

PACE MUNICIPAL VEHICLE PROGRAM AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200__ by and between Pace, the Suburban Bus Division of the RTA (hereinafter referred to as "Pace"), and _____ (hereinafter referred to as "Municipality") whose address is _____ . For the purposes of this contract, "Municipality" is defined as any City, Village, Township, County, Park District, unit of local government or a Municipality comprised of any of the above within the six-county jurisdiction of the Regional Transportation Authority.

WHEREAS, Pace is devoted to the provision of public transportation as an essential public purpose, important to the goals of improved access and mobility for the people of Northeastern Illinois, reduced traffic congestion and environmental hazards, and support for the Region's economy; and

WHEREAS, the Municipality has requested the use of public transportation vehicle(s) for certain public transportation purposes (described in Exhibit B attached hereto);

NOW, THEREFORE, the Parties agree as follows:

1. **Basic Rate/Funding**

Pace shall furnish _____ vehicle(s) to Municipality for its Service. At the end of each month of service, Pace shall send the Municipality an invoice for the following month's Service, payable within 30 days of receipt. At that time, Municipality shall pay Pace One Hundred Dollars (\$100.00) per month per vehicle. Pace has the right to change monthly fares when deemed appropriate by the Pace Board of Directors. Pace will provide the Municipality with thirty (30) day written notice prior to any change in monthly fares. Should the Municipality's monthly fare payment become two or more months in arrears, a late fee of \$25.00 per month per vehicle will be charged until the account is brought to current.

2. **Receipt of Vehicle(s) / Service to Disabled**

Acceptance of a non-lift equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue it's existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in it's sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

Municipality must comply in all respects to the federal requirement for comparable paratransit service. A demand responsive system shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use mobility aids, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the

following service characteristics:

1. Response time;
2. Fares;
3. Geographic area of service;
4. Hours and days of service;
5. Availability of information;
6. Reservations capability;
7. Any constraints on capacity or service availability;
8. Restrictions priorities based on trip purpose.

Municipality shall certify to Pace on The Monthly Municipal Vehicle Program Report that it is providing equivalent service to individuals with disabilities, including individuals who use mobility aids, in its demand responsive transportation services.

3. **Pass Through Funding Provisions**

Pace applied and received federal funds to purchase the equipment being used by municipality in this project. As a condition to receipt of these federal funds Pace agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2010 which can be found at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. Said Master Agreement is incorporated by reference into this Agreement as though fully set forth herein. As a condition to Municipality's use of federally funded equipment in the project, Municipality agrees to comply with all applicable Federal laws, regulations, and directives contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2010.

The Certifications and Assurances attached hereto and made a part hereof as Exhibit A, is a streamlined compilation from the Master Agreement of provisions covered by statutory or regulatory certification or assurance requirements. Not every provision of these certifications and assurances will apply to Municipality or this project. Page 1 of Exhibit A indicates applicable provisions for this project. To ensure compliance with the applicable terms of the Master Agreement, Municipality agrees to execute and submit to Pace page 2 of Exhibit A, **FEDERAL FISCAL YEAR 2010 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE.** Thereafter on an annual basis Municipality shall execute Certifications and Assurances to ensure that it continues to comply with all applicable provisions of the Master Agreement for the life of the project and the term of this Agreement.

Municipality understands and agrees that Federal laws, regulations, and directives applicable to this project and to Pace and the Municipality on the date on which the FTA authorized assistance for the project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which Pace executed the Grant Agreement for the project and the changed requirements will apply to the project, except to the extent that the FTA determines otherwise in writing.

4. **Security Deposit**

Municipality shall pay to Pace a security deposit in the amount of One Thousand Dollars (\$1,000.00) per vehicle prior to receipt of each vehicle. The deposit amount (without interest) shall be returned to Municipality upon return of the vehicle to Pace, provided the vehicle is returned in the same condition as when it was delivered to Municipality, ordinary wear and tear excepted. Any amounts due to Pace from Municipality may be deducted from the deposit amount.

5. **Vehicle Usage Requirement**

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

6. **Conditions and Restrictions on Use**

Municipality **shall not allow** the vehicle(s) to be used in the following manner:

- (a) For courier service, ambulance-type service, or the transportation of goods, to pull trailers, or allow the consumption of alcoholic beverages on the vehicle.
- (b) For personal use of any driver or other person.
- (c) Use or allow the vehicle to be used illegally or improperly for hire.
- (d) Remove the vehicle from the State of Illinois, unless written approval is obtained in advance from Pace (See Exhibit C).
- (e) Alter, mark or install equipment in or on the vehicle, unless written approval is obtained in advance from Pace (See Exhibit C).
- (f) Expose the vehicle to seizure, confiscation, forfeiture or other involuntary transfer.
- (g) For charter service.
- (h) For school bus service.
- (i) For non-transit use.
- (j) To transport groups of children under the age of eight (8).

Municipality shall ensure that the vehicle is locked at all times while parked and that the vehicle is parked while not in use, and overnight, in a secure, off-street location (preferably on Municipality's property or at public transportation centers). Municipality shall take appropriate steps towards the security of Pace's vehicle(s). Municipality shall notify Pace where the vehicles will be located/stored overnight. Municipality is responsible for all dispatch operations for the service.

7. **Drug and Alcohol Policy and Training Program**

Municipality shall have an adopted Drug and Alcohol Policy and Training Program in effect during the terms of this Agreement. The Drug and Alcohol Policy and Training Program must meet Federal Transit Administration (FTA) and Pace mandates pertaining to deterrence, provisions for drug and alcohol testing and methodology. A current copy of Municipality's

Drug and Alcohol Policy and Training Program must be provided to Pace.

8. **Drivers**

Municipality is responsible for providing its own drivers. Each Municipal Vehicle Program driver must be approved by Pace prior to operating a Pace vehicle. Drivers are not considered employees or agents of Pace or the RTA. Municipality may select its own employees to serve as drivers, including but not limited to bonded municipal drivers or municipal employees. Municipal Vehicle Program drivers must be selected on the basis of their qualifications, in accordance with Federal, State, and Local laws and regulations, and within the provisions of the established Pace Municipal Vehicle Program Driver Standards and Municipal Vehicle Program Operations Manual.

Municipality shall ensure that Pace vehicle(s) are operated only by Pace approved drivers that meet the established Pace Municipal Vehicle Program Driver Standards, including all federal, state and local standards. Municipality shall comply with driver and safety standards set forth in the Pace Municipal Vehicle Program Operations Manual. In addition, Municipality shall maintain a file on said drivers evidencing valid drivers license, valid U.S. DOT physical examination, drug and alcohol test results, a criminal background check, driver training, and Motor Vehicle Reports for the previous five (5) years and/or their entire driving history as necessary.

Municipality shall use its own established driver training program, and, shall provide documentation for said programs as to any of its drivers under this Agreement. Pace reserves the right to establish additional guidelines in regards to driver procedures and standards. Guidelines established in any bulletins or manuals are to be considered as part of this Agreement.

9. **Transportation Coordinator**

Municipality must designate an individual to serve as Pace's primary contact person on all matters relating to operation of the Pace vehicle(s) and to coordinate the Municipal Vehicle Program for the Municipality. This individual is required to attend and complete administrative training provided by Pace. Municipality will notify Pace immediately if this individual is replaced.

10. **Employees**

Compliance with Federal, State and Local Laws. Municipality agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Municipality also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act

of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

Employees. Municipality shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Municipality shall comply with all Federal and Pace requirements relating to drug and alcohol testing. Municipality shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with all Pace, Federal, and State driver and safety standards. Failure by Municipality or any Third Party Provider of Municipality to comply with said requirements shall constitute grounds for termination of this Agreement.

Employment Contracts and Labor Agreements. Municipality shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of any pending labor issues which may affect service.

11. **Records and Reports**

Municipality must designate an individual to serve as Pace's contact person on all matters relating to operation of the Pace vehicle. This individual must attend an orientation session with Pace staff regarding monthly reporting procedures prior to Municipality's receipt of vehicle. Municipality shall keep accurate and timely records on such forms as are provided by Pace. Municipality shall collect and forward these reports to Pace on such schedule as directed by Pace. These reports include, but are not limited to monthly reports and monthly ridership log for each vehicle, and driver information forms. Failure to comply with the reporting required herein shall be considered a breach of this Agreement and cause for immediate termination. A \$7.00 late fee may be charged for late or missed reports that are postmarked after the 5th of the month.

Municipality agrees to report the actual miles traveled in each vehicle per month on such forms as are provided by Pace. Municipality agrees to report revenues and expenses of operation on a monthly basis. In addition, Municipality agrees to complete the Ridership Log on a monthly basis.

Pace reserves the right to change the reporting requirements as necessary upon 30 days written notice to Municipality. Any reporting forms provided by Pace to the Municipality are to be considered as included with this Agreement.

12. **Accident Reporting**

Municipality agrees to comply with any accident reporting procedures as set forth by Pace. Serious accident/incidents which involve injuries requiring transport from the scene or requiring any vehicle to be towed from the scene or any other event of a serious nature, must be immediately reported to Pace. Any damage to Pace vehicle as the result of an accident will

be the responsibility of the Municipality, and any necessary repairs must be effected in a timely basis. Pace reserves the right to revise accident reporting procedures as necessary upon 30 days written notice to Municipality. Any accident reporting procedures or forms provided by Pace to the Municipality shall be considered to be part of this Agreement.

13. **Maintenance and Repairs**

Municipality acknowledges that a Pace designated vendor will provide fleet management services for Pace fleet vehicles utilized in the Municipal Vehicle Program. Municipality agrees to cooperate with the Pace designated vendor at all times and to abide by any rules promulgated by Pace and the Pace designated vendor with respect to fleet management services utilized in the Municipal Vehicle Program. Pace reserves the right to revise maintenance requirements and procedures as necessary.

Pace shall pay the costs of ordinary maintenance and repairs, provided Municipality adheres to Pace's inspection and maintenance schedule. Municipality shall be liable for all repair and maintenance costs resulting from its failure to adhere to the inspection and preventive maintenance schedule, or attributable to abuse of the vehicle or negligence in its maintenance.

Municipality shall ensure that drivers perform all maintenance, cleanings and servicing of the vehicles as per the schedule set forth in Pace's Municipal Vehicle Program Operations Manual and vehicle's owner manual; have the vehicle safety inspected semi-annually as required by law; obtain prior approval from the Pace Office or its designated agent for any expenditure in excess of \$50.00 per vehicle.

Municipality shall be responsible for the cost of all washing, detailing and storage of the vehicle as per the schedule set forth in Pace's Municipal Vehicle Program Operations Manual and to the extent necessary to maintain the vehicle in good and clean condition.

14. **Pace Equipment Provided; Inventory and Documentation**

Pace reserves the right to substitute a different vehicle at any time. Municipality agrees to comply with all Pace procedures for handling Pace Equipment. Municipality agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Municipality. Municipality shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession.

15. **Equipment Inspection**

Pace or its designee shall have the right from time to time to cause the equipment and maintenance records to be inspected during normal business hours by any person appointed by Pace. Municipality must comply with Illinois Department of Transportation safety inspection every six months. Upon receipt of documentation evidencing compliance with Illinois Department of Transportation safety inspection, Municipality shall furnish same to Pace within a reasonable time, not to exceed ten (10) days.

Should the above inspection find that the equipment has not been maintained in accordance with the terms and conditions of Section 13 of this Agreement, the inspector shall report all deficiencies noted to the Municipality. Municipality shall have thirty (30) days to correct the deficiencies noted. If not corrected, it shall constitute a breach of this Agreement and cause for immediate termination and repossession of any and all vehicles.

16. **Return of Vehicle**

Upon termination of the Agreement, Municipality shall return the vehicle to Pace in the same condition as when it was delivered, ordinary wear and tear excepted. Upon its delivery and return, Municipality and Pace shall inspect the vehicle and provide a report on its condition. The report shall be signed by both Pace and Municipality.

Any damage to the vehicle which is determined by Pace to be caused by Municipality's neglect of the vehicle will be the sole responsibility of Municipality, and Municipality shall compensate Pace for the cost of such repairs.

17. **Hold Harmless, Indemnification and Insurance**

Municipality, its officers, employees, agents and contractors agree:

(a) To waive, release and hold harmless Pace, its directors, officers, employees and agents, or any other transportation agency, from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the use of Pace Vehicles as provided in the Agreement by Municipality, its officers, employees, agents and contractors, **to the extent such claims, injuries, losses, or causes of action are attributable to Municipality, its officers, employees, agents and contractors.**

(b) To indemnify Pace, its directors, officers, employees and agents, and any other transportation agency, from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the use of Pace Vehicles by Municipality, its officers, employees, agents and contractors, to the extent such claims, injuries, losses, or causes of action are attributable to Municipality, its officers, employees, agents and contractors.

(c) To indemnify Pace, its directors, officers, employees and agents against any and all financial loss resulting from a violation of Pace requirements or misuse of Pace property, to the extent such claims, injuries, losses, or causes of action are attributable to Municipality, its officers, employees, agents and contractors. In the event of any resulting financial loss to Pace, Municipality agrees to be responsible for the full amount of the loss including but not limited to:

- The cost of reasonable and necessary repairs to the Pace vehicle, or the Actual Cash Value of the Pace vehicle whichever is less.
- Loss of use of the Pace vehicle.
- Loss of revenue.

- All unauthorized charges on the Pace provided credit card(s) assigned and issued to the Municipality.

Municipality and any of its officers, directors, employees, agents or contractors utilizing the Pace Vehicles agree to comply with the Municipal Participant Insurance Requirements in Exhibit D and shall each carry and keep in force commercial general and auto liability insurance covering the use of the Pace Vehicles in amounts not less than the following:

- (a) Commercial General Liability (including Broad Form Contractual):
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
 Combined Liability Limits of \$5,000,000.00
- (b) Auto Liability:
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
 Combined Liability Limits of \$5,000,000.00
- (c) Auto Physical Damage:
 - (1) Collision and Comprehensive
- (d) Worker's Compensation: Minimum statutory coverage.

If Municipality's current certificate of insurance does not meet the requirements stated above, Municipality must update their insurance to meet these requirements and resubmit the certificate of insurance to Pace for approval. Upon thirty (30) day written notice to the Municipality, Pace reserves the right to change minimum insurance requirements.

Insurance carried by Municipality and its contractors shall be primary over any other insurance carried by Pace, including self-insurance. The Suburban Bus Division of the Regional Transportation Authority, d/b/a Pace, and the Regional Transportation Authority shall be named as additional insureds on above policies. Insurance is to be provided by an insurance company which meets or exceeds Best's rating of A-VII. Before delivery of the equipment, Municipality shall present certificates of insurance satisfactory to Pace, showing Pace and RTA (as described herein) as additional insureds, including certificates from any of its contractors utilizing the Pace Vehicles. Municipality shall provide Pace with any new certificate of insurance upon renewal or if any information has changed.

18. **Equal Employment And Business Opportunity, Non-Discrimination**

Compliance With Federal, State and Local Laws. Municipality shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. " 621 et seq., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. " 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. " 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Equal Employment Opportunity. Municipality shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit A.

Failure to Comply. In the event Municipality's noncompliance with any provision set forth in Exhibit A or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 18 hereof, results in Municipality being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

Municipality shall comply with all applicable provisions of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

19. **Non-Discrimination**

Municipality understands and agrees that regardless of the primary purpose of the usage of the vehicle, that service provided must be open to the public (within the limits of schedule and space availability) and shall not be restricted to a particular group of individuals. The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. Municipality agrees to comply with all provisions of Affirmative Action, Equal Employment Opportunity and Disadvantaged Business Enterprises set forth in Exhibit A attached hereto.

20. **Audit and Record Keeping**

Municipality shall permit authorized representatives of Pace, the Federal Transit Administration (FTA), or its designees to inspect and audit all records and data associated with the operation of the Service. Municipality shall retain all records associated with the service for a period of five (5) years following expiration or termination of the service or such longer period of time for any pending audit, litigation or other claim.

21. **Entire Agreement**

This Agreement contains the full understanding between Pace and the Municipality. All prior Agreements, oral or written, are hereby expressly canceled.

22. **Amendments**

Pace reserves the right to make amendments by modifying and/or adding to any of the terms of this Agreement by providing the Municipality with thirty (30) days written notice.

24. **Third Party Providers Requirements**

“Third Party Providers” as used in this Agreement are any other parties who, pursuant to contract or agreement with Municipality, directly provide a significant part of the Transportation Services. All service provided by a Third Party Provider to a Municipality shall be competitively solicited at least once every five years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Municipality from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Municipality shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Vehicle Program Operations Manual as if the name of the Third Party Provider has been substituted for the name of the Municipality therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

25. **Terms**

This Agreement shall be effective as of the day of its signing and shall continue in force until one of the parties gives the other party written notice thirty (30) days in advance of the desired termination date. Either party may terminate this Agreement, with the required written notice thirty (30) days in advance of the desired termination date, without cause or reason. Pace may terminate the Agreement upon five (5) days notice in the event of failure by the Municipality to correct any safety or accident reporting violations or for failure of Municipality to pay Pace amounts due on a timely basis. If upon termination or directed to return the vehicle to Pace, Municipality fails to return the vehicle to Pace, Municipality will permit Pace, without demand, legal process, or a breach of the peace, to enter any premises under the contract of Municipality where the vehicles are located and to take possession of and remove the equipment. Municipality shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. This Agreement may not be assigned by Municipality without the approval of Pace. All successors and assigned will be bound by the terms and conditions of this Agreement and must fully comply therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the MUNICIPALITY date indicated above by their duly-authorized representatives.

PACE

Signed: _____

Signed: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT A

**FEDERAL FISCAL YEAR 2010 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Municipality: _____

**The Municipality agrees to comply with the applicable provisions of the following selected
Categories:**

Category Description

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

FEDERAL FISCAL YEAR 2010 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

AFFIRMATION OF Municipality

Name of Municipality: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Municipality, I declare that the Municipality has duly authorized me to make these certifications and assurances and bind the Municipality's compliance, Thus, the Municipality agrees to comply with all Federal statutes, regulations, executive orders, and directives applicable to each application Pace makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2010.

FTA intends that the certifications and assurances the Municipality selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Pace seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2010.

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

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

Signature _____ Date: _____

Name _____

Authorized Representative of Municipality

AFFIRMATION OF Municipality's ATTORNEY

For (Name of Municipality): _____

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

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

Signature _____ Date: _____

Name _____

Attorney for Municipality

FEDERAL FISCAL YEAR 2010 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

In accordance with 49 U.S.C. 5323 (n) the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2010.

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

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

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA (13) for Federal Fiscal Year 2010 at the FTA website <http://www.fta.dot.gov/documents/13-Master.doc>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

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

01. FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this category “01.” Unless FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the

Applicant provides the following assurances by selecting Category “01.”

A. Assurance of Authority of the Applicant and Its Representative

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

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

B. Standard Assurances

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

C. Intergovernmental Review Assurance

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

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, ‘Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act,’ 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

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

the project property, whichever is longer, the Applicant assures that:

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.

(3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

(4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or PTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, ‘Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,’ at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

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

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

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper

- planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
- (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S.DOT regulations, "Nondiscrimination on the basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
 - (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in ally purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, 'Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,' 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, 'Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,' 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42

U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by ETA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;

(11) To the extent required by ETA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with ETA assistance, As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with PTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering

supervision at the construction site of any project supported with PTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by ETA or the state;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 Through 1465;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and

(k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(c)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws, regulations, and directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

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

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

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

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

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

governing procurements financed with FTA assistance.

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

04. PRIVATE PROVIDERS OF PUBLIC TRANSPORTATION

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

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

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

05. PUBLIC HEARING

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

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

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

06. ACQUISITION OF ROLLING STOCK

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

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

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

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

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

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

08. BUS TESTING

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

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

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

09. CHARTER SERVICE AGREEMENT

Please be advised that participants in the Municipal Vehicle Program are prohibited from

utilizing Pace vehicles in charter operation per the regulation cited below:

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

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.7, the Applicant agrees that it and each subrecipient, lessee, and third party contractor at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except 49 U.S.C. 5310 or 5317), or under 23 U.S.C. 133 or 142 only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands that:

- (1) The requirements of 49 CFR part 604 will apply to any charter service it or its subrecipients or third party contractors provide,
- (2) The definitions of 49 CFR part 604 will apply to this Charter Service Agreement, and
- (3) A violation of this Charter Service Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

10. SCHOOL TRANSPORTATION AGREEMENT

Please be advised that participants in the Municipal Vehicle Program are prohibited from utilizing Pace vehicles in school bus operation per the regulation cited below:

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

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

B. The Applicant understands that:

- (1) The requirements of 49 CFR part 605 will apply to any school transportation service it or its subrecipients or third party contractors provide,
- (2) The definitions of 49 CFR part 605 will apply to this School Transportation Agreement, and
- (3) A violation of this School Transportation Agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

11. DEMAND RESPONSIVE SERVICE

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

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

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

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

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

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Alternative Transportation in Parks and Public Lands Program is required to provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category “13.”

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

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that

provide or significantly contribute to the provision of one or more ITS user services as defined in the “National ITS Architecture” is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category “14.” An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant’s commitment to comply with applicable ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

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

A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, “the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a).” To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that ETA expressly determines otherwise in writing.

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If however a “Designated Recipient” as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications. Each Applicant is required by 49 U.S.C. 5307(d)(I)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Information about the Applicant’s intentions will be recorded in the “Security” tab page of the TEAM-Web “Project Information” window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web. FTA may not award Urbanized Area Formula assistance to any Applicant that has received

Transit Enhancement funds authorized by former 49 U.S.C. 5307(k)(I), unless a quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list for the urbanized area. Beginning this Federal fiscal year 2010, FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicants' quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects. FTA may not award assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

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

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

projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C.

5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

J. In compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

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

16. CLEAN FUELS GRANT PROGRAM

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

Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

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

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

for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)c1), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

J. The Applicant certifies that it will use only clean fuels to operate any vehicles financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308, and in particular that it will use only ultra-low sulfur diesel fuel to operate “clean diesel” buses financed with Federal assistance provided for the Clean Fuels Grant Program, 49 U.S.C. 5308.

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

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

A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:

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

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party

procurement requirements of 49 U.S.C. 5325;

(5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.

C. The private nonprofit subrecipients application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.

D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;

E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and

F. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program do not impose, as a pre-condition of award, explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established for an Indian tribe that that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1). Before FTA may award Nonurbanized Area Formula Program assistance to a State, the US Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before the Secretary or his or her designee can make those determinations, each State is requested to provide the following assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining

sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category “(18).”

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

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

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

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

A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the JARC Formula Grant Program, 49 U.S.C. 5316, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (7).In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S .C. 5316(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8). In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and

(9) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;

D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;

E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and

F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

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

A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

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

- (2) In compliance with 49 U.S.C. 5307(d)(1)(CB), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g), and if applicable by section 3012b(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project will have been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

21. ALTERNATIVE TRANSPORTATION IN PARKS AND PUBLIC LANDS PROGRAM

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

A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Alternative Transportation in Parks and Public Lands Program assistance to the extent the Federal

Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows;

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including safety and security aspects of that project;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c).

Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Alternative Transportation in Parks and Public Lands Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).

(7) In compliance with 49 U.S.C. 5307(d)(1)W, the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.

B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (O), the Applicant assures that it will:

(1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;

(2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and

(3) Consult with the appropriate Federal land management agency during the planning process.

22. INFRASTRUCTURE FINANCE PROJECTS

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance

assistance to the Applicant until the Applicant provides these certifications by selecting Category “22.”

A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including safety and security aspects of that program;
- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will ensure that elderly individuals and individuals with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6:
 - (I) will use competitive procurement (as defined or approved by the Secretary),
 - (2) will not use exclusionary or discriminatory specifications in its procurements,
 - (3) will comply with applicable Buy America laws, and
 - (4) will comply with the general provisions for PTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:
 - (1) has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake;
 - (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed;
 - (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant;
 - (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects;
 - (5) has ensured or will ensure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source;
 - (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and
 - (7) has made or will make the final list of projects available to the public;
- (7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:
 - 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);
 - 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and
 - 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more),

unless the Applicant has certified to PTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

23. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award assistance for the SIB Program to the State until the State provides these assurances by electing Category "23."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by

section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;

B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program; and

C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement.

D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and

B. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action.

EXHIBIT B

STATEMENT OF INTENDED USE

The Municipality plans to use the Vehicle obtained from Pace Suburban Bus Service in a manner that will reduce the number of motor vehicles on the road within it's corporate limits with a resultant reduction in exhaust emissions and ground water contaminants. The vehicle will be used to provide transportation to the general public or specific groups of the general public such as senior citizens, people with disabilities, and/or low income.

The Municipality will not use the Vehicle to transport groups of children under the age of eight (8). The municipality understands that the vehicles cannot be used for charter operation, to transport school children or be used for a commercial enterprise. The municipality is required to follow all rules and regulations pertaining to safety and drug and alcohol testing.

Pace will review monthly the vehicle utilization in terms of the program goals and stated contractual intended use. Pace reserves the right to terminate this Agreement, or substitute a more appropriate vehicle based on the vehicle utilization, in the event that the vehicle is not being used in a manner consistent with the program goals and stated contractual intended use.

Acceptance of a non-lift-equipped vehicle is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the vehicle contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the vehicle(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

EXHIBIT B-1

Intended Use of Pace Vehicle(s)

Type of service provided: _____

Service operated by: _____

Service area: _____

Service Days/Hours: _____

Estimated monthly mileage: _____

Estimated number of trips provided per month: _____

Trip reservation method: _____

One way fare: _____

Rider eligibility: _____

Holidays the service will not operate: _____

Describe existing service provided: _____

Describe back-up vehicle: _____

Describe any additional uses of the vehicle:

Modifications to the stated intended use, identified above, must be pre-approved by the Vanpool Office.

Signature

Date

Title

Municipality

FOR PACE VANPOOL OFFICE USE ONLY	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>
_____ Vanpool Department Manager	_____ Date

EXHIBIT C

REQUEST FOR "NON-STANDARD" USE

PLEASE CHECK & COMPLETE ANY OR ALL OF THE FOLLOWING ITEMS

PERMIT VEHICLE TO BE DRIVEN OUTSIDE THE STATE OF ILLINOIS:

Description of out-of-state trip planned:

Date or dates of out-of-state use: _____ Date Request Submitted: / /

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

**ALTER, MARK AND/OR INSTALL EQUIPMENT IN OR ON THE
VEHICLE:**

Description of Alteration, Mark and/or Installation requested:

Date for changes to be made: _____ Date Request Submitted: / /

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

EXHIBIT D

Municipal Vehicle Program Insurance Requirements

The Municipal Vehicle Participants shall provide and maintain insurance covering all claims arising out of the performance of this contract. All insurers must maintain a rating of **A-VII** or better by A. M. Best Company. All policies shall include a **30 day notice of cancellation** provision. **Please note the additional insurance requirements outlined on the following page(s). It is important to note that the “Additional Insured” wording shown on the following page must be shown on the Certificate of Insurance exactly as it appears in this document.** Minimum insurance requirements are those paragraphs below marked with an **x**:

- Workers Compensation and Employer's Liability Insurance** affording the following limits: **Coverage A-Statutory Benefits** and **Coverage B-Employer's Liability**-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Contractors not required by statute to obtain workers compensation insurance must demonstrate to Pace's satisfaction the financial capacity to indemnify Pace against claims from Contractor's employees.

- Workers Compensation Waiver of Subrogation**
The Municipal participant and its insurer shall agree to waive their rights to subrogate against Pace or the Regional Transportation Authority for an action/incident that may have caused or contributed to an employee injury. Evidence to Pace shall be provided with the issuance of a WC 00 03 13 endorsement.

- Commercial General Liability Insurance (Broad Form)** with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 Coverage Form with the following limits:

Each Occurrence-\$1,000,000
General Aggregate-\$2,000,000
Products/Completed Operations Aggregate-\$2,000,000
Personal & Advertising Injury-\$1,000,000
Medical Expense (Any one person)-\$5,000

- Business Automobile Insurance** with a **Combined Single Limit (CSL)** of not less than **\$1,000,000** per accident for bodily injury and property damage liability arising from owned, non-owned, and hired automobiles. Coverage provided shall be not less than that provided by the current ISO form CA 00 01 and contain **Symbol 1= Any “Auto”** for the definition of covered autos. The covered auto designation symbols on the Municipal Participant Auto policy shall also include **“8”-Hired Autos** and **“9”- Non-owned Autos**. **Uninsured Motorist** and **Underinsured Motorist** Coverage shall be included at the minimum coverage limits mandated by the State of Illinois.

- Umbrella Liability Insurance** affording limits of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate coverage. Such umbrella coverage shall contain the following policy provisions/endorsements: defense, investigation, and supplementary payments

“outside” or “in addition to” the policy limits, 30 day Notice of Cancellation, Definition of “Who is an insured” shall include “Any person or organization” that is an insured under any policy of underlying coverage. The Municipal participant must maintain the underlying insurance as scheduled during the entire contract term.

- Professional Liability Insurance or Engineers and Consultants Errors and Omissions Insurance** coverage with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- Garage Coverage** with coverage that meets or exceeds ISO CA 00 05 and Liability limits of at least \$1,000,000 each accident and \$1,000,000 aggregate. This policy should utilize Symbol 21=Any “Auto”. The physical damage coverage including comprehensive and collision should have covered auto Symbol 30=“Autos” left with you for service, repair, storage, or safekeeping. The vehicles should be insured at Actual Cash Value.
- Pollution Legal Liability Insurance (PLL) and/or Contractors Pollution Liability (CPL)** with coverage afforded for third-party claims including, but not limited to: bodily injury, property damage, and remediation expenses. Due to the variation in policy types, coverage afforded, and exclusions, Pace requires that a copy of the actual policy be provided to us for a complete review prior to acceptance of the insurance terms or exhibit that make up this agreement. The minimal liability limits required for this policy are \$1,000,000.
- Automobile Physical Damage** -with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground. The Physical Damage coverage limit (valuation) shall be based on the Actual Cash Value (ACV) of the vehicle(s). The Certificate of Insurance shall also name Pace Suburban Bus Service as the Loss Payee.

The Municipalities’ General Liability and Auto Liability insurance shall include the following Additional Insured/Additional Party language and endorsements:

- a. **The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as Additional Insured for “liability for ‘bodily injury’ ‘property damage’ and ‘personal injury’ caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: (a) in the performance of your ongoing operations; or (b) for claims brought on behalf of your employees, agents, or subcontractor and their employees.”**

In addition, Pace Suburban Bus Service shall be provided with **(1)** Blanket Additional Insured wording directly from the Municipal Participant’s General Liability insurance policy **or (2)** a completed CG 20 10 07 04 **or (3)** a CG 2026 Designated Organization endorsement naming Pace Suburban Bus Service as the designated organization. Through the issuance of

these endorsements, Pace shall receive coverage for “ongoing operations” and “completed operations”.

- b. The Municipal participant’s insurance must contain the standard **Separation of Insureds provision** or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

“Other Insurance” policy provision

The Municipal participant’s insurance coverage shall be primary, not contributory and the Certificate of Insurance shall contain language stating: **“This insurance is primary, not contributory, and not excess of any other insurance of Pace Suburban Bus Service.”**

Notice of Cancellation on all Policies

Pace Suburban Bus Service shall be notified in writing at least 30 days prior to a policy cancellation for all reasons except non-payment of premium. In the case of non-payment of premium, Pace Suburban Bus Service shall receive 10 business day’s advance written notification of policy cancellation. The cancellation clause shall delete “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives”.

Claims-Made Policy

Claims-made policies shall either have (a) No Retroactive date or (b) A Retroactive date no later than the first date Pace Suburban Bus Service entered into a contractual agreement with the Contractor, Vendor, or Supplier. The Certificate of Insurance must indicate the retroactive date for all claims-made policies evidenced.

Occurrence-Form Policy

A valid Certificate of Insurance for all periods of time during which a claim might occur shall be provided to Pace Suburban Bus Service.

Disclosure of a Deductible or Self-Insured Retention (SIR)

The Municipal participant shall disclose any deductible or Self-Insured Retention (SIR) under its General Liability, Automobile Liability, or Workers Compensation policy. Insurance may be provided under a plan of self-insurance, provided that the Municipal participant notifies Pace Suburban Bus Service of its intent to self-insure (or have a deductible equal to or in excess of \$50,000) and agrees that upon request, it shall deliver to Pace each year a copy of its annual report that is audited by an independent CPA including a copy of the most recent fiscal audit and/or actuarial report of financial condition of the entire joint self-insurance (pooling) program including, but not limited to: funding levels, reserving practices, and reinsurance placements.

Insurance Company Acceptability

The Insurance carriers insuring the Municipal participant shall have a current rating of not less than A- VII and must be lawfully authorized to do business in the State of Illinois.

Within 10 days of contract award and prior to delivery of Pace-Owned equipment, the insurance company, or its authorized representative, shall submit an insurance certificate that meets or exceed the requirements contained in this exhibit and provide Pace with thirty (30)

days prior written notice of material change, policy cancellation, or a 10 day notice of cancellation for non-payment of premium. This information shall be sent to:

Insurance Technician
Risk Management Department
Pace Suburban Bus Service
550 West Algonquin Road
Arlington Heights, IL 60005

Contractor's failure to carry or document required insurance shall constitute a breach of the contract. Any failure by Pace to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The Contractor shall require all subcontractors to carry the insurance required herein and comply with these requirements. Contractor expressly agrees that these insurance provisions in no way limit Contractor's responsibilities under other provisions of the Contract, including the hold harmless and indemnification clause. Contractor or Contractor's insurance agent shall, upon request by Pace, furnish a copy of the insurance policy addressed to the Purchasing Section Manager. The Contractor shall not commence work herein until he has obtained the required insurance and has received Pace's approval.