



INYO COUNTY LOCAL TRANSPORTATION COMMISSION

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001



Michael Errante, Executive Director

AGENDA

INYO COUNTY LOCAL TRANSPORTATION COMMISSION Bishop City Council Chambers 301 W. Line St., Bishop, CA 93514 8:00 a.m.

Justine Kokx is inviting you to a scheduled Zoom meeting.

Topic: Inyo County Local Transportation Commission combined November/December meeting -
December 4th, at 8:00 a.m.

Time: Dec 4, 2024, 08:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84629349250?pwd=0bMLNVUb5x2ccOXK7b4FIBMwZyCRXO.1>

Meeting ID: 846 2934 9250

Passcode: 182975

• +1 669 444 9171 US

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Questions and comments will be accepted via e-mail to: jkokx@inyocounty.us. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Inyo County Local Transportation Commission. PUBLIC NOTICE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Transportation Commission Secretary at (760) 878-0201. Notification 48 hours prior to the meeting will enable the Inyo County Local Transportation Commission to make reasonable arrangements to ensure accessibility to this meeting (28CFR 35. 102-35. ADA Title II).

December 4, 2024

8:00 a.m. Open Meeting

1. Roll Call
2. Public Comment

ACTION ITEMS

1. Consent Agenda

- a. Request approval of the minutes of the meeting of October 16, 2024

2. Approve the Master Fund Agreement between Caltrans and the ICLTC via Resolution No. 2024-08
-

DISCUSSION ITEMS

3. LTC Funding Presentation – Justine Kokx

INFORMATIONAL ITEMS

4. City of Bishop Report
5. ESTA Executive Director's Report
6. Caltrans Report
7. Tribal Report
8. DVNP Report
9. USFS Report
10. Executive Director's Report
11. Reports from all members of the Inyo County LTC

CORRESPONDENCE

ADJOURNMENT

Adjourned until 8:00 a.m. Wednesday January 15, 2024, Independence Board Chambers

UPCOMING AGENDA ITEMS

SSTAC Unmet Transit Needs meetings
FY24-25 Overall Work Program Amendment No. 1
FY25-26 Overall Work Program Draft – due March 1st

Action Item No. 1

Consent Agenda



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Michael Errante, Executive Director

MINUTES

INYO COUNTY LOCAL TRANSPORTATION COMMISSION Inyo County Board Chambers, 224 N. Edwards St., Independence 8:00 a.m.

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Questions and comments will be accepted via e-mail to: jkokx@inyocounty.us. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Inyo County Local Transportation Commission. PUBLIC NOTICE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Transportation Commission Secretary at (760) 878-0201. Notification 48 hours prior to the meeting will enable the Inyo County Local Transportation Commission to make reasonable arrangements to ensure accessibility to this meeting (28CFR 35. 102-35. ADA Title II).

October 16, 2024

8:03 a.m. Open Meeting

1. Roll Call

Commissioners Present

Vice Chair: Jeffery Ray
Commissioner: Jennifer Roeser
Commissioner: Stephen Muchovej
Commissioner: Scott Marcellin

Others Present

Justine Kokx: LTC Transportation Planner
Tina Chinzi: LTC Secretary
Catherine Carr: Caltrans
Rick Franz: Caltrans
Mark Heckman: Caltrans
William Powell "Chip": Caltrans
Nora Gamino: City of Bishop
Phil Moores: ESTA
Elaine Kabala: ESCOG
Trina Orrill: County of Inyo
Tawni Thompson
Aaron Schat
Erick Schat

Chair Celeste Berg, Vice-Chair Jeffery Ray, Commissioners: Jennifer Roeser, Stephen Muchovej, Jose Garcia, Scott Marcellin

Karen Kong: City of Bishop
Marianne's iPhone
S160587
Al Amiri

2. Public Comment during the Truck Bypass discussion, Item No. 4

Aaron Schat – Expressed concerns about a truck bypass potentially diverting traffic away from the commercial center of Bishop. Believes that a bypass would fundamentally change Bishop.

Erick Schat – Getting trucks off Main Street would be a good thing but would not support anything other than getting the trucks off, which could hurt Bishop.

ACTION ITEMS

1. Consent Agenda

- a. Request approval of the minutes of the meeting of August 21, 2024
- b. Ratify Letter of Support for Reconnecting Communities Federal Grant Program
- c. ESTA State of Good Repair

*Motion made by Commissioner Roeser and seconded by Commissioner Muchovej; all in favor.

2. Request Commission consider combining the November and December LTC meetings to November 20th; approve via minute order.

*Motion made by Commissioner Muchovej to combine the November and December meetings to a date to be determined. Seconded by Commissioner Roeser, all in favor. Justine will poll the Commissioners for a preferred date.

DISCUSSION ITEMS

3. Elaine Kabala of ESCOG – Reconnecting Communities Grant Program

Elaine Kabala, Executive Director of ESCOG, summarized the grant submission for the federal Reconnecting Communities Grant Program. She described the current conditions along US 395 as having little visual cues for motorists as they enter communities at high speeds. The goal of this grant would be to expand community engagement in developing a vision for the Eastern Sierra corridor to complement the funded PID beyond core Caltrans infrastructure improvements and get community plans shovel-ready for implementation. There is a need for community vision plans in several communities, including Independence and Big Pine. The project would also look at circulation in the Bishop area to look for solutions to the increase in truck traffic.

4. Bishop Truck Bypass discussion ([link to BAACS](#))

Commissioner Muchovej highlighted some of the traffic/circulation problems on Main Street in the city of Bishop; namely that there are on average 15000 cars each day, and an average of 1 big rig every minute. He provided an overview of the BAACS from 2007 and emphasized that public outreach for downtown plans results in feedback that walking on Main Street does not feel safe and that a main culprit of that was truck traffic. Whenever the topic of circulation in the downtown corridor arises the topic of truck traffic and a bypass inevitably comes up. The current truck traffic volume in downtown Bishop already exceeds the projected 2040 truck volume that was projected by a Caltrans traffic study completed 5 years ago. He believes the project needs to be framed as a Highway 6 bypass since most of the truck traffic through Bishop is headed to Highway 6. There is a process for achieving large projects, which takes time and long-term planning with robust community engagement. He believes that the discussion needs to happen now and continue moving forward in a holistic manner.

Commissioner Roeser prefers to spend LTC resources on priority projects identified in the Regional Transportation Plan. There are shovel ready projects countywide that could be addressed sooner, and that the focus should be on those projects now, and that using LTC resources on a bypass planning grant at this time would be putting the cart before the horse, given the potential for the ESCOG grant. She has concerns about the eastern alternatives identified in the BAACS and is not willing to lose an acre of agricultural land.

Both Commissioners agreed that the Reconnecting Communities grant – if successful – could be a suitable venue for future discussions of a truck bypass, since the grant would involve a holistic, community wide approach towards addressing circulation needs and concerns.

Commissioners expressed similar concerns about truck traffic and volume through all the communities, including Lone Pine, Big Pine and Independence.

Commissioners Ray and Marcellin expressed frustration with the fact that Inyo County has a lot of needs, but the perception is that projects have stalled.

5. Request Commission provide input into potential grant opportunities – RAISE, Rural & Tribal Assistance Pilot Program & Sustainable Transportation Planning Grant

Justine provided an overview of the types of grant projects that could be addressed by the abovementioned grants. Climate resiliency projects to identify persistent flood or disaster-prone areas, evacuation and alternative routes for egress and ingress; and community specific mobility plans to bolster community input and support for the two existing Active Transportation grant projects. Two consultants, LSC and the Ferguson Group, are available to assist with one application. Commissioners weighed in on the ideas and provided thoughts about how to move forward. Commissioner Roeser brought up the CWPP as a good resource with a lot of detail about the climate resilience topic. She also would like to see Visioning plans for all the communities along US 395. She also mentioned the southeast county draft community plans that still need funding for CEQA. Commissioners were open to all suggestions and staff will report back in November with final decisions and the grant selected as the best fit for the project.

INFORMATIONAL ITEMS

6. City of Bishop Report

Nora expressed her appreciation for the CTC town hall. Their visit was valuable to help staff build relationships. Their visit gave them some perspective on some of our unique rural challenges.

She provided a summary of the recent City projects:

- East Line Bridge, close to 30% design. Still seeking funding for construction, she was able to potentially find a lead on some funding sources when the CTC was here.
- South Warren, working to finalize the PS&E package and R/W
- Primarily been working on water and sewer projects, including preparation of the PER to apply for a USDA RD loan for the water line replacement under Line Street to accomplish the work before Caltrans completes the Bishop Pavements job. Also working on the PER for USDA disaster funds to make the City's sewer collection system more resilient to major storm events and infiltration. Working on an additional PER for compliance with the lead and copper rule, which will mandate the City to provide an inventory and report out all the materials for all water service laterals, including the customer side, which the City does not own or control

7. ESTA Executive Director's Report

Phil is actively working on a hydrogen plan for the region. He visited the Port in Hayward California to gather information about the use of hydrogen as a fuel source. He shared a clip of a video he made of cutting-edge technology developed by AC Transit. AC Transit is building a hydrogen training school. They have developed a tool that employs virtual reality to provide real-time technical assistance for hydrogen vehicle repair, from anywhere with a Wi-Fi connection.

8. Caltrans Report

Catherine Carr provided the Caltrans report. She provided details about the Olancho-Cartago traffic switch, Olancho Cartago shoulder closures, Dunmovin' thin blanket project. She also provided updates on the upcoming Bishop Pavement, Meadow Farms ADA, and Fish Springs projects. Caltrans HQ has selected D9's Climate Change Planning Unit to apply for a PROTECT planning grant for Hwy 190 to conduct hydraulic modeling, assess corridor vulnerabilities and 30% design + cost estimates. D9 will be asking for letters of support.

Mark Heckman addressed a question from Commissioner Muchovej about the Wye Road intersection Street Story survey. He mentioned that it was confusing because there were no visuals of the proposed roundabout options, such as where it would be placed, exactly. Mark replied that this is because it is early in the PID/planning stage, and nothing has been decided yet. They are gathering information and feedback at this point and don't want to cause controversy or concern.

Commissioners Marcellin and Roeser have been receiving calls from concerned residents about the idea of a roundabout. Mark stated that so far, comments have been generally on the positive side. There were additional questions and comments made by Commissioners about the Wye Road intersection, how trucks navigate roundabouts, and all-around support for the PROTECT grant

project for Hwy 190. Can Hwy 136 be included for the benefit of Keeler and Darwin communities? Caltrans will take that back for consideration.

9. Tribal Report

10. DVNP Report

11. USFS Report

12. Executive Director's Report - Justine reported in Mike's absence

- Whitney Portal – Two box culverts' design was approved, now awaiting construction and delivery. Once installed, paving can begin. Contractors are considering paving portions of the road in the meantime. Timeline for completion is by the end of the year.
- Q4 RPA invoice - \$46K claimed; primarily focused on grants development in Q4.

13. Reports from all members of the Inyo County LTC

Commissioner Roeser would like LTC staff to provide a workshop for the Board of Supervisors to talk about the various types of funding and process for getting a project shovel ready.

CORRESPONDENCE

None

ADJOURNMENT

Adjourned at 10:39 until 8:00 a.m. to a date TBD at the Bishop City Chambers

UPCOMING AGENDA ITEMS

LTC Funding Workshop

Action Item No. 2

Master Fund Agreement
Resolution No. 2024-08



Michael Errante
Executive Director

INYO COUNTY LOCAL TRANSPORTATION COMMISSION

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STAFF REPORT

MEETING: December 4, 2024

PREPARED BY: Justine Kokx, Transportation Planner

SUBJECT: Request Commission Approve Resolution No. 2024 – 08
Authorizing the Executive Director to Execute the Master Fund
Transfer Agreement No. 74A1634

Recommended Action

Approve Resolution No. 2024-08 authorizing the Executive Director to sign the Master Fund Transfer Agreement (MFTA) No. 74A1634 with the State of California Department of Transportation, Division of Transportation Planning (State).

Summary

The Inyo County Local Transportation Commission (ICLTC) operates under an existing MFTA (Agreement) that will expire on December 31, 2024. The new Agreement is effective for ten years, beginning January 1, 2025, and sets forth conditions and requirements, applicable statutes and regulations for state and federal funds administered by the State's Office of Regional and Community Planning. Resolution No. 2024-08 authorizes the Executive Director to execute the MFTA and obligates the ICLTC to comply with the conditions and requirements of the Agreement. A Master Fund Transfer Agreement must be in place with the State for the ICLTC to invoice for several fund sources. Fund sources administered by the Office of Regional and Community Planning include Rural Planning Assistance (RPA), State Highway Account (SHA), Road Maintenance and Rehabilitation (RMRA), Federal Highway Administration, and Federal Transit Administration (FTA). Inyo County Counsel has reviewed the MFTA and Resolution 2024-08 and has no concerns.

RESOLUTION NO. 2024-08

INYO COUNTY LOCAL TRANSPORTATION COMMISSION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INYO COUNTY LOCAL TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER AGREEMENT (MFTA) FOR THE PERIOD OF

JANUARY 1, 2025, TO DECEMBER 31, 2034,

WHEREAS, INYO COUNTY LOCAL TRANSPORTATION COMMISSION has been designated by the State of California as the RTPA for Inyo County; and

WHEREAS, INYO COUNTY LOCAL TRANSPORTATION COMMISSION receives federal and state funding administered by the California Department of Transportation, Office of Regional and Community Planning; and

WHEREAS, the California Department of Transportation, Office of Regional and Community Planning, which administers the funds detailed in the MFTA, requires the execution of a Master Fund Transfer Agreement authorized by a resolution from the governing board of a local or regional agency; and

WHEREAS, INYO COUNTY LOCAL TRANSPORTATION COMMISSION is an eligible recipient of federal, state, and local funding; and

WHEREAS, the Executive Director is authorized to enter into contracts for grants awarded from federal, state, and local funding; and

WHEREAS, INYO COUNTY LOCAL TRANSPORTATION COMMISSION intends to delegate the authority to execute any agreements and amendments to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED THAT THE INYO COUNTY LOCAL TRANSPORTATION COMMISSION HEREBY:

1. Authorizes the Executive Director or their designee to execute the Master Fund Transfer Agreement (MFTA) with the California Department of Transportation;
2. Agrees to comply with all conditions and requirements outlined in the MFTA, as well as applicable statutes, regulations, and guidelines for all state and federal funds administered by the California Department of Transportation, Office of Regional and Community Planning;
3. Authorizes the Executive Director or their designee to undertake any further actions necessary to implement the MFTA, including executing amendments and other documents requiring the signature of an official representative of INYO COUNTY LOCAL TRANSPORTATION COMMISSION.

PASSED AND ADOPTED this FOURTH day of DECEMBER 2024.

Celeste Berg, Chairperson

Michael Errante, Executive Director

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
MASTER FUND TRANSFER AGREEMENT

Recipient: **Inyo County Local Transportation Commission**
a Regional Transportation Planning Agency (RTPA)

Effective Date of this Agreement: January 1, 2025

Termination Date of this Agreement: December 31, 2034

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK PROGRAM AGREEMENT

- ◆ State Rural Planning Assistance (RPA)
 - ◆ State Highway Account (SHA)
 - ◆ Road Maintenance and Rehabilitation Account (RMRA)
 - ◆ Federal Highway Administration (FHWA) State Planning and Research (SPR) - Partnership Planning
 - ◆ Federal Transit Administration (FTA)- State Planning and Research - Section 5304
 - ◆ Any other Federal or State funds administered by and through the California Department of Transportation, Office of Regional and Community Planning
-

This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as RTPA, established under Government Code Section 29532.1 or 29535 and Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200) and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to RTPA by STATE for all these types of funds.

RECITALS

- A. These funds may include, without limitation, State RPA, the discretionary grant components of the Federal Consolidated Planning Grant, and any other Federal or State funds administered by and through the Department of Transportation, Office of Regional and Community Planning.

Consolidated Planning Grants consist of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning (SPR); and (iv) FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

The State funds administered by the Office of Regional and Community Planning include but are not limited to: (i) State RPA, (ii) State Highway Account (SHA); and (iii) Road Maintenance and Rehabilitation Account (RMRA) funds.

- B. Upon appropriation of funds and pursuant to Public Utilities Code (PUC) sections 99311 and 99311.1, STATE is required to pass-through Federal and State funds made available for transportation planning purposes to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.
- C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these Federal and State funds in accordance with the intent of law and policy.
- D. STATE agrees to notify RTPA annually in writing of the anticipated level of State and Federal Planning funds that may be available to RTPA for each subsequent year's approved Overall Work Program, hereinafter referred to as OWP.
- E. STATE has prepared this MFTA, which hereby, together with the annual OWP and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in APPENDIX A, set forth the entire terms and conditions under which these funds are to be expended by RTPA for the fiscal year period of that annual OWP and annual OWPA.
- F. The provisions set forth in this MFTA shall only apply to funds administered in whole or in part through this agreement. No provisions of the MFTA shall extend to or govern the use of funds that are not allocated or transferred under this agreement.

ARTICLE 1-PROGRAM ADMINISTRATION

Section 1. Overall Work Program and Overall Work Program Agreement

- A. RTPA agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1D, for approval by STATE. This submittal, due no later than each March 1, shall describe RTPA's next fiscal year transportation planning program (fiscal year refers to the State fiscal year of July 1 to June 30).
- B. Each annual OWP and OWPA will expressly adopt and incorporate the terms and conditions of this MFTA by reference.

- C. RTPA shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.
- D. RTPA will annually include a signed "Transportation Planning Process Self-Certification" form, and a signed "California Department of Transportation Debarment and Suspension" in each annual OWP as provided in APPENDIX E. If RTPA is awarded FHWA or FTA planning funds, RTPA will also provide a signed FTA "Certifications and Assurances for FTA Assistance" form (refer to Article IV, Section 1), and a signed "Disclosure of Lobbying Activities" form, provided in APPENDIX E.
- E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to RTPA until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.
- F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA or OWPA amendment. Costs incurred prior to OWP approval or conditional approval are incurred at RTPA's risk and will not be reimbursed until State approval.
- G. RTPA shall request and obtain from the STATE the final annual allocation amount for RPA funds. RTPA is encouraged to program the full annual allocation amount by means of an approved and fully executed OWP/A amendment, no later than May 1 of each fiscal year. Funds not programmed by RTPA for that fiscal year may lose Obligation Authority (OA) and be subject to State rescission. RTPA will not be able to use the unprogrammed OA prior to submitting a justification to STATE and obtaining approval from STATE.
- H. RTPA agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.
- I. RTPA will identify in sufficient detail to indicate who (e.g., State, RTPA, public transit operator, local government, or consultant) who will complete the activities and products in the OWP work elements, including all work that is to be completed through a third-party contract and funded, in whole or in part, under the terms and conditions of this Agreement.
- J. STATE agrees to pass-through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products specified in the annually approved OWP funded from State and Federal sources and will be encumbered by STATE.
- K. Only work performed during the term of, and consistent with, the work elements in the

OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed after the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.

- L. RTPA may incur costs against its approved annual OWP and may submit Requests for Reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as funds are included in that fiscal year's annual State Budget which is passed by the Legislature and signed by the Governor.
- M. RTPA shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party "in-kind" contributions are allowed as local match, in accordance with the provisions of 23 CFR 420.119 and 2 CFR 200.306.
- N. RTPA further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the RTPA Board of Directors and subsequently approved by STATE, prior to initiating any work identified in those amendments; however RTPA is not required to pause work that was previously authorized. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to or deleting funds from a work element; incorporating carryover funds; or altering the scope of work. Administrative amendments are not required to be adopted by the RTPA Board of Directors. If a work element or project cannot be completed as originally approved, RTPA will report this in its Quarterly Progress and Expenditure Report and must amend the OWP/annual OWPA accordingly. Amendments to the OWP and annual OWPA must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, RTPA will notify STATE via mail or electronic mail of administrative OWP changes that do not affect overall funding, scope of work, or project schedule.
- O. RTPA acknowledges and agrees that RTPA is the sole controller and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.
- P. RTPA shall be free to copyright the material developed under work items identified in the OWP provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.

Section 2. Quarterly Progress and Expenditure Reports

- A. RTPA agrees to submit to STATE, no later than thirty (30) calendar days after the close of

each of the first three quarters, Quarterly Progress and Expenditure Reports that include all work elements for transportation planning tasks, projects, and products funded wholly or in part by any of the fund sources listed in the "Recitals" section of this MFTA. RTPA agrees to submit to STATE the Quarterly Progress and Expenditure Report for each fourth quarter no later than sixty (60) calendar days after the close of the quarter. STATE may withhold payment of the final Request for Reimbursement submitted pending the submission of the fourth quarter Quarterly Progress and Expenditure Report.

In accordance with the latest adopted Regional Planning Handbook, Quarterly Progress and Expenditure Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum the following:

- A brief narrative describing work progress, progress in adhering to schedules, and schedule changes;
 - A list of tasks and products completed during the quarter;
 - Percent comparison of actual performance with work element-level goals and deliverables;
 - Status of expenditures by work element, funding source, and type, in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred;
 - Other pertinent supporting information, such as major products, challenges, etc.
- B. STATE reserves the right to deem incomplete any Quarterly Progress and Expenditure Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT

Section 1. Requests for Reimbursement

- A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:
1. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by RTPA consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be

allowed if based upon actual costs expended and supported by RTPA's accounting system. RTPA must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date but must also have paid those expenses.

2. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by RTPA. This submission must be consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and include the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by the RTPA accounting system. The RTPA accounting system must adhere to Generally Accepted Accounting Principles. This adherence enables the determination of allowable incurred costs by accruing due to the costs billed to the RTPA and recognized by the RTPA as valid, undisputed, due, and payable.
3. By submitting accrued but unpaid costs for reimbursement, RTPA agrees that within ten (10) working days of receipt of STATE's reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer's Pooled Money Investment Account. Interest incurred must be timely remitted to STATE. Reimbursed incurred costs not paid to the billing entities by RTPA within forty-five (45) days of RTPA's receipt of STATE's reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE. RTPA agrees to submit a revised Disadvantage Business Enterprises Utilization Report (ADM 3069) as soon as reimbursement occurs.

If RTPA is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the ten (10) working day grace period, RTPA must immediately revert to the reimbursement process described in subpart 1 above.

- B. In order to receive reimbursements, RTPA agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B3, a detailed financial management system report from the RTPA accounting system which denotes those reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.
- C. STATE agrees to make reimbursements to RTPA, in conformance with State and Federal

regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (conforming to the format in section B) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to RTPA unapproved for correction as soon as errors are discovered.

- D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 2 CFR 200.305.

Section 2. Travel and Per Diem Reimbursement

- A. Payments to RTPA for travel and subsistence (per diem) expenses of RTPA staff and its contractors and subcontractors claimed for reimbursement using funds administered through this Agreement or as local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Human Resources (CalHR) rules unless written verification is supplied that government hotel rates are not commercially available to RTPA, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process. The requirements of this section shall only apply to direct project costs and do not extend to indirect costs allocated through a federally approved Indirect Cost Rate Proposal.

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

- A. RTPA shall electronically submit an OWP/annual OWPA closeout documentation package and OWP final products to STATE no later than August 31st of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.
- B. The closeout package must be attached to a transmittal letter, typed on RTPA letterhead. Failure to submit these documents by August 31st of each fiscal year may result in STATE withholding future apportionments and/or allocations to RTPA. STATE election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE ability to initiate subsequent withholdings.
- C. Upon receipt of the required closeout documentation and OWP final products, STATE will issue a reconciliation letter to RTPA stating the amount of funds available to be carried over to the subsequent year's OWP. RTPA may carry over an amount no greater than 25% of the prior year's RPA allocation. RTPA may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the RTPA executive director or his or her appointee, and submittal of the signed letter to STATE. Any funds that are identified in the reconciliation letter, but not programmed by May 1 each year in which the letter is issued, will be forfeited.

Section 4. Funding Contingencies

- A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

- A. RTPA agrees to comply with Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable.
- B. RTPA agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (subrecipients shall refer to, 2 CFR Part 200); and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR Part 200. Every sub-recipient receiving project funds as a contractor, subcontractor, or sub-grantee under this MFTA shall comply with Federal administrative procedures in accordance with 2 CFR Part 200.
- C. RTPA agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)

- A. Prior to RTPA seeking reimbursement of indirect costs, RTPA must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).
- B. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, RTPA agrees and will require subrecipient to comply with section 2A.

- C. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient ICAP is approved by a cognizant federal agency other than USDOT, RTPA agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.
- D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise RTPA of additional documentation or changes needed to meet Federal and State requirements. RTPA agrees to provide requested documentation or required changes, and if RTPA is non-compliant the submissions may be returned to RTPA if requested documentation is not provided or required changes are not made.
- E. Material audit adjustments will require reimbursement to STATE or adjustment to subsequent years ICAPs if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.
- F. RTPA agrees and shall require that all its agreements with subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

Section 3. Record Retention/Audits

- A. RTPA, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. RTPA shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books, records and supporting documents connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection, copying, and audit by representatives of STATE, the California State Auditor, or the Federal Government upon request. Copies will be made and furnished by RTPA upon request at no cost to STATE or its agents. Scanned original documents in electronic form are suitable to meet this requirement.
- B. RTPA shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- C. For the purpose of determining compliance with Government Code 8546.7, in connection with the performance of RTPA contracts and/or agreements with third parties, RTPA, RTPA sub-recipients, contractors, and subcontractors which are funded in whole or in part with funds administered through this MFTA, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.
- D. Where applicable, RTPA agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Chapter 10 or any successor thereto.
- E. RTPA agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under RTPA single audit prepared in compliance with 2 CFR Part 200, subpart F. RTPA is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.
- F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of RTPA pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.
- G. RTPA agrees to furnish documentation to STATE supporting this requirement that all its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA do contain provisions requiring adherence to this section in its entirety, as applicable.
- H. Neither the pendency of a dispute nor its consideration by STATE will excuse RTPA from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1. Federal Certifications and Assurances

A. If RTPA receives RPA funds or RPA and CPG funds, RTPA shall comply with the "Transportation Planning Process Self-Certification" requirements in accordance with 23 CFR 450.334 and the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:

- I. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 part 450;
- II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
- III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1 and 49 CFR Part 21;
- IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- V. Section 1101 (b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- VI. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- VIII. The Older Americans Act, as amended (42 U.S.C. 6101, prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- B. If awarded FTA planning funds, RTPA shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the *Federal Register*, and found online at <https://www.transit.dot.gov>

The Federal Certification may include, but is not limited to the following areas under "Assurances Required of Each Applicant:"

1. Standard Assurances
 2. Standard Assurances: Additional Assurance for Construction Projects
 3. Procurement
 4. Suspension and Debarment
 5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding
 6. American Rescue Plan Act Funding
- C. RTPA shall comply with the "California Department of Transportation Debarment and Suspension Certification" as required by U.S. DOT regulations on governmentwide Debarment and Suspension (non-procurement), 49 CFR 29.100.
- D. Copies of these annual Certifications and Assurances shall be included by RTPA in each final OWP.
- E. RTPA shall comply, and shall require its contractors, subcontractors, and subrecipients receiving funds or entering into agreements funded in whole or in part with funds administered through this MFTA to comply, with these Certifications.
- F. RTPA agrees to furnish documentation to STATE to support this requirement that all its agreements with contractors, subrecipients and subcontractors funded in whole or in part with funds administered through this MFTA, do contain provisions requiring adherence to this section in its entirety, as applicable.

Section 2. Disadvantaged Business Enterprise (DBE) Requirements

- A. As mandated by 49 CFR Part 26, RTPA shall require that its contractors, subcontractors, and subrecipients do not discriminate on the basis of race, color, national origin, or sex in the award, administration, and performance of any FHWA/FTA fund-assisted contract or in the administration of RTPA DBE program.

- B. RTPA DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference into this MFTA. Implementation of this program is a legal obligation and any failure by RTPA to adhere to its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT 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. and 49 CFR Part 26.13(a).
- C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with federal funds authorized in this Agreement.

Section 3. Non-Discrimination Clause

- A. In the performance of work undertaken pursuant to this MFTA, the RTPA and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall the discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. . RTPA shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. RTPA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Section 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.
- C. RTPA shall permit access by representatives of the Civil Rights Department and STATE upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or STATE shall require to ascertain compliance with this clause.

- D. RTPA and RTPA's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- E. RTPA shall include the non-discrimination and compliance provisions hereof in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include a nondiscrimination and compliance provisions of this clause in all contracts and subcontracts the enter into to perform work under this MFTA.
- F. RTPA shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term "Contractor" appears therein, it shall mean RTPA.

Section 4. Federal Lobbying Activities Certification

- A. RTPA certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of RTPA, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a State or Federal contract, grant, loan, or cooperative agreement, RTPA shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with those form instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. RTPA also agrees by signing this MFTA that RTPA shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed \$100,000 and that all

such subrecipients shall certify and disclose accordingly.

ARTICLE V - GENERAL PROVISIONS

Section 1. Contract Award

- A. RTPA, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with 2 CFR Part 200, and consistent with Local Assistance Procedure Manual, Chapter 10, or successors thereto as applicable. The requirements of this section apply to direct project costs and shall not apply to contracts included in RTPA's federally approved Indirect Cost Rate Proposals, if applicable.

Section 2. Contract Amendment

- A. No amendments to the terms of this MFTA, any OWP or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional and Community Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

Section 3. Adjudication of Disputes by Way of Administrative Proceedings

- A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

RTPA agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, RTPA shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this Agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the RTPA. The RTPA shall have an opportunity to challenge the DC PLANNING determination but must make that challenge in writing, within ten (10) working days to the STATE Contract Officer or his/her designee. If the challenge is not made by RTPA within the ten (10) day period, the DC PLANNING decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and RTPA shall submit written, factual information and data in support of their respective positions to STATE Contract Officer within a timeframe established by the RTPA at the time of challenge. The decision of the STATE Contract Officer or his/her designee shall be final, conclusive and binding regarding the

dispute, unless RTPA commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Section 4. Intercept Clause

- A. Costs for which RTPA receives reimbursement payment or credit that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; or 48 CFR, Chapter 1, Part 31 are to be repaid to STATE by RTPA within thirty (30) days of RTPA receiving notice of audit findings. Should RTPA fail to reimburse moneys due STATE within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due to RTPA from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

Section 5. Parties of Agreement

- A. This MFTA, OWP, annual OWPA, and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.

Section 6. Hold Harmless and Indemnification Clause

- A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by RTPA, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority or jurisdiction conferred upon RTPA under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, RTPA shall fully defend, indemnify and hold harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by RTPA, its officers, employees, agents, contractors, subrecipients or subcontractors under this MFTA and each annual OWPA.
- B. Neither RTPA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon to STATE under this MFTA. It is understood and agreed that pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and hold harmless RTPA, its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to tortuous, contractual, inverse condemnation or

other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its officers, employees, agents contractors, subrecipients or subcontractors under this MFTA.

Section 7. Default

- A. In the event that RTPA (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to RTPA of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, RTPA and STATE shall meet to try to resolve any dispute. No such termination shall become effective if: (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, RTPA either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a RTPA plan and RTPA thereafter diligently completes the cure in a manner and timeline acceptable to STATE.
- B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay RTPA the sum due RTPA under the annual OWPA for eligible work performed prior to termination.

Section 8. Termination

- B. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Robert Carothers, Contract Officer

Date: _____

Inyo County Local Transportation Commission

By: _____
Michael Errante, Executive Director

Date: _____

By:

Grace Weitz, Attorney

Date: _____

APPENDICES

- A Overall Work Program Agreement
- B RPA Request for Reimbursement
- B2 Request for Reimbursement Support Documentation
- C Certification of Expenditure
- D DBE Contract Language (required)
- D2 DBE Semi-Annual Report
- D3 DBE Awards and Commitments
- D4 DBE Utilization Report
- D5 DBE Good Faith Efforts Documentation
- E Certifications and Assurances
- F Board Resolution

Appendix B

RTPA Name
ADDRESS of RTPA
 City, State, Zip

DISTRICT Use Only
 Date Received:

AGENCY INVOICE / REQUEST for REIMBURSEMENT (RFR) - STATE

Agency Invoice #: _____ MFTA: _____ Fiscal Year: _____

Period of Reimbursement: _____ Start Date: _____ End Date: _____

I certify that I am a duly authorized representative of the above referenced Regional Transportation Planning Agency (RTPA) and the request for reimbursement is consistent with the terms of the Master Fund Transfer Agreement (MFTA) expiring December 31, 2024, entered into between the RTPA and the State of California, Department of Transportation. The reimbursement request is for eligible work completed in accordance with the above mentioned FY's approved Overall Work Program (OWP). **By signing this RFR, the RTPA certifies that all State and Federal matching requirements have been met.**

| LOCAL AGENCY Use Only | | | | | | |
|--|--------------------------|-----------------------------|---------------------------|--------------|----------------------------------|---------------|
| <u>Current Fiscal Year</u> Reimbursement Breakdown. This portion must be completed by local agency to receive reimbursement. | | | | | | |
| Funding Source | Minimum Required Match % | State OWP/A Approved Amount | State Reimbursable Amount | Match Amount | State Amount Previously Invoiced | State Balance |
| RPA | 0.00% | _____ | _____ | _____ | _____ | \$ - |
| RPA Grant | 0.00% | _____ | _____ | _____ | _____ | \$ - |
| SHA | 11.47% | _____ | _____ | _____ | _____ | \$ - |
| SB1 Competitive | 11.47% | _____ | _____ | _____ | _____ | \$ - |
| SHA-Climate Adaptation | 11.47% | _____ | _____ | _____ | _____ | \$ - |
| Current Invoice Amount | | \$ - | \$ - | \$ - | \$ - | \$ - |
| LOCAL AGENCY Name & Title (please print) | | | Signature | | Date | |

| Caltrans DISTRICT Use Only | | |
|--|-----------|------|
| I certify that I am duly authorized by the Department of Transportation to approve payment to the RTPA. The RTPA has an approved Overall Work Program and the request for reimbursement is consistent with the Master Fund Transfer Agreement between the State of California, Department of Transportation and the RTPA. This authorization to pay acknowledges receipt of services billed. | | |
| District Name & Title (please print) | Signature | Date |

| Caltrans HQs Use Only | | | | |
|-----------------------|---------|--------------|------------------------|---|
| Acct Line # | Amount: | Project ID#: | Encumbered Contract #: | R |
| | | | | |
| | | | | |
| | | | | |

Appendix B

RTPA Name
ADDRESS of RTPA
City, State, Zip

DISTRICT Use Only
Date Received:

AGENCY INVOICE / REQUEST for REIMBURSEMENT (RFR) - FEDERAL

Agency Invoice #: _____ **MFTA:** _____ **Fiscal Year:** _____

Period of Reimbursement: _____ **Start Date:** _____ **End Date:** _____

I certify that I am a duly authorized representative of the above referenced Regional Transportation Planning Agency (RTPA) and the request for reimbursement is consistent with the terms of the Master Fund Transfer Agreement (MFTA) expiring December 31, 2024, entered into between the RTPA and the State of California, Department of Transportation. The reimbursement request is for eligible work completed in accordance with the above mentioned FY's approved Overall Work Program (OWP). **By signing this RFR, the RTPA certifies that all State and Federal matching requirements have been met.**

| LOCAL AGENCY Use Only | | | | | | |
|--|--------------------------|-------------------------------|-----------------------------|--------------|------------------------------------|-----------------|
| <u>Current Fiscal Year</u> Reimbursement Breakdown. This portion must be completed by local agency to receive reimbursement. | | | | | | |
| Funding Source | Minimum Required Match % | Federal OWP/A Approved Amount | Federal Reimbursable Amount | Match Amount | Federal Amount Previously Invoiced | Federal Balance |
| FTA 5304 | 11.47% | _____ | _____ | _____ | _____ | \$ - |
| FHWA SPR | 20.00% | _____ | _____ | _____ | _____ | \$ - |
| Total Approved Amt per Amend # | | \$ - | _____ | _____ | _____ | _____ |
| Current Invoice Amount | | \$ - | \$ - | \$ - | \$ - | \$ - |
| LOCAL AGENCY Name & Title (please print) | | Signature | | | Date | |

| Caltrans DISTRICT Use Only | | |
|--|------------------|-------------|
| I certify that I am duly authorized by the Department of Transportation to approve payment to the RTPA. The RTPA has an approved Overall Work Program and the request for reimbursement is consistent with the Master Fund Transfer Agreement between the State of California, Department of Transportation and the RTPA. This authorization to pay acknowledges receipt of services billed. | | |
| District Name & Title (please print) | Signature | Date |

| Caltrans HQs Use Only | | | | |
|-----------------------|---------|--------------|------------------------|------|
| Acct Line # | Amount: | Project ID#: | Encumbered Contract #: | RC#: |
| | | | | |
| | | | | |
| | | | | |

RTPA NAME

FY 20XX-XX

Overall Work Plan (OWP) INVOICE DETAILS

Rural Planning Assistance (RPA)

Invoice # **1**

[illegible]

Required Data

| Required Data | | | |
|--------------------------------------|--|-----------------|---|
| <u>Header & Invoice #</u> | Include the Agency name and Fiscal Year in Red Update the Invoice # with the numerical value that corresponds to the quarter seeking reimbursement for. | <u>5</u> | Amount will be calculated once you enter amounts in fields 6, 7, 8, and 9 labeled as First Quarter, Second Quarter, Third Quarter, Fourth Quarter |
| <u>1</u> | Work Element Numbers from Approved OWP | <u>6</u> | RPA funds to be reimbursed for expenditures that occurred within the First Quarter (July 1 - Sept 30th) (Update Invoice # located in upper left) |
| <u>2</u> | Enter Work Element Titles from Approved OWP | <u>7</u> | RPA funds to be reimbursed for expenditures that occurred within the Second Quarter (Oct 1 - Dec 31st) (Update Invoice # located in upper left) |
| <u>3</u> | Work Element RPA Budget from Approved OWP financials or Amendments (Update when Work Elements or Budgets are amended) | <u>8</u> | RPA funds to be reimbursed for expenditures that occurred within the Third Quarter (Jan 1 - March 31st) (Update Invoice # located in upper left) |
| <u>4</u> | Previously invoiced amount within the current Fiscal Year (does not include current RPA Amount Billed) Amount will be calculated once amounts are entered in fields 6, 7, 8, and 9 labeled as First Quarter, Second Quarter, Third Quarter, Fourth Quarter | <u>9</u> | RPA funds to be reimbursed for expenditures that occurred within the Fourth Quarter (April 1-June 30th) (Update Invoice # located in upper left) |

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
State Highway Account (SHA) Planning Grants

Invoice #

| OWP Work Element Info | | SHA State Reimbursement Info (88.53% Max) | | | | | Local Match Info (11.47 % Min) | | | | |
|-----------------------|----------------------|---|--------------------|---------------|-----------------------|---------|--------------------------------|--------|-------------------|--------|-------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Work Element # | WE Title/Grant Title | Total Project Cost | Grant Award Budget | Spent to Date | Current Amount Billed | Balance | Cash | Source | 3rd Party In-kind | Source | Total Local Match |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
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| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| Total | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | | \$0.00 |

Total SHA matched with local funds \$0.00

Instructions for Completing this Form - Refer to reimbursement percentage above

| | | | | | |
|---|--|---|--|----|--|
| 1 | Enter the work element number from the approved OWP. All Adaptation grants must be identified in the OWP as separate Work Element(s). | 5 | Enter the total state grant award amount spent/invoiced to date. Do not include the current invoice amount or local match. | 9 | Name the non-federal cash match eligible source. |
| 2 | Enter the work element title/Grant title from the approved OWP. | 6 | Enter the current grant award amount being invoiced. This amount should equal the amount of eligible activities on the support documentation the agency is seeking reimbursement for. | 10 | Enter the amount of the 3rd party or In-kind match being used. |
| 3 | Enter the total project cost for Adaptation grants. This amount includes the state award amount plus the agency's local match amount. | 7 | Enter the state award balance, which is calculated by taking the grant award budget, minus the spent to date and the current amount billed (D-E-F=G). The balance cannot exceed the grant award budget amount. | 11 | Name the non-federal In-kind or 3rd party eligible source. |
| 4 | Enter the state award budget. This amount should equal the amount on the award letter/the amount on the approved OWP revenue budget summary. | 8 | Enter the amount of eligible local cash match incurred. A minimum of 11.47% match is required. | 12 | Enter the total local match amount. This field calculates automatically. |

Appendix B2

RTPA NAME
FY 20XX-XX
Overall Work Plan (OWP) INVOICE DETAILS
SB1 Competitive Grants (SB1-C)

Invoice #

| OWP Work Element Info | | SB1 Competitive State Reimbursement Info (88.53% Max) | | | | | Local Match Info (11.47 % Min) | | | | |
|-----------------------|----------------------|---|--------------------|---------------|-----------------------|---------------------|--------------------------------|--------|-------------------|--------|-------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Work Element # | WE Title/Grant Title | Total Project Cost | Grant Award Budget | Spent to Date | Current Amount Billed | Grant Award Balance | Cash | Source | 3rd Party In-kind | Source | Total Local Match |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| Total | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | | \$0.00 |

Total SB1 Competitive matched with local funds \$0.00

Instructions for Completing this Form - Refer to reimbursement percentage above

| | | | | | |
|---|--|---|--|----|--|
| 1 | Enter the work element number from the approved OWP. All SB-1 Sustainable Communities Formula/competitive Grants must be identified in the OWP as separate Work Element(s). Enter the work element title/Grant title from the approved OWP. Identify at the beginning of the grant title with the letter "F" the formula grants and with a "C" the competitive grants. | 5 | Enter the total state grant award amount spent/invoiced to date. Do not include the current invoice amount or local match. | 2 | Name the non-federal cash match eligible source. |
| 2 | Enter the total project cost for SB1 grants. This amount includes the state award amount plus the agency's local match amount. | 6 | Enter the current grant award amount being invoiced. This amount should equal the amount of eligible activities on the support documentation the agency is seeking reimbursement for. | 10 | Enter the amount of the 3rd party or In-kind match being used. |
| 3 | Enter the state award budget. This amount should equal the amount on the award letter/the amount on the approved OWP revenue budget summary. | 7 | Enter the state award balance, which is calculated by taking the grant award budget, minus the spent to date and the current amount billed (D-E-F=G). The balance cannot exceed the grant award budget amount. | 11 | Name the non-federal In-kind or 3rd party eligible source. |
| 4 | | 8 | Enter the amount of eligible local cash match incurred. A minimum of 11.47% match is required. | 12 | Enter the total local match amount. This field calculates automatically. |

Appendix B2

RTPA NAME
 FY 20XX-XX
 Overall Work Plan (OWP) INVOICE DETAILS
State Highway Account (SHA) Climate Adaptation Planning Grant (CAPG)

Invoice # 0

| OWP Work Element Info | | SHA State Reimbursement Info (88.53% Max) | | | | | Local Match Info (11.47 % Min) | | | | |
|-----------------------|----------------------|---|--------------------|---------------|-----------------------|----------|--------------------------------|----------|-------------------|-----------|-------------------|
| <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> | <u>12</u> |
| Work Element # | WE Title/Grant Title | Total Project Cost | Grant Award Budget | Spent to Date | Current Amount Billed | Balance | Cash | Source | 3rd Party In-kind | Source | Total Local Match |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| | | | | | | | | | | | \$0.00 |
| Total | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | | \$0.00 |

Total Adaptation matched with local funds \$0.00

| | |
|------------------------------------|--------|
| Total SPR matched with local funds | \$0.00 |
|------------------------------------|--------|

| | |
|--|---------------|
| Total 5304 matched with Local funds | \$0.00 |
|--|---------------|

Certification of Expenditure (COE) by Fund Source for

RTPA Name
Address
City State Zip

FY: 20XX/XX

MFTA #: 74Axxxx

I certify that I am a duly authorized representative of the Regional Transportation Planning Agencies (RTPAs) and the following statement of fund expenditures is consistent with the terms of the Master Fund Transfer Agreement entered into between the RTPA and the State.

I have attached a copy of the Statement of Expenditures by fund source and work element. Matching funds are identified. The expenditures shown are for work completed in accordance with the Fiscal Year approved Overall Work Program. I certify that all state and federal matching requirements have been met.

Identify the Grant Status as of June 30th as Active or Closed. Closed grants will NOT be reflected on the reconciliation letter and remaining balances will be forfeited.

| Funding Source | | | Reconciled C/o | Annual Allocation | Federal/State Expenditures | Year End Balance | Reconciled TOTAL (based on CLOSED activities) |
|---|------|-------|----------------|-------------------|----------------------------|------------------|--|
| Rural Planning Assistance (RPA) Funds | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Pursuant to the MFTA(sec 3.C) & Regional Planning Handbook(sec 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation | | | | | | | |
| FTA 5304 Strategic Partnership Transit Grants | | | | | | | |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| Total | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FHWA SPR Strategic Partnership Grants | | | | | | | |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| Total | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| RMRA (SB1) Sustainable Communities Grants | | | | | | | |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| Total | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| PTA Adaptation Planning Grants | | | | | | | |
| FY | WE # | Title | \$0.00 | | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | | \$0.00 | \$0.00 | \$0 |
| Total | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| RPA Discretionary Grants | | | | | | | |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| Total | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| SHA Sustainable Communities Grants | | | | | | | |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| FY | WE # | Title | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0 |
| Total | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total FY Eligible State & Federal Balances: | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

I understand that this represents a final statement of expenditure for FY 2023-24 and no future requests for reimbursement will be processed by the State for payment.

Name (Please Print)

Title (Please Print)

Signature

Date

Appendix D

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal CPG funds.
- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.
- Completion of the FTA DBE Uniform Report form (*See Appendix X*) twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.
- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.
- Development and maintenance of a Bidder's List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder's List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.
- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
 - The contractor 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 United States Department of Transportation-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 recipient deems appropriate.

Appendix D

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.
 - **Prompt Progress Payment to Subcontractors**—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
 - **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.
 - 1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Appendix D

- 2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- 3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Appendix D2

| UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS | | | | | | | | | | |
|---|--|---|---|---|-----------------------------------|---|---------------------------------------|--------------------------------------|--|-------------------------------------|
| FTA Section | | | | | | | | | | |
| **Please refer to the instruction sheet for directions on filling out this form** | | | | | | | | | | |
| 1 | Submitted to (check only one) | <input type="checkbox"/> FHWA | <input type="checkbox"/> FAA | <input checked="" type="checkbox"/> FTA - Recipient ID Number 1622 | | | | | | |
| 2 | Grant Number(s) (FTA Recipients): | | | | | | | | | |
| 3 | Federal Fiscal year in which reporting period falls: | | | | | 4. Date This Report Submitted: | | | | |
| 5 | Reporting Period: | <input type="checkbox"/> Report due for period Oct 1-Mar 31 | | | | <input type="checkbox"/> Report due for period April 1-Sep 30 | | | <input type="checkbox"/> FAA annual report due Dec 1 | |
| 6 | Name and address of Recipient: | | | | | | | | | |
| 7 | Annual DBE Goal(s): | Race Conscious Projection: | | | Race Neutral Projection: | | | OVERALL Goal: | | |
| Awards/Commitments this Reporting Period | | | | | | | | | | |
| | | A | B | C | D | E | F | G | H | I |
| A | AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (Total contracts and subcontracts committed during this reporting period) | Total Federal Share Dollars | Total Number | Total to DBEs (dollars) | Total to DBEs (number) | Total to DBEs/Race Conscious (dollars) | Total to DBEs/Race Conscious (number) | Total to DBEs/Race Neutral (dollars) | Total to DBEs/Race Neutral (number) | Percentage of total dollars to DBEs |
| 8 | Prime contracts awarded this period (Standard Agreements) | | | \$ - | 0 | | | \$ - | 0 | #DIV/0! |
| 9 | Subcontracts awarded/committed this period (3rd Party Contracts) | | | | 0 | | 0 | \$ - | | #DIV/0! |
| 10 | TOTAL | | | \$ - | 0 | \$ - | | 0 | \$ - | 0 |
| B | BREAKDOWN BY ETHNICITY & GENDER | A | B | C | D | E | F | | | |
| | | Total to DBE (dollar amount) | | | Total to DBE (number) | | | | | |
| | | Women | Men | Total | Women | Men | Total | | | |
| 11 | Black American | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| 12 | Hispanic American | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| 13 | Native American | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| 14 | Asian-Pacific American | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| 15 | Subcontinent Asian Americans | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| 16 | Non-Minority | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| 17 | TOTAL | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| Payments Made this Reporting Period | | | | | | | | | | |
| | | A | B | C | D | E | F | | | |
| C | PAYMENTS ON ONGOING CONTRACTS | Total Number of Contracts | Total Dollars Paid (Non-DBE) | Total Number of Contracts with DBEs | Total Payments to DBE firms | Total Number of DBE firms Paid | Percent to DBEs | | | |
| 18 | Prime and subcontracts currently in progress | 0 | \$ - | 0 | \$ - | 0 | #DIV/0! | | | |
| D | TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD | A | B | C | D | E | | | | |
| | | Number of Contracts Completed | Total Dollar Value of Contracts Completed | DBE Participation Needed to Meet Goal (Dollars) | Total DBE Participation (Dollars) | Percent to DBEs | | | | |
| 19 | Race Conscious | 0 | \$ - | \$ - | \$ - | #DIV/0! | | | | |
| 20 | Race Neutral | 0 | \$ - | | \$ - | #DIV/0! | | | | |
| 21 | Totals | 0 | \$ - | | \$ - | #DIV/0! | | | | |
| 22 | Submitted by: | | | 23. Signature: | | | 24. Phone Number: | | | |

Appendix D3

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION / UNDERUTILIZED (UDBE) PARTICIPATION

ADM-0227F (REV 10/2009) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

PART A - CONTRACTORS INFORMATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and accurate.)

| | | | | |
|------------------------------------|----------------------------|------------------------|-----------------------------|---------------|
| (A1) CONTRACTOR'S BUSINESS NAME | | (A2) AGREEMENT NUMBER | (A3) CONTRACT DOLLAR AMOUNT | (A4) DATE |
| (A1) CONTRACTOR'S BUSINESS ADDRESS | | (A1) CITY | (A1) STATE | (A1) ZIP CODE |
| (A1) CONTACT PERSON | (A1) BUSINESS PHONE () | (A1) FAX NUMBER () | (A1) EMAIL ADDRESS | |

PART B - DBE/UDBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications or UDBE firms are certified as DBEs .)

| | (1) List Name(s) and addresses of all DBEs/UDBEs that will participate in this Agreement: | (2) Area Code & Phone Number | (3) Tier | (4) Description of Work, Service, or Materials Supplied | (5) DBE/UDBE or CUCP Certification Number | (6) Ownership Code | (7) DBE/UDBE \$ Amount Claimed | (8) % of \$ Value Claimed | (9) Caltrans Use Only % |
|----|---|------------------------------|----------|---|---|--------------------|--------------------------------|---------------------------|-------------------------|
| 1B | EXAMPLE Jane Prime Inc., 1234 Jane's Street, Jane's City, CA, 04321 | (XXX) 000-1111 | 0 | Project management | XXXXXXXX | 7,5 | 48,000 | 48% | |
| 2B | EXAMPLE Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA, 07654 | (XXX) 111-0000 | 1 | Design, Surveys, environmental testing | 000000000000 | 6 | 42,000 | 42% | |
| | EXAMPLE Supplier International LLC, 1100 X Street Supplier's City, CA, 45670 | (111) XXX-0001 | 2 | Surveys instruments, testing materials | 111111111111 | 3 | 10,000 | 10% | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

PART C - FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):

| | | | | |
|---|--|--|-----------|-------------------------------------|
| (C1) PRINT VERIFIER'S NAME AND TITLE | | (C1) SIGNATURE | (C2) DATE | (C3) CIVIL RIGHTS STAMP OF APPROVAL |
| (C4) DBE Participation <input type="checkbox"/> YES (%) <input type="checkbox"/> NO | | (C5) UDBE Participation <input type="checkbox"/> YES (%) <input type="checkbox"/> NO | | |

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION / UNDERUTILIZED (UDBE) PARTICIPATION

ADM-0227F (REV 10/2009) Page 2 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

AUTHORITY:

Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227F (Please Type or Print Legibly):

PART A - CONTRACTOR INFORMATION

- (A1) Bidder's/Proposer's Business Name, Address, City, State, and Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.
- (A2) Agreement Number, that is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.
- (A3) Total dollar amount that Contractor proposes to accomplish the Agreement.
- (A4) Date this form is completed.

PART B - DBE/UDBE INFORMATION AND DOCUMENTS

- Row 1B Complete this row ONLY if Prime is a certified DBE/UDBE and refer also to column instructions below.
- Row 2B Complete these rows ONLY if the Subcontractor(s)/Supplier(s) are certified DBE/UDBE and refer to instructions below for Columns 1 through 7. If there are more than five (5) certified DBE/UDBE subcontractors/suppliers to be listed, please use additional copies of page 1 of this form and only complete A1, Contractor's Business Name, A2, Agreement Number, and 2B rows in Part B.
- Column 1 Enter the names and complete addresses of all certified DBE/UDBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.
- Column 2 Enter the area code and phone number of the corresponding certified DBE/UDBE listed in Column 1.
- Column 3 Enter the Contracting Tier number for each DBE/UDBE corresponding listed in Column 1: **0** = Prime or Joint Consultant, **1** = Primary Subcontractor, **2** = Subcontractor/Supplier of level 1 Primary Subcontractor.
- Column 4 Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE/UDBE firm listed in Column 1.
- Column 5 Enter the DBE/UDBE or CUCP Certification Number for the corresponding DBE/UDBE listed in Column 1. Self-certification is NOT acceptable. DBEs/UDBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's **Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Underutilized DBE (UDBE) Participation Goal**.
- Column 6 Enter the correct Ownership Code number below for the corresponding DBE/UDBE listed in Column 1. Only UDBE participation counts toward contract goal.
- | | | |
|-----------------------------|---------------------------------------|--------------------|
| 1 = Black American (UDBE) | 4 = Asian-Pacific American (UDBE) | 7 = Woman (UDBE) |
| 2 = Hispanic American (DBE) | 5 = Subcontinent Asian American (DBE) | 8 = Other (DBE) |
| 3 = Native American (UDBE) | 6 = Caucasian (DBE) | 9 = Not Applicable |
- Column 7 Enter the percentage (%) of the dollar (\$) value claimed for each corresponding DBE/UDBE listed in Column 1.

ADDITIONAL INFORMATION:

- Form ADM-0312F should be submitted with the ADM-0227F to demonstrate good faith efforts (GFE) AND protect bidder's/proposer's eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the UDBE goal.
- A DBE/UDBE joint venture partner shall submit the joint venture agreement with the form ADM-0227F.

Appendix D4

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 (NEW 06/2011)

ADA Notice

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

| CONTRACT NUMBER | | INVOICE NUMBER | TASK ORDER NUMBER (if applicable) | | ADMINISTERING AGENCY Department of Transportation Division of Procurement and Contracts | | CONTRACT START DATE | | CONTRACT COMPLETION DATE | |
|--|---|--|--------------------------------------|--------|---|-------------------|--|--------------------|--------------------------|--|
| PRIME CONTRACTOR NAME (PRINT) | | | | | BUSINESS ADDRESS | | TOTAL CONTRACT AMOUNT: \$ | | | |
| PRIME CONTRACTOR REPRESENTATIVE NAME (PRINT) | | | | | | | Contract Manager Must Complete This Section: Total Federal Share Amount: \$ OR % | | | |
| ITEM NO. | DESCRIPTION OF WORK PERFORMED AND MATERIEL PROVIDED | COMPANY NAME AND BUSINESS ADDRESS | DBE CERTIFICATION NUMBER | GENDER | OWNERSHIP CODES(S) | CONTRACT PAYMENTS | | DATE WORK COMPLETE | PAYMENT DATE | |
| | | | | | | NON-DBE | DBE | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| | | | | | | \$ | \$ | | | |
| ORIGINAL COMMITMENT | | OWNERSHIP CODES: 1= Black American 2= Hispanic American 3= Native American 4= Asian Pacific American 5= Subcontinent Asian American 6= Caucasian 7= Woman 8= Other 9= Not Applicable | | | TOTAL | \$ | \$ | Comments | | |
| \$ | OR | | | | % | UDBE | | | | |
| \$ | OR | | | | % | | DBE | | | |

List all Subcontractors and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.

| | | |
|---|--|-----------------------|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | |
| CONTRACTOR REPRESENTATIVE'S SIGNATURE | | BUSINESS PHONE NUMBER |
| DATE | | |
| TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | |
| CONTRACT MANAGER'S SIGNATURE | | BUSINESS PHONE NUMBER |
| DATE | | |

COPY DISTRIBUTION (Required): (1) Original: Contract Manager
(2) Copy: Office of Business and Economic Opportunity, Email: to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949

Appendix D4

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 (NEW 06/2011)

Contractor Instructions:

This form must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the STD. 213).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Business and Economic Opportunity website at http://www.dot.ca.gov/hq/bep/find_certified.htm or call toll free (866) 810-6346 or (916) 324-1700.

If a contractor performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

Date Work Complete Column: Enter the date the work and/or Task order was completed for the respective pay period.

Date of Payment column: Enter the date when the prime contractor made the payment to the firm for the portion of work listed as being completed. DBE prime contractors are required to show the date of work performed by their own forces.

Contractor's Signature: Contractor certifies that the information on the ADM-3069 is complete and correct.

Contract Manager's Instructions:

Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the ADM-3069 from the Contractor, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date, and Email to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949.

ADM-0312F (REV 03/2016) (Page 1 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

[illegible]

ADM-0312F (REV 03/2016) (Page 2 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

[illegible]

Appendix D5

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE)

GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 03/2016) (Page 3 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

| | | |
|-------------------|--------------------------|------|
| CONTRACTOR'S NAME | IFB OR RFP OR RFQ NUMBER | DATE |
|-------------------|--------------------------|------|

4. DBE RESPONSES

For each item of work made available, indicate whether the bidder/proposer provided plans and specifications specific to the item(s) of work being offered; list the selected firm and its status as a DBE; the DBEs that provided quotes; the price quote for each firm; and the price difference for each DBE if the selected firm is not a DBE. Provide copies of each DBE and non-DBE quote submitted to the bidder/proposer when a non-DBE firm was selected over a DBE for work on the contract.

| ITEM(S) OF WORK | PROVIDE PLANS/SPECIFICATIONS FOR WORK OFFERED (Y/N) | NAME OF SELECTED FIRM | DBE or non-DBE | NAME OF REJECTED FIRM | QUOTE (\$) | PRICE DIFFERENCE (\$) |
|-----------------|--|--------------------------|----------------|--------------------------|---------------|--------------------------|
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5. ASSISTANCE TO DBEs - Plans/Specifications/Contract requirements

Describe the bidder's/proposer's efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. Identify the DBEs assisted, the type of information provided, and the date of the contacts. Provide copies of supporting documents.

6. ASSISTANCE TO DBEs - Bonding/Lines of Credit/Insurance

Describe the bidder's/proposer's efforts made to assist interested DBEs in obtaining bonding, lines of credit, or insurance. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE)

GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 03/2016) (Page 4 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

| | | |
|-------------------|--------------------------|------|
| CONTRACTOR'S NAME | IFB OR RFP OR RFQ NUMBER | DATE |
|-------------------|--------------------------|------|

7. ASSISTANCE TO DBEs - Equipment/Supplies and Materials/Related Assistance or Services

Describe the bidder's/proposer's efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE purchases or leases from the prime contractor or its affiliate. Identify the DBEs assisted, the type of assistance offered, and the dates. Provide copies of supporting documents.

8. ASSISTANCE RECRUITING AND PLACING DBEs

List the names of agencies and the dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

| NAME OF AGENCY/ORGANIZATION | METHODS/DATE OF CONTACT | RESULTS |
|-----------------------------|-------------------------|---------|
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9. ADDITIONAL DATA TO SUPPORT A GOOD FAITH EFFORT

Include additional data to support a demonstration of good faith efforts.

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FY 2024/2025 FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification

In accordance with 23 CFR part 450, the California Department of Transportation and _____, Regional Transportation Planning Agency, hereby certify that the transportation planning process is being carried out in accordance with all applicable requirements including:

- 1) 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
- 2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
- 3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;
- 4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- 5) Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- 6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- 7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- 8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- 9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- 10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

RTPA Authorizing Signature

Caltrans District Approval Signature

Title

Title

Date

Date

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Fiscal Year 20XX/20XX California Department of Transportation Debarment and Suspension Certification

As required by U.S. DOT regulations on governmentwide Debarment and Suspension

(Nonprocurement), 49 CFR 29.100:

- 1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
- 3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

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**CALIFORNIA DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 20XX/20XX**

SIGNATURE PAGE

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

Signature_____ Date_____

Printed Name _____

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

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

AFFIRMATION OF APPLICANT'S ATTORNEY

For _____ (Name of Applicant)

Signature_____ Date_____

Printed Name of Applicant's Attorney _____

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Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

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- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

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- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

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animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

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- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

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§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

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Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

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contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

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5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

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CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

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- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

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CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

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- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

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CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

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If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

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CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

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CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

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Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,

- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

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FEDERAL FISCAL YEAR 20XX CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: *(check here)* _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

| Category | Certification |
|---|---------------|
| 01 Certifications and Assurances Required of Every Applicant | _____ |
| 02 Public Transportation Agency Safety Plans | _____ |
| 03 Tax Liability and Felony Convictions | _____ |
| 04 Lobbying | _____ |
| 05 Private Sector Protections | _____ |
| 06 Transit Asset Management Plan | _____ |
| 07 Rolling Stock Buy America Reviews and Bus Testing | _____ |
| 08 Urbanized Area Formula Grants Program | _____ |
| 09 Formula Grants for Rural Areas | _____ |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____ |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs | _____ |

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- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

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

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

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.