

EXHIBIT A**SECTION 5316 AND 5317****SCOPE OF WORK**

1. In order to carry out the purpose of 49 U.S.C. 5316 or 5317, the California Department of Transportation (hereafter called the STATE) is the sole State agency authorized to evaluate and submit to the Federal Transit Administration (hereafter called FTA) grant requests from private nonprofit corporations, private for profit corporations and public agencies for assistance in providing transportation services meeting the special needs of low income, elderly, and/or persons with disability, for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate.
2. The CONTRACTOR has been designated by the STATE as a private nonprofit corporation, private for profit corporation or public agency proposing transportation services (hereafter called the PROJECT) eligible for assistance under FTA Section 5316 or 5317.
3. The CONTRACTOR agrees to complete the defined PROJECT, or the phase/component of the identified PROJECT, described in the grant application, which adopts all of the terms and conditions of this agreement. For the purpose of carrying out the PROJECT, the following scope of work, pursuant to this agreement, is to be implemented, purchased and/or constructed by CONTRACTOR:

[PROVIDE PROJECT DESCRIPTION HERE]

4. The CONTRACTOR's application is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's application.
5. The CONTRACTOR agrees to perform the PROJECT to provide public transportation service to the general public in a non-urbanized area of the State and in accordance with the terms and conditions of this Agreement and the CONTRACTOR's application for Federal assistance, which is on file with the Mass Transportation Program and is now expressly incorporated into this Agreement.
6. The CONTRACTOR agrees to operate the PROJECT within the service area as described in the CONTRACTOR's application for Federal Assistance.
7. The parties agree that only those paragraphs that have a mark ("X") opposite to the PROJECT category shall apply to Exhibit A of this Agreement.

Capital Project (Vehicle/Equipment)

- A. The CONTRACTOR's application for a capital assistance grant under 49 USC Section 5316 or 5317 of the Federal Transit Act, as amended, has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved capital PROJECT.
- B. For the purpose of carrying out the PROJECT, the following described PROJECT for new equipment (not designated as "used" by the auto industry standards) is to be purchased by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified herein:
 - C. The PROJECT equipment, and estimated cost, is as follows:

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<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL AMOUNT</u>
Total Cost of PROJECT Equipment:			\$
Federal Share 80.00%			\$
Local Share 20.00%			\$
Additional Local Share (if any)			\$

D. Real Estate Acquisition/Construction Project

1. The CONTRACTOR's application for a capital assistance grant under 49 USC Section 5316 and/or 5317 of the Federal Transit Act, as amended, has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved PROJECT.
2. The CONTRACTOR's application is incorporated, herein, and is made part of this Agreement. In the event the CONTRACTOR's application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's application.
3. The CONTRACTOR agrees to perform the PROJECT with the terms and conditions of this Agreement and the CONTRACTOR's application for Federal assistance which is on file with the Mass Transportation Program and is now expressly incorporated into this Agreement.
4. For Real Estate Acquisition, the CONTRACTOR must follow the procedures below pursuant to FTA Circular 5010.1D, 49 CFR Part 18.31; 49 CFR Part 24 Subpart B; and by the FTA Master Agreement, as amended.
 - a. The conduct of Hazardous Waste Site Assessments before acquiring real property.
 - b. The conduct of an independent appraisal by a certified appraiser.
 - c. The requirement for a review appraisal of the initial appraisal.
 - d. FTA review and concurrence requirements related to the CONTRACTOR's offer to buy the property.
 - e. Incidental use of acquired real property as a means to supplement transit revenues.
 - f. Disposition of excess real property by sale, transfer to other programs, etc.
 - g. The requirement to prepare an excess property utilization plan for all real property no longer used for its original purpose.
5. STATE shall screen potential projects when they are first identified to make an initial determination as to which projects clearly meet the FTA's criteria for Categorical Exclusion (CE) and which projects may require additional documentation. The latter should be coordinated with the FTA regional office early in project development so that any necessary environmental analysis and review will not delay implementation. Any project involving new construction of a facility or substantial rehabilitation of an existing facility must be discussed with FTA to determine the need for information supporting a CE and the applicability of any additional environmental requirements. Early coordination is also necessary to identify those projects for which the CONTRACTOR must prepare an Environmental Assessment (EA). If an EA is required, further steps to develop the

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PROJECT will not be authorized (e.g., property acquisition, final design, and construction) until FTA makes a final environmental finding for the project. Any Category B or C project not in the list of CEs in 23 CFR 771.117(c) requires environmental clearance from FTA before being advanced to Category A.

6. CONTRACTOR must submit the Plans, Specifications, and Estimate (PS&E) Checklist for any construction project, and must certify that the PROJECT was designed and prepared for advertisement in accordance with 49 CFR Part 18 and 19, (FTA) circular 4220.1F-Third Party Contracting Guidance, and the FTA Best Practices Procurement Manual. NOTE: How does the contractor certify?
7. CONTRACTOR must agree all documents relating to the PROJECT are subject to review by FTA and/or STATE in order to verify the PS&E certification. CONTRACTOR must also agree that if deficiencies are found in subsequent review, the following actions will be considered:
 - a. Where minor deficiencies are found, PS&E certification for future projects may be conditioned or not accepted until the deficiencies are corrected.
 - b. Where deficiencies are of such magnitude as to create doubt that the policies and objectives of applicable federal and State laws will not be accomplished by the PROJECT, federal funding may be withdrawn.
8. For the purpose of carrying out the PROJECT, the following describes the PROJECT, pursuant to this Agreement at costs not to exceed the estimated cost specified herein:

<u>Quantity</u>	<u>Item Description</u>	<u>Cost</u>
		\$
	Net PROJECT Cost:	\$
	Federal Share 80.00%	\$
	Local Share 20.00%	

PROCUREMENT SCHEDULE

	<u>Date</u>
Bid Package to Caltrans	
Award Contract	
Issue Purchase Order to Vendor	
Delivery or Installation	

Operating Project

- A. The CONTRACTOR's application for an operating assistance grant under 49 USC Section 5316 or 5317 of the Federal Transit Act, as amended, has been certified to the Federal Transit Administration (FTA) by the California Department of Transportation (hereinafter referred to as STATE) as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved operating assistance grant (hereinafter referred to as the PROJECT).
- B. Operating assistance eligible for reimbursement under this Agreement are costs directly related to system operations and may include: fuel, oil, drivers' salaries and fringe benefits,

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dispatcher salaries and fringe benefits, and licenses. Up to Fifty (50) percent of the net PROJECT costs are eligible for reimbursement under this Agreement, not to exceed \$ _____. No payment shall be made in advance of performance of work.

Mobility Management

- A. The CONTRACTOR's application for a mobility management grant under 49 USC Section 5316 or 5317 of the Federal Transit Act, as amended, has been certified to the Federal Transit Administration (FTA) by the California Department of Transportation (hereinafter referred to as STATE) as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved capital grant (hereinafter referred to as the PROJECT).
 - B. **Detailed Implementation Plan** is made a part hereof for Mobility Management projects. The PROJECT tasks described in the **Detailed Implementation Plan** shall be implemented by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified therein.
8. The PROJECT representatives during the term of this Agreement will be:

State Agency: Department of Transportation	CONTRACTOR:
Name: Helen Louie	Name:
Title: Chief, JARC and NF Branch	Phone:
Phone: (916) 654-8222	Fax:
Email: Helen_louie@dot.ca.gov	Email:

EXHIBIT B**SECTION 5316 AND 5317****BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING & PAYMENT**

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

- A. Funds allocated for use on this PROJECT are payable to the CONTRACTOR after execution of this contract and the submission TO the STATE (in triplicate), of a signed CONTRACTOR's request for payment for the following: (1) invoice amount, (2) project summary of expenses, and (3) FTA Section 5316 or 5317 DBE Twice Yearly Awards/Commitment and Actual Payment Form.
- B. Upon review and approval by the STATE, STATE agrees to reimburse the CONTRACTOR for allowable costs upon receipt of an invoice that is itemized per Exhibit E, Cost Worksheet, and otherwise meets the requirements of this Standard Agreement. Incomplete or disputed invoices shall be returned to CONTRACTOR, unpaid, for correction and must be resubmitted to STATE prior to the payment of the invoice.
- C. Invoices shall be itemized in accordance with Exhibit E, Cost Worksheet, and shall include **original** signed receipts for materials, supplies, and equipment, and for travel describing the purpose of travel as it pertains to the Cost Worksheet, classifications, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs, and subcontractor costs itemized similar to those of the CONTRACTOR, as set forth in the Exhibit E.
- D. The net PROJECT cost and the ability to allow individual items of PROJECT cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations (FAR), Chapter 1, Part 31, 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments", FAR Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memorandums that may be issued by FTA.
- E. Direct and Indirect Costs. The CONTRACTOR shall comply with 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) and certifies that all direct and indirect costs billed are allowable. All direct costs, even for project administration activities, must be adequately supported with proper documentation. Indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal. The CONTRACTOR shall obtain approval from the STATE's Audits and Investigations Office of the CONTRACTOR's CAP prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to plan approval by the STATE is not an allowable expense. The CONTRACTORS that are private for-profit organizations must comply with 48 CFR Subpart 31.2, "Contracts with Commercial Organizations."
- F. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
- G. The parties agree that only those paragraphs that have a mark ("X") opposite to the PROJECT category shall apply to Exhibit A of this Agreement:

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Capital Project

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under this Agreement shall be reimbursement in arrears for actual allowable costs. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries, and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to Eighty (80) percent of the total PROJECT cost but not to exceed \$ _____.
2. The STATE's obligations to the CONTRACTOR under the terms of this Agreement shall terminate upon payments of CONTRACTOR's invoice(s) for the FTA allowable portions of said equipment costs. The request(s) for reimbursement shall certify that the CONTRACTOR has received and accepted the equipment and shall be submitted together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with the purchase order and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
3. No advance payment will be made for the PROJECT. Reimbursements will only be allowed after execution of this Agreement for submission of the appropriate purchase orders, receipt of all invoices and the full delivery of all equipment described in Exhibit A of this Agreement. Reimbursement will only be allowed for purchases made after the effective date of this Agreement. Project invoices shall be submitted in triplicate not more frequently than monthly in arrears and must include the Agreement Number. Final invoices are due to the STATE to the Division of Mass Transportation, JARC and New Freedom Branch on or before _____.

Operating Project

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under this Agreement shall be reimbursement in arrears for actual allowable costs. The STATE will reimburse the CONTRACTOR for actual allowable costs, including, but not limited to, employee benefits and overhead, incurred after the effective date of this Agreement. Not more than once a month, the CONTRACTOR may submit to STATE signed invoices in triplicate with enough detail to assure that costs are eligible and allowable under this Agreement. Upon receipt of these signed invoices, STATE shall reimburse the CONTRACTOR up to Fifty (50) percent of the total operating cost, not to exceed \$ _____. No payment shall be made in advance of performance of work.
2. No advance payment will be made for the PROJECT. Reimbursements will only be allowed after execution of this Agreement for submission of the appropriate purchase orders, receipt of all invoices and the full delivery of all equipment described in Exhibit A of this Agreement. Reimbursement will only be allowed for purchases made after the effective date of this Agreement. Project invoices shall be submitted in triplicate not more frequently than monthly in arrears and must include the Agreement Number. Final invoices are due to the STATE to the Division of Mass Transportation, JARC and New Freedom Branch on or before _____.

EXHIBIT B**Mobility Management Project**

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under this Agreement shall be reimbursement in arrears for actual allowable costs. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries, and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to Eighty (80) percent of the total PROJECT cost but not to exceed \$ _____.
2. The STATE's obligations to the CONTRACTOR under the terms of this Agreement shall terminate upon payments of CONTRACTOR's invoice(s) for the FTA allowable portions of said equipment costs. The request(s) for reimbursement shall certify that the CONTRACTOR has received and accepted the equipment and shall be submitted together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with the purchase order and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
3. No advance payment will be made for the PROJECT. Reimbursements will only be allowed after execution of this Agreement for submission of the appropriate purchase orders, receipt of all invoices and the full delivery of all equipment described in Exhibit A of this Agreement. Reimbursement will only be allowed for purchases made after the effective date of this Agreement. Project invoices shall be submitted in triplicate not more frequently than monthly in arrears and must include the Agreement Number. Final invoices are due to the STATE to the Division of Mass Transportation, JARC and New Freedom Branch on or before _____.
4. For mobility management projects, invoices shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to CONTRACTOR to reflect the reduced amount.
- C. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users and FTA Circular 9045.1 and 9050.1.

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- D. It is the parties' intention that grant funds will be available for expenditure for three fiscal years, commencing with the State fiscal year that this Agreement is entered into. In the event that funds are not appropriated for the purpose of this Agreement in an amount sufficient to allow the encumbrance of grant funds in accordance with this paragraph, the parties agree that this Agreement will terminate at the end of the fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this Agreement shall remain in effect until the PROJECT is completed under the terms of this Agreement. Upon expiration date of this Agreement the unreimbursed funds will revert and no further invoices can be paid to CONTRACTOR.
- E. CONTRACTOR agrees that once PROJECT is complete, any remaining balance/cost savings will be returned to the STATE for future grants to support the FTA Section 5316 or 5317 programs.

3. PROMPT PAYMENT CLAUSE

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

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GENERAL TERMS AND CONDITIONS FOR ALL FEDERAL GRANT PROGRAMS

1. Approval.
 - A. Except as provided herein this Agreement is of no force or effect until signed by both parties and approved by the STATE.
 - B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work should not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
2. Timeliness. Time is of the essence in this agreement and shall be signed and returned by the CONTRACTOR within 60 calendar days after mailing. In the event this agreement is not signed within 60 days of mailing, all obligations of the STATE shall terminate.
3. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. Amendments shall be signed and returned by the CONTRACTOR within 90 calendar days after mailing. In the even this Agreement is not signed within 90 calendar days of mailing, all obligations of the STATE shall terminate.
4. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
5. Indemnification. The CONTRACTOR agrees to indemnify, defend and save harmless the STATE, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all CONTRACTORS, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this

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Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Agreement.

6. Independent contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
7. Antitrust Claims. The CONTRACTOR by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the STATE or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
8. Child Support Compliance Act. "For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”
10. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
 11. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
 12. State Management Plan. The STATE is designated by the Governor to administer the FTA Sections 5310, 5311, 5316 and 5317 programs in California. The implementation and administration of the FTA programs are outlined in the each program's State Management Plan and is available at the Department of Transportation, Division of Mass Transportation website at, <http://www.dot.ca.gov/hq/MassTrans/>.
 13. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the subrecipient as referenced in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (pub.L.109-059). As a grant subrecipient of FTA funds the CONTRACTOR agrees to comply with the Federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA including but limited to the USDOT FTA Master Agreement (15), October 1, 2008 and FTA C 9070.1F, Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, or FTA C 9040.1F, Nonurbanized Area Formula Program Guidance and Grant Application Instructions, or FTA C 9045.1, New Freedom Program Guidance and Application Instructions, or FTA C 9050.1, The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions.
 14. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
 15. Procurements. All procurements, including local procurement of supplies, equipment, construction, and services shall be conducted in accordance with the Procurement Standards set forth in FTA's implementing regulations of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments" and the Federal Office of Management and Budget (OMB) Circular A-87 or 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-profit Organizations" and OMB Circular A-122 and FTA Circular 4220.1F, "Third-Party Contracting Guidance."
 16. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
 17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate

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requirements for rolling stock are set out at 49 USC 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

18. U.S. Flag Requirements.

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

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

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

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

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

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

24. Examination of Records. STATE'S Audits Office, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The

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CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

25. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment supplier's records that are sufficient to permit audit verification of the validity of cost charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
26. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA. Such reports and/or data will be submitted on forms provided by STATE.
27. Debarment and Suspension. The CONTRACTOR agrees as follows:
- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and CONTRACTORs declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
 - C. Before entering into any sub-agreements with any subrecipient, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subrecipient and its "principals," as defined at 49 CFR Part 29.
 - D. Before entering into any third-party contract exceeding \$25,000, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
28. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under the Federal Transit Act, including, but not limited to the following:
- A. Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by

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

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

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5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Prepare and submit a Title VI Report.
 8. Guidance on conducting an Analysis of Construction PROJECT'S.
 9. Guidance on promoting Inclusive Public Participation.
- F. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
29. Disadvantaged Business Enterprise. The CONTRACTOR agrees to:
- A. Comply with U.S. DOT regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with STATE with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Complete and submit to STATE a DBE Implementation Agreement with the DOT-213 Standard Agreement. STATE shall provide the Implementation Agreement to the CONTRACTOR prior to vehicle ordering.
 - C. Report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
 - D. Shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the CONTRACTOR of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate

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cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C, 3801 et seq.).

- E. Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the STATE deems appropriate.
30. Section 504 and Americans with Disabilities Act Program Requirements. The CONTRACTOR will comply with 49 C.F.R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.
31. Warranty for Application to the Small Urban and Rural Program. The CONTRACTOR accepts the terms and conditions of the "Special Section 13(c) Warranty for Application to the Small Urban and Rural Program," as executed by the Secretary of Labor and the Secretary of Transportation on May 31, 1979, and those terms and conditions are incorporated by reference into this Agreement.
32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 U.S.C. § 303.
33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. §§ 6321 *et seq.*
34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
35. Conflict of Interest.
- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
 - C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1. Using an official position for private gain;

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2. Giving preferential treatment to any particular person;
 3. Losing independence or impartiality;
 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to this agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the Minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest; provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its CONTRACTORS to insert in each of their subcontracts, the following provision:
- "No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.
36. Lobbying.
- A. The CONTRACTOR agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the CONTRACTOR'S PROJECT exceeds \$100,000, FTA will not make any Federal assistance available to the CONTRACTOR until FTA has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
 - B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

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Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

- C. The CONTRACTOR shall require that the language of these paragraphs A through C be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

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

37. Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

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- B. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
39. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. The CONTRACTOR is required to include the language of this Paragraph in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.
40. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
41. School Bus Operations. Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
42. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 U.S.C. Section 5312(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
43. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1,2,3, and 4.
44. Additional Termination Clauses.

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- A. Termination for Convenience. When it is in the STATE best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Lack of Beneficial Results. This Agreement may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
- C. Termination for Default. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to STATE'S satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
- D. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the STATE, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- E. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
45. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the authorized STATE Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The STATE Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE Representative's determination but must make that challenge in writing within ten (10) working days to the STATE'S Chief, Office of Federal Transit Grants or his/her designee. [If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE Representative shall become the final decision of the STATE.] The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support their respective positions. The decision of the STATE'S Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

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46. Procurement. For all procurements of property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 U.S.C. Section 5325(a), applicable third-party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid package, including equipment and material specifications or a scope of work. In accordance with applicable U.S. DOT third-party procurement regulations at 49 C.F.R. § 18.36 and the provisions of FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, and any later revision thereto, the CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:
- A. To state clearly that the final contract award to any bidder requires prior written approval by the STATE and that bids are consistent with the PROJECT equipment description identified in Exhibit A, Scope of Work.
 - B. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
 - C. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S.C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
 - D. To comply with the requirements of 49 U.S.C. § 5323 (c) and FTA regulations, "Bus Testing", 49 C.F.R. Part 665, and any revision thereto.
 - E. To comply with the requirements of 49 U.S.C. § 5323(l) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any revision thereto.
 - F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
 - G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
 - H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
 - I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre- Award and Post-Delivery Audits of Rolling Stock Purchases, " 49 CFR Part 663, and any revision thereto.
 - J. To award a third-party contract using a competitive procurement process in compliance with the requirements of 49 U.S.C. Section 5325.
 - K. To comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus

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will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.

- L. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprise and to submit those goals to FTA for approval.
- M. To comply with 49 U.S.C. Section 5323(j), FTA's Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- N. To meet applicable regulations of 49 CFR Part 663 in the purchase of revenue rolling stock.
- O. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-party contractor or subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
- P. To comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- Q. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation, plan issued in compliance with the Energy Policy and Conservation Act.
- R. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit PROJECT'S," 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
- S. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
- T. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
- U. CONTRACTOR must comply with applicable cost principles circulars, including 2 CFR Part 225 in determining whether project costs are allowable or unallowable. 2 CFR Part 225, formerly OMB Circular A-87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. 2 CFR Part 230 formerly OMB Circular A-122 establishes cost principles for

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nonprofit organizations. Where applicable, CONTRACTOR must comply with cost principles of FAR 31.2 for private for profit companies.

47. Bid Proposal Award and Approval. No award shall be made without the written approval of the STATE. The CONTRACTOR (or procurement agent acting on its behalf) shall solicit and receive competitive bids or proposals, shall evaluate the bids or proposals received, and shall select the lowest price bid or proposal meeting PROJECT specifications for award. The CONTRACTOR (or procurement agency acting on its behalf) shall forward the following to STATE at least fourteen (14) days in advance of the proposed date of award:
- A. A copy of the proposed procurement contract (including the bid package and proposed purchase order).
 - B. A list of all bids, proposals, or price quotations received.
 - C. A copy of the bid or proposal of the proposed vendor and copies of the bids or proposals of all those whose prices are lower than the proposed vendor's.
 - D. An explanation of the basis for selecting the proposed vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this shall include a statement by the CONTRACTOR that the price is fair and reasonable and the basis for that determination (FTA Circular C 4220.1F "Third-party Contracting Guidance").
48. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between the STATE and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with Federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
50. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirements of 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and FTA Circular 9045.1 or 9050.1 (Section 5316 or 5317) and 49 U.S.C. § 5316 or 5317. Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. Should the PROJECT be terminated, all property procured under this agreement becomes property of the STATE and may be transferred to other eligible CONTRACTORS at the sole discretion of the STATE. At the option of the STATE, the CONTRACTOR shall do one of the following:
- A. Written Notice of Termination. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A, Scope of Work, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If

EXHIBIT C

CONTRACTOR fails to remedy to STATE'S satisfaction the breach or default or any of the terms, covenants, or conditions of this contract the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this agreement.

- B. Remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by CONTRACTOR under this agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use; and
 - C. Return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
51. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE.
52. Insurance.
- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
 - B. The minimum limits of liability, shown below in parts J and K, may be increased by the STATE at any time upon thirty (30) days notice to the CONTRACTOR.
 - C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
 - D. The STATE, its officers, employees, and agents shall be named as additional insured.
 - E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
 - F. The STATE will not be responsible for any premiums or assessments on the policy.
 - G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.

EXHIBIT C

- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the right immediately to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. **Property Damage:** The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. **Bodily Injury:** The CONTRACTOR shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. **Property Damage:** The CONTRACTOR shall place property damage, whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. **Bodily Injury:** The CONTRACTOR shall place bodily injury in an amount not less than one million dollars (\$1,000,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) per occurrence for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. **Vehicle Physical Damage:** The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the

EXHIBIT C

actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

53. Excise Tax. The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
54. Narrowband Migration Deadline. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands to migrate to narrowband (12.5 kHz or narrower) technology by January 1, 2013.
55. Indemnification The CONTRACTOR and subcontractor hereby agree to indemnify, hold harmless, and defend the STATE, its officers, officials, employees, representatives, and agents, from and against any and all claims, losses, demands, damages, costs, expenses or liabilities, including the cost of defense of any lawsuit arising therefrom, including, but not limited to, actions arising out of, related to, or cause by the CONTRACTOR or subcontractor, injuries to or death of any person including without limitation workmen and the public, damage to property resulting from the performance of a contract, except as otherwise provided by statute, and any negligent or willfully wrongful act of the CONTRACTOR or the subcontractor's assignees or any of their agents, contractors, employees or licenses, except liability arising out of the concurrent active or sole negligence of the STATE. The CONTRACTOR and subcontractor hereby agree to waive any an all rights or claims to any type of express or implied indemnity from the STATE, its officer, officials, employees, representatives, and agents.
56. Potential Subcontractors
- 1) No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
 - 2) Third-Party Contracts and Subagreements Affected. To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
 - 3) No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONTRACTOR, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any

EXHIBIT C

solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- 4) Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the STATE.
- 5) STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

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EXHIBIT D

SECTION 5316 AND 5317

SPECIAL TERMS AND CONDITIONS

1. Agreement Discrepancy. Should there be a discrepancy between the application and/or the State Management Plan and this Agreement, the Agreement shall govern.
2. Private for profit. The CONTRACTOR assures and certifies that private for profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
3. Environmental Impact and Related Procedures. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771.
4. Research, Development, Demonstration, Deployment, and Special Studies. In accordance with 37 CFR Part 401, 49 CFR Parts 18 and 19, the CONTRACTOR must comply with patent and rights in data requirements for federally assisted contracts involving experimental, developmental or research work.
5. Useful Life Standard. In accordance with FTA Circular 5010.1D, the following Useful Life standards shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements once the CONTRACTOR notifies the STATE in writing. These criteria are subject to review by the 5316 or 5317 Branch Chief if either factor is less than the value shown herein.

Large Size, Heavy-Duty Transit Buses	12 years or 500,000 miles
Small Size, Heavy-Duty Transit Buses	10 years or 350,000 miles
Medium Size, Medium-Duty Transit Buses	7 years or 200,000 miles
Medium Size, Light-Duty Transit Buses	5 years or 150,000 miles
Other Light-Duty Vehicles (Small Buses & Specialized Vans)	4 years or 100,000 miles
Facilities (Concrete, Steel, Frame and Construction)	40 years
Computers, GPS, AVL, Phone System	3 years
Fareboxes	10 years
Bus Shelters/Benches	5 years

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

6. Equipment Ownership and Relinquishment. At all times while the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner or lienholder. The CONTRACTOR shall not transfer ownership of the PROJECT equipment at any time while this contract is in effect. As the lienholder, the STATE may take possession of the PROJECT equipment, as a result of the CONTRACTOR'S non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of the PROJECT equipment is released by the STATE to the CONTRACTOR or other appropriate party as outlined in Exhibit C 50 of this Agreement.
7. Disposition. The disposition of all PROJECT equipment shall be made in accordance with FTA's implementing regulations of 49 CFR Part 18 and FTA Circular 5010.1D and 49 U.S.C. § 5316 or 5317. Prior to the disposition of any FTA funded capital equipment including rolling stock and facilities, the CONTRACTOR must submit to the STATE a report that identifies the capital equipment to be retired or disposed of. The report will be used to verify that a vehicle has met the minimum useful life, as established in Section 5 of this Exhibit, and that there is no remaining Federal interest. The report must include the following information:

EXHIBIT D

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

EXHIBIT D

revenue. All sale revenue must be retained in the CONTRACTOR's transportation program. Supporting documentation on the use of sale revenue must be provided to the STATE upon request.

2. For PROJECT property with Fair Market Value Less Than \$5,000. The CONTRACTOR will remain the registered owner and the lien holder. All proceeds from the sale of PROJECT property must be retained in the CONTRACTOR's transportation program. Supporting documentation on the use of sale revenue must be provided to the STATE upon request.
8. Complementary Paratransit Service. The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37, Section 139[j].
9. Civil Rights Reporting Requirements. Upon request by the STATE, the CONTRACTOR must submit the following reports:
 - A. DBE Awards/Commitment Form and Actual Payment Form.
 - B. Title VI Report – Report every 3 years.
10. Quarterly Reporting. The CONTRACTOR shall submit a quarterly report of its use of the PROJECT within thirty (30) calendar days after the close of each calendar quarter. (Quarterly Reports are due no later than April 30, July 30, October 30 and January 30 of each calendar year.) The report shall contain information requested by the STATE to indicate the extent to which the CONTRACTOR is carrying out the PROJECT in accordance with the terms of this contract. Failure to meet these requirements shall be considered grounds for PROJECT Termination.
11. Disadvantaged Business Enterprise Reporting – CONTRACTOR shall report their DBE participation in their other equipment opportunities using the STATES' DBE Award/Commitments biannually and Actual Payments forms as provided.
12. Final Reporting. The CONTRACTOR shall submit a final project report documenting how program performance measures have been met by this project for the target group as referenced in the CONTRACTOR'S application.
13. Drug and Alcohol Testing The CONTRACTOR and/or Subcontractor understand that they are not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (CDLs)(49 CFR part 382).
14. The CONTRACTOR agrees to the comply with applicable transit employee protective requirements as follows:
 - A. Transit Employee Protective Requirements for PROJECTs Authorized by 49 U.S.C. § 5316 or 5317 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5316 or 5317, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
 - B. The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT D

15. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT equipment. Each purchase order shall:
- A. Be consistent with the approved bid award;
 - B. Designate that the CONTRACTOR is to be the sole registered owner of any vehicle(s) acquired;
 - C. Include a reference to the STATE's contract number assigned this Agreement.
16. Liability Insurance. In addition to Exhibit C, Section 52, under Insurance, the following provisions will also apply:
- A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
 1. Commercial General Liability
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products-completed operations
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$15,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
17. Loss or Damage to PROJECT Equipment. The CONTRACTOR shall notify the STATE within ten (10) working days of any loss or damage to PROJECT equipment, including, but not limited to loss by accident, fire, vandalism, or theft.
18. Third Party Construction Contract.
- A. Davis-Bacon. In accordance with the requirements of 49 U.S.C. § 5333(a) and the implementing regulations of 29 CFR Part 5, to comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that

EXHIBIT D

no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor.

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

EXHIBIT E

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

1. Direct Labor

Direct Labor (JobTitle/Classification)	Estimated Hours	Estimated Hourly Rate	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL		\$	\$

2. Direct cost(s) (Except Labor)

Equipment and Supplies (Please list each item separately)

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

3. Other Direct costs (Please list each item separately)

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

4. Travel costs (Please list each item separately)

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

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

Overhead Rate _____ % \$ _____

6. Total Costs: \$ _____

² Must have approved ICAP and CAP.

Successful Applicant Workshops – 2010

HANDOUTS

1. 5310 Quarterly Report
2. 5316/5317 Quarterly Report
3. 5310 Annual Agency Monitoring and Vehicle Inspection Reports
4. Public Notice – Narrowband Migration Deadline
5. Driver Evaluation Form – Sample
6. Pre & Post Trip Daily Vehicle Inspection Sheet – Sample
7. Preventive Maintenance Schedule and Repair History Forms – Sample
8. Excerpt from 49 CFR, Part 26
9. Disadvantaged Business Enterprise Program Reporting Forms and Instructions
- 10.5310 Local Match Deposit Info
11. Transit Infrastructure Improvement Inspection Report (5316/5317)
12. DMV Reg 245

3. Performance Goals: FTA C9070.1FChapter II - Under the Government Performance Results Act (GPRA), FTA is required by law to “establish performance goals to define the level of performance” and to also “establish performance indicators to be used in measuring relevant outputs, service levels, and outcomes” for each of its programs. The two measures established for the Section 5310 Program are Ridership and Gaps in Service Filled. Complete the following breakdown measurements:

Ridership (Use total numbers for the quarter and not daily averages)	
*** Estimated total (for all vehicle/s) one-way passenger trips for individuals with disabilities.	
*** Estimated total (for all vehicle/s) one-way passenger trips for elderly individuals (age 65 years or older).	
** Estimated total (for all vehicle/s) one-way passenger trips for wheelchair/lift users	
Total Passenger Ridership Trips for the Quarter	
***Passengers who are both elderly and disabled should be categorized as seems most appropriate to the agency, but not double counted.	
**Any disabled or elderly passenger who uses the wheelchair lift should be counted in one category only as deemed most appropriate by the agency.	
Are you providing any incidental service? If yes, provide explanation of service.	Yes No

Gaps in Service Filled (COMPLETE ANNUALLY AND DUE ON THE 4TH QUARTER OF EACH YEAR.)	
Report the number of elderly and/or disabled clients that are eligible to receive transportation services in Fiscal Year 2010.	
Provide the names of the county/s that are served by your transportation services (even if only partial of the county is served).	
Report the number of elderly and/or disabled clients by specific County/s living among the public at large. (Use 2000 or later Census data on the population of older adults and people with disabilities that reside in the counties served by the subrecipient.)	

4. Changes in operation (assignment of vehicles, days and hours of service, routes and geographic area, and client groups served) or changes in use of other equipment (e.g., computers) **(NOTE: It is the grantee’s obligation to notify Caltrans immediately whenever Section 5310 equipment is no longer needed or used for grant purposes, as described in the grantee’s project agreement and original application. No vehicle or equipment may be used outside the service area described in the original application without prior written authorization from Caltrans.)**
5. Loss, damage or major repair to equipment (exclude preventative maintenance, replacement of parts less than \$300).
6. To ensure that all of the vehicles identified in this report are covered by an insurance policy that meets the requirements of the project, a **copy of the current Certificate of Insurance must be on file with Caltrans and submitted not less than annually.**
7. Include a copy of the most current annual CHP Safety Compliance Report (Form 343).
8. By signing below, I certify that all of the equipment identified in this report is being used to provide transportation services for elderly and persons with disabilities in accordance with the terms of the grant(s) and project agreement(s) under which it was received.

Agency Representative Approving Report	Signed Name	Title:	Date Signed:
Person Preparing Report (the person Caltrans will contact for questions) :	Signature and date:	Phone:	Fax:
	Printed Name:	Email	Best time to reach this person:

INSTRUCTIONS FOR PAGE 1 OF QUARTERLY REPORT

- Use this form or adapt the format to your computer, provided the same information is included. An electronic version of this form can be downloaded from the Mass Transportation Homepage website <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5310/5310QtrlyRpt.doc>
- **Reporting Periods:**
 - 1st quarter: January 1 – March 31; report due **April 1**, but not later than April 30.
 - 2nd quarter: April 1 – June 30; report due **July 1**, but not later than July 30.
 - 3rd quarter: July 1 – September 30; report due **October 1**, but not later than October 30.
 - 4th quarter: October 1 – December 31; report due **January 1**, but not later than January 30.
- This form can be faxed to your 5310 Headquarter's contact at (916) 654-9366, emailed or mailed to: Department of Transportation, Division of Mass Transportation – MS 39, P.O. Box 942874, Sacramento, CA 94274-0001. To locate your 5310 Headquarter's contact, see the Section 5310 contact map at the bottom of our homepage at: <http://www.dot.ca.gov/hq/MassTrans/5310.html> **An electronic or original Agency signature is required.** For additional assistance please call our toll free hotline at 1 (888) 472-6816.
- **Agency Name and Address:** Identify the name and address of your agency as recorded on your Standard Agreement with the State.
- **DBA:** If your agency has a different name at the facility where the vehicle is used, identify the Doing Business As (DBA) or other physical identifying name in this space. If you have multiple facility names and/or addresses you must keep that information current with Caltrans.
- **Vehicle Physical Location Address:** It is imperative that we know the physical address where the vehicle is located should this be different than an agency or corporate address. Each vehicle must be linked to a physical address.
- **Failure to submit these reports violates the terms and conditions of the grantee's agreement(s) with Caltrans and can lead to termination of the project(s) and relinquishment of equipment.**

Additional Description of Columns:

1. **Vehicles:** Include all Section 5310 funded vehicles **currently** under contract.
 - a. Description (year, make, model), e.g., "98 Ford, Supreme Candidate."
 - b. Only the last five digits of the VIN are needed.
 - c. Vehicle License number.
 - d. Total number of **days** the vehicle was used in the last quarter.
 - e. Odometer reading at the end of the quarter.
 - f. **Average** service miles **per day of use** for the quarter (**round up, do not use fractions**).
 - g. **Average** service hours **per day of use** for the quarter (**round up, do not use fractions**).
 - h. **Average** one-way passenger (OWP) trips **per day** for the quarter (**round up, do not use fractions**). Note: each passenger boarding = one OWP trip. Calculate the **total** OWP per day for all Section 5310 vehicles and insert at the bottom of column "h."
 - i. Total maintenance costs for the quarter. Each agency should determine what costs are considered to be maintenance and apply consistently. Any loss, not mechanically related, such as accident, fire, vandalism, etc., should be excluded and noted in response to question 4.
 - j. Indicate "R" for radio and "C" for cellular phone for any communication equipment installed in the vehicle that was purchased with Section 5310 funds.
2. **Other Equipment (e.g., computers, base stations, etc.):** List all other equipment purchased with Section 5310 funds, excluding communication equipment installed in vehicles.
 - k. Description of equipment (make, model), e.g., "Power Macintosh 7300/200."
 - l. Serial number of equipment.
 - m. Physical location where equipment is stored or used. This information should be updated as necessary.

INSTRUCTIONS FOR PAGE 2 OF QUARTERLY REPORT**3. Performance Goals:**

Ridership: Record the total riders for the quarter for each category. Do not use daily averages. Categorize clients as seems most appropriate to your agency, but do not double-count. For example, an elderly person in a wheelchair using the vehicle lift should be counted only in one category, typically wheelchair/lift user.

Gaps in Service Filled: This information is only submitted to Caltrans annually on the 4th quarter report. Include the number of individual with disabilities and number of elderly individuals that are eligible to be served by your transportation program.

List the names of the counties that are served by your transportation services.

Report the number of elderly and/or disabled clients by County/s living within the public at large. (2000 or later Census data can be utilized to obtain the population of older adults and people with disabilities that reside in the counties served by the subrecipient. Your local Regional Transportation Agency would be able to assist with this question.)

Incidental service should include any transportation beyond your normal level of service as was defined in your application. (Pre-approval from Caltrans may be required. Please call the 5310 Office for additional assistance.)

4. **Changes in Operation:** Describe any changes in operation during the quarter regarding the assignment of vehicles, days and hours of service, and routes, and client groups served. Also report any change in use or assignment of equipment other than vehicles. Please note that vehicles or other equipment procured through this grant may not be used or transferred outside the geographic boundaries described in the original grant application without prior written authorization of Caltrans. Failure to meet this requirement could result in the seizure of the vehicle(s) and/or equipment in violation of this condition.
5. **Caltrans Notification:** Notify Caltrans immediately of any loss, damage (e.g., accident, fire, theft, vandalism, etc.) or major repair. Do not include preventative maintenance, replacement of tires, or replacement of parts costing less than \$300 as major repair.
6. **Insurance Notification:** Agency certifies that all vehicles identified in this report are covered by insurance that meets the requirements of the grantee's agreement(s) by indicating the expiration date of the insurance policy. It is the Agency's responsibility to be sure Caltrans has a current insurance certificate for each 5310 vehicle in their fleet. These certificates need only be submitted annually and prior to expiration.
7. **CHP Compliance Report:** Dates and results of the yearly safety inspection of the agency's facilities and/or vehicles conducted by the California Highway Patrol pursuant to *California Vehicle Code, Section 34501*.
8. **Authorized Signatures:** Agency representative approving the report certifies by signature that the equipment identified in this report is being used to provide transportation services for elderly persons and persons with disabilities in accordance with the terms and conditions of the grant under which it was received. The person preparing the report also needs to be identified with all relevant contact information in the event Caltrans staff has questions. If the Agency desires Caltrans only to contact the approving authority, then that persons contact information must be provided.

QUARTERLY REPORT

For

FTA Grant Program 5316 or 5317

*Prepared for each calendar year quarter cumulative and are **DUE** April 1, July 1, October 1, and January 1. Submittal grace period is 30 days.*

Agency Name:	Reporting Year:
Agency Address:	
Vehicle Address: (only if different)	Report for Quarter Ending: (circle or highlight one):
Agency Contact Person:	Q1 Q2 Q3 Q4
Agency Contact Person Telephone Number:	Standard Agreement No.
Project Type: (Operating, Mobility Management, Capital)	Project Completion Date:
Project Description:	

	Grant Funds	Local Match	Estimated % of Project Completed to Date	% of Total Amount Expended to Date
Total Authorized				
Funds Expended to Date				
Balance Available				

A. Please provide the project status/general comments this quarter (progress, problems encountered, etc.) below: (use additional space if needed)

Performance Goals: Under the Government Performance Results Act (GPRA), FTA is required by law to “establish performance goals to define the level of performance” and to also “establish performance indicators to be used in measuring relevant outputs, service levels, and outcomes” for each of its programs. Complete the following breakdown measurements:

B. Please provide the Performance Measures for FTA Section 5316/5317 project implementation in current reporting year as indicated below:

1. Operating	JARC/NF	JARC	JARC	JARC	JARC	JARC	JARC	JARC	JARC
a. Project Type (Fixed Route, Flexible Route, Shuttle Feeder, Demand Response or User-side Subsidy/vouchers)	b. Number of one-way trips(NF:shuttle, feeder and demand response service only)	c. Number of Revenue Hours	d. Route Length (one way in miles)	e. Number of Vehicles in Service	f. Average Seats per Vehicle	g. Number of jobs Targeted	h. Service Area (square miles)	i. Geographic Coverage (city, state, town or county)*	JARC

2. Capital – Mobility Management	JARC/NF	JARC/NF	JARC/NF	JARC/NF	JARC/NF	JARC/NF	JARC/NF	JARC
a. Project Type (Mobility Management, One-stop Center/Customer Referral, Trip/itinerary Planning, One-on-One Travel, Group Training, Internet Based Information, Information Materials/Marketing)	b. Number of Customer Contacts	c. Number of one-way trips (if mobility manager provides service)	d. Number of persons trained	e. Number of Web Hits	f. Project Description/target audiences (Number of Units)	g. Number of jobs Targeted		

3. Capital – Vehicles	JARC/NF	JARC/NF	JARC/NF	JARC/NF
a. Project Type (Indicate Vehicles for Individuals, Agencies, Vanpool or Car-sharing)	b. Number of one-way trips	c. Number of vehicles loans or repairs	d. Number of vehicles provided or subsidized	e. Number of Vehicles Added

4. Capital – Other	JARC/NF			JARC/NF
a. Project Type – Other (List Specific Project Type)	b. Description(e.g., ITS improvements, large capacity wheelchair lifts and/or additional securement areas beyond required			c. Number of units added

Passengers who are both elderly and disabled should be categorized as seems most appropriate to the agency, but not double counted. Any disabled or elderly passenger who uses the wheelchair lift should be counted in one category only as deemed most appropriate by the agency.

By signing below, I certify that all of the equipment identified in this report is being used to provide transportation services for elderly and persons with disabilities in accordance with the terms of the grant(s) and project agreement(s) under which it was received.

Agency Representative Approving Report	Signed Name	Title:	Date Signed:
Person Preparing Report (the person Caltrans will contact for questions) :	Signature and date:	Phone:	Fax:
	Printed Name:	Email	Best time to reach this person:

Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring

VEHICLE INSPECTION REPORT

AGENCY INFORMATION

1. Date of Agency Inspection _____ Date of last Agency Inspection _____
2. Agency Name _____
3. Address _____
4. City/State/Zip Code _____
5. On-site Contact Person _____ Phone _____
6. Cell phone Number _____ Email Address _____ Fax _____

VEHICLE INFORMATION

7. Date of Last CHP Inspection* _____ Reviewed CHP Report
*(indicate N/A if grantee is not required to undergo CHP inspections)
8. CHP Terminal Rating _____
9. Where are the vehicles stored? _____
10. License No. _____ 10a. Year/Make/Model _____
11. Odometer Reading _____ 11a. Standard Agreement No. _____
12. VIN No. _____

VEHICLE CONDITION

13. Exterior: Excellent Good Average Poor Comments _____
14. Interior: Excellent Good Average Poor Comments _____
15. Body Damage: Yes No If Yes, describe? _____

Are the following operational? Indicate Yes or No. Space for additional comments is provided on page 2, item # 28.

16. Turn Signals/Hazard Yes No
17. Headlights Yes No
18. Windshield Wipers Yes No
19. Tires (condition) _____
20. Brake Lights Yes No
21. Backup Lights/ Backup Sound Yes No
22. Air conditioner Yes No
23. Heater Yes No
24. Stepwell Light Floor Yes No
25. Fire Extinguisher Yes No (Date Current) _____
26. First Aid Kit Yes No
27. Emergency Triangles Yes No

Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring

OTHER EQUIPMENT INSPECTION REPORT

1. Date of Inspection _____ Last Inspection _____

2. Agency Name _____

3. Address _____

4. City/State/Zip Code _____

5. Base Station Yes No Serial No. _____

6. Computer Yes No Serial No. _____

6a. How is computer system utilized? _____

7. Other Equipment Yes No If yes, list equipment _____

8. General Comments: _____

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

Agency Name _____ Date _____

Contact Name _____ Telephone Number _____ Email Address _____

1. What type of service is provided?

- Subscription
- Dial a Ride
- Fixed Route
- Other _____

2. Is the service area as described in the application still accurate? Yes No If no, specify below:

- Routes and areas _____
- Vehicle assignment _____

3. What type of clientele is served daily?

- Elderly
- Disabled
- General public
- Other _____

4. Are services primarily provided to elderly persons and persons with disabilities? Yes No If no, explain:

5. Is "incidental service" being provided? If so, please describe: _____

6. What are the daily hours of operation? _____ AM to _____ PM

7. Do the vehicles have idle time? Yes No If yes, describe indicating time of day: _____

8. Has the agency properly disposed of all vehicles that have been replaced with Section 5310 funds?

- Yes No If no, please explain: _____

9. Do you currently have an MOU or contract utilizing* the Section 5310 vehicles? Yes No

* Utilizing is defined as providing for the payment of subsidies, fees, or fares by another agency to the Section 5310 grantee or designating responsibility for providing vehicle drivers, including selecting, approving, or paying them.

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

9a. Did you receive Caltrans approval for the MOU or contract? Yes No If no, please explain and request copy for review and approval. _____

9b. Provide the name and description of the agency with whom the grantee is contracting: _____

9c. How long is the MOU or contract in effect? _____

10. Are you coordinating with agency(s) mentioned in application? Yes No If no, please explain: _____

10a. Describe any new coordination of vehicles and/or related activities and identify coordinating agency(s): _____

11. Is the agency's usage of the equipment meeting the conditions of the Standard Agreement(s)?

Yes No If no, please explain: _____

11.a. Do changes described in question 11 above require:

- Written justification/documentation by the grantee*
- Modification/amendment to the standard agreement*

**(note: refer to Headquarters liaison for follow-up)*

12. Is a preventative maintenance program in place? Yes No

13. Check off if the following records are maintained? Did Caltrans Staff review the records? Yes No

- Driver's record - participates in DMV Pull Notice Program
- System for dispatching vehicles and training of staff in the dispatching function
- Last CHP Inspection report available
- New Drivers Orientation and Training, including classroom, behind the wheel and testing and certification
- On-going drivers safety training
- Sensitivity Training
- Emergency Preparedness, First Aid and CPR training
- Contingency plan when equipment is out of service
- Driver's authorized vehicle trip record
- Daily Vehicle Inspection Report – Pre and Post trip inspections (including positive cycling of wheelchair lift).
- Inspection, Maintenance, Lubrication and Report Records
- Vehicle Preventative and Routine Maintenance Plan (including for Wheelchair Lift/Ramp)
- Drug testing, if appropriate

**Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring**

14. Have any vehicles been involved in an accident? Yes, continue below. No

14a. Was the accident reported to Caltrans? Yes No If no, describe incident below: _____

14b. Were repairs completed? Yes No If no, please explain. _____

15. Are quarterly reports current? Yes No

16. Is the Certificate of Liability Insurance current Yes No Date of Coverage _____

17. Does the agency post notices setting forth an Equal Employment Opportunity policy? Yes No

17a. Are the EEO notices posted in a conspicuous place? Yes No

17b. Describe how the agency's EEO policies are made available to employees and applicants for employment: _____

18. Overall comments: _____

Complete ADA Service Provision Requirements on next page

Federal Transit Administration
SECTION 5310 PROGRAM
Agency Monitoring

AMERICANS WITH DISABILITIES ACT SERVICE PROVISION REQUIREMENTS

1. Does the provider maintain access features?

Yes No If No, please explain. _____

2. Are lifts in operating condition?

Yes No If No, please explain. _____

3. Are the lifts and securements properly used?

Yes No If No, please explain. _____

4. Does the provider allow service animals onboard? Is there a written policy? Yes No

Yes No If No, please explain. _____

5. Does the provider use the accessibility features it has?

Yes No If No, please explain. _____

6. Are provider communications and public information about transportation services available using accessible formats and technology?

Yes No If No, please explain. _____

7. Does the provider allow persons using respirators or portable oxygen? Is there a written policy? Yes No

Yes No If No, please explain. _____

8. Does the provider allow adequate time for vehicle boarding and disembarking?

Yes No If No, please explain. _____

9. Does the agency provide for personnel attendant when necessary? If so, is training provided? Is there a written policy?

Yes No. Yes No. Yes No.



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 09-2589

Released: December 11, 2009

LICENSEES, FREQUENCY COORDINATORS, AND EQUIPMENT MANUFACTURERS REMINDED OF NARROWBAND MIGRATION DEADLINES IN THE 150-174 MHz AND 421- 512 MHz BANDS

This *Public Notice* reminds interested parties of the Commission's deadlines for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands to migrate to narrowband (12.5 kHz or narrower) technology.¹ The Commission directed that a *Public Notice* be issued by December 31, 2009 reminding licensees and frequency coordinators of the approaching deadlines.² This *Public Notice* also provides additional information regarding the transition to narrowbanding technology.

Key Deadlines

Licensees and frequency coordinators should be aware of the following deadlines:

(1) beginning **January 1, 2011**,³ the Commission will no longer accept applications for

-new wideband 25 kHz (*i.e.*, operating with only one voice path per 25 kHz of spectrum) operations, and

-modification of existing wideband 25 kHz stations that expands the authorized interference contour (19 dBu VHF, 21 dBu UHF); and

(2) by **January 1, 2013**, Industrial/Business and Public Safety Radio Pool licensees must

- operate on 12.5 kHz (11.25 kHz occupied bandwidth) or narrower channels, or

- employ a technology that achieves the narrowband equivalent of one channel per 12.5 kHz of channel bandwidth (voice) or 4800 bits per second per 6.25 kHz (data).

¹ See Implementation of Sections 309(j) and 337 of the Communications Act of 1934 as Amended; Promotion of Spectrum Efficient Technologies on Certain Part 90 Frequencies, *Second Report and Order and Second Further Notice of Proposed Rulemaking*, WT Docket No. 99-87, RM-9332, 18 FCC Rcd 3034 (2003); Implementation of Sections 309(j) and 337 of the Communications Act of 1934 as Amended; Promotion of Spectrum Efficient Technologies on Certain Part 90 Frequencies, *Third Memorandum Opinion and Order, Third Further Notice of Proposed Rule Making and Order*, WT Docket No. 99-87, RM-9332, 19 FCC Rcd 25045 (2004) (*Narrowbanding Third Memorandum Opinion and Order*); see also 47 C.F.R. §§ 90.203(j), 90.209(b).

² See *Narrowbanding Third Memorandum Opinion and Order*, 19 FCC Rcd at 25057 ¶ 26.

³ A petition seeking a stay of the January 1, 2011 deadlines, filed by the National Public Safety Telecommunications Council (NPSTC) on September 29, 2009, is pending. See Wireless Telecommunications Bureau and Public Safety and Homeland Security Bureau Seek Comment on National Public Safety Telecommunications Council Petition for Stay of Interim Narrowband Implementation Dates, *Public Notice*, WT Docket No. 99-87, DA 09-2364 (WTB/PSHSB rel. Nov. 2, 2009).

Equipment manufacturers should be aware that, beginning **January 1, 2011**, the manufacture, importation, or certification of any 150-174 MHz or 421-512 MHz band equipment capable of operating with only one voice path per 25 kHz of spectrum will be prohibited; and applications for equipment certification must specify 6.25 kHz capability.⁴

Additional Information

How should licensees notify the Commission that they are in compliance with the January 1, 2013 deadline to migrate to narrowband or narrowband-equivalent technology?

The answer to this question depends on how and when the station came into compliance.

Licensees of stations that already satisfy the narrowbanding requirements because their authorized bandwidth does not exceed 12.5 kHz do not need to take any action to notify the Commission that the station has met the narrowbanding deadline.

Licensees of stations that currently are authorized to operate with a bandwidth exceeding 12.5 kHz that are transitioning to 12.5 kHz or narrower operation must file a modification application to either add a narrowband emission designator or change the wideband emission designator to a narrowband emission designator.⁵ The licensee will not need to take any additional action to notify the Commission that the station has met the narrowbanding deadline. Adding or changing an emission designator for an existing frequency does not trigger a new construction requirement, so the licensee will not need to file a new construction notification.

Note: Many stations are or will be authorized to operate on their assigned frequencies with multiple authorized bandwidths, including both wideband 25 kHz emissions and 12.5 kHz or narrower emissions. It is not necessary for licensees of such stations to delete the wideband 25 kHz emission designator in order to demonstrate compliance with the January 1, 2013 deadline. Instead, absent information to the contrary, stations that were authorized to operate with both wideband and narrowband emissions prior to January 1, 2013 will initially be presumed to be operating only with narrowband emissions (i.e., that the wideband mode has been disabled) after January 1, 2013. (All equipment certified since 1997 has been required to have a 12.5 kHz operational mode. Licensees should check with their radio equipment vendor to determine how to ensure that the equipment is operating in the 12.5 kHz mode.) The Commission also will have discretion to inquire of licensees to verify that they are operating in compliance with the Commission's rules.

Licensees of stations that currently are authorized to operate with a bandwidth exceeding 12.5 kHz that have complied or will comply with the narrowbanding deadline by adopting narrowband-equivalent equipment will be required to certify compliance with the deadline. This is necessary because it will not always be apparent from the license's technical parameters whether a 25 kHz station is a non-compliant wideband station or a compliant narrowband-equivalent station. We plan to implement this

⁴ These 2011 deadlines applicable to manufacturers also are subject of the NPSTC petition for stay. The 6.25 kHz requirement does not apply to hand-held transmitters with an output power of two watts or less. See 47 C.F.R. § 90.203(j)(4).

⁵ Currently, the Commission's rules require frequency coordination for a modification application that proposes to reduce the authorized bandwidth on the licensed center frequencies, see 47 C.F.R. § 90.175, but the Commission has sought comment on exempting such applications from this requirement. See Amendment of Part 90 of the Commission's Rules, *Notice of Proposed Rulemaking and Order*, WP Docket No. 07-100, 22 FCC Rcd 9595, 9596-97 ¶ 3 (2007).

certification requirement by revising a future version of the relevant application form for new, renewed, and modified station licenses to require licensees subject to the narrowbanding mandate to indicate whether or not the requested operations comply with the narrowbanding requirements. The Commission also will have discretion to inquire of licensees regarding existing licenses for which no such certification is received because the license was not renewed or modified before January 1, 2013.

Will the Commission take any other action to remind licensees of the upcoming narrowbanding deadlines?

Yes. In addition to this *Public Notice* and the measures discussed above, the Commission will in the near future begin placing a special condition on all new, renewed, and modified licenses for stations in the radio services and frequencies subject to the narrowbanding mandate to remind licensees of the January 1, 2013 deadline. The special condition will be removed from the license at some point after the licensee notifies the Commission that the station is in compliance with the narrowbanding deadline, as discussed above.

May a station that does not meet the January 1, 2013 narrowbanding deadline operate after that date on a secondary basis?

No. As of January 1, 2013, the Commission's rules will prohibit Industrial/Business and Public Safety Radio Pool licensees in the 150-174 MHz and 421-512 MHz bands from operating with wideband channels (unless their equipment meets the narrowband efficiency standard), even if the license still lists a wideband emission designator. Operation in violation of the Commission's rules may subject licensees to enforcement action, including admonishments, monetary forfeitures, and/or license revocation, as appropriate.

Can previously certified multimode equipment be manufactured or imported after January 1, 2011?

Yes, under certain circumstances. The equipment certification for previously certified multimode equipment containing a wideband 25 kHz mode will continue to be valid, and such equipment may continue to be manufactured and imported, only if the modes of operation are enabled primarily through software rather than firmware or hardware, and users are not provided with the programming software necessary to activate the wideband 25 kHz mode.

For further information, licensees and frequency coordinators may contact Mr. Melvin Spann of the Wireless Telecommunications Bureau, Mobility Division, (202) 418-1333, Melvin.Spann@fcc.gov, or Mr. Zenji Nakazawa of the Public Safety and Homeland Security Bureau, Policy Division, (202) 418-7949, Zenji.Nakazawa@fcc.gov; and equipment manufacturers may contact Mr. Andy Leimer of the Office of Engineering and Technology, (301) 362-3049, Andrew.Leimer@fcc.gov.

-FCC-



DRIVER EVALUATION FORM

DRIVER _____ INSTRUCTOR _____

DATE ____/____/____ VEHICLE _____

Eye Lead/sec.

AIM HIGH IN STEERING®

- Demonstrates eye lead time consistently in excess of 15 seconds.
- Sees and evaluates relevant information from among distant objects.
- Adjusts eye lead distance to speed.
- Keeps vehicle rolling by adjusting for conditions.
- Eyes properly elevated around turns and corners.

--	--	--	--	--

Following Dist./sec.

GET THE BIG PICTURE®

- Following distance consistently appropriate for conditions.
- Makes and executes decisions early.
- Avoids being unnecessarily boxed in.
- Speed is neither too fast or slow for conditions.
- Uses knowledge to make driving smoother and more economical.

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Mirror Check/Intervals

KEEP YOUR EYES MOVING®

- Scans mirrors frequently.
- Scans major and minor intersections before entry.
- Moves eyes at least every two seconds.
- Checks mirrors when slowing or stopping the vehicle.
- Avoids staring while evaluating relevant objects.

--	--	--	--	--

LEAVE YOURSELF AN OUT®

- Maintains proper space around the vehicle.
- Adjusts space to avoid unsafe intrusion by other drivers.
- When stopped, leaves appropriate space in front of vehicle.
- Consistently chooses lane of least resistance.
- Keeps up to date with current size and shape of space cushion.

MAKE SURE THEY SEE YOU®

- Seeks rather than hopes for eye contact.
- Covers or uses horn when conditions suggest the need.
- Effectively times use of turn indicators.
- Brakes early to activate brake lights.
- Stays out of the blind areas of other drivers.

Additional Comments _____

Traffic	Light	Med.	Heavy
Weather	Fair	Inclement	
Roads	City	Country	Hwy.

[V] = Very Good [G] = Good [A] = Additional Work Suggested
 [I] = Inconsistent [] = No Problem Detected [P] = Priority

- + Completed Task
- Missed Task

Driver # _____

Pre- and Post-Trip Daily Vehicle Inspection Sheet

Vehicle #:	Mileage Start:	Date:	Driver ID #:
	Mileage End:		

Pre-Trip Check Yes or No		Inspection Criteria	Post-Trip Check Yes or No	
Yes	No		Yes	No
		1. All fluid levels are within operating range		
		a. Oil		
		b. Coolant		
		c. Fuel level (1/2 tank minimum)		
		d. Brake fluid (weekly)		
		e. Automatic transmission fluid		
		f. Power steering fluid (weekly)		
		2. Check all gages, buzzers and horn		
		3. Check all seats and seatbelts		
		a. Complete sets of lap and shoulder harnesses		
		b. All tie downs (wheelchair securements)		
		4. Check all doors, door emergency releases and windows.		
		5. Check the wheelchair lift/ramp/steps for complete cycling		
		6. Check all interior and exterior lighting systems		
		a. Headlights		
		b. Turn signals		
		c. Hazard lights		
		d. Tail lights		
		e. Backup lights and alarm		
		f. Interior lights		
		g. Stepwell and/or lift lights		
		7. A/C and Blower		
		8. Interlock fully functional		
		9. Heater and Defroster		
		10. Windshield wipers and washer fluid		
		11. All glass and mirrors (no chips or cracks)		
		12. Complete first aid kit		
		13. Fire extinguisher (with current ticket and charge level green)		
		14. Check all tires and spare for proper inflation and tread depth		
		15. Accident report forms		
		16. Vehicle Registration and insurance card		

Remarks:

I certify that this vehicle passed the Daily Pre-Inspection.	Signature:	Date:
I certify that this vehicle passed the Daily Post-Inspection.	Signature:	Date:

LOCAL MATCH FUNDS - DEPOSIT INFORMATION

State Procurement:

Submit a check, showing the grantee's legal name, for the local match shown on page 2 of the Standard Agreement, payable to Bank of America (include your bank account number if adding to an existing account). The agency's deposit must be made prior to the State ordering your equipment. Your check is to be sent to:

Mr. Vince Laguardia
Bank of America
P.O. Box 3010
Sacramento, CA 95812

555 Capitol Ave., Suite 1555 (For Overnight Delivery)
Sacramento, CA 95814

A letter that includes the following information must accompany your check for deposit:

1. Your agency's name and address -- when making a deposit do not use d.b.a. (doing business as) or AKA (also known as) names. You must use your agency's name as on file with the Secretary of State;
2. A statement that the check is for deposit in the Caltrans/FTA Section 5310 program account; and
3. Your agency's Tax Identification Number.

By arrangements between Caltrans and Bank of America, each grantee's local match is deposited into a separate Pass Book Savings Account. You will receive a quarterly statement on account activities and interest earned. After deposit, no funds may be withdrawn from the account except by Caltrans. Caltrans will return, to your agency, any interest or other remaining funds in your agency's account, after payment of the final equipment invoice and other related charges.

NOTE: Agencies are responsible for 100% of all cost over and above the grant amount as listed on page 2 of the Standard Agreement.

Local Procurement:

If your agency will be purchasing equipment using a local procurement process, you are not required to make a local match deposit. Your agency must follow and comply with Federal Transit Administration's Third Party Contracting Guidelines and Caltrans must approve the bid documents and bid award. Upon receipt of your equipment and after Caltrans receives a complete and correct invoice package, including a preaward and post delivery audit, if you are purchasing vehicles, Caltrans will pay the 88.53 percent Federal share to your agency. Therefore, if your agency decides to utilize local procurement, you should be prepared to make appropriate arrangements with the vendor regarding payment and allow time for review and approval of all bid documents by Caltrans.

MAINTENANCE OPERATION INSTRUCTIONS

Engine Service and Safety Check: Every 5,000 miles.

- a. Change engine oil. Use SAE 10w-30 wt. with an A.P.I. service rating of "SJ" or greater. Ensure that oil level is at the "Full" mark on the dip stick upon completion of oil change.
- b. Change engine oil filter.
- c. Inspect, clean or replace air filter as needed.
- d. Lubricate ball joints and steering linkage as applicable. Check seals and boots for cracks and tears. Inspect for wear. Lubricate hood hinges and latch. Lubricate trunk hinges and latch as applicable. Lubricate door hinges, latches and locks.
- e. Inspect and rotate tires. Check tire pressure. Inflate to vehicle manufacturer's recommended tire pressure.
- f. Check condition of:
 - ___ All radiator and heater hoses.
 - ___ Power steering hoses.
 - ___ Fuel lines and hoses.
 - ___ All vacuum hoses including power brake booster hose.
 - ___ Underhood wiring and harnesses.
 - ___ Drive belts including tension check.
 - ___ Suspension components including control arm bushings and sway bar attachments.
 - ___ Frame and sub-frame for damage.
 - ___ Exhaust system.
 - ___ Shocks and struts.
 - ___ Engine and transmission mounts.
 - ___ Fan shroud.
 - ___ Battery and battery cables.
 - ___ Drive shaft.
- g. Check coolant level. Maintain a 50/50 mix of coolant and water year round regardless of area of operation. Drain and replace coolant per manufacturer's recommended service interval. Due to differences in vehicle design, confirm the correct coolant type in owner's manual located in the glove box of each vehicle or the factory service manual.

Clean debris from radiator and A/C condenser cores as necessary.

- h. Check the following levels and ensure that the proper fluid is used to fill as required.
 - ___ Automatic transmission
 - ___ Auto transaxle
 - ___ Transfer case
 - ___ Differential
 - ___ Power steering
 - ___ Brakes

Due to differences in vehicle design, confirm the correct fluid type in owner's manual located in the glove box of each vehicle or the factory service manual.

- i. Brake Inspection:
Inspect brake pads and linings for wear. Inspect all brake lines, hoses, calipers, wheel cylinders and master cylinder for leaks or damage. Measure brake rotor/drum for wear and replace if necessary.

2. Automatic Transmission/Transaxle Service: Every 40,000 miles.

Drain transmission fluid and replace filter. Use dip stick to determine exact fill requirements. Inspect transmission cooler lines for leaks, cracks or damage. Follow the manufacturer's fluid check procedures.

3. Wheel Bearing Service. **NOTE: Except vehicles equipped with sealed wheel bearings.**

Follow manufacturer's recommended service interval.

Clean, inspect, repack and adjust front/rear wheel bearings. Inspect bearings for wear. Inspect rotors for cracks. Replace grease seals as necessary. Use a high quality disc brake wheel bearing grease intended for high temperature service with a drop point of approximately 450 degrees F.

4. Tune Up:

- ___ Replace spark plugs. (Refer to owner's manual or factory service manual for the proper spark plug replacement interval.)
- ___ Replace fuel filter. (Refer to owner's manual or factory service manual for the proper fuel filter replacement interval.) Use caution on fuel injected vehicles due to high fuel system pressure.

Prior authorization is required from Fleet Operations Section to deviate from this maintenance schedule.

Refer to the latest Fleet Operations bulletins for proper inspection procedures of vehicle systems, brakes and tires.

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- Technical Resource Center
- Recalls
- Owner Manuals
- VIN Decoder
- Maintenance Schedules**
- Extended Service Plans
- Warranty
- Service Publications
- Reference
- Technical Training
- Report a Product Concern
- Parts & Accessories
- Collision Repair
- Special Service Offers
- Quality Fleet Care

2008 Ford E-450

Driving Condition:	Extensive idling and/or driving at low speeds
Cylinders:	10
Fuel:	Gasoline
Transmission:	Automatic

Recommended maintenance for your vehicle

Mileage	15k	30k	45k	60k	75k	90k	105k	120k	135k	150k
Change Premium Gold engine coolant							X			X
Replace accessory drive belts (if not replaced within last 100,000 miles)										X
Change automatic transmission fluid and filter		X		X		X		X		X
Change rear axle fluid (vehicles equipped with Dana axles)							X			
Inspect complete exhaust system and heat shields	X	X	X	X	X	X	X	X	X	X
Inspect PCV for flow (3V and 4V engines)										X
Replace platinum spark plugs				X				X		
Inspect engine air filter	X		X		X		X		X	
Replace fuel filter	X	X	X	X	X	X	X	X	X	X
Inspect automatic transmission fluid level (if equipped with underhood dipstick)	X	X	X	X	X	X	X	X	X	X
Inspect engine cooling system and hoses		X		X		X		X		X
Replace engine air filter		X		X		X		X		X



EVERY 5,000 MILES

- Perform multi-point inspection
- Change engine oil and replace oil filter (Up to 5 quarts of oil. Perform at specified mileage interval or every 6 months, whichever occurs first)
- Rotate and inspect tires; check wheel end play and tuning noise
- Inspect and lubricate all non-sealed steering linkage, ball joints, suspension joints, half and drive-shafts and u-joints
- Inspect brake pads/shoes/rotors/drums, brake lines and hoses, and parking brake system

Following the recommended Maintenance Schedule is the best way to keep your vehicles running right - it provides exactly what your vehicle needs, when it needs it. Visit Genuine Ford and Lincoln Mercury Parts & Service [website](#) for additional vehicle maintenance information.

[New Search](#) | [Print](#)

The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR part 26.

§ 26.11 What records do recipients keep and report?

- (a) [Reserved]
- (b) You must continue to provide data about your DBE program to the Department as directed by DOT operating administrations.
- (c) You must create and maintain a bidders list, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts on DOT-assisted projects. For every firm, the following information must be included:
- (1) Firm name;
 - (2) Firm address;
 - (3) Firm's status as a DBE or non-DBE;
 - (4) The age of the firm; and
 - (5) The annual gross receipts of the firm.

§ Section 26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following 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 CFR 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 the recipient deems appropriate.

§ 26.15 How can recipients apply for exemptions or waivers?

(a) You can apply for an exemption from any provision of this part. To apply, you must request the exemption in writing from the Office of the Secretary of Transportation, FHWA, FTA, or FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make your compliance with a specific provision of this part impractical. You must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

(b) You can apply for a waiver of any provision of Subpart B or C of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers are for the purpose of authorizing you to operate a DBE program that achieves the objectives of this part by means that may differ from one or more of the requirements of Subpart B or C of this part. To receive a program waiver, you must follow these procedures:

(1) You must apply through the concerned operating administration. The application must include a specific program proposal and address how you will meet the criteria of paragraph (b)(2) of this section. Before submitting your application, you must have had public participation in developing your proposal, including consultation with the DBE community and at least one public hearing. Your application must include a summary of the public participation process and the information gathered through it.

(2) Your application must show that—

- (i) There is a reasonable basis to conclude that you could achieve a level of DBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or C of this part;

- (ii) Conditions in your jurisdiction are appropriate for implementing the proposal;

- (iii) Your proposal would prevent discrimination against any individual or group in access to contracting opportunities or other benefits of the program; and

- (iv) Your proposal is consistent with applicable law and program requirements of the concerned operating

administration's financial assistance program.

(3) The Secretary has the authority to approve your application. If the Secretary grants your application, you may administer your DBE program as provided in your proposal, subject to the following conditions:

- (i) DBE eligibility is determined as provided in subparts D and E of this part, and DBE participation is counted as provided in § 26.49;

- (ii) Your level of DBE participation continues to be consistent with the objectives of this part;

- (iii) There is a reasonable limitation on the duration of your modified program; and

- (iv) Any other conditions the Secretary makes on the grant of the waiver.

(4) The Secretary may end a program waiver at any time and require you to comply with this part's provisions. The Secretary may also extend the waiver, if he or she determines that all requirements of paragraphs (b)(2) and (3) of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program.

Subpart B—Administrative Requirements for DBE Programs for Federally-Assisted Contracting

§ 26.21 Who must have a DBE program?

(a) If you are in one of these categories and let DOT-assisted contracts, you must have a DBE program meeting the requirements of this part:

- (1) All FHWA recipients receiving funds authorized by a statute to which this part applies;

- (2) FTA recipients that receive \$250,000 or more in FTA planning, capital, and/or operating assistance in a Federal fiscal year;

- (3) FAA recipients that receive a grant of \$250,000 or more for airport planning or development.

(b)(1) You must submit a DBE program conforming to this part by August 31, 1999 to the concerned operating administration (OA). Once the OA has approved your program, the approval counts for all of your DOT-assisted programs (except that goals are reviewed and approved by the particular operating administration that provides funding for your DOT-assisted contracts).

(2) You do not have to submit regular updates of your DBE programs, as long as you remain in compliance. However, you must submit significant changes in the program for approval.

(c) You are not eligible to receive DOT financial assistance unless DOT has

DIVISION OF MASS TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REPORTING FORM INSTRUCTIONS

Subrecipients of the Division of Mass Transportation (DMT) Federal Transit Administration (FTA) funds must report on Disadvantaged Business Enterprises (DBE) participation in their contracting opportunities. DBE requirements must be met when funds are used in whole or part to finance procurement and contracts of non-vehicle products and services. If a third party contracting opportunity is identified, you must abide by the third-party contracting requirements.

Two reporting forms are used to report your contracting activities:

1) AWARDS/COMMITMENTS FORM

Use the Awards/Commitments form to report contract awards or commitments made to contractors, subcontractors, or vendors, including awards for multi-year contracts. Include capital, operating, and mobility management projects. Do not include vehicle procurements; these are reported by the manufacturer to FTA. This form should be submitted with your bid package, or when you have received a notification of funding.

2) ACTUAL PAYMENTS FORM

Use the Actual Payments form to report payments to contractors, subcontractors, or vendors made during the reporting period. Include capital, operating, and mobility management projects. Do not include vehicle procurements; these are reported by the manufacturer to FTA. This form should be submitted with your reimbursement request.

COMPLETING THE FORMS

- A. Enter the agency's complete name.
- B. Enter the DBE Liaison Officer's name and telephone number. This should match the individual identified in the *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement*.
- C. Enter the report submission date.
- D. Check the appropriate box indicating the reporting period for the information provided.
- E. Identify the FTA Section Grant; i.e., 5310, 5311, ARRA 5311, 5316, 5317.
- F. List the Standard Agreement number for each grant.
- G. Enter the Standard Agreement dollar amount.
- H. List the name(s) of the contractor(s), subcontractor(s), or vendor(s).
- I. Enter the types of contracts, which may include, but are not limited to third party providers, professional consultant services, construction, purchase of materials or supplies, or equipment lease or purchase.
- J. Identify if the Contractor/Subcontractor is a certified DBE by entering yes (Y) or no (N).
- K. Identify the Ethnicity and Gender group. (The Ethnicity and Gender Legend is located at the bottom left-hand corner of the form.)
- L. Enter the DBE certification number for each DBE contractor, subcontractor, or vendor. (The DBE certification number can be found at: http://www.dot.ca.gov/hq/bep/find_certified.htm.)
- M. Enter the total amount of the contract(s) or subcontract(s).

REPORT DUE DATES

April 15 -- for activities occurring between October 1 through March 31

October 15 -- for activities occurring between from April 1 through September 30

Need assistance? Contact your District Transit Representative or Headquarters Representative.

LOCAL MATCH FUNDS - DEPOSIT INFORMATION

STATE PROCURMENT:

Submit a check, showing the grantee's legal name, for the local match shown on page 2 of the Standard Agreement, payable to Bank of America (include your bank account number if adding to an existing account). The agency's deposit must be made prior to the State ordering your equipment. Your check is to be sent to:

**Mr. Vince Laguardia
Bank of America
P.O. Box 3010
Sacramento, CA 95812.**

555 Capitol Ave., Suite 1555 (For Overnight Delivery)
Sacramento, CA 95814

A letter that includes the following information must accompany your check for deposit:

- 1. Your agency's name and address -- when making a deposit do not use d.b.a. (doing business as) or AKA (also known as) names. You must use your agency's name as on file with the Secretary of State;**
- 2. A statement that the check is for deposit in the Caltrans/FTA Section 5310 program account; and**
- 3. Your agency's Tax Identification Number.**

By arrangements between Caltrans and Bank of America, each grantee's local match is deposited into a separate Pass Book Savings Account. You will receive a quarterly statement on account activities and interest earned. After deposit, no funds may be withdrawn from the account except by Caltrans. Caltrans will return, to your agency, any interest or other remaining funds in your agency's account, after payment of the final equipment invoice and other related charges.

NOTE: Agencies are responsible for 100% of all cost over and above the grant amount as listed on page 2 of the Standard Agreement.

LOCAL PROCUREMENT:

If your agency will be purchasing equipment using a local procurement process, **you are not required to make a local match deposit.** Your agency must follow and comply with Federal Transit Administration's Third Party Contracting Guidelines **and Caltrans must pre-approve the bid documents and bid award prior to agency purchasing.** Upon receipt of your equipment and **after Caltrans receives a complete and correct invoice package, including a preaward and post delivery audit and if you are purchasing vehicles, Caltrans will pay the 88.53 percent Federal share to your agency.** Therefore, if your agency decides to utilize local procurement, you should be prepared to make appropriate arrangements with the vendor regarding payment and allow time for review and approval of all bid documents by Caltrans.



**SECTION 5316 and 5317
TRANSIT INFRASTRUCTURE IMPROVEMENT
INSPECTION REPORT**

All answers where there is an asterisk must be fully explained on the back of this form. Attach additional pages if necessary.

Name of Agency _____

Address _____

Contact Person _____ Telephone Number () _____

1. Date of Inspection _____ Location of facility/shelter _____

2. Type of facility _____

3. Standard Agreement No. _____

4. Has there been any modification to the facility? Yes ___ * No ___

- If yes, can the Agency attest to the modification(s) meeting all ADA requirements?
Yes ___ No ___ *

- Have any/all deficiencies been corrected? Yes ___ No ___ *

5. Facility Condition and Appearance

a. Outside appearance:	Satisfactory _____	Unsatisfactory _____ *
b. Inside appearance:	Satisfactory _____	Unsatisfactory _____ *
c. Outside cleanliness:	Satisfactory _____	Unsatisfactory _____ *
d. Inside cleanliness:	Satisfactory _____	Unsatisfactory _____ *

To the best of my knowledge the information on this document are true and correct.

Caltrans Representative: _____

Date: _____



A Public Service Agency

SPECIALIZED TRANSPORTATION VEHICLE EXEMPTION CERTIFICATION

VEHICLE IDENTIFICATION NUMBER		MAKE	CALIFORNIA LICENSE PLATE
CERTIFICATION	MARK THE APPROPRIATE BOX		
	<input type="checkbox"/> A This vehicle has been purchased with federal funds under the authority of United States Code, Title 49 §1612, subsection (b), paragraph (2), for the purpose of providing specialized transportation services to senior citizens and disabled persons by public and private non-profit operators of specialized transportation service agencies.		
DMV USE ONLY Susp. to RPU If checked	<input type="checkbox"/> B This vehicle is operated solely for the purpose of providing specialized transportation services to senior citizens and persons with disabilities. It is operated by a non-profit, public benefit consolidated transportation service agency designated under §15975 of the Government Code.		
SIGNATURE	<i>I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.</i>		
	DATE	SIGNATURE X	
	PRINTED NAME		DAYTIME TELEPHONE NUMBER ()

REG 345 (REV. 11/97)



A Public Service Agency

SPECIALIZED TRANSPORTATION VEHICLE EXEMPTION CERTIFICATION

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CERTIFICATION	MARK THE APPROPRIATE BOX		
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	DATE	SIGNATURE X	
	PRINTED NAME		DAYTIME TELEPHONE NUMBER ()

REG 345 (REV. 11/97)

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care.
- People with mental health problems should be given the opportunity to live in their own homes and communities.

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