

**ATTACHMENT 2**

R-2018-286

SUBRECIPIENT AGREEMENT

BETWEEN

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

CITY OF HOLLYWOOD

For

HOLLYWOOD BOULEVARD / STATE ROAD 7  
MOBILITY HUB PROJECT

This is an Agreement made and entered into by and between: **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as "BMPO,"

AND

**CITY OF HOLLYWOOD**, a political subdivision of the State of Florida, hereinafter referred to as "City.

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration ("FTA"); and

WHEREAS, the BMPO has set aside \$900,000 ("Grant Funds") to reimburse the City for design and construction of improvements in the Hollywood Boulevard / State Road 7 Mobility Hub area (the "Project"), which is located in the City; and

WHEREAS, the BMPO will use an FTA Grant Agreement as the mechanism to reimburse the City, as it completes specified milestones for this Project. FTA approval of the Grant Agreement is anticipated in Fiscal Year 2019, at which time the Grant Agreement will be an exhibit to this Agreement; and

WHEREAS, the BMPO is willing to utilize the Grant Funds to fund the Project which will be administered by the BMPO and implemented by City; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the City complies with FTA's Section 5307 grant requirements; and

WHEREAS, the City desires to promote transit-focused amenities to elevate the role of transit within the Program area, along with crossing and wayfinding elements that are responsive to varying needs for residents, local employees, shoppers, etc., dependent upon the location in the Hollywood Boulevard / State Road 7 Mobility Hub area; and

WHEREAS, on September 20, 2018, the City Commission passed and adopted Resolution No. R-2018-286 which authorized the appropriate City officials to execute this Agreement with the BMPO; and

WHEREAS, on October 11, 2018, the BMPO Board authorized the appropriate BMPO officials to execute this Agreement with the City; and

WHEREAS, BMPO and City desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the BMPO and City agree as follows:

## ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with City.
- 1.4 **City Contract Administrator** - The City Manager of the City, or his/her designee. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with BMPO and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2 PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the City to provide management of the design and construction of streetscape improvements in the Project Area as identified in the Hollywood / State Road 7 Mobility Hub Master Plan Planning Framework (Technical Memo 4), Project Elements (Technical Memo 5), and Implementation Strategy (Technical Memo 6) in partnership with the BMPO which include:

- a. Patterned Crosswalks
  - b. Pedestrian Scale Lighting
  - c. At least two new bus shelters or additional shelters
  - d. Pedestrian bridge or culvert connecting SR7 linear park
  - e. Wayfinding Signage
- 2.2 The Project Area is located in the area of the intersection of Hollywood Boulevard and State Road 7 in Hollywood, Florida.
- 2.3 In Fiscal Year 2019, the BMPO will make available \$900,000 of flex funds from the Federal Transit Administration (“FTA”) for the implementation of the Hub recommendations. The City will by accepting these FTA funds, agree to the maintenance of all new Hub elements as a condition of the funding. Through this Agreement, the BMPO will reimburse the City for completing the design and leading the construction of the agreed Mobility Hub improvements. The reimbursement will occur on a monthly basis as the City provides invoices and progress reports to document its progress.
- 2.4 Further, the City will leverage various funding sources to the extent feasible, targeting alternate funding sources, including local funds, for improvements that are not eligible for FTA funding.
- 2.5 The City will be responsible for administering and managing the Project in a manner satisfactory to the BMPO and consistent with the concepts for streetscape improvements and implementation recommendations developed as part of the Project.

### ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

- 3.1 Section 5307 Grant - City agrees to comply with all the terms and conditions set forth in Section 5307 grant agreement and the FTA Master Grant Agreement. A copy of the Grant agreement executed by BMPO will set out the allocation of Section 5307 funds for the Project (“Grant Agreement”) and upon execution will be attached hereto as Exhibit “A”, and the FTA Master Grant Agreement (“Master Agreement”) is located at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>. City acknowledges that this Master Agreement may be amended by FTA from time to time and City agrees to abide by any and all such amendments. In consideration for BMPO's payment to City of the Section 5307 grant funds, City shall perform the Project in compliance with each and every applicable term and condition set forth in the Grant Agreement and the Master Agreement.



3.2 Grant Obligations - City shall comply with the applicable Section 5307 grant requirements applicable to Project, including, but not limited to compliance with requirements relating to the source of the local share, accounting, records retention, audit provisions, Disadvantaged Business Enterprise (DBE) requirements, competitive procurement, Florida's Prompt Payment Act, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against City any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to City from the BMPO under the Section 5307 grant.

3.3 Federal Requirements - In addition to the obligations of the Section 5307 grant, City must comply with any and all laws, statutes, rules, regulations, circulars, directives, and requirements of the federal and state government that relate to or in any manner affect the performance of public transit services and/or the Project grant funds under this Agreement. These regulations, circulars, and directives include, without limitation, the following:

FTA Circular No. 4220.1F "Third Party Contracting Guidelines"; 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award; PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARD at the following links:

i. (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>);

ii. FTA Circular for Award Management Requirements

(<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/fta-circulars/58051/5010-1e-circular-award-management-requirements-7-21-2017.pdf>),

and any amendments or revisions to the foregoing.

Anything in this Agreement to the contrary, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions related to the Grant Agreement or the Master Agreement, as may be amended by the FTA from time to time.

3.4 Progress and Financial Reports - City shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Project funded under the Section 5307 grant on a monthly basis. The Progress Report must contain the following information: (1) description of the work completed during the prior period; (2) tasks expected to be completed during the next period; (3) explanations of any problems or

delays encountered or anticipated; and (4) any other detail that may be reasonably requested by BMPO.

The Financial Reports must include, at a minimum, the information as described on the form attached as Exhibit "B".

Properly completed Progress and Financial Reports must be delivered to BMPO no later than 20 calendar days after the conclusion of each one (1) month period as set forth above. Progress and Financial Reports are deliverables under this Agreement and must be reviewed and accepted by the BMPO prior to the BMPO's approval and payment of City's invoices.

- 3.5 Grant Indemnity – City's failure to reasonably perform its obligations related to the receipt of the Project Grant Funds shall constitute a material breach of this Agreement. City, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by the City of its obligations related to the receipt of the Project Grant Funds, including, any demand for return of all or a portion of the Pilot Project Grant Funds (including interest and penalties). In the event there are changes made to the Grant Agreement after execution by BMPO and FTA, or the execution of this Agreement, the parties agree to amend this Agreement as necessary to comply with those changes. If for any reason the City fails or is unable to utilize or expend the subject Grant Funds consistent with this Agreement within three (3) years from the effective date of this Agreement, the BMPO may, within its reasonable discretion and without penalty, elect to cancel or terminate this Agreement.

#### ARTICLE 4 TERM

- 4.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until City performs all obligations and responsibilities, with respect to the funds set forth in Exhibit "A", imposed on BMPO by FTA for receipt of federal funds under the Section 5307 grant for the Project or December 31, 2024, whichever occurs first.
- 4.2 The parties hereto may extend this Agreement by mutual consent in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.

ARTICLE 5  
CONSIDERATION AND PAYMENT

- 5.1 Pursuant to this Agreement, the BMPO has allocated \$900,000 to pay for those activities/tasks described in the Project funded under the FTA Section 5307 grant program. The total BMPO share for this Project is an amount not to exceed \$900,000, for actual costs incurred, including administrative costs payable to the City. In the event the Project costs exceed the Grant amount, the increase in the Project costs will be the sole responsibility of the City.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.
- 5.3 Reimbursement of the BMPO's and City's expenses for the Project funded under the Section 5307 grant shall be subject to the cost principles set forth in Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award at the following links:  
i. (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>);  
ii. (<https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>);  
and The Federal Register at:  
(<https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>);  
as well as the applicable provisions of the Section 5307 grant. The BMPO agrees to reimburse City for its expenditures that are allowable under the Project grant. The BMPO shall charge costs directly associated with the BMPO's oversight of the Project.
- 5.3.1 Indirect Costs: A state or federally approved indirect cost rate may be applied to the Project for the benefit of the BMPO. If the BMPO does not have a federally approved indirect cost rate, a rate up to the de minimis indirect cost rate of 10% of modified total direct costs may be applied. The BMPO may opt to request no indirect cost rate, even if it has a federally approved indirect cost rate.
- 5.4 The City shall be reimbursed for the costs associated upon the satisfactory completion of the following milestones, as reasonably determined by the BMPO in its sole discretion:
- a. Consultant Submittal of 60% plans.
  - b. Consultant submittal FDOT for permitting.
  - c. Project advertised for bids- plans approved for permit by FDOT.

- d. Construction contract awarded.
- e. Construction progress payments- every month- payment to contractor
- f. Final completion- Final payment including retainage paid to contractor, consultant final invoice.

Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

Completion of the construction phases will be deemed to have occurred when the City submits all receipts, approved permits, certificate of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the construction phase has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the City for completion of the Project, in an amount not to exceed Nine Hundred Thousand and 00/100 Dollars (\$900,000). Upon satisfactory review and approval of all required documentation from the City, the BMPO shall pay the balance of the total contract amount after the costs reimbursed for the preceding milestones. Public Outreach, communication, and project/design/construction management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

- 5.5 Upon receipt of City's properly documented invoice BMPO shall pay City the applicable federal share of the invoice within 30 days. City's invoice shall include evidence that City has paid its local share contribution, if applicable, payroll records and invoices from City's contractor(s) and proof of payment to contractor(s) to verify that City has incurred the costs set out in its invoice. The BMPO reserves the right to require City to submit additional reasonable documentation to verify that City has incurred the costs set out in its invoice and that the amount of the invoice does not exceed the applicable federal share of the allocation of Section 5307 grant funds, less the BMPOs administrative costs under the Project grant.
- 5.6 If BMPO disputes any items on an invoice for a reasonable cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City and the parties agree to timely meet to resolve any such disputes.



5.7 The BMPO's obligation to provide reimbursement to City shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Project, or if FTA shall request the return of any funds relating to the Project that have been previously paid, City shall, within sixty (60) days of receiving notice from BMPO of FTA's denial or request for return of funds already paid, return to BMPO the funds that FTA has declined to reimburse or requested to be returned. City's requirement to return funds shall include the payment of any interest or penalties required by FTA.

5.8 Payment shall be made to City at:

Director of Financial Services, Treasury Division  
2600 Hollywood Blvd  
Room 103  
Hollywood, Florida 33022-9045

#### ARTICLE 6 GOVERNMENTAL IMMUNITY

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

#### ARTICLE 7 INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

#### ARTICLE 8 TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach.

- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 8.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 9  
MAINTENANCE OF RECORDS/AUDITS

- 9.1 City shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. City shall also maintain for a period of three (3) years from the latter of the date of Section 5307 grant close-out or expiration of this Agreement the financial information and data used by City in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. City agrees to permit the BMPO, FTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of City books, records and accounts pertaining to the Section 5307 grant expenditures for this Project.
- 9.2 City shall be responsible for meeting the audit requirements of Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>), and any further revision or supplement thereto. City agrees that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, City must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.
- 9.3 City and any of its contractors or subcontractors shall preserve and make available, at reasonable times for examination and audit by the BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the

Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to City's and its subcontractors' records, City and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City or its subcontractors.

- 9.4 Failure or refusal by the City to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the BMPO.

**Section 119.0701(2)(a), Florida Statutes**

**IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Custodian of Records:** Kathy Singer  
**Mailing address:** BMPO  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309  
**Telephone number:** (954) 876-0043  
**Email:** [singerk@browardmpo.org](mailto:singerk@browardmpo.org)

**ARTICLE 10**  
**NONDISCRIMINATION**

- 10.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; AUTHORITY will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.
- 10.2 Contract Assurance: Neither City nor any of its contractors or subcontractors

may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. City shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

## ARTICLE 11 MISCELLANEOUS

### 11.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

11.1.1 City shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Section 5307 grant for the Project. City shall pay directly such parties for all amounts due under said contracts consistent with the Florida's Prompt Payment Act.

11.1.2 Neither City nor the BMPO intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

### 11.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Wazir Ishmael, City Manager  
City of Hollywood  
2600 Hollywood Blvd.  
Hollywood, Florida 33020-4807



With a copy to:

Douglas R. Gonzales, City Attorney  
City of Hollywood  
2600 Hollywood Blvd.  
Hollywood, Florida 33020-4807

For BMPO:

Executive Director  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq.  
BMPO General Counsel  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

### 11.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. The references herein to the Federal Transit Administration or FTA shall include any successor agency or department of the United States Government.

### 11.4 COMPLIANCE WITH LAWS

Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

### 11.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 11.6 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 11.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

#### 11.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, the BMPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 11.9 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City of

Hollywood City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

11.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A" and "B" as referenced herein are incorporated into and made a part of this Agreement.

11.12 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.13. MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **CITY OF HOLLYWOOD** through its CITY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of September, 2018, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

"CITY"

**CITY OF HOLLYWOOD**, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
JOSH LEVY, MAYOR

This 30 day of April, 2018. 2020

Approved By: Cintya Ramos  
Cintya Ramos, Director of Financial Services

Attest:

By: Patricia A. Cerny  
Patricia A. Cerny, MMC, City Clerk

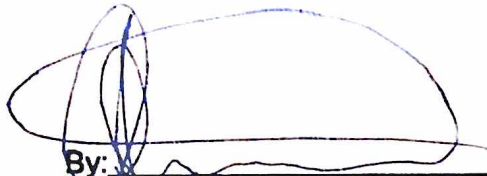
(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.

By: Douglas R. Gonzales  
Douglas R. Gonzales, City Attorney

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING  
ORGANIZATION AND THE CITY OF HOLLYWOOD FOR THE HOLLYWOOD  
BOULEVARD / STATE ROAD 7 MOBILITY HUB PROJECT

"BMPO"



By: Gregory Stuart, Executive Director

7 day of MAY, 2018  
2020

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By: B. Caletka  
Bryan Caletka, Chair

6 day of May, 2018  
2020

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE OF AND  
RELIANCE BY THE BMPO ONLY:

By: Alan L. Gabriel  
Alan L. Gabriel, BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman PL

Hollywood. Subrecipient Agreement (FNL - 9.16.18)

SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING  
ORGANIZATION AND THE CITY OF HOLLYWOOD FOR THE HOLLYWOOD  
BOULEVARD / STATE ROAD 7 MOBILITY HUB PROJECT

**EXHIBIT LIST**

**Exhibit "A"** -- Grant Agreement (to be attached)

**Exhibit "B"** -- Financial Report Form (to be attached)

## **Exhibit A- Grant Agreement**

- Exhibit A-FTA Grant Award and Contract
- Exhibit A-1 FTA Federally Required Clauses for FTA Funded Contracts and Sub-Agreements

# DOT

U.S. Department of Transportation

# FTA

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	FL-2020-012-00
<b>Temporary Application Number</b>	7106-2019-1
<b>Award Name</b>	5307 FHWA SU Flex Capital; Transit Mobility Hubs; Broward MPO, Miami FL UZA
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

## Part 1: Recipient Information

**Name: Broward Metropolitan Planning Organization**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
7106	Planning Commission	BROWARD METROPOLITAN PLANNING ORGANIZATION	831340828

Location Type	Address	City	State	Zip
Headquarters				
Physical Address	100 W CYPRESS CREEK RD STE 650	FORT LAUDERDALE	FL	33309
Mailing Address	100 WEST CYPRESS CREEK ROAD	FORT LAUDERDALE	FL	33309



quality of service for the transit rider.

#### Hollywood/SR7 Mobility Hub Capital Improvements (Construction)

This ALI covers the construction of the improvements along SR7 extending north and south, and on Hollywood Boulevard extending east and west of the intersection. Improvements will include bus shelters, pedestrian-scale lighting, pedestrian and bicycle connections to the neighborhoods, and other transit passenger amenities, in coordination with other planned investments such as FDOT's linear park on the east side of SR7 north of Hollywood Boulevard.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The total application costs are as follows:

Federal: \$1,000,000 (Breakdown below)

\$1,000,000 from FM 433429-2

TDC: \$250,000 (Breakdown below)

\$250,000 from FM 433429-2

The following documents are attached to the application:

LRTP (7106-2016-3-P1 - Program Plan - Long Range Plan.pdf) - this document is applicable to all project activity line items.

UPWP (UPWP 2018\_2020 pages 91-94.pdf) - This document is applicable to all project activity line items.

TIP FY 19/23 Page 15-2-5 - (TIP FY 19-23 4334292.pdf)

FHWA Form 1576 / Transfer (signed) - This document applies to all project line items.

TDC FM 433429-2 ( 1TRC FM 433429-2 \$250,000.pdf) – This TDC refers to the following project(s); Hollywood/SR7 Mobility Hub Capital Improvements

Section 106 Grantee Checklist - Hollywood Mobility Hub - (Sec 106 Grantee Checklist\_External-Hollywood Mobility Hub.pdf)

Hollywood NEPA Pre-Questionnaire Document - (Hollywood NEPA Document Final.pdf)

Categorical Exclusion #C5 Email - (RE\_ BMPO - Grant #7106-2019-1 - environmental considerations.pdf)

STIP FY 2010 - (2019-1101\_FDOT STIP Documentation.pdf) - This STIP is for Hollywood/SR7 Mobility Hub Capital Improvements.

#### **Frequency of Milestone Progress Reports (MPR)**

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$1,000,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$250,000
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,000,000</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2020-012-01-00	117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)	\$100,000.00	\$0.00	\$100,000.00	1
FL-2020-012-01-00	11.72.11 FORCE ACCOUNT - OTHER	\$100,000.00	\$0.00	\$100,000.00	1
FL-2020-012-01-00	119-00 (119-A1) Bus Associated Transit Improvements	\$900,000.00	\$0.00	\$900,000.00	6
FL-2020-012-01-00	11.91.05 ENG/DESIGN PED ACCESS / WALKWAYS	\$100,000.00	\$0.00	\$100,000.00	1
FL-2020-012-01-00	11.93.02 CONSTRUCTION - BUS SHELTERS	\$200,000.00	\$0.00	\$200,000.00	4

The 2035 LRTP developed the concept of a Mobility Hub as a transit access point with frequent transit service, high development potential, and a critical point for trip generation or transfers within the transit system. Mobility Hubs aim to seamlessly integrate different modes of transportation (walking, bicycling, transit and automobiles) with investments in infrastructure that maximize first and last mile connectivity. The capital improvement projects in this application are the recommendations resulting from Mobility Hub Master Plans and focus on pedestrian and bicycle connections, secure and comfortable places to wait for transit, and safe and easy transfers between routes.

This project will advance the recommendations from Mobility Hub plans into the Design and Construction phase.

The project ALIs are below:

**Hollywood/SR7 Mobility Hub Capital Improvements (Design)**

This ALI covers the design of the priority recommendations from the Hollywood Boulevard / State Road 7 (SR7) Mobility Hub Plan (completed in January 2018). These recommendations are a combination of mobility, safety, and transit elements to improve the safety, connectivity, and quality of service for the transit rider.

**Hollywood/SR7 Mobility Hub Capital Improvements (Construction)**

This ALI covers the construction of the improvements along SR7 extending north and south, and on Hollywood Boulevard extending east and west of the intersection. Improvements will include bus shelters, pedestrian-scale lighting, pedestrian and bicycle connections to the neighborhoods, and other transit passenger amenities, in coordination with other planned investments such as FDOT's linear park on the east side of SR7 north of Hollywood Boulevard.

The total application costs are as follows:

Federal: \$1,000,000 (Breakdown below)  
\$1,000,000 from FM 433429-2

TDC: \$250,000 (Breakdown below)  
\$250,000 from FM 433429-2

The following documents are attached to the application:

LRTP (7106-2016-3-P1 - Program Plan - Long Range Plan.pdf) - this document is applicable to all project activity line items.

UPWP (UPWP 2018\_2020 pages 91-94pdf.pdf) - This document is applicable to all project activity line items.

TIP FY 19/23 Page 15-2-5 - (TIP FY 19-23 4334292.pdf)

FHWA Form 1576 / Transfer (signed) - This document applies to all project line items.

State	District	Representative
Florida	20	Alcee L. Hastings
Florida	23	Debbie Wasserman Schultz
Florida	24	Frederica Wilson
Florida	22	Theodore Deutch

## Program Plan Information

### STIP/TIP

Date: 7/1/2018

Description: STIP Page 938

### UPWP

Date: 7/1/2018

Description: July 1, 2018 - June 30, 2020 UPWP Page 86-89

### Long Range Plan

Date: 2/14/2013

Description: Pg 25-28/53

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$1,000,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$250,000
Adjustment			\$0

**Extended Budget Description**

Force account will be used for the Broward MPO's labor force to accomplish this capital project. The activities in this ALI directly relate to this project.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$100,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$25,000
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$100,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	2/3/2020	MPO begins oversight of project administrations.
End Date	3/30/2025	MPO completes project oversight and closes out project administration.

**Budget Activity Line Item: 11.93.05 - CONSTRUCT PED ACCESS / WALKWAYS**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.93.05	CONSTRUCT PED ACCESS / WALKWAYS	CONSTRUCTION	1

**Extended Budget Description**

Cost associated with construction to include, but not limited to hardscape items such as; pedestrian path/culvert bridge (1), pedestrian lighting (31), bike racks (2), transit bench (1), trash cans (3). Also may include maintenance of traffic, mobilization, and permitting.

Useful life for items over \$5,000 are:

Bus Associated Transit Improvements (119-00)      11.93.02      CONSTRUCTION - BUS SHELTERS      CONSTRUCTION      4

**Extended Budget Description**

Procure and install four bus shelters. Bus shelters are made of metal. These are the same as existing Kaleidoscope shelters installed throughout the City of Hollywood. The anticipated useful life of the bus shelters is 15 years (based on VDOT - <https://olga.drpt.virginia.gov/documents/forms/DRPT%20Asset%20Useful%20Life%20Chart.pdf>.) We have have uploaded bus shelter vendor quote and email with details from City of Hollywood staff into project documents.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$200,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$50,000
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$200,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	6/1/2020	Begin process to procure bus shelters.
End Date	3/30/2023	Complete installation of shelters.
Begin Installation of Bus Shelters	10/30/2020	Start the construction process for bus shelter installation.

**Budget Activity Line Item: 11.91.05 - ENG/DESIGN PED ACCESS / WALKWAYS**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
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**Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	9/5/2019

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
Bus Associated Transit Improvements (119-00)	11.91.05	ENG/DESIGN PED ACCESS / WALKWAYS	1	\$100,000.00	\$100,000.00

**Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date Description	Date
Class IIc CE Approved	9/5/2019

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	9/5/2019

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.72.11	FORCE ACCOUNT - OTHER	1	\$100,000.00	\$100,000.00

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

Comment By	Gregory Chilik
Comment Type	Application Details
Date	6/28/2019
Comment	<p>For all ALI's 11.9X.XX (all capital improvement ALI's): The Extended Budget Descriptions do not describe the capital improvements that will be constructed or assets purchased to make improvements. Please describe the capital improvements which will be constructed or installed at each location. (For example, "The capital improvements to be constructed at Plantation Mobility Hub are: replacement of 200 linear feet of sidewalk, installation of four ADA accessible curb ramps, installation of two bus shelters with benches, installation of three vintage light poles, and installation of one bicycle rack.")</p> <p>In addition, please provide a useful life for each construction element and installed asset (e.g. concrete sidewalks, lighting, benches, etc.) which has a unit price that exceeds \$5,000.</p> <p>For ALI 44.21.00 - FTA Sub-Recipient Monitoring and Compliance, the Extended Budget Description indicates that a third party consultant will be used to complete the project activities. As this is the case, please change the answer to the question "Will 3rd Party contractors be used to fulfill this activity line item?" from "No" to "Yes".</p>



3. Following confirmation/clarification of STIP/TDC details for each activity. A review of financial details may commence. Environmental Findings: Each ALI should have a corresponding environmental finding. For example, an application with 3 ALIs should have 3 environmental findings. Please review and revise accordingly, thereafter, a more thorough review of environmental details may commence.

Civil Rights Comment: the recipient does not mention anything about path of travel in any of the app descriptions being made accessible according to ADA regulations. This appears to be a significant undertaking and there should be some acknowledgement that BMPO will ensure accessibility in these projects.

**Comment By**      **Robert Sachnin**

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Comment Type      FTA Post Review Comments for Grantee

Date      7/24/2019

The application is being returned to the recipient, as it appears many previous FTA comments have not be fully addressed. Specific activities proposed are not described in the extended budget descriptions and are listed as "TBD" in a supporting document attached to the application, making it unclear as to what is being proposed. An e-mail was sent to the recipient, offering a discussion with FTA staff about capital expenditures and application details, in hopes of helping provide guidance, answers to any questions, and helping advance their initiatives.

Comment

Please note that applications for FTA funding, including capital improvements and construction, cannot be advanced without specific details associated with a proposed activity or activities. An environmental determination(s) is also required for FTA applications, but cannot be made without project and activity details.

As noted, FTA staff are more than happy to participate in discussions with the recipient regarding previous application comments and details, if of interest to the recipient.

**Comment By**      **Robert Sachnin**

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Comment Type      FTA Post Review Comments for Grantee

Date      9/4/2019

Good Afternoon - please see comments below:

Comment

General:

1. The NEPA and Section 106 checklists were transmitted to FTA on 8/28/19 and are currently under review by FTA environmental protection specialists. Please note that a NEPA class of action is required before an application can be advanced. Section 106 consultation, as applicable, should also be initiated. Following the results of the checklist reviews and any potential modifications to activities, a more thorough review of this application may be conducted.

- Form 1576, however there is only one project in this application. Please review and revise accordingly.
- d. Please see STIP comment under the "Attachments" section.
  2. Location Description: should describe the location of activities proposed in this application, please review and revise accordingly.
  3. Project Location (Urbanized Areas): as these appear to be large urban funds, please remove the Florida portion (UZA Code 120000, Area Name = Florida).
  4. Project Activity Line Items:
    - a. Please see general comment #2 regarding design vs. construction efforts.
    - b. 441-80 – 44.21.00 – Program Support Administration:
      - i. Please confirm that this activity is to support only those activities associated with this application.
    - c. 119-11.93.05 – Construct Ped Access/Walkways
      - i. Please review the FTA scope and ALI tree and note there are scope/ALI codes for a variety of design and construction activities, such as the construction and/or installation of bus shelters, misc. equipment (bench, etc.), and pedestrian access and walkways. Distinct activities may their own ALI, quantity, cost estimate (federal, nonfederal), extended budget discretion, etc., depending on details. Please review and revise accordingly.
  5. Environmental Findings:
    - a. Following review of the NEPA and Section 106 checklists, including addressing any comments and clarification of efforts currently associated with 119-11.93.05, a review of activities relative to environmental findings may be conducted.

<b>Comment By</b>	<b>Robert Sachnin</b>
<b>Comment Type</b>	FTA Post Review Comments for Grantee
<b>Date</b>	11/6/2019
<b>Comment</b>	<p>Good Morning - please find joint FTA comments below. FTA staff are happy to make time to discuss comments and application activity with the recipient. If of interest, please feel free to contact us so we can collectively work through application details.</p> <p>General:</p> <ol style="list-style-type: none"> <li>1. Section of Statute: There are currently two sections of statute in the application: 5307-3 (Flex Funds) and 5307-2A (5307 Formula). Please confirm that all funds proposed in this application are FHWA flex funds to FTA 5307. If so, the section of statute should be 5307-3: "FHWA Transfer to 5307 Urbanized Area Formula Grants."</li> <li>2. Please provide useful life information for all bus ALIs and capital equipment over \$5,000 in the Extended Budget Description of the applicable ALI. Refer to 5010.1E for common useful life and sources where useful life information may be found.           <ol style="list-style-type: none"> <li>a. If there are no items over \$5,000 please include the following statement: "Broward County MPO does not anticipate the purchase of items over \$5,000 in value at this time. Any items with value over \$5,000 identified during the execution of the activities under this ALI will be included after award (actual value and useful life.)"</li> </ol> </li> </ol> <p>Attachments:</p>

b. Per guidance provided by FTA Environmental Protection Specialists on 9/5/19, the construction activity(ies) described in the NEPA checklist would qualify as a C-list Type 05. Please revise accordingly, noting that deviations in project scope have the potential to impact the environmental determination.

## **Part 6: Agreement**

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

**GRANT AGREEMENT  
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

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

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: Broward Metropolitan Planning Organization

This ALI covers the construction of the improvements along SR7 extending north and south, and on Hollywood Boulevard extending east and west of the intersection. Improvements will include bus shelters, pedestrian-scale lighting, pedestrian and bicycle connections to the neighborhoods, and other transit passenger amenities, in coordination with other planned investments such as FDOT's linear park on the east side of SR7 north of Hollywood Boulevard.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The total application costs are as follows:

Federal: \$1,000,000 (Breakdown below)  
\$1,000,000 from FM 433429-2

TDC: \$250,000 (Breakdown below)  
\$250,000 from FM 433429-2

The following documents are attached to the application:

LRTP (7106-2016-3-P1 - Program Plan - Long Range Plan.pdf) - this document is applicable to all project activity line items.

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FHWA Form 1576 / Transfer (signed) - This document applies to all project line items.

TDC FM 433429-2 ( 1TRC FM 433429-2 \$250,000.pdf) – This TDC refers to the following project(s); Hollywood/SR7 Mobility Hub Capital Improvements

Section 106 Grantee Checklist - Hollywood Mobility Hub - (Sec 106 Grantee Checklist\_External-Hollywood Mobility Hub.pdf)

Hollywood NEPA Pre-Questionnaire Document - (Hollywood NEPA Document Final.pdf)

Categorical Exclusion #C5 Email - (RE\_ BMPO - Grant #7106-2019-1 - environmental considerations.pdf)

STIP FY 2010 - (2019-1101\_FDOT STIP Documentation.pdf) - This STIP is for Hollywood/SR7 Mobility Hub Capital Improvements.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

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

Review Decision: DOL Concur - Certified

Original Certification Date: 2/7/2020

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:

Yvette Taylor

Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: yvette.taylor@dot.gov

Award Date: 2/12/2020

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and

## **FEDERALLY REQUIRED CLAUSES FOR FTA FUNDED CONTRACTS AND SUB-AGREEMENTS**

The resulting Contract will be funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). Consequentially, the following FTA and Federally-mandated provisions, as applicable, will be incorporated into the resulting Contract. Municipality and any subsequent Consultant(s) acknowledge and agree to comply with the applicable provisions in this Section. Italicized language indicates clauses, which require drafting specific to each agreement's needs.

### **1) Contract Provisions 2 C.F.R. §200. 326**

The Purchaser's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **2) Remedies 2 C.F.R. Part 200, Appendix II, ¶ A**

*[Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.]*

### **3) No Federal Government Obligations to Third Parties**

- a) Municipality and Consultant acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the Municipality, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- b) The Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

### **4) False or Fraudulent Statements or Claims- Civil and Criminal Fraud. 31 U.S.C. Chap. 38**

- a) The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations,” Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be

**6) Changes to Federal Requirements 49 CFR Part 18**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between the FTA Recipient and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

**7) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B**

*[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].*

**8) Civil Rights**

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

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or

sex in the award and performance of DOT/ FTA assisted contracts. The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Purchaser. The Contractor must promptly notify the Purchaser, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Purchaser.

**10) Incorporation of FTA Terms FTA Circular 4220.1F**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the Municipality that would cause the FTA Recipient and/or the Purchaser or the Municipality to be in violation of the FTA terms and conditions.

**11) Debarment and Suspension 2 C.F.R. §200.213**

The Contractor certifies that neither it nor its "principals" [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**12) Buy America 49 CFR Part 661**

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.



required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

**15) Clean Air Act 2 C.F.R. Part 200, Appendix II, ¶ G**

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

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

**16) Federal Water Pollution Control Act 2 C.F.R. Part 200, Appendix II, ¶ G**

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

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

**17) Cargo Preference 46 CFR Part 381**

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. (A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (iv) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

- (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (iv) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- (C) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**20) Contract Work Hours and Safety Standards Act. 2 C.F.R. Part 200, Appendix II,**  
**¶E**

- a) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c) Withholding for unpaid wages and liquidated damages – the FTA Recipient and/or the Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
  
- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
  
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**24) Charter Service Operations 49 CFR Part 604**

- b) General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Contract for the Project:
1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government and the BMPO, unless the Federal Government has previously released or approved the release of such data to the public.
  2. The restrictions on publication of Paragraph 18.b(1) of the Master Agreement, however, do not apply to a Grant Agreement or Contract with an institution of higher learning.
- c) Federal Rights in Data and Copyrights. The Contractor agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in the Subsection 18.c of the Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:
1. Any subject data developed under the Grant Agreement or Contract for the Project, or under a subcontract, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Contract for the Project, whether or not a copyright has been obtained; and
  2. Any rights of copyright to which a Contractor, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.
- d) Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Contractor of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**30) Conformance with ITS National Architecture 23 USC Section 517 (d); 23 CFR Part 655 and 940**

To the extent applicable BMPO, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

**31) ADA Access**

49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Design and Construction Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

**32) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F**

- (A) A complete, adequate, and realistic specification or purchase description is *available*;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

2 If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

1. Proposals must be solicited from an adequate number of qualified sources;



- b) Information about this requirement, along with the list of EPA- designate items, is available through the EPA.

**35) Contract Cost and Price 2 C.F.R. §200.323**

- a) The Purchaser must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Purchaser must make independent estimates before receiving bids or proposals.
- b) The Purchaser must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Purchaser under Subpart E—Cost Principles of this part. The Purchaser may reference its own cost principles that comply with the Federal cost principles.
- d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**36) Prompt Payment 49 CFR § 26.29**

- a) Purchaser requires that all subcontractors performing work on DOT/ FTA - assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.
- b) In accordance with 49 CFR § 26.29, the Purchaser established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Purchaser.
- c) Purchaser ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Purchaser has selected the following method to comply with this requirement: [*Municipality selects one of the following options*]

5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c) The Purchaser is exempt from the pre-procurement review in paragraph (b) of this section if the FTA or FTA Recipient determines that its procurement systems comply with the standards of this part.
1. The Purchaser may request that its procurement system be reviewed by the FTA or FTA Recipient to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
  2. The Purchaser may self-certify its procurement system. Such self-certification must not limit the FTA's right to survey the system. Under a self-certification procedure, the FTA may rely on written assurances from the Purchaser that it is complying with these standards. The Purchaser must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**38) Compliance with Federal Law Regulations, and Executive Orders**

This is an acknowledgement that FTA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FTA policies, procedures, and directives.

within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office.

*[FHWA- funded contracts for highway construction projects, except for design-build projects where applicability will be determined on a project-by-project basis, must equitably address site conditions, suspensions of work ordered by the State, and material changes in the scope of work specified in the contract.]*

**5) USDOL OFCCP Notice of Requirement for Affirmative Action 41 CFR 60-4.2(d)**

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)1. THE OFFEROR'S OR BIDDER'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN.2. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

<b>TIME- TABLES</b>	<b>GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
	INSERT GOALS FOR EACH YEAR	INSERT GOALS FOR EACH YEAR.

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED. WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST

QUARTERLY FEDERAL TAX RETURN, U.S. TREASURY  
DEPARTMENT FORM 941.

4. "MINORITY" INCLUDES:

- (A) BLACK (ALL PERSONS HAVING ORIGINS IN ANY OF THE BLACK AFRICAN RACIAL GROUPS NOT OF HISPANIC ORIGIN);
  - (B) HISPANIC (ALL PERSONS OF MEXICAN, PUERTO RICAN, CUBAN, CENTRAL OR SOUTH AMERICAN OR OTHER SPANISH CULTURE OR ORIGIN, REGARDLESS OF RACE);
  - (C) ASIAN AND PACIFIC ISLANDER (ALL PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHEAST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS); AND
  - (D) AMERICAN INDIAN OR ALASKAN NATIVE (ALL PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA AND MAINTAINING IDENTIFIABLE TRIBAL AFFILIATIONS THROUGH MEMBERSHIP AND PARTICIPATION OR COMMUNITY IDENTIFICATION).
- b) WHENEVER THE CONTRACTOR, OR ANY SUBCONTRACTOR AT ANY TIER, SUBCONTRACTS A PORTION OF THE WORK INVOLVING ANY CONSTRUCTION TRADE, IT SHALL PHYSICALLY INCLUDE IN EACH SUBCONTRACT IN EXCESS OF \$10,000 THE PROVISIONS OF THESE SPECIFICATIONS AND THE NOTICE WHICH CONTAINS THE APPLICABLE GOALS FOR MINORITY AND FEMALE PARTICIPATION AND WHICH IS SET FORTH IN THE SOLICITATIONS FROM WHICH THIS CONTRACT RESULTED.
- c) IF THE CONTRACTOR IS PARTICIPATING (PURSUANT TO 41 CFR 60-4.5) IN A HOMETOWN PLAN APPROVED BY THE U.S. DEPARTMENT OF LABOR IN THE COVERED AREA EITHER INDIVIDUALLY OR THROUGH AN ASSOCIATION, ITS AFFIRMATIVE ACTION OBLIGATIONS ON ALL WORK IN THE PLAN AREA (INCLUDING GOALS AND TIMETABLES) SHALL BE IN ACCORDANCE WITH THAT PLAN FOR THOSE TRADES WHICH HAVE UNIONS PARTICIPATING IN THE PLAN. CONTRACTORS MUST BE ABLE TO DEMONSTRATE THEIR PARTICIPATION IN AND COMPLIANCE WITH THE PROVISIONS OF ANY SUCH HOMETOWN PLAN. EACH CONTRACTOR OR SUBCONTRACTOR PARTICIPATING IN AN APPROVED PLAN IS INDIVIDUALLY REQUIRED TO COMPLY WITH ITS OBLIGATIONS UNDER THE EEO CLAUSE, AND TO MAKE A GOOD FAITH EFFORT TO ACHIEVE EACH GOAL UNDER THE PLAN IN EACH

TRAINING PROGRAMS APPROVED BY THE U.S. DEPARTMENT OF LABOR.

- g) THE CONTRACTOR SHALL TAKE SPECIFIC AFFIRMATIVE ACTIONS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. THE EVALUATION OF THE CONTRACTOR'S COMPLIANCE WITH THESE SPECIFICATIONS SHALL BE BASED UPON ITS EFFORT TO ACHIEVE MAXIMUM RESULTS FROM ITS ACTIONS. THE CONTRACTOR SHALL DOCUMENT THESE EFFORTS FULLY, AND SHALL IMPLEMENT AFFIRMATIVE ACTION STEPS AT LEAST AS EXTENSIVE AS THE FOLLOWING:
1. ENSURE AND MAINTAIN A WORKING ENVIRONMENT FREE OF HARASSMENT, INTIMIDATION, AND COERCION AT ALL SITES, AND IN ALL FACILITIES AT WHICH THE CONTRACTOR'S EMPLOYEES ARE ASSIGNED TO WORK. THE CONTRACTOR, WHERE POSSIBLE, WILL ASSIGN TWO OR MORE WOMEN TO EACH CONSTRUCTION PROJECT. THE CONTRACTOR SHALL SPECIFICALLY ENSURE THAT ALL FOREMEN, SUPERINTENDENTS, AND OTHER ON-SITE SUPERVISORY PERSONNEL ARE AWARE OF AND CARRY OUT THE CONTRACTOR'S OBLIGATION TO MAINTAIN SUCH A WORKING ENVIRONMENT, WITH SPECIFIC ATTENTION TO MINORITY OR FEMALE INDIVIDUALS WORKING AT SUCH SITES OR IN SUCH FACILITIES.
  2. ESTABLISH AND MAINTAIN A CURRENT LIST OF MINORITY AND FEMALE RECRUITMENT SOURCES, PROVIDE WRITTEN NOTIFICATION TO MINORITY AND FEMALE RECRUITMENT SOURCES AND TO COMMUNITY ORGANIZATIONS WHEN THE CONTRACTOR OR ITS UNIONS HAVE EMPLOYMENT OPPORTUNITIES AVAILABLE, AND MAINTAIN A RECORD OF THE ORGANIZATIONS' RESPONSES.
  3. MAINTAIN A CURRENT FILE OF THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF EACH MINORITY AND FEMALE OFF-THE-STREET APPLICANT AND MINORITY OR FEMALE REFERRAL FROM A UNION, A RECRUITMENT SOURCE OR COMMUNITY ORGANIZATION AND OF WHAT ACTION WAS TAKEN WITH RESPECT TO EACH SUCH INDIVIDUAL. IF SUCH INDIVIDUAL WAS SENT TO THE UNION HIRING HALL FOR REFERRAL AND WAS NOT REFERRED BACK TO THE CONTRACTOR BY THE UNION OR, IF REFERRED, NOT EMPLOYED BY THE CONTRACTOR, THIS SHALL BE DOCUMENTED IN THE FILE WITH THE REASON THEREFOR, ALONG WITH WHATEVER ADDITIONAL ACTIONS THE CONTRACTOR MAY HAVE TAKEN.

SUBJECT MATTER DISCUSSED, AND DISPOSITION OF THE  
SUBJECT MATTER.

8. DISSEMINATE THE CONTRACTOR'S EEO POLICY EXTERNALLY BY INCLUDING IT IN ANY ADVERTISING IN THE NEWS MEDIA, SPECIFICALLY INCLUDING MINORITY AND FEMALE NEWS MEDIA, AND PROVIDING WRITTEN NOTIFICATION TO AND DISCUSSING THE CONTRACTOR'S EEO POLICY WITH OTHER CONTRACTORS AND SUBCONTRACTORS WITH WHOM THE CONTRACTOR DOES OR ANTICIPATES DOING BUSINESS.
9. DIRECT ITS RECRUITMENT EFFORTS, BOTH ORAL AND WRITTEN, TO MINORITY, FEMALE AND COMMUNITY ORGANIZATIONS, TO SCHOOLS WITH MINORITY AND FEMALE STUDENTS AND TO MINORITY AND FEMALE RECRUITMENT AND TRAINING ORGANIZATIONS SERVING THE CONTRACTOR'S RECRUITMENT AREA AND EMPLOYMENT NEEDS. NOT LATER THAN ONE MONTH PRIOR TO THE DATE FOR THE ACCEPTANCE OF APPLICATIONS FOR APPRENTICESHIP OR OTHER TRAINING BY ANY RECRUITMENT SOURCE, THE CONTRACTOR SHALL SEND WRITTEN NOTIFICATION TO ORGANIZATIONS SUCH AS THE ABOVE, DESCRIBING THE OPENINGS, SCREENING PROCEDURES, AND TESTS TO BE USED IN THE SELECTION PROCESS.
10. ENCOURAGE PRESENT MINORITY AND FEMALE EMPLOYEES TO RECRUIT OTHER MINORITY PERSONS AND WOMEN AND, WHERE REASONABLE, PROVIDE AFTER SCHOOL, SUMMER AND VACATION EMPLOYMENT TO MINORITY AND FEMALE YOUTH BOTH ON THE SITE AND IN OTHER AREAS OF A CONTRACTOR'S WORK FORCE.
11. VALIDATE ALL TESTS AND OTHER SELECTION REQUIREMENTS WHERE THERE IS AN OBLIGATION TO DO SO UNDER 41 CFR PART 60-3.
12. CONDUCT, AT LEAST ANNUALLY, AN INVENTORY AND EVALUATION AT LEAST OF ALL MINORITY AND FEMALE PERSONNEL FOR PROMOTIONAL OPPORTUNITIES AND ENCOURAGE THESE EMPLOYEES TO SEEK OR TO PREPARE FOR, THROUGH APPROPRIATE TRAINING, ETC., SUCH OPPORTUNITIES.
13. ENSURE THAT SENIORITY PRACTICES, JOB CLASSIFICATIONS, WORK ASSIGNMENTS AND OTHER PERSONNEL PRACTICES, DO NOT HAVE A DISCRIMINATORY EFFECT BY CONTINUALLY

HOWEVER, IS REQUIRED TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY AND TO TAKE AFFIRMATIVE ACTION FOR ALL MINORITY GROUPS, BOTH MALE AND FEMALE, AND ALL WOMEN, BOTH MINORITY AND NON-MINORITY. CONSEQUENTLY, THE CONTRACTOR MAY BE IN VIOLATION OF THE EXECUTIVE ORDER IF A PARTICULAR GROUP IS EMPLOYED IN A SUBSTANTIALLY DISPARATE MANNER (FOR EXAMPLE, EVEN THOUGH THE CONTRACTOR HAS ACHIEVED ITS GOALS FOR WOMEN GENERALLY, THE CONTRACTOR MAY BE IN VIOLATION OF THE EXECUTIVE ORDER IF A SPECIFIC MINORITY GROUP OF WOMEN IS UNDERUTILIZED).

- j) THE CONTRACTOR SHALL NOT USE THE GOALS AND TIMETABLES OR AFFIRMATIVE ACTION STANDARDS TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN.
- k) THE CONTRACTOR SHALL NOT ENTER INTO ANY SUBCONTRACT WITH ANY PERSON OR FIRM DEBARRED FROM GOVERNMENT CONTRACTS PURSUANT TO EXECUTIVE ORDER 11246.
- l) THE CONTRACTOR SHALL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THESE SPECIFICATIONS AND OF THE EQUAL OPPORTUNITY CLAUSE, INCLUDING SUSPENSION, TERMINATION AND CANCELLATION OF EXISTING SUBCONTRACTS AS MAY BE IMPOSED OR ORDERED PURSUANT TO EXECUTIVE ORDER 11246, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS, BY THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS. ANY CONTRACTOR WHO FAILS TO CARRY OUT SUCH SANCTIONS AND PENALTIES SHALL BE IN VIOLATION OF THESE SPECIFICATIONS AND EXECUTIVE ORDER 11246, AS AMENDED.
- m) THE CONTRACTOR, IN FULFILLING ITS OBLIGATIONS UNDER THESE SPECIFICATIONS, SHALL IMPLEMENT SPECIFIC AFFIRMATIVE ACTION STEPS, AT LEAST AS EXTENSIVE AS THOSE STANDARDS PRESCRIBED IN PARAGRAPH 7 OF THESE SPECIFICATIONS, SO AS TO ACHIEVE MAXIMUM RESULTS FROM ITS EFFORTS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. IF THE CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF THE EXECUTIVE ORDER, THE IMPLEMENTING REGULATIONS, OR THESE SPECIFICATIONS, THE DIRECTOR SHALL PROCEED IN ACCORDANCE WITH 41 CFR 60-4.8.
- n) THE CONTRACTOR SHALL DESIGNATE A RESPONSIBLE OFFICIAL TO MONITOR ALL EMPLOYMENT RELATED ACTIVITY TO ENSURE THAT THE COMPANY EEO POLICY IS BEING CARRIED OUT, TO SUBMIT REPORTS RELATING TO THE PROVISIONS HEREOF AS MAY BE



maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT/ FHWA assisted contracts. The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Purchaser. The Contractor must promptly notify the Purchaser, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Purchaser.

**8) FHWA Non-Collusion Statement 23 USC 112(c); 23 CFR 635.112(f)**

EACH BIDDER SHALL FILE A STATEMENT EXECUTED BY, OR ON BEHALF OF THE PERSON, FIRM, ASSOCIATION, OR CORPORATION SUBMITTING THE BID CERTIFYING THAT SUCH PERSON, FIRM, ASSOCIATION, OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION, IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMITTED BID. FAILURE TO SUBMIT THE EXECUTED STATEMENT AS PART OF THE BIDDING DOCUMENTS WILL MAKE THE BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

**9) Sanctions and Penalties for Breach of Contract 2 CFR Part 200, Appendix II(A)**

*[All contracts in excess of \$150,000 shall contain provisions or conditions which will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.]*

**10) Termination for Cause and Convenience 2 C.F.R. Part 200, Appendix II, ¶ B**

*[All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement].*

**11) Rights to Inventions Made Under a Contract or Agreement 2 C.F.R. Part 200, Appendix II, ¶ F**



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



## **Exhibit B- Financial Report Form**

- Exhibit B- Financial Reporting Form
- Exhibit B-1 Financial Reporting Form-DBE Reporting 1
- Exhibit B-2 Financial Reporting Form- DBE Reporting 2

**VENDOR NAME/LOGO**

Address  
City, State, Zip  
Tel #

**INVOICE****BILL TO:**

Broward Metropolitan Planning Organization  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309  
954-876-0033

Invoice Date: 4/1/2020  
Invoice No.: 1

Attn: **BMPO Accounts Payable/MPO Project Manager**

Project Name/Description: \_\_\_\_\_

Service Period			Contract Number	Contract Execution Date	Contract End Date
December 12, 2015	-	December 31, 2015	RFP-02	6/30/2014	6/30/2015

Task No.	Task Name	Budgeted Amount	Cumm total % of task prev billed	% of Task complete this period	YTD % of Task complete	Complete	Previously Billed	Billed this period	Remaining Budget
1.	Title A	\$ 1,000.00	0.0%	12.0%	12.0%		\$ -	\$ 120.00	\$ 880.00
2.	Title B	\$ 2,000.00	0.0%	6.0%	6.0%		\$ -	\$ 120.00	\$ 1,880.00
3.	Title C	\$ 3,000.00	0.0%	4.0%	4.0%		\$ -	\$ 120.00	\$ 2,880.00
4.	Title D	\$ 4,000.00	0.0%	3.0%	3.0%		\$ -	\$ 120.00	\$ 3,880.00
5.	Title E	\$ 5,000.00	0.0%	2.4%	2.4%		\$ -	\$ 120.00	\$ 4,880.00
6.	Title F	\$ 6,000.00	0.0%	2.0%	2.0%		\$ -	\$ 120.00	\$ 5,880.00
7.	Title G	\$ 7,000.00	0.0%	1.7%	1.7%		\$ -	\$ 120.00	\$ 6,880.00
8.	Title H	\$ 8,000.00	0.0%	1.5%	1.5%		\$ -	\$ 120.00	\$ 7,880.00
9.	Title I	\$ 9,000.00	0.0%	1.3%	1.3%		\$ -	\$ 120.00	\$ 8,880.00
10.	Title J	\$ 10,000.00	0.0%	1.2%	1.2%		\$ -	\$ 120.00	\$ 9,880.00
11.	Title K	\$ 11,000.00	0.0%	1.1%	1.1%		\$ -	\$ 120.00	\$ 10,880.00
12.	Title L	\$ 12,000.00	0.0%	1.0%	1.0%		\$ -	\$ 120.00	\$ 11,880.00
13.	Title M	\$ 13,000.00	0.0%	0.9%	0.9%		\$ -	\$ 120.00	\$ 12,880.00
14.	Title N	\$ 14,000.00	0.0%	0.9%	0.9%		\$ -	\$ 120.00	\$ 13,880.00
15.	Title O	\$ 15,000.00	0.0%	0.8%	0.8%		\$ -	\$ 120.00	\$ 14,880.00

**VENDOR NAME/LOGO**

Address  
City, State, Zip  
Tel #

**DBE REPORTING**

Service Period 12/12/15 - 12/31/15

DBE Contract Amt: **\$ 36,000.00**

DBE Firm A:	<u>Company Name A</u>	DBE Firm A Amount Allocated:	\$ 10,000.00
DBE Firm B:	<u>Company Name B</u>	DBE Firm B Amount Allocated:	\$ 2,500.00
DBE Firm C:	<u>Company Name C</u>	DBE Firm C Amount Allocated:	\$ 2,000.00
DBE Firm D:	<u>Company Name D</u>	DBE Firm D Amount Allocated:	\$ 1,000.00
DBE Firm E:	<u>Company Name E</u>	DBE Firm E Amount Allocated:	\$ 5,000.00
DBE Firm F:	<u>Company Name F</u>	DBE Firm F Amount Allocated:	\$ 5,000.00
DBE Firm G:	<u>Company Name G</u>	DBE Firm G Amount Allocated:	\$ 10,500.00
DBE Firm H:	<u>Company Name H</u>	DBE Firm H Amount Allocated:	\$ 3,000.00
DBE Firm I:	<u>Company Name I</u>	DBE Firm I Amount Allocated:	\$ 4,000.00
DBE Firm J:	<u>Company Name J</u>	DBE Firm J Amount Allocated:	\$ 6,000.00
			<b>\$ 49,000.00</b>

DBE Firm	Amt Allocated	DBE Prev Billed	DBE Billed this period	YTD DBE Billed	DBE Remaining	Cummulative total % of DBE prev billed	% DBE this period	% YTD DBE
Company Name A	\$ 10,000.00	\$ 1,000.00	\$ 50.00	\$ 1,050.00	\$ 8,950.00	10.0%	0.5%	10.5%
Company Name B	\$ 2,500.00	\$ 50.00	\$ 60.00	\$ 110.00	\$ 2,390.00	2.0%	2.4%	4.4%
Company Name C	\$ 2,000.00	\$ 50.00	\$ 70.00	\$ 120.00	\$ 1,880.00	2.5%	3.5%	6.0%
Company Name D	\$ 1,000.00	\$ 50.00	\$ 80.00	\$ 130.00	\$ 870.00	5.0%	8.0%	13.0%
Company Name E	\$ 5,000.00	\$ 50.00	\$ 90.00	\$ 140.00	\$ 4,860.00	1.0%	1.8%	2.8%
Company Name F	\$ 5,000.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 4,850.00	1.0%	2.0%	3.0%
Company Name G	\$ 10,500.00	\$ 50.00	\$ 110.00	\$ 160.00	\$ 10,340.00	0.5%	1.0%	1.5%
Company Name H	\$ 3,000.00	\$ 50.00	\$ 115.00	\$ 165.00	\$ 2,835.00	1.7%	3.8%	5.5%
Company Name I	\$ 4,000.00	\$ 50.00	\$ 120.00	\$ 170.00	\$ 3,830.00	1.3%	3.0%	4.3%
Company Name J	\$ 6,000.00	\$ 50.00	\$ 125.00	\$ 175.00	\$ 5,825.00	0.8%	2.1%	2.9%
<b>Total</b>	<b>\$ 49,000.00</b>	<b>\$ 1,450.00</b>	<b>\$ 920.00</b>	<b>\$ 2,370.00</b>	<b>\$ 46,630.00</b>	<b>3.0%</b>	<b>1.9%</b>	<b>4.8%</b>

## DBE Subcontractor Report

Prime Contractor Name:	XYZ Corporation
Prime Contractor Tax ID:	28-5555555
Contractor Address:	1 Madison Avenue, #5, Islamorada, FL 33032
Contact Name:	Charlie Brown
Contact Title:	Senior Vice President
Contact Phone #:	(305) 555-5555
Contact Email:	jestevez@hntb.com
Project Title:	Broward County Mobility Hub
DBE Commitment:	\$39,150.00

Period: 12/12/15 to 12/31/15

[illegible]