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

URS Rush Line Alternatives Analysis Study

_____ Date

D. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristic s	Operationa l Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
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I State Grantees						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II Non State Grantees						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

E. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

F. CLEAN AIR

42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

G. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

H. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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 the 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 the underlying contract or the FTA assisted project for which this contract 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.

(2) 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.

(3) 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 the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. TERMINATION

49 U.S.C. Part 18; FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) 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 (Recipient), 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.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

J. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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

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

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

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

K. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII 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 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) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

L. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested

URS Rush Line Alternatives Analysis Study

language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ %. A separate contract goal [of __ % DBE participation has] [has not] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. {If a separate contract goal has been established, use the following} Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

- e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

M. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

URS Rush Line Alternatives Analysis Study

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/24/07
Date

Board Action Requested

Authorize staff to negotiate a contract with LKG and authorize the Chair to execute a contract with LKG for Document Control Services, subject to approval of County Attorney and Budgeting and Accounting.

ACTION IS REQUESTED

Request Justification

See attached: 1. Proposed Resolution; and
2. Memorandum from K. Fischer, dated June 1, 2007.

Budgeting and Accounting

Kathleen Alf

County Attorney

Will MacMillan

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Saylor
Signature

5/29/07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority requires the creation of a document control system for existing and future records and information, and authorized staff to issue a request for proposals for document control services; and

WHEREAS, A selection process was conducted to select the firm best able to conduct the work out of the eight proposals received, and an Evaluation Committee recommended LKG-CMC based on their experience with FTA projects, their knowledge of federal policies and regulations, and their past experience working on similar projects; Now, Therefore Be It

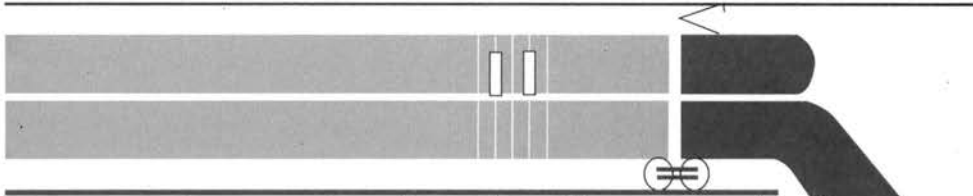
RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to negotiate a contract with LKG-CMC in an amount not to exceed \$100,000 for document control services, and authorizes the Chair to execute the contract with LKG-CMC subject to approval by the Ramsey County Attorney and Budgeting and Accounting.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn Fischer

Subject: Document Control Request for Proposals

Date: June 1, 2007

Ramsey County Regional Railroad Authority (RCRRA) authorized staff to issue a request for proposal for a document control system for existing and future records and information on April 3, 2007. The RCRRA works on many projects that received federal funds, and the Federal Transit Administration (FTA) requires document control in its projects.

Eight proposals were received and evaluated by an Evaluation Committee, consisting of RCRRA staff and the Ramsey County Records and Retention Manager. The Committee recommended proceeding with the proposal from LKG-CMC based on their experience with FTA projects, their knowledge of federal policies and regulations, and their past experience working on similar projects.

Staff is requesting permission to negotiate a contract with LKG-CMC for this study at a not-to-exceed amount of \$100,000, and to authorize the Chair to execute the contract. RCRRA funding will be used to perform this work.

Recommendation:

Consider the attached resolution, which authorizes staff negotiate a contract with LKG-CMC for document control services at a cost not to exceed \$100,000, and to authorize the Chair to execute the contract.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/29/07
Date

Board Action Requested

Authorize Chair to execute Lockridge Grindal contract amendment in the amount of \$31,669.32.

ACTION IS REQUESTED

Request Justification

- See attached:
1. Proposed Resolution;
 2. Memorandum from K. Fischer, dated June 1, 2007; and
 3. Proposed Contract Amendment.

Budgeting and Accounting

Kathryn Alf

County Attorney

Bill MacMull

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 5, 2007 No.: R07-

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with Lockridge Grindal Nauen P.L.L.P. for federal lobbying services; and

WHEREAS, The contract with Lockridge Grindal Nauen P.L.L.P. expires on June 30, 2007; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority amends the contract with Lockridge Grindal Nauen P.L.L.P. through June 30, 2008, at a cost not to exceed \$31,669.32; and Be It Further

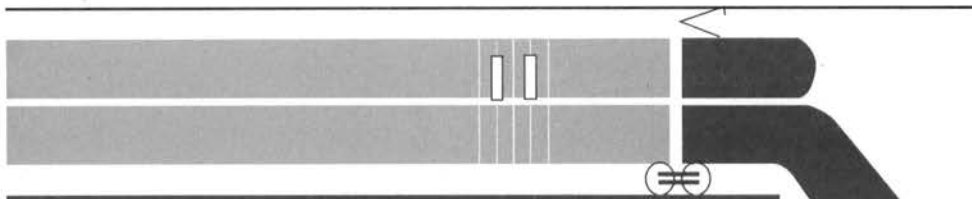
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract amendment.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn Fischer, Director *KF*

Subject: Lockridge Grindal Nauen P.L.L.P. Contract Amendment

Date: June 1, 2007

On June 24, 2003, the Ramsey County Regional Railroad Authority executed a contract with Lockridge Grindal Nauen P.L.L.P. for federal lobbying services. It was amended on June 27, 2006 to provide a one-year extension. The contract expires on June 30, 2007. Staff would like to extend this contract for a one-year period at a cost not to exceed \$31,669.32.

Recommendation:

Authorize the Ramsey County Regional Railroad Authority Chair to execute the contract amendment with Lockridge Grindal Nauen P.L.L.P. through June 30, 2008 at a cost not to exceed \$31,669.32.

AMENDMENT 2

This agreement is an amendment to the contract between Lockridge Grindal Nauen P.L.L.P. and Ramsey County Regional Railroad Authority (RRA) dated June 24, 2003 and amendment 1 dated June 27, 2006.

The parties agree that sections of the Agreement shall be amended as follows:

Section II. Payment

CONTRACTOR shall receive the sum of \$31,669.32 in monthly installments of \$2,639.11 for the period of July 1, 2007 to June 30, 2008 to be paid within 30 days of receipt by the RRA of a monthly claim form from the contractor.

Section III Term

16. This agreement shall be in force and effect from July 1, 2007 through June 30, 2008, or until earlier terminated by the parties hereto pursuant to this Agreement, or extended by the same parties for up to an additional two years.

Except as herein agreed, all other terms and conditions of the Agreement shall remain in full force and effect.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Kathryn Fischer, Director

Dated: _____

Lockridge Grindal Nauen P.L.L.P

By: _____

Dated: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: _____

Account No. _____

Kathleen A. G.
Budgeting & Accounting

ATTACHMENT A
Scope of Work
RCRRA/Lockridge Grindal Contract Amendment
July 1, 2007 – June 30, 2008

A. General

The successful proposer will provide written communication monthly, or as needed year around, to the RCRRA on Federal transportation legislative issues.

B. Project Tasks

1. Identify Federal transit legislative issues, including light rail, commuter rail, buses and high speed rail; that should come to the attention of the RCRRA, such as, but not limited to:
 - Develop Federal legislative positions for RCRRA consideration and work with the Minnesota Delegation to get these proposals enacted.
 - Identify demonstration grants of interest to RCRRA.
 - Apprise RCRRA of any Federal agency rules/developments that may impact the RCRRA.
 - Arrange and participate in meetings with members of Congress for RCRRA Board and staff.
 - Work with the National Association of Counties (NACO) and other national associations to do joint lobbying and keep the RCRRA apprised as to what others are doing.
 - Be available for consultation with RCRRA, Director and Intergovernmental staff.
 - Attend and provide assistance and consultation to RCRRA attendees during NACO Legislative Conference in Washington, DC and the Transportation Alliance Fly-in.
2. Provide legislative consultation on public relations, strategy and analysis.
3. Make oral presentations to the RCRRA as necessary.
4. Work with the Director to prepare written reports to RCRRA.
5. Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues.
6. Work with RCRRA to identify, develop and promote program proposals for which federal funding can be sought and secured.
7. Federal lobbyist is expected to work closely with the Minnesota Governor's federal lobbying staff as well as those federal agencies that the County interacts with, such as the Federal Transportation Administration (FTA).

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/29/07
Date

Board Action Requested

Authorize Director to execute contract with Feyereisen Studios to construct Union Depot Scale Model in an amount not to exceed \$13,537.00.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution;
 - 2) Memorandum from Kathy Fischer, dated June 1, 2007; and
 - 3) Proposed Contract.

Budgeting and Accounting

Kathleen A. G.

County Attorney

W. J. MacNeil

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority staff solicited bids from four firms for preparing a model of Union Depot; and

WHEREAS, The firm of Feyereisen Studios is recommended for this work; Now, Therefore, Be It

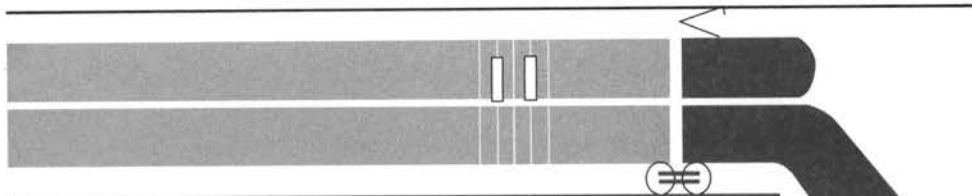
RESOLVED, That the Director of the Regional Railroad Authority is authorized to contract with Feyereisen Studios, Inc., 451 Taft Street NE, Minneapolis, Minnesota 55413, in an amount not to exceed \$ 13, 537.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Toni Carter	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Jan Parker	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority
David Twa, County Manager

From: Kathryn Fischer, Director

Subject: Union Depot Scale Model

Date: June 1, 2007

Staff has obtained proposals for construction of a model of Union Depot, in order to provide improved communication to the public and policymakers about the project.

Proposals were received from four firms:

Feyereisen Studios.

Modeled Horizons.

Archi-Vision Scale Models.

Global 3-D Arts.

Staff recommends Feyereisen for this contract. The owner is a trained architect, allowing him to fill in gaps in architectural drawings needed to complete the model at this stage in the project. The proposal allows for the purchase of a model of the area bounded by 4th Street and the River and Wacouta to Sibley Streets. The model will be white-painted wood, except for the concourse and track area, which will be full color to highlight the project.

The Feyereisen firm has constructed models of the McGough project in Bloomington, Bloomington Central LRT station, and the Penfield Development in St. Paul.

Funding for this model is available in the Union Depot project budget.

RECOMMENDATION

Staff recommends that the Regional Railroad Authority Board consider the attached resolution for a contract with Feyereisen in an amount not to exceed \$13,537.

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
CONSULTANT SERVICES AGREEMENT**

The following is an agreement dated June __, 2007 between **FEYEREISEN STUDIOS**, 451 Taft Street NE, Minneapolis, Minnesota 55413 (hereinafter the "CONTRACTOR") and **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**, a political subdivision of the State of Minnesota, (hereinafter "RCRRA").

1. SCOPE OF SERVICES

The CONTRACTOR listed above shall provide the services specified in ADDENDUM I, attached hereto and made part of this Agreement.

2. TIME

The services provided by CONTRACTOR will be delivered on the date(s) specified and at the location(s) indicated in ADDENDUM I for the term of this Agreement.

3. PAYMENT

The cost of service shall be as set forth in ADDENDUM I. CONTRACTOR shall submit an invoice to the RRA after services are provided. Payment will be made within 35 days of receipt of a detailed invoice. Interest accrual and disputes regarding payment shall be governed by the provision o Minn. Stat. Section 471.425.

4. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting CONTRACTOR as the employee of the RRA for any purpose or in any manner whatsoever. The CONTRACTOR is an independent contractor and neither it, its employees, agents, nor representatives are employees of the RRA. From any amounts due the CONTRACTOR, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the CONTRACTOR.

5. INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect the CONTRACTOR from claims which may arise out of or result from operations of the CONTRACTOR including, but not limited to, the following as indicated:

General Liability;

Auto Liability; and

The CONTRACTOR shall not commence work until the CONTRACTOR has obtained and filed an acceptable certificate of insurance approved by the County Risk Manager.

6. AUDIT

Until the expiration of three (3) years after furnishing of services pursuant to this Agreement, the CONTRACTOR, upon written request, shall make available to the RRA, the State Auditor, or the RRA's ultimate funding source, a copy of this Agreement, and the books, documents, records, and accounting procedures and practices of the CONTRACTOR relating to this agreement.

7. CANCELLATION

The RRA may cancel this contract without cause by thirty (30) days' written notice to the CONTRACTOR. The RRA may cancel this contract for cause by five days' written notice to the CONTRACTOR. If cancellation or placing a hold on the work is desired, after the initial deposit has been made, all services, expenses and work done by Feyereisen Studios will be billed as time and materials. Fees will consist of all materials, expenses and labor for the project to date. The hourly rate will be \$ 90.00 per hour. If re-commencement of the model is desired, additional fees may be added to the initial contract cost. If the amounts due the CONTRACTOR as calculated under the provisions of this paragraph are less than the first half payment made by the RRA under the provisions of paragraph 3 of the Addendum, the CONTRACTOR shall immediately refund to the RRA any such overpayment by the RRA, unless otherwise advised in writing by the RRA.

8. NON-DISCRIMINATION

CONTRACTOR agrees that in the hiring of all labor for the performance of any work under this Agreement, that it will not, by reason of race, creed, color, sex, national origin or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. CONTRACTOR agrees to comply with all federal, state, and local non-discrimination laws and ordinances, in particular the applicable provision of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. The CONTRACTOR agrees to have in effect an affirmative action program and shall furnish a certificate of compliance with this requirement to the RRA, upon request.

9. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purposes in the course of the CONTRACTOR's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et seq. or any

other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal laws and regulations on data practices. The CONTRACTOR agrees to abide strictly by these statutes, rules and regulations.

10. **ENTIRE AGREEMENT**

This agreement, including ADDENDUM I, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreement presently in effect between the parties relating to the services identified herein.

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Kathryn Fischer, Director

Date: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: _____

Account No. _____

Budgeting & Accounting

FEYEREISEN STUDIOS

By: _____

Print Name: _____

Tax ID/SSN: _____

Date: _____

ADDENDUM I

1. SCOPE OF SERVICES

The CONTRACTOR listed above shall construct a "Z Scale" or 1:20 model of the Union Depot. The size of the model shall be approximately 20" by 62".

Upon receipt of a signed contract, an initial deposit and all necessary drawings, the project will be completed and delivered in 4.5 weeks.

Materials in this model are environmentally renewable, including high-quality woods and archival Bristol boards. Paints are all water based and have ZERO VOCs.

The Head house will be low-detail massing; columns and steps will be included though. Depot concourse proper and the tracks to be highlighted. Depot concourse to be built as a hollow box to allow a view into the model and avoid using Plexiglas.

Included in contract cost (subject to change depending on availability of materials and agreement by both parties):

- ☐ Wooden model stand and Plexiglas cover
- ☐ Delivery to the Depot
- ☐ Base/contours/road
- ☐ Depot concourse
- ☐ Color for the Depot Concourse + tracks (including buses and trains), context to be mono-chromatic
- ☐ Head house
- ☐ 2 Greyhound line buses
- ☐ 2 Metro Transit Buses
- ☐ 2 Commuter Buses
- ☐ 2 Taxi Limo
- ☐ 4 Light Rail trains
- ☐ 4 High Speed Rail Trains
- ☐ 2 Amtrak passenger trains
- ☐ 1 Commuter Rail train
- ☐ Trees
- ☐ Escalators and Stairs
- ☐ Skyway?
- ☐ Cars/boats
- ☐ Cast metal people

Any changes made to the SCOPE of the PROJECT after the contract is signed will be billed at time plus materials and expenses. If the changes are accepted and the schedule does not change, over time charges of 1.5 times the hourly rate may apply. Changes will be billed and due within 30 days after delivery of the model. Changes to the SCOPE of the PROJECT may affect the SCHEDULE. All fees materials and expenses for any changes will be in addition to the BUDGET.

2. TIME

The services provided by CONTRACTOR will be delivered on or before July 10, 2007.

3. PAYMENT

The cost of service shall be as set at a not to exceed amount of \$13,537.00. Half of the cost (\$6,768.50) will be paid on approval of this contract, the remainder on satisfactory completion and delivery of the model.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/24/07
Date

Board Action Requested

Legislative Update.

DISCUSSION ONLY

Request Justification

Joe Bagnoli and Sarah Psick will report on legislative issues.

Budgeting and Accounting

County Attorney

Will MacTul

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

9

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/24/07
Date

Board Action Requested

Metropolitan Council Transit Master Plan Update.

DISCUSSION ONLY

Request Justification

The Metropolitan Council is identifying corridors in preparation for updating their transportation policy plan. Staff will provide an update of this activity at the June 5, 2007 meeting.

Budgeting and Accounting _____

County Attorney Walt MacNeil

Risk Management _____

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

10

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Kathryn Fischer
Authorized Signature

5/24/07
Date

Board Action Requested

Communications plan.

DISCUSSION ONLY

Request Justification

Art Coulson and Sarah Penman will discuss the communications plan at the June 5, 2007 meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 5, 2007
Board Date

Angelique Taylor
Signature

5/29/07
Date



DRAFT

Ramsey County Regional Railroad Authority

Public Engagement & Communications Strategic Plan

June 2007



Public Involvement Plan

Introduction

The Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations. RCRRA is shaping the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services. In cooperation with other agencies, RCRRA is responding to the changing transit needs of the County's citizens by planning integrated transportation services and developing a comprehensive regional system.

The Rail Authority's public engagement and communications strategy is based on these principles:

- ➔ True public engagement, not mere involvement.
- ➔ The Rail Authority staff is committed to listening to the public it serves, sharing information as it becomes available and providing the tools that will help the public become empowered, allowing them to participate in projects to the extent they choose.
- ➔ We believe that it is essential for members of the public to have a voice in projects that affect them *before* key decisions are made, so that by their engagement, projects are completed in a way that will bring the public we serve maximum benefit.

RCRRA Projects

The Ramsey County Regional Railroad Authority is actively involved in planning and implementing many mass transit projects designed to better serve the citizens and businesses of Ramsey County. The Rail Authority is committed to flexibility in its planning efforts and ready to add new projects as they arise. Among the projects currently in the planning stages:

CENTRAL CORRIDOR

This 11-mile transit way connects downtown St. Paul's Union Depot to downtown Minneapolis and the Hiawatha Light Rail Line. Light rail transit has been selected as the mode and the Federal Transit Administration has granted permission to the Metropolitan Council to enter preliminary engineering, a process that will take about two years.

UNION DEPOT

The Union Depot in St. Paul has been identified as a multi-modal facility where Amtrak, high-speed rail, commuter rail, light rail transit, local and inter-city buses, bicycles and pedestrians

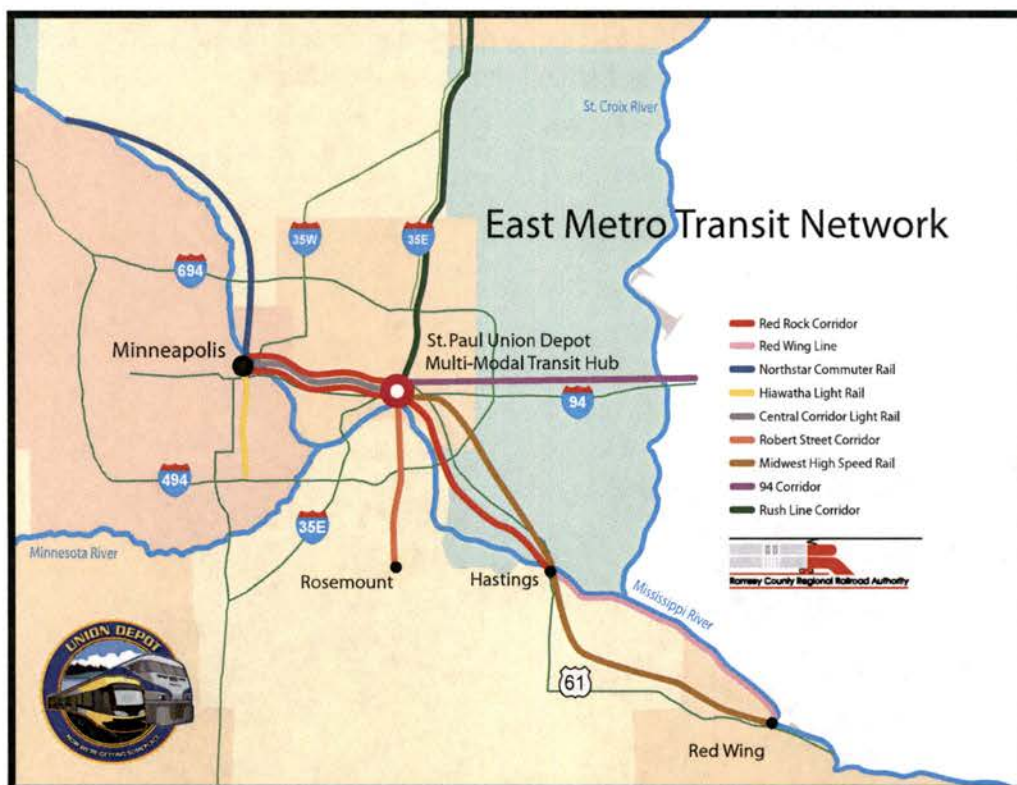
would come together. Property acquisition, coordination with other agencies, and planning and engineering work are the next steps in this project.

RUSH LINE CORRIDOR

A transit study has been completed identifying interim (within 5 years) and longer-term transit improvements for this 80-mile corridor that extends from downtown St. Paul's Union Depot to Hinckley. An alternatives analysis study of the transit corridor will begin in early 2007 and take about 18 months to complete. In line with the project's public outreach goals, meetings with community members and other stakeholders are being held to identify issues, educate the community about the transit alternatives being studied, and engage the public in discussions about the transit options.

RED ROCK CORRIDOR

This transit project runs from Hastings to downtown Minneapolis, with a stop at St. Paul's Union Depot multi-modal transit hub. A commuter rail feasibility study has been conducted



and the corridor deemed feasible for future analysis. An alternatives analysis has begun on this project, and will examine commuter rail and bus-way in the corridor and will also evaluate different alignments for the corridor.

NORTHEAST DIAGONAL LAND USE/TRANSIT STUDY

This land-use and transit study concluded that if the communities along the corridor use

moderate or intensive Smart Growth principles in the development of the 15 identified opportunity sites, a 20 to 30 percent increase in transit use could result, increasing the viability of a future transitway/busway.

INTERSTATE 94 CORRIDOR

Legislators from Washington County have expressed an interest in improved transit service in the Interstate 94 corridor from Union Depot in St. Paul to Hudson, Wisconsin. Other work may be undertaken on TH 36 or TH 5 corridors from Union Depot to Wisconsin.

ROBERT STREET CORRIDOR

A feasibility study, beginning in early 2007, will assess transit improvements and locations from Union Depot to Rosemount in the Robert Street/Highway 52 corridor bounded by Interstate 35E on the west and the Mississippi River on the east.

MIDWEST HIGH-SPEED RAIL

High-speed passenger rail service between St. Paul's Union Depot and Chicago, as part of a system serving the upper Midwest, is the focus of a multi-state planning effort. Ramsey County Regional Rail staff is supporting the work being done by this coalition.



Purpose of the Public Engagement Program

Public engagement in transportation decision-making is integral to the success of RCRRA's mission. Involving the public in transportation planning and development can pose major challenges. Many people perceive transportation plans as too long-term and too abstract. They are skeptical about whether their involvement is worthwhile and if they can truly influence the outcome of a project. However, the benefits of involving the public in a participatory process are manifold. Meaningful public engagement is central to good decision-making, and enhances the agency's ability to implement transportation solutions that improve safety and efficiency, protect natural and human environments, and contribute to the community vision.

Public engagement gives the affected public the opportunity to be involved at every stage of decision-making, including the development and design of the public involvement plan, through defining purpose and need or planning principles, the development of a range of solutions, and the implementation of a particular recommendation. It enables identification of community issues early in the project-development process and taking action on their input produces a considerably more popular and sustainable result.

No two projects are alike; therefore, each approach to RCRRA's public involvement challenges will be unique. By actively seeking input from the public throughout all phases of the various projects, RCRRA seeks to facilitate successful completion of its transit projects and to incorporate that input to maximize the benefit of the system to the region.





Informing people through outreach and organization

STAKEHOLDERS

Stakeholders are individuals and members of organizations affected by the project, including neighborhood and business organizations immediately affected by the project. They can generally be described as property owners, business tenants, homeowners and residents located directly adjacent to the alignment plus those owning or leasing property within a half-mile of the alignment. This group is a component of the general public but with a higher degree of need for information and opportunity to provide input because of their proximity to the project.

GENERAL PUBLIC

This group is all-encompassing, including all individuals in Ramsey County. It includes individuals more indirectly affected by the project than stakeholders, for example someone who might live outside the immediate project alignment but either drives through the corridor and/or plans to use transit projects in the future, and groups with a general interest in the project.

Due to its size and diversity, the general public is typically the most difficult group to engage. As RCRRA is developing a comprehensive regional system involving multiple projects and agencies, public involvement activities have been designed to reach the public and stakeholders within the region.

Some members of this group will also be members of the stakeholders group and vice versa.

PEOPLE WHO ARE UNDERSERVED BY TRANSPORTATION

People underserved by transportation often do not participate in decision-making. However,

they have greater difficulty getting to jobs, schools, recreation, and shopping than the population at large. Underserved people include those with cultural, racial or ethnic characteristics. Cultural differences sometimes hamper full participation in transportation planning and development. People with disabilities find access to transportation more difficult and therefore their ability to participate is constrained. Low-income people may lack access and time to participate. These groups are a rich source of ideas that can improve transportation services for themselves and the entire community.

RCRRA is committed to ensuring that every effort is made to engage these groups in the planning and decision-making process.

MINORITY, DISADVANTAGED, DISABLED AND LOW-INCOME GROUPS

Individuals from minority and ethnic groups, and low-income households, women, children, and disabled people often find participation difficult and are also traditionally underserved by transportation. While these groups form a growing portion of the population, particularly in urban areas, historically they have experienced barriers to participation in the public-decision-making process and are therefore underrepresented. These barriers arise both from the nature of the system and from cultural, linguistic and economic differences.

Language differences are only the most immediate hurdle to overcome in order to work effectively with various cultural groups. Economic barriers such as the costs of childcare or transportation to meetings also hinder participation. More important, understanding and accommodating the deeper psychological and cultural differences — such as the various ways people interact with one another to make decisions, or their belief in their own power to do so — is the major challenge of getting people to work together successfully toward common goals. In some cultures, it is considered improper to disagree with authority. In other cultures, the elders must be approached respectfully and they facilitate access to the community. In some groups, speaking up is interpreted as “making trouble.” In communities where there is reluctance to disagree or criticize, opinions might only be expressed after prolonged consideration or in very indirect ways.

Through thoughtful consultation with minority, ethnic, disabled and low-income people, RCRRA seeks to identify specific barriers to participation and find effective ways to overcome them.

The Public Involvement Plan will incorporate guidelines established by current federal statutes and is built on the following principles:

- ➔ Provide adequate opportunities for public involvement and time for public review and comment.
- ➔ Seek out those traditionally underserved by existing transportation systems to ensure their involvement in decision-making, and help prevent adverse impacts on these communities. Traditionally underserved populations include but are not limited to, low income and minority households, immigrant and ethnic communities, Americans with Disabilities Act (ADA) populations, and Native Americans.
- ➔ Provide access to technical and policy information.
- ➔ Demonstrate consideration and response to public input obtained.
- ➔ Link public involvement activities to project milestones, technical activities and decision-making.

- ➔ Review the effectiveness of the public involvement program to ensure full and open access is being provided to all who are interested or who could be interested in the project. Plan updates will be based on information gathered and lessons learned throughout the project.
- ➔ Provide information to partner agencies and individuals in a timely manner.



Goals and Objectives of the Public Engagement Program

This Public Engagement Plan was developed based on issues identified and public input received from the Central Corridor DEIS hearing processes, and from large-group and one-on-one meetings with stakeholders.

The goals of the plan and the objectives for meeting those goals are as follows:

DEVELOP PUBLIC UNDERSTANDING OF THE PROJECT

OBJECTIVES:

1. Engage the public through one-on-one meetings, community meetings, public workshops, web site, exhibits, attendance at community events, and other techniques.
2. Develop public information materials in multiple languages, as applicable, including Hmong, Vietnamese, Khmer, Somali, Oromo and Spanish.
3. Solicit feedback through activity comment cards, question and answer periods, and

informal interviews.

4. Provide opportunities for early and continuing public participation in the decision-making process and encourage participation.
5. Maintain and regularly update the comprehensive list of stakeholders developed in earlier phases of the project. Use experience and best practice public involvement methods to determine the most effective method of communication/participation for each.
6. Provide timely and regular notice of public involvement activities and Project developments.
7. Provide timely responses to stakeholder inquiries.
8. Coordinate and attend meetings of transit task forces and committees representing a variety of interest groups, businesses, and neighborhoods to provide ongoing input through final design and construction.

DEVELOP AND MAINTAIN ACCOUNTABILITY, CREDIBILITY AND ACCESSIBILITY OF THE PROJECT TEAM

OBJECTIVES:

1. Actively pursue speaking engagements with stakeholder groups.
2. Provide regular opportunities for information exchange.
3. Prepare public involvement summary reports for distribution to transit project managers and agency staff.
4. Implement documentation and response process to include "action taken" feedback on specific comments from the public.

OBTAIN INPUT FROM A BROAD RANGE OF CITIZENRY

OBJECTIVES:

1. Utilize non-traditional methods of soliciting participation and input.
2. Regularly monitor participation and evaluate for range of citizen representation.
3. Present information in a manner that overcomes potential language, economic or cultural barriers and use media that reach beyond the mainstream.
4. Anticipate and provide for the needs of people with varying physical abilities.

MAXIMIZE THE POTENTIAL FOR INFORMED MEDIA COVERAGE

COMMUNICATIONS OBJECTIVES:

1. Regularly brief publication editors/reporters on project plans, status and milestones.
2. Prepare press releases, and other materials for distribution to the media.
3. Respond to media inquiries in a timely, consistent manner.
4. Actively pursue speaking engagements.

SOLICIT AND INCORPORATE PUBLIC INPUT ON SPECIFIC TECHNICAL ISSUES

OBJECTIVES:

1. Work with stakeholders along the corridors to get input on station design and public art.
2. Keep the public informed of specific project milestones, solicit input on outstanding issues, identify and solicit input on other issues and report this information to the project management and design teams.

Structure of the Program

The structure of the public engagement plan has been designed to encourage public input and comment and provide opportunities for meaningful, two-way communication between RCRRA and the public.

The first step in the process was to identify stakeholders. The next step was to establish relationships with stakeholders and request input into the public information plan.

Stakeholders include individuals and members of organizations affected by the project, including neighborhood groups and organizations, District Councils, residents, business and property owners, ethnic and cultural groups, immigrant organizations, non-profit and business organizations.

Channels for Outreach and Communications

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY WEB SITE

The web site is currently being redesigned. All content has been upgraded, re-written and re-organized to make it more usable and useful for the public we serve.

DISPLAYS

- ➔ Ramsey County Regional Railroad Authority has standing displays of the Rush Line Corridor, Union Depot Multi-Modal Hub and the Central Corridor LRT project that provide summary information and graphics about proposed transit improvements. These displays, which are regularly updated with current information, are designed to provide introductory information to members of the general public.
- ➔ The displays were used at the RCRRRA Open House at the State Capitol in conjunction with Congressman Oberstar's speech in March 2007. They have also been used during tours of the Union Depot concourse, and other community events, including the Minnesota Transportation Museum's 100-year anniversary event and various RCRRRA sponsored open houses along the Rush Line Corridor.

FACT SHEETS

The following fact sheets have been created to share on the web site and at community outreach meetings:

- ➔ A general Central Corridor project overview fact sheet, which has been translated into Hmong, Khmer, Somali, Spanish, and Vietnamese.
- ➔ A Corridor Update fact sheet highlighting regional transit projects including Central Corridor, Union Depot, Rush Line, Metro East, Red Rock, Robert Street, Northstar, Cambridge, Southwest, Cedar Avenue and Northwest Corridor.
- ➔ State and federal versions of a Rush Line Corridor fact sheet.
- ➔ State and federal versions of a Union Depot fact sheet detailing the history of Union Depot as a transit hub and the next steps in the process of acquisition, planning, engineering and construction.

POWERPOINT PRESENTATION

An updated presentation about the Central Corridor LRT Project has been created and translated into various languages, including Hmong, Khmer, Somali, Spanish and Vietnamese. It includes:

- ➔ An overview of the project.
- ➔ A video of a light rail transit simulation along the corridor. This simulation has been extremely effective in helping audiences visualize what the project will look like.
- ➔ Next steps in the planning process.
- ➔ How people can become involved.

PLAN IMPLEMENTATION

Through a series of activities and events from May 2006 through present RCRRA has continued to raise awareness of the Central Corridor LRT Project. Community outreach informational meetings have been planned and held with hundreds of key individuals and organizations in the Central Corridor. These activities are ongoing.

CONTINUE DELIVERING INFORMATION THROUGH COMMUNITY GROUPS

While there are individuals and organizations with varying degrees of knowledge about the Central Corridor project, there is still a need to provide information through overall project fact sheets, and presentations about the project.

CONTINUE TO ACKNOWLEDGE REAL ISSUES EMERGING FROM COMMUNITY

The project has entered the preliminary engineering phase and design-related questions are beginning to emerge from the community.

RCRRA is reassuring stakeholders that their questions will be answered and their concerns will be heard. Community members are being directed to attend Metropolitan Council sponsored meetings such as the Community Advisory Committee, Business Advisory Committee and Central Corridor Management Committee and/or the District Councils' Collaborative.

Community members are concerned about the timeline and when and how decisions will be made. Other concerns include the impact of the project on affordable housing, property tax values, senior housing, and how to maintain cultural diversity along the corridor.

FOCUS ON BUILDING LONG-TERM RELATIONSHIPS IN THE COMMUNITY

Many questions are still being raised and RCRRA is working to build long-term relationships with its stakeholders. This is being accomplished by meeting with stakeholder leaders to gain a deeper understanding of their goals and concerns while sharing information about how they can get involved.



Project-Specific Plans



Central Corridor

In the past year, the Communications Office has been heavily involved in public engagement along the Central Corridor. The Metropolitan Council is the lead agency in the Central Corridor project, partnering with Ramsey County, the City of St. Paul, the City of Minneapolis, Hennepin County, the state of Minnesota and the Federal Transit Administration. Ramsey County remains committed to engaging affected communities in transportation decision-making by implementing a comprehensive public involvement strategy to ensure that communities and businesses along the Central Corridor have input into the project on an ongoing basis.

The purpose of RCRRA's public engagement program is to actively seek input from the public throughout the design phases of the project, to keep the public informed of project developments, and to share the information gathered with policy-makers. During the construction phase of the project, the purpose of the program is to work closely with stakeholders along the light rail alignment to keep them apprised of the construction schedule and progress and ensure that their

issues and concerns are addressed by project and contractor staff.

OBJECTIVES:

- ➔ Generate meaningful, documented public participation in the planning and design processes.
- ➔ Maintain and expand understanding of the goals and timelines of the Central Corridor Transit Project among stakeholders, opinion leaders, and affected communities.
- ➔ Create communications channels to connect the design team and RCRRA with stakeholders in the communities to be served.
- ➔ Ensure that the public we serve, opinion leaders, influential people, and others who will play a significant role in the project's success understand the purpose of, need for, and issues involved in developing a transit solution for the Central Corridor.

In line with the project's public outreach goals, meetings with community members, groups and other stakeholders are being held to educate the community about the project, and engage the public in discussions to identify issues and concerns. These efforts include creating specific plans and strategies to reach out to communities and groups that do not traditionally become involved in transit decision-making including diverse minority groups such as Southeast Asian communities, African American communities, African communities, senior citizen groups, and low income-groups.

Community outreach efforts have included:

- ➔ Individual meetings with leaders of diverse community groups to establish relationships with community members and listen to their concerns and ideas.
- ➔ Informational presentations to community groups, community councils, ethnic business associations, cultural groups, residents' councils of public housing developments, and attendance at various cultural gatherings — for example, Hmong Soccer, Rondo Days, Hmong Resource Fair and Diversity celebration at Ravoux Public Housing Hi-Rise.
- ➔ Working with established groups along the corridor to engage residents. For example, organizing a series of tours to the Hiawatha LRT for low-income residents in partnership with Aurora St. Anthony CDC.
- ➔ Identification of additional opportunities for outreach activities.

Members of the African-American community continue to be concerned that the Central Corridor project does not divide their community in the same way that the Interstate 94 project negatively affected the Rondo neighborhood 40 years ago. Homeowners are extremely concerned that rising property taxes will make their homes unaffordable. Renters fear being forced out of the project area as a result of gentrification. Similarly, small business owners want to minimize negative impacts during construction and due to increases in property taxes.

A coalition of non-profit organizations has formed to investigate how transit development can be leveraged to create living-wage jobs for community members in all stages of transit planning, implementation and day-to-day operations, to increase opportunities for new small businesses to succeed, and to ensure that housing remains affordable for current residents.



Union Depot

In the comprehensive long-range transit vision laid out by the Ramsey County Regional Rail Authority, many modes of transit will come together at the refurbished Union Depot.

At this regional transit hub, passengers will transfer seamlessly from passenger rail to buses and light rail trains. Commuters and visitors arriving on trains will connect with local transit lines to get to jobs, pro sports and entertainment venues, shopping and restaurants.

Thanks to generous federal funding and far-sighted county investment in the project to date, work on the multi-modal transit center will be ready to begin when the U.S. Postal Service moves its depot mail-sorting operations to Eagan by the end of 2010.

Modes of transit using the hub will include:

- ➔ Light Rail
- ➔ Regional and Inter-City Buses
- ➔ Commuter Rail
- ➔ Passenger Rail
- ➔ Midwest High-Speed rail
- ➔ Bicycles and pedestrians

A communications and outreach plan for the Union Depot is being developed separately with the consultant hired by Ramsey County and will be incorporated here in the final public engagement and strategic communications plan.



Rush Line

OBJECTIVE

To engage the public and stakeholders along the 80-mile Rushline Corridor, between St. Paul and Hinckley. Ramsey County Regional Railroad Authority public communications staff will meet with residents, businesses and officials along the route to gather information and to keep them informed about the latest developments during the alternatives analysis and commuter bus studies expected to commence in early 2007. Staff will also provide information to business and residents about how to make comments about the project and participate in the process.

DELIVERABLES

NEWSLETTERS

Two, 4-page, full-color newsletters to be produced by RCRRA staff, in spring and winter 2007.

FACT SHEETS

Creation of full-color federal and state fact sheets about the project and study.

WEBSITE UPDATES

Regular update of project website, including posting of public meeting notices, fact sheets, FAQs. No redesign anticipated.

LIST-SERV

Send out regular updates to subscribers to RCRRA GovDelivery list-serv. Maintain subscriber list for list-serv.

UPDATE DATABASE

Work with clerical staff to update database of citizen and business stakeholders, elected officials, residents, businesses and other interested parties.

PUBLIC MEETINGS

Informational open houses to be held along the corridor in spring 2007 and near conclusion of study in 2008, a total of eight meetings — two in each county. Suggested sites:

- White Bear Lake, Ramsey County
- Forest Lake, Washington County
- North Branch, Chisago County
- Hinckley, Pine County

CREATION OF POWERPOINT PRESENTATIONS

Creation of PowerPoint presentations to impart updated information about the project and the two studies.

ADVERTISING DESIGN AND PLACEMENT

Design public meeting advertisements and place them in dailies and community newspapers along the route. Work with agency, depending on budget, to create and place radio ads.

PRESS RELEASES/MEDIA RELATIONS

Write and send out press releases to dailies, community newspapers and electronic media along corridor. Help Task Force members place op-ed columns and letters to the editor relating to the project. Follow up with media outlets.

MEETINGS WITH STAKEHOLDERS ALONG THE ROUTE

Meetings with elected officials, businesses and citizen stakeholders during study period. Estimated number of meetings over 18 months, based on 15 cities, three counties, one tribal government along Corridor: 20.

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