

1 **COOPERATIVE AGREEMENT NO. C-1-3115**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITY OF ANAHEIM**

6 **FOR**

7 **PROJECT DEVELOPMENT ACTIVITIES AND PRELIMINARY ENGINEERING OF THE**
8 **ANAHEIM RAPID CONNECTION FIXED GUIDEWAY PROJECT**

9 **THIS AGREEMENT** is effective this _____ day of _____ 2011, by and
10 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
11 Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to
12 as "AUTHORITY"), and the City of Anaheim, 200 South Anaheim Boulevard, Anaheim, California
13 92805, a municipal corporation (hereinafter referred to as "CITY") (mutually referred to herein as
14 "PARTIES" or each individually as a "PARTY."

15 **RECITALS:**

16 **WHEREAS**, AUTHORITY and the CITY entered into Cooperative Agreement
17 C-8-1156 on September 16, 2008, to define the specific terms and conditions, and roles and
18 responsibilities for completion of the Alternatives Analysis, conceptual engineering, detailed
19 planning, project management and state/federal environmental clearance for the Anaheim Rapid
20 Connection Project; and

21 **WHEREAS**, the AUTHORITY's Board of Directors on November 22, 2010 approved Project
22 "S" funding application and funding plan providing Fourteen Million Eight Hundred Twenty Eight
23 Thousand Dollars (\$14,828,000) of Section 5307 transit funds (80%) and One Million Eight Hundred
24 Fifty Three Thousand Five Hundred Dollars (\$1,853,500) or (10%) of Renewed Measure M
25 (hereinafter, referred to as "M2") Project S Funds for project development activities and the
26 Preliminary Engineering Phase (as defined in Project "S" application, received by the AUTHORITY

1 on October 8, 2010) for the Anaheim Rapid Connection Project; (hereinafter referred to as
2 "PROJECT"); and

3 WHEREAS, AUTHORITY and CITY entered into Cooperative Agreement C-1-2448 on March
4 14, 2011 to define the roles and responsibilities related to funding between the AUTHORITY and
5 CITY for the PROJECT; and

6 WHEREAS, on September 26, 2011, the AUTHORITY's Board of Directors approved that
7 the AUTHORITY will serve as the Federal Transit Administration Grantee for the PROJECT and that
8 the CITY will serve as the sub-recipient; and

9 WHEREAS, AUTHORITY and the CITY desire to amend and restate and enter into a new
10 amended and restated Cooperative Agreement that supersedes Cooperative Agreement C-1-2448
11 to define the roles and responsibilities related to funding between the AUTHORITY and CITY for the
12 PROJECT; and

13 WHEREAS, the AUTHORITY and the CITY agree that the terms and conditions of this
14 Agreement only apply to the project development and Preliminary Engineering, as that term is
15 defined by the Federal Transit Administration, and that if the Anaheim Rapid Connection Project
16 moves beyond the Preliminary Engineering Phase, the AUTHORITY and the CITY will be required to
17 enter into additional agreements addressing, at a minimum, the roles and responsibilities of the
18 AUTHORITY and the CITY during design and construction of the Anaheim Rapid Connection Project
19 and the roles and responsibilities of the AUTHORITY and the CITY relative to the operations and
20 maintenance of the Anaheim Rapid Connection Project after completion of construction; and

21 WHEREAS, the CITY has agreed to provide non federal funding in the amount of One Million
22 Eight Hundred Fifty Three Thousand Five Hundred Dollars (\$1,853,500) or (10%) as the required
23 local match for the PROJECT; and

24 WHEREAS, the AUTHORITY is the designated grant recipient for Federal Transit
25 Administration (FTA) Section 5307 funds and will reimburse CITY for eligible expenditures,
26 contingent upon funds being approved by FTA; and

1 **WHEREAS**, AUTHORITY and CITY agree CITY must fulfill M2 eligibility requirements prior
2 to release of M2 funds; and

3 **WHEREAS**, CITY and AUTHORITY agree that the total full funding for the PROJECT
4 including project development activities and Preliminary Engineering shall be Eighteen Million Five
5 Hundred Thirty Five Thousand Dollars (\$18,535,000) in accordance with **EXHIBIT A “FUNDING**
6 **PLAN”**, attached hereto and incorporated by reference; and

7 **WHEREAS**, under the direction of the AUTHORITY, the CITY agrees to be responsible for
8 project development and Preliminary Engineering Phases of said PROJECT; and

9 WHEREAS, AUTHORITY and CITY are mutually desirous of advancing PROJECT and will
10 work cooperatively to identify potential funding sources to continue that effort; and

11 **WHEREAS**, CITY agrees to fulfill M2 Comprehensive Transportation Funding Program
12 Guidelines and FTA funding compliance and reporting requirements; and

13 **WHEREAS**, CITY and AUTHORITY agree that if reimbursement procedures differ between
14 M2 Comprehensive Transportation Funding Program and FTA reimbursement procedures, FTA
15 reimbursement procedures shall take precedence; and

16 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions, and funding
17 responsibilities between AUTHORITY and CITY for completion of the PROJECT; and

18 **WHEREAS**, AUTHORITY Board of Directors approved this Cooperative Agreement on
19 _____.

20 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
21 follows:

22 **ARTICLE 1. COMPLETE AGREEMENT**

23 A. This Agreement, including any attachments incorporated herein and made applicable
24 by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of
25 this agreement between AUTHORITY and CITY and it supersedes all prior representations,
26 understandings, and communications. The invalidity in whole or in part of any term or condition of

1 this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The
2 above referenced Recitals are true and correct and are incorporated by reference herein.

3 B. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of any
4 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
5 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s),
6 and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any
7 portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed
8 in writing by an authorized representative of AUTHORITY by way of a written amendment to this
9 Agreement and issued in accordance with the provisions of this Agreement.

10 CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or
11 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to
12 such performance or to future performance of such term(s) or condition(s), and AUTHORITY's
13 obligation in respect thereto shall continue in full force and effect. Changes to any portion of this
14 Agreement shall not be binding upon CITY except when specifically confirmed in writing by an
15 authorized representative of CITY by way of a written amendment to this Agreement and issued in
16 accordance with the provisions of this Agreement.

17 **ARTICLE 2. SCOPE OF AGREEMENT**

18 This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the
19 subjects and projects addressed herein. Both AUTHORITY and CITY agree that each will cooperate
20 and coordinate with the other in all activities covered by this Agreement and any other supplemental
21 agreements that may be required to facilitate purposes thereof.

22 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

23 AUTHORITY agrees to the following responsibilities for PROJECT:

24 A. AUTHORITY shall formally request on behalf of the CITY that the Southern California
25 Association of Governments (SCAG) amend the Federal Transportation Improvement Program (FTIP)
26 to provide FTA funding to the PROJECT, whereby AUTHORITY's performance under this Agreement is

1 contingent upon SCAG and FTA approval.

2 B. AUTHORITY will perform oversight of the M2 and federal funds in compliance with M2
3 eligibility guidelines, Comprehensive Transportation Funding Program Guidelines and Federal Transit
4 Administration (FTA) funding requirements.

5 C. AUTHORITY shall remit to CITY within 30 days of receipt of an acceptable invoice, in
6 accordance with ARTICLE 9 REQUEST FOR REIMBURSEMENT and **EXHIBIT A “FUNDING**
7 **PLAN”**, reimbursement for development activities and preliminary engineering up to ninety (90%)
8 percent of eligible PROJECT costs. Such PROJECT costs shall not exceed the sum of Sixteen Million
9 Six Hundred Eighty One Thousand Five Hundred Dollars (\$16,681,500) and are subject to
10 authorization through the AUTHORITY’s annual budget process. AUTHORITY will not be obligated to
11 pay for any amount beyond what has been identified in this Article.

12 D. AUTHORITY shall process any required Federal Transportation Improvement Program
13 amendments and FTA grant agreements.

14 E. AUTHORITY shall review final drafts of, and the Chief Executive Officer of the
15 AUTHORITY, or his designee, shall approve PROJECT documents that CITY prepares, or causes to
16 be prepared related to the PROJECT, and provide comments and/or approval within 10 working days of
17 receipt of such documents.

18 F. AUTHORITY shall undertake the following activities:

- 19 a. Execute the annual FTA certifications and assurances.
- 20 b. Execute the annual FTA Compliance Self-Certification;
- 21 c. Notify beneficiaries of protection under Title VI;
- 22 d. Maintain a Title VI complaint procedure;
- 23 e. Provide meaningful access to limited-English persons (LEP), low-income and minority
24 persons.

25 **ARTICLE 4. RESPONSIBILITIES OF CITY**

26 CITY agrees to the following responsibilities for PROJECT:

1 A. CITY shall act as the lead agency for development activities and Preliminary
2 Engineering (PE) for the PROJECT.

3 B. Under the supervision, direction and approval of the AUTHORITY, CITY shall be
4 responsible for completing all PROJECT development activities as defined by FTA in **EXHIBIT F “NEW**
5 **STARTS PROJECT PLANNING AND DEVELOPMENT CHECKLIST OF PROJECT SPONSOR**
6 **SUBMITTALS TO FTA TO ENTER PRELIMINARY ENGINEERING (PE)”** and **EXHIBIT G “SMALL**
7 **STARTS/VERY SMALL STARTS REPORTING CHECKLIST”**, attached hereto and incorporated by
8 reference. Preliminary Engineering/Project Development checklist requirements vary depending upon if
9 the Anaheim Rapid Connection Project is eligible for New or Small Starts. A comparison of new starts
10 and small starts evaluation and rating is included in **EXHIBIT H “SIDE-BY-SIDE OF REQUIRED**
11 **INFORMATION FOR NEW STARTS/SMALL STARTS EVALUATION AND RATING”**. CITY and the
12 AUTHORITY are responsible for meeting the appropriate requirements once the appropriate federal
13 funding program is identified pending confirmation of the Anaheim Rapid Connection Project’s capital
14 cost.

15 C. CITY shall be responsible for completing the aforementioned development activities
16 prior to AUTHORITY requesting entry into Preliminary Engineering from FTA. In the event FTA does
17 not approve entry into PE, AUTHORITY is not obligated to reimburse CITY for any additional
18 PROJECT costs, related to Preliminary Engineering.

19 D. Upon FTA approval to enter into PE, under the direction of the AUTHORITY, CITY
20 shall be responsible for completing activities defined by FTA in **EXHIBIT I “NEW STARTS**
21 **PROJECT PLANNING AND DEVELOPMENT CHECKLIST OF PROJECT SPONSOR**
22 **SUBMITTALS TO FTA TO ENTER FINAL DESIGN (FD)”**, attached hereto and incorporated by
23 reference, before requesting entry into Final Design (FD).

24 E. Preliminary Engineering is defined by the Federal Transit Administration as
25 completion of 30-50% of the design drawings and specifications. At the conclusion of PE, as required
26 by the Federal Transit Administration, under the direction of the AUTHORITY, CITY shall complete all

1 documentation including, but not limited to documentation that defines any required right-of-way
2 acquisition, utility relocation, third party agreements and the preparation of final construction plans
3 (including construction management plans), detailed specifications, construction cost estimates, and bid
4 documents. Under direction of the AUTHORITY, CITY shall prepare the PROJECT's final financial plan.
5 CITY shall collect and analyze data needed to prepare the Before and After Study. Specifically, the PE
6 package shall include:

- 7 1. Final Environmental Documentation
- 8 2. Vehicle fleet procurement strategy
- 9 3. 30% design completion including:
 - 10 a. Complete alignment drawings
 - 11 b. Complete station location drawings
 - 12 c. 30% systems drawings including location of traction power substations
 - 13 d. Major utility relocation mitigation plan
 - 14 e. Real Estate parcel definition, Operations and Maintenance Facility

15 F. CITY shall conduct all procurement related activities for the PROJECT pursuant to
16 CITY's procurement policies and procedures and FTA requirements. If there is a conflict between
17 the CITY's procedures and the FTA procedures, the FTA procedures control.

18 G. CITY shall submit to AUTHORITY for review, comment and approval by the Chief
19 Executive Officer of the AUTHORITY or his designee all final documents relative to the procurement
20 process including, but not limited to, the Request For Proposals (RFP) and resulting agreement
21 between the CITY and the selected entity, or entities, that shall pertain to the PROJECT. At least one
22 AUTHORITY representative will serve on all procurement selection panels with a maximum of one
23 AUTHORITY representative for every three evaluation committee members.

24 H. CITY shall meet with AUTHORITY on a regular basis, not less than once a month, to
25 review PROJECT status and discuss any PROJECT issues.

26 I. CITY shall, in preparation for the required FTA Risk Assessment, actively participate in

1 a one-day workshop with the AUTHORITY to conduct a Preliminary Project Risk Assessment.

2 J. CITY shall be responsible for submitting quarterly reports as specified in **EXHIBIT E**
3 **“FTA 5307 QUARTERLY REPORT FORM”**, attached hereto and incorporated by reference, for the
4 PROJECT due on April 15, August 15, October 15 and January 15 of each year.

5 K. CITY shall be responsible for accepting and complying with all applicable FTA statutory,
6 regulatory and administrative requirements including, but not limited to, the sub-recipient monitoring
7 process **EXHIBIT J “OCTA PASS THROUGH GRANTEE ANNUAL FTA COMPLIANCE SELF**
8 **CERTIFICATION”** performed by the AUTHORITY and/or the AUTHORITY’s designee; and to comply
9 with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative
10 Agreements to State and Local Governments,” 49 C.F.R. Part 18. The CITY acknowledges that any
11 violation of a Federal requirement applicable to the CITY or this PROJECT may result in penalties
12 imposed by the FTA. The CITY agrees that failure to comply with any of the above-referenced
13 requirements may result in the withholding of funds by the AUTHORITY or the termination of this
14 Agreement.

15 L. CITY shall comply with all FTA third party procurement and contracting laws and
16 regulations and include **EXHIBIT B “REQUIRED FEDERAL CLAUSES”**, attached hereto and
17 incorporated by reference, in all third party contracts.

18 M. CITY agrees that M2 funding is subject to CITY meeting M2 eligibility requirements.

19 N. CITY shall be responsible for completing the PROJECT in accordance with **EXHIBIT A**
20 **“FUNDING PLAN”**, timely use of funds requirements, FTA guidelines, and any and all other
21 requirements of the federal, state, or local agency requirements for FTA Section 5307 Funding and M2
22 funding programs.

23 O. CITY shall be responsible for immediately notifying the AUTHORITY in writing of any
24 changes to the PROJECT schedule that would jeopardize funding of the PROJECT.

25 P. CITY agrees that the overall budget for this PROJECT is a not-to-exceed amount of
26 Eighteen Million Five Hundred Thirty Five Thousand Dollars (\$18,535,000) and, CITY shall be

1 responsible for any cost overruns.

2 Q. CITY shall contribute at least 10% of PROJECT costs as the required local
3 contribution of matching funds (other than Federal Funds), as specified in **EXHIBIT A “FUNDING
4 PLAN”**, toward the actual costs of PROJECT.

5 R. CITY shall maintain or acquire sufficient legal, technical, and managerial capacity to
6 plan, manage, and complete the PROJECT, to comply with the terms of this Agreement, the
7 approved PROJECT budget, and all applicable Federal laws, executive orders, regulations,
8 directives, and published policies governing the PROJECT.

9 S. CITY shall complete the Preliminary Engineering Phase of the PROJECT as set forth
10 in this AGREEMENT in a proper and timely manner.

11 **ARTICLE 5. IT IS MUTUALLY UNDERSTOOD AND AGREED**

12 All parties agree to the following mutual responsibilities regarding PROJECT:

13 A. The AUTHORITY shall review, provide input to, and approve all PROJECT
14 documents that are submitted to FTA.

15 B. AUTHORITY representative shall be an integral and on-going part of PROJECT
16 reviews. CITY acknowledges that the AUTHORITY has final approval authority.

17 C. The above on-going responsibilities entitle AUTHORITY, and any of their designated
18 consultants, the opportunity to: attend monthly coordination meetings, have final draft PROJECT
19 materials sent to them in a timely manner so as to be able to provide meaningful input, and have
20 iterative review and comment opportunity as warranted by the process.

21 **ARTICLE 6. DELEGATED AUTHORITY**

22 The actions required to be taken by CITY in the implementation of this Agreement are
23 delegated to its Public Works Director or her designee and the actions required to be taken by
24 AUTHORITY in the implementation of this Agreement are delegated to its Chief Executive Officer, or
25 his designee. The parties hereto agree that the Public Works Director for the CITY and the Chief
26 Executive Officer for the AUTHORITY, or his designee, shall be authorized to extend the Term of the

1 Agreement subject to the mutual agreement requirements of Article 12A.

2 **ARTICLE 7. AUDIT AND INSPECTION**

3 A. AUTHORITY and CITY shall maintain a complete set of records in accordance with
4 generally accepted accounting principles. Upon reasonable notice, AUTHORITY and CITY shall
5 permit each PARTY's authorized representatives to inspect and audit all work, materials, payroll,
6 books, accounts, and other data and records of the other PARTY for a period of four (4) years after
7 final payment, or until any on-going audit is completed. For purposes of audit, the date of
8 completion of this Agreement shall be the date of the AUTHORITY's final notice of project
9 completion. Each PARTY shall have the right to reproduce any such books, records, and accounts
10 of the other PARTY relative to PROJECT. The above provision with respect to audits shall extend to
11 and/or be included in contracts with CITY's contractors and subcontractors.

12 B. Upon request, the CITY agrees to permit the AUTHORITY, the U.S. Secretary of
13 Transportation, the Comptroller General of the United States, or their authorized representatives, to
14 inspect all PROJECT work, materials, payrolls, and other data, and to audit the books, records, and
15 accounts of the Recipient and its sub recipients pertaining to the PROJECT.

16 **ARTICLE 8. INDEMNIFICATION**

17 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
18 employees and agents from and against any and all claims (including attorney's fees and reasonable
19 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
20 worker's compensation subrogation claims, damage to or loss of use of property to the extent
21 caused by the negligent acts, omissions or willful misconduct by CITY, its officers, directors,
22 employees or agents in connection with or arising out of the performance of this Agreement.

23 B. AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,
24 employees and agents from and against any and all claims (including attorney's fees and reasonable
25 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
26 worker's compensation subrogation claims, damage to or loss of use of property to the extent

1 caused by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors,
2 employees or agents in connection with or arising out of the performance of this Agreement.

3 C. The indemnification and defense obligations of this Agreement shall survive its
4 expiration or termination.

5 **ARTICLE 9. REQUEST FOR REIMBURSEMENT**

6 A. CITY shall prepare and submit to AUTHORITY an invoice every 30 days as specified
7 in **EXHIBIT C, "INVOICE TEMPLATE"** and supporting documentation as specified in **EXHIBIT D,**
8 **"FTA FUNDING REIMBURSEMENT – REQUIRED SUPPORTING DOCUMENTS"** of this
9 Agreement, both of which are attached hereto and incorporated by reference. CITY's invoice shall
10 include allowable PROJECT costs incurred and paid for by CITY. The invoice submitted by CITY
11 shall be signed by an authorized agent who can duly certify the accuracy of the included information.
12 Advance payments by AUTHORITY are not allowed.

13 B. The invoice shall be submitted on CITY's letterhead.

14 C. The invoice shall be submitted by CITY and in duplicate to AUTHORITY's Accounts
15 Payable Office. Each invoice shall include the following information:

- 16 1. Agreement Number C-1-3115;
- 17 2. Support documentation for all expenses invoiced.
- 18 3. Adequate detail describing all work completed by phase as identified in
19 **EXHIBIT A, "FUNDING PLAN."**
- 20 4. Such other information as requested by AUTHORITY.

21 C. Eligible PROJECT costs are described in the Federal Grant and in the FTA
22 guidelines.

23 D. CITY shall consult with AUTHORITY's Project Manager for questions regarding non-
24 reimbursable expenses.

1 E. Total payments shall not exceed the Funding Amount specified in ARTICLE 3
2 RESPONSIBILITIES OF AUTHORITY, Paragraph C, above. No invoice shall be processed by
3 AUTHORITY after the Federal Grant termination date.

4 F. If any amounts paid to CITY are disallowed or not reimbursed by the FTA for any
5 reason, CITY shall remit to AUTHORITY the disallowed or non-reimbursed amount(s) within 30 days
6 from receipt of AUTHORITY's notice. All payments made by AUTHORITY hereunder are subject to
7 the audit provisions contained herein and within the Federal Grant.

8 **ARTICLE 10. AVAILABILITY OF FUNDS**

9 This Agreement will allow AUTHORITY to reimburse the CITY with Federal Funds from the
10 Federal Grant to CITY. The Federal Funds are subject to the terms and conditions of this
11 Agreement, the Federal Grant, and the applicable requirements of AUTHORITY and the FTA. This
12 Agreement neither implies nor obligates any funding commitment by AUTHORITY as specified in
13 **EXHIBIT A, "FUNDING PLAN"**. All funds are contingent upon federal appropriation, the FTA's
14 approval of a grant application; and for Preliminary Engineering funds, FTA's approval for the
15 PROJECT to enter into Preliminary Engineering. If a letter of No Prejudice is issued by the FTA,
16 CITY shall assume all the risk of spending the Local Match early on in the PROJECT.

17 **ARTICLE 11. REPORTING**

18 A. Types of Reports: The CITY agrees to submit to the AUTHORITY any reports that the
19 AUTHORITY is required to submit to FTA as required by FTA's administrative regulations for grants
20 and cooperative agreements and any other reports the Federal Government may require.

21 B. Format Requirements for Reports: The CITY agrees that all reports and other documents
22 or information intended for public availability developed in the course of the PROJECT and required
23 to be submitted to FTA must be prepared and submitted in electronic and or typewritten hard copy
24 formats as FTA may require.

25 C. Timing of Submittal of Reports: The CITY agrees that it will submit reports to the
26 AUTHORITY in accordance with a schedule agreed to by the CITY and AUTHORITY. However, the

1 CITY agrees that quarterly report information must be submitted to the AUTHORITY within fifteen
2 (15) days after the end of the calendar quarter for which the information in the report is being
3 submitted.

4 **ARTICLE 12. ADDITIONAL PROVISIONS**

5 All parties agree to the following mutual responsibilities regarding PROJECT:

6 A. Term of Agreement: This Agreement shall continue in full force and effect through
7 October 31, 2015. This Agreement may only be extended upon mutual agreement by both parties.

8 B. Termination: The CITY, in its sole discretion, shall have the right to terminate this
9 Agreement if the CITY does not receive all funding set forth in the FUNDING PLAN attached hereto
10 as Exhibit A. In the event of termination due to a lack of funding, the CITY shall be liable for all
11 legitimate third party costs and expenses related to the PROJECT for which the third parties have
12 not been previously paid. In no event shall the AUTHORITY be liable for said costs and expenses.
13 Except for a termination due to lack of funding as provided herein, either party may initiate
14 proceedings to terminate this Agreement by giving thirty (30) days written notice; however, this
15 Agreement shall not be terminated without mutual agreement of both parties.

16 C. Compliance: AUTHORITY and CITY shall comply with all applicable federal, state,
17 and local laws, statutes, ordinances, and regulations of any governmental authority having
18 jurisdiction over the PROJECT.

19 D. Legal Authority: AUTHORITY and CITY hereto consent that they are authorized to
20 execute this Agreement on behalf of said parties and that, by so executing this Agreement, the
21 parties hereto are formally bound to the provisions of this Agreement.

22 E. Amendments: This Agreement may be amended in writing at any time by the mutual
23 consent of both parties. No amendment shall have any force or effect unless executed in writing by
24 both parties.

F. Notices: All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
200 South Anaheim Boulevard Anaheim, CA 92805	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Natalie Meeks Public Works Director cc: Jamie Lai, Transit Manager	Attention: Meena Katakia Manager, Capital Projects cc: Kelly Hart, Project Manager
Tel: (714) 765-4530	Tel: (714) 560-5694; Fax: (714) 560-5792
Email: NMeeks@anaheim.net	Email: mkatakia@octa.net

G. Headings: The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.

H. Successors & Assigns: The provisions of this Agreement shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

I. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

J. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

1 K. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or
2 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
3 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
4 void and of no force and effect. Consent to one assignment shall not be deemed consent to any
5 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

6 L. Obligations to Comply with Law: Nothing herein shall be deemed nor construed to
7 authorize or require any Party to issue bonds, notes, or other evidences of indebtedness under the
8 terms, in amounts, or for purposes other than as authorized by local, state, or federal law.

9 M. Governing Law: The laws of the State of California and applicable local and federal
10 laws, regulations, and guidelines shall govern this Agreement.

11 N. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof,
12 each party shall be responsible for its own costs and expenses, including attorney's fees.

13 O. Force Majeure: Either party shall be excused from performing its obligations under this
14 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
15 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
16 commandeering of material, products, plants or facilities by the federal, state or local government;
17 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of
18 such cause is presented to the other party, and provided further that such nonperformance is
19 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

20 This Agreement shall be effective upon execution by both parties.
21
22
23
24
25
26

1 IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement No.
2 C-1-3115 to be executed on the date first above written.

3
4 CITY OF ANAHEIM

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By: _____
6 Tom Tait
7 Mayor

By: _____
Will Kempton
Chief Executive Officer

8 ATTEST:

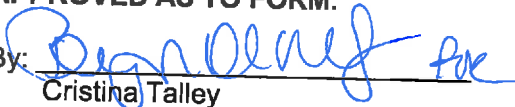
APPROVED AS TO FORM:

9
10 By: _____
11 Linda Andral
12 Clerk of the Council

By: _____
Kennard R. Smart, Jr.
General Counsel

13 APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

14 By: 
15 Cristina Talley
16 City Attorney

By: _____
Jim Beil, P.E.
Executive Director, Capital Programs

17 Dated: 11/4/11

Dated: _____

18 Required Attachments:

- 19 1. EXHIBIT A "FUNDING PLAN"
- 20 2. EXHIBIT B "REQUIRED FEDERAL CLAUSES"
- 21 3. EXHIBIT C, "INVOICE TEMPLATE"
- 22 4. EXHIBIT D, "FTA FUNDING REIMBURSEMENT – REQUIRED SUPPORTING DOCUMENTS"
- 23 5. EXHIBIT E "FTA 5307 QUARTERLY REPORT FORM"
- 24 6. EXHIBIT F "NEW STARTS PROJECT PLANNING AND DEVELOPMENT CHECKLIST OF PROJECT SPONSOR SUBMITTALS TO FTA TO ENTER PRELIMINARY ENGINEERING (PE)"
- 25 7. EXHIBIT G "SMALL STARTS/VERY SMALL STARTS REPORTING CHECKLIST"
- 26 8. EXHIBIT H "SIDE-BY-SIDE OF REQUIRED INFORMATION FOR NEW STARTS/SMALL STARTS EVALUATION AND RATING"
- 9. EXHIBIT I "NEW STARTS PROJECT PLANNING AND DEVELOPMENT CHECKLIST OF PROJECT SPONSOR SUBMITTALS TO FTA TO ENTER FINAL DESIGN (FD)"
- 10. EXHIBIT J "OCTA PASS THROUGH GRANTEE ANNUAL FTA COMPLIANCE SELF CERTIFICATION"

ANAHEIM FUNDING PLAN

Funding Source	Fiscal Year Funding Available	Funding Amount	Phase	State and Federal Funds Receipt
M2 (Project S)	2011 -12	\$134,000	FTA Development Activities	
M2 (Project S)	2011 - 12	\$1,719,500	Preliminary Engineering	
Section 5307 ¹	2011 - 12	\$1,072,000	FTA Development Activities	Authority Direct Recipient
Section 5307 ¹	2011 - 12	\$13,756,000	Preliminary Engineering	Authority Direct Recipient
City Funds	2011 - 12	\$ 134,000	FTA Development Activities	
City Funds	2011 - 12	\$1,719,500	Preliminary Engineering	
Total		\$ 18,535,000		

1. Section 5307 funds may be expended once the funds are approved in the FTIP.

REQUIRED FEDERAL CLAUSES

DEFINITIONS

The Orange County Transportation Authority, (hereinafter referred to as "AUTHORITY").
_____, (hereinafter referred to as "CITY").

The CITY agrees to include the clauses set forth in this Exhibit B in each contract stating the contractor's responsibilities under Federal law, regulation, or directive, including any necessary provisions requiring the contractor to extend applicable requirements to its subcontractors to the lowest tier necessary.

The following provisions apply to all purchases regardless of its value:

ARTICLE 1. FEDERAL CHANGES

CITY shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA , as they may be amended or promulgated from time to time during this Agreement. CITY's failure to comply shall constitute a material breach of contract.

ARTICLE 2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CITY, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CITY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose

penalties of the Program Fraud Civil Remedies Act of 1986 on the CITY to the extent the Federal Government deems appropriate.

B. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CITY, to the extent the Federal Government deems appropriate. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 4. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, CITY, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CITY shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CITY shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information the CITY shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CITY's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CITY under the Agreement until the CITY complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21. In addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: CITY shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CITY shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, the CITY may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. DISADVANTAGED BUSINESS ENTERPRISES

A. In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (AUTHORITY) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs”. The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

1. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority’s DOT-assisted contracting opportunities.
2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
3. Ensure non-discrimination in the award and administration of AUTHORITY’s DOT-assisted contracts.
4. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

B. CITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority’s DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

C. AUTHORITY's New Race-Neutral DBE Policy Implementation Directives: Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, the Authority has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. CITY shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, CITY shall adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

D. Definitions: The following definitions apply to the terms as used in these provisions:

1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.

3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

f. Women, regardless of ethnicity or race.

4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

5. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CITY.

6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

a. Social Disadvantage: The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

i. The individual must demonstrate that he/she has personally suffered social disadvantage.

ii. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

iii. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.

iv. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

v. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

b. Economic Disadvantage

i. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

ii. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

E. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award).

CITY shall complete and submit the following DBE exhibits (forms) at the times specified: "Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103). If CITY is a DBE firm and/or has proposed to utilize DBE firms, CITY will be required to complete and submit a Form 103 to AUTHORITY by the 10th of each month

until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. CITY shall report the total dollar value paid to DBEs for the applicable reporting period. CITY shall also report the DBE's scope of work and the total subcontract value of commitment for each DBE reported. CITY is advised not to report the participation of DBEs toward CITY's race-neutral DBE attainment until the amount being counted has been paid to the DBE. Upon completion of the contract, CITY will be required to prepare and submit to the Authority a "Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral attainments. CITY shall complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

F. DBE Eligibility and Commercially Useful Function Standards: A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

G. DBE Crediting Provisions: When a DBE is proposed to participate in the contract, either as a prime CITY or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If CITY is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment. CITY is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows: Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime CITY's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including: Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract; Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of,

or a regular dealer in, the material and supplies; Fees and commissions charged for providing any insurance specifically required in the performance of the Contract. CITY may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows: The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. If CITY listed a non-certified DBE 1st tier subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

H. Performance of DBE Subcontractors: DBE subcontractors listed by CITY in its "DBE Race-Neutral Participation Listing" (Exhibit D-2) submitted at the time of proposal submittal shall perform the work and supply the materials for which they are listed, unless the CITY has received prior written authorization from the Authority to perform the work with other forces or to obtain the materials from other sources. CITY shall provide written notification to the AUTHORITY in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

I. Additional DBE Subcontractors: In the event CITY identifies additional DBE subcontractors or suppliers not previously identified by CITY for race-neutral DBE participation under the contract, CITY shall notify the Authority by submitting "Request for Additional DBE Firm" to enable CITY to capture all race-neutral DBE participation. CITY shall also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

J. DBE Certification Status: If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify CITY in writing with the date of decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project, the DBE subcontractor shall notify CITY in writing with the date of certification. CITY shall furnish the written documentation to AUTHORITY in a timely manner.

K. CITY's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, CITY shall affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, CITY shall affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

ARTICLE 6. ACCESS TO RECORDS AND REPORTS

CITY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities of the CITY which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CITY shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 7. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CITY shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

ARTICLE 8. ENERGY CONSERVATION REQUIREMENTS

CITY shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 9. FLY AMERICA REQUIREMENTS

CITY agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CITY shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CITY agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 10. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY OCEAN VESSEL

A. CITY shall utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. CITY shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in paragraph A of this Article to AUTHORITY (through the prime CITY in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

ARTICLE 11. PROHIBITED INTERESTS

A. CITY covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 12. NOT USED THIS AGREEMENT

ARTICLE 13. PRIVACY ACT

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

ARTICLE 14. CONFLICT OF INTEREST

CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CITY is unable, or potentially unable to render impartial assistance or advice to the Authority; CITY's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CITY has an unfair competitive advantage. CITY is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CITY. CITY is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CITY. All disclosures must be submitted in writing to

AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 15. CODE OF CONDUCT

CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 16. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator/Buyer responsible for this procurement. Any protest filed by the vendor in connection with this solicitation must be submitted in accordance with the Authority's written procedures.

The following additional provisions apply to all purchases over \$10,000

ARTICLE 17. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CITY written notice thereof. Upon termination, AUTHORITY shall pay CITY its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CITY in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, CITY agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. AUTHORITY may terminate this Agreement for CITY's default if a federal or state proceeding for the relief of debtors is undertaken by or against CITY, or if CITY makes an assignment for the benefit of creditors, or for cause if CITY fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CITY shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default or breach including, but not limited to, reprocurement costs of the same or similar services defaulted by CITY under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

ARTICLE 18. RECYCLED PRODUCTS

CITY shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CITY agrees to include this requirement in all of its subcontracts.

The following additional provisions apply to all purchases over \$25,000

ARTICLE 19. DEBARMENT & SUSPENSION:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

The following additional provisions apply to all purchases over \$100,000:

ARTICLE 20. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (CMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CITY. The decision of the Director, CMM, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CITY shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CITY shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CMM. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 21. CLEAN WATER REQUIREMENTS

CITY shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CITY shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 22. CLEAN AIR

CITY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CITY shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 23. LOBBYING

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

ARTICLE 24. BUY AMERICA

A. Vendor is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

B. A Certificate of Compliance, conforming to the provisions of this Article shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions listed herein.

C. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel and iron materials of the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. CITY shall furnish the AUTHORITY acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials in the work.



EXHIBIT C: INVOICE TEMPLATE

Project Title: _____

Agency: _____ Date: _____

To: Orange County Transportation Authority
550 S Main Street
P.O. Box 14184
Orange, CA 92863-1584
Attn: Adriann Cardoso

Invoice Number _____
Invoice Date _____
Contract Number _____
Approved FTA 5307 _____
Actual Local Match _____ 0%

Date	Qty	Description	Unit Price	Total	FTA 5307	Local Match

Invoice Number	Date	Expended FTA 5307	Cumulative FTA 5307
			\$ 500,000
1		\$ -	\$ 500,000
2		\$ -	\$ 500,000
3		\$ -	\$ 500,000

I hereby certify that the statements provided here are true and correct regarding the _____ Project.

The invoice is a true, complete and correct statement of work performed, reimbursable costs and progress;
The backup information included with the invoice is true, complete and correct in all material respects.

Signed Date

* This is a template. Local agencies may develop their own form as long as all the relevant information is present.



**EXHIBIT D: FTA FUNDING REIMBURSEMENT –
REQUIRED SUPPORTING DOCUMENTS**

Project Title: _____

Agency: _____ Date: _____

Required Attachments:

- Detailed Project Description
- Invoice

Supporting Documentation:

- Vendor/Contract Invoices
- Cancelled Checks or Proof of Payment with Payment Date
- Council Action approving Contract (First Invoice Only)
- Cost Estimate Update (First Invoice Only)



PROJECT S QUARTERLY REPORT FORM

Project Title: _____

Agency: _____ Date: _____

SUMMARY OF MAJOR PROJECT MILESTONES

Schedule	Original Completion Date	Current Completion Date
Pre-Preliminary Engineering		
Alternatives Analysis Definition Report,		
Draft Environmental Statement		
New Starts (NS) Templates and Certifications		
Project Cost Estimate		
Project Scope Definition Report		
Financial Plan		
Project Management Plan and Associated Sub-plans		
Contract Packages Plan		
Preliminary Engineering		
Final NEPA Documentation		
Travel Forecast Update		
Before and After Study Update:		
Project Cost Update		
Project Scope Update		
Project Financial Plan		
Project Management Plan and Sub-Plans Update		
Grantee Letter of Request for FD Initiation		
Submit Request for Authorization for Const (E-76)		

A detailed itemized list of required submittals is attached in the appendix of this report.

Funding Table:
Development Activities (Pre-PE)

Fund Source	Fiscal Year	Original Planned Allocation	Current Estimates	Actual Expended	Remaining Allocation

Preliminary Engineering (\$000's)

Fund Source	Fiscal Year	Original Planned Allocation	Current Estimates	Actual Expended	Remaining Allocation

Major Activities:

Status:

Issues:

Name/Title:

Signature:

Phone:

Email:



Appendix – Complete List of Project Deliverables

Schedule	Original Completion Date	Current Completion Date
Pre-Preliminary Engineering		
Study Initiation including: Purpose and Need Statement		
Alternatives Analysis including: Conceptual Alternatives, Detailed Alternatives and Operating Plans, Final Alternatives and Operating Plans, Baseline Alternative		
Completion of AA including: Alternatives Analysis Final Report, LPA Selection by Grantee Board, LPA Adoption by MPO		
NEPA Scoping Report		
Ridership Modeling including: Travel Forecast Document, Documentation of Methodologies and Assumptions, Summit Reports and Maps, Travel Forecasts Template, Annualization Factor Justification, User Benefit QC Worksheet		
Before and After Study: Before and After Study Plan, Documentation of Methods, "Predicted" Results, Identification of Responsible Contractors		
Draft EIS / EA Documents including: Public Hearing and Comment, Draft EIS / EA report, ADA Compliance		
New Starts (NS) Templates and Certifications including: Project Description Worksheet (Temp 1), Project Maps (Vicinity and State), Self-Cert of Tech Methods, PL Assumptions, Project Development Procedures (Temp 2), Project Justification (Temp 3-7, 9-12), Baseline Approval, SCC Annualized Cost Worksheets, Land Use Supporting Information, Making the Case Document		
Project Cost - Summary of O&M Cost Assumptions/ Productivities including: Capital Cost in SCC Format, Capital Cost in Original Format,		
Scope - Project Plans and Drawings, Design Criteria, Concept Design Drawings and Specifications, Documentation of passenger level boarding concept		

Project Schedule		
Financial Plan and Supporting Information/ Documentation including: Local Commitment Worksheet (Temp 13),		
Project Management Plan including: Project Sponsor Staff Organization, Document Control Procedures, Change Order Procedures, Material Testing Procedures, Internal Reporting Procedures Operational Testing Procedures, Management Information System, Configuration Mgmt Plan, Design Criteria for LPA, Draft Specs: key features/facilities, Certification Checklist, Resp. Matrix.		
Quality Management Plan		
Real Estate Acquisition Management Plan (RAMP)		
Rail Fleet Management Plan (RFMP)		
Safety & Security Management Plan (SSMP)		
Contingency Management Plan		
Third-Party Agreements and Permits including: Master Agreement, Interagency Agreement, Utility Agreements, Public/Private, Joint Development, Inter-Jurisdictional Agreements, Railroad Agreement, Real Estate Agreement		
Internal Risk Assessment (OCTA Led)		
Contract Packages Plan for Entry to PE including: Contracting Plan for PE Phase, Draft Contracting Plan for FD/Const, Claims Avoidance Plan for PE Phase		
Value Engineering Analysis Report		
Constructability Analysis Report		
Preliminary Engineering Readiness Report		
Project Development Agreement		
Administrative Requirements including: Legal Capacity (Authority to undertake implementation of proposed transit mode)		
Letter to Request Entry into PE		
Preliminary Engineering		
NEPA Documentation including: Final NEPA Documentation, CE, FONSI or ROD, Environmental Permits Defined.		
Travel Forecast Update including: Travel Forecasts Document, Documentation of Methodologies and Assumptions, Summit Reports and Maps, Travel Forecasts Template, Annualization Factor Justification		

Before and After Study Update: Before and After Study Plan, Documentation of Methods, "Predicted" Results, Identification of Responsible Contractors		
Project Cost Update including: Summary of O&M Cost Assumptions/Productivities Project Cost Validation, Capital Cost in SCC Format, Capital Cost in Original Format		
Project Scope Update including: Project Plans and Drawings, Design Criteria, Standards and Specifications, Master Permitting Plan and Schedule, Geotechnical Baseline Report, Documentation of passenger level boarding concept, PE Design Analysis Report, Mass Balance Diagrams, Facilities Plans and Elevations		
Project Schedule Update		
Project Financial Plan Update including: Project Financial Plan, Supporting Information/ Documentation, Local Financial Commitment, Local Commitment Worksheet (Temp 13), Check for Financial Submittals		
Project Management Plan Update including: Project Sponsor Staff Organization, Document Control Procedures, Change Order Procedures, Material Testing Procedures, Internal Reporting Procedures, Operational Testing Procedures, Mgmt Information System, Configuration Mgmt Plan		
Quality Management Plan Update		
Real Estate Acquisition Management Plan (RAMP) Update		
Rail Fleet Management Plan (RFMP) Update		
Safety & Security Management Plan (SSMP) Update		
Contingency Management Plan Update		
Risk Management Plan - Risk Management Plan, Project Info for Risk Assessment, Policies/Procedures for Managing Risk in FD, Risk Assessment Spot Report (FTA provided)		
Third-Party Agreements and Permits Updates including: Master Agreement, Interagency Agreement, Utility Agreements, Public/Private, Joint Development, Inter-Jurisdictional Agreements, Railroad Agreement, Real Estate Agreement		
Contract Packages Update including: Contract		

<p>Packages Defined, Contracting Plan for Final Design Phase, Contracting Plan for Construction/Procurement, Claims Avoidance Plan for Final Design, Claims Avoidance Plan for Construction/Procurement Phase, General Conditions</p>		
<p>Value Engineering Analysis Report Constructability Analysis Report</p>		
<p>Operating Plan</p>		
<p>FRA/FTA Joint Use Policy Compliance / FRA Waiver</p>		
<p>PMO Final Design Readiness Spot Report</p>		
<p>Project Development Agreement</p>		
<p>Administrative Requirements including: Legal Capacity (Authority to undertake implementation of proposed transit mode), Authority to pursue and contract with project delivery method proposed (if not DBB)</p>		
<p>Grantee Letter of Request for FD Initiation</p>		
<p>Submit Request for Authorization for Const (E-76)</p>		

**NEW STARTS PROJECT PLANNING AND DEVELOPMENT
CHECKLIST OF PROJECT SPONSOR SUBMITTALS TO FTA TO ENTER PRELIMINARY ENGINEERING (PE)**

<i>PRODUCTS</i>	<i>FTA CONCURRENCE DATE</i>	<i>REFERENCE (Regulations, Guidance, and Other Resources)</i>
ALTERNATIVES ANALYSIS (AA)	-	
Study Initiation	-	
RFP/Scope of Work ¹		<ul style="list-style-type: none"> • Alternatives Analysis Technical Guidance (Part II.1)
Problem Statement/Purpose and Need ¹		
Alternatives	-	
Conceptual Alternatives (Alternatives Analysis Initiation Package/Scoping Report) ¹		<ul style="list-style-type: none"> • Advancing Major Transit Investments • Additional Guidance on Local Initiation of Alternatives Analysis Planning Studies • Alternatives Analysis Technical Guidance (Part II.2) • FTA Course on Alternatives Analysis
Detailed Alternatives (and Operating Plans) ¹		
Final Alternatives (and Operating Plans) ¹		
Baseline Alternative		
Travel Forecasts	-	
Documentation of Methodologies and Assumptions		<ul style="list-style-type: none"> • Travel Forecasting for New Starts Proposals (From FTA Workshop) • Alternatives Analysis Technical Guidance (Part II.5-6) • Reporting Instructions
Summit Reports and Maps		
Travel Forecasts Template		
Annualization Factor Justification		
Cost, Scope and Schedule	-	
Summary of O&M Cost Assumptions/Productivities		<ul style="list-style-type: none"> • Alternatives Analysis Technical Guidance (Part II.4)
Capital Cost Estimate and Project Schedule in Original Format and Standard Cost Category (SCC) Format		
Planning Diagrams, Design Criteria, Concept Design Drawings and Specifications for guideway, stations, support facilities, sitework, systems, real estate, vehicles		<ul style="list-style-type: none"> • Standard Cost Categories for Capital Projects • Alternatives Analysis Technical Guidance (Part II.3) • FTA P&CM Guidelines (Chapters 3 & 4)
Documentation of passenger level boarding design for all stations and/or satisfactory determination of infeasibility for one or more stations and satisfactory alternative plan for accessibility. ¹		
		<ul style="list-style-type: none"> • 49 CFR Parts 27, 37 & 38 • 36 CFR 1191 & 1192 • DOT Disability Law Guidance, “Full-Length, Level-Boarding Platforms in New Commuter and Intercity Rail Stations” (09/01/05) • Association of American Railroads (AAR) Clearance Plates A-F, H & L • DoD Strategic Rail Corridor Network (STRACNET) clearance profile

¹ Not required at this time, but strongly encouraged.

PRODUCTS	FTA CONCURRENCE DATE	REFERENCE (Regulations, Guidance, and Other Resources)
Completion of AA Study	-	
Alternatives Analysis Final Report		<ul style="list-style-type: none"> • Alternatives Analysis Technical Guidance (Part I.3)
LPA Adoption by MPO in Constrained (and conforming) Long Range Plan		<ul style="list-style-type: none"> • Transportation Planning Final Rule • Advancing Major Transit Investments
Before and After Study Documentation of Methods and “Predicted” Results and Identification of Responsible Contractors		<ul style="list-style-type: none"> • Draft Before and After Guidance Available on Request • Guidance on New Starts Policies and Procedures – May 16, 2006
TIP and STIP Programming of PE		<ul style="list-style-type: none"> • Capital Program Circular 9300.1A • Transportation Planning Final Rule
NEPA Scoping		<ul style="list-style-type: none"> • Guidance on New Starts Policies and Procedures – May 16, 2006 • Council on Environmental Quality Scoping Memorandum • 23 CFR 771
PROJECT MANAGEMENT PLAN (PMP)²	-	
Basic Requirements	-	
Project Sponsor Staff Organization		
Project Budget & Schedule		<ul style="list-style-type: none"> • 49 CFR 633 (Subpart C)
Procedures	-	<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 2-4) • Grant Management Circular 5010.1C (Chapter 1) • Full Funding Grant Agreements Guidance 5200.1A (Chapter 2) • QA/QC Guidelines
Document Control Procedures		
Change Order Procedures		
Material Testing Procedures		
Internal Reporting Procedures		
Operational Testing Procedures		
Quality Assurance/Quality Control (QA/QC)		
Plans	-	
Contracting Plan for Preliminary Engineering Phase		<ul style="list-style-type: none"> • Third Party Contracting Circular 4220.1E
Contingency Management Plan (identifying significant areas of uncertainty in scope, cost and schedule)		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 2-4)
Real Estate Acquisition Management Plan (RAMP)		<ul style="list-style-type: none"> • 49 CFR 24 • Uniform Act • Real Estate Page of FTA Website and FTA Real Estate Course
Rail Fleet Management Plan (RFMP)		<ul style="list-style-type: none"> • Grant Management Circular 5010.1C (Chapter 1)
Bus Fleet Management Plan (BFMP)		<ul style="list-style-type: none"> • FFGA Guidance 5200.1A (Chapter 2)

² The PMP subcategories listed here are based on the PMP requirements per 49 CFR 633 and FTA’s P&CM Guidelines. The RAMP, RFMP, BFMP, SSMP, and Third Party Agreements and Permits are typically submitted to FTA as stand-alone documents which supplement the PMP.

PRODUCTS	FTA CONCURRENCE DATE	REFERENCE (Regulations, Guidance, and Other Resources)
Safety & Security Management Plan (SSMP)		<ul style="list-style-type: none"> • SSMP Circular 5800.1 • FFGA Guidance 5200.1A (Chapter 2) • 49 CFR 659 • FTA P&CM Guidelines (Chapter 2)
Third Party Agreements and Permits (Identified and Scheduled) ³		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 4)
NEW STARTS TEMPLATES, CERTIFICATIONS, AND OTHER REPORTS	-	
New Starts Criteria Templates and Certifications		<ul style="list-style-type: none"> • Reporting Instructions
SCC Annualized Cost Worksheets		<ul style="list-style-type: none"> • Standard Cost Categories for Capital Projects
Land Use Supporting Information		<ul style="list-style-type: none"> • Reporting Instructions • Guidelines and Standards for Assessing Transit-Supportive Land Use
Project Finance Plan and Supporting Information		<ul style="list-style-type: none"> • 49 CFR 611.11 • Financial Capacity Policy Circular 7008.1A • Guidance for Transit Financial Plans June 2000 • Reporting Instructions • Alternatives Analysis Technical Guidance (Part II.8) • Guidelines and Standards for Assessing Local Financial Commitment
Making the Case Document		<ul style="list-style-type: none"> • Reporting Instructions • Examples on FTA Website
ADMINISTRATIVE REQUIREMENTS	-	
Legal Capacity (Authority to undertake implementation of proposed transit mode)		<ul style="list-style-type: none"> • Capital Program Circular 9300.1A (Chapter 6)
Grantee Letter of Request for PE Initiation		

³ Not required at this time, but strongly encouraged.

Small Starts/Very Small Starts Reporting Checklist

The following checklist is provided to aid project sponsors in preparing applications to enter into project development for Small Starts and Very Small Starts. Specific information and instructions regarding reporting Templates, Standardized Cost Categories, Summit reports, financial plans, etc., are provided in much greater detail in the FTA guidance at its website for [New Starts Project Planning and Development](#).

Reporting Item	Required Information		Small Starts	Very Small Starts
Evidence of Basic Project Readiness				
Alternatives Analysis Report	Final Report			
Selection of the Locally Preferred Alternative and Adoption into Constrained Long Range Plan	Proof of local action			
Agreement on Baseline Alternative	FTA concurrence			
Initial Information for Before and After Study	Ridership and cost inputs and estimates			
NEPA Scoping (as appropriate to the NEPA Class of Action)	Scoping report or memorandum evincing completion			
Evidence of Sponsor Technical Capacity	Preliminary Project Management Plan, and/or other materials			
Project Background				
Project Description	Project Description Template			
Make the Case Document	Narrative, Data, Maps, Graphics			
Certification of Technical Methods and Planning Assumptions	Signed Certification			
Project Maps				
Project Site Map	Map			
Vicinity Map	Map			
Capital Costs				
Standard Cost Categories, including schedule, inflation, and funding	SCC Worksheets			
Annualized Cost Worksheets for Build and Baseline	SCC Worksheets			
Travel Forecasts*				
User Benefits Forecasts	Summit Reports			
Thematic Maps and Legend	Summit Output			
Summary of Travel Forecasts	Travel Forecast Template, Narrative, Data (as necessary)			
O/M Costs				
Summary of O&M Cost Productivities	Narrative, Data			

* Simplified travel forecasting procedures and results may be acceptable. Sponsors should discuss such procedures with FTA.

**AGREEMENT NO. C-1-3115
EXHIBIT G**

Reporting Item	Required Information	Small Starts	Very Small Starts	
Project Justification				
Cost Effectiveness (Opening Year)	Cost Effectiveness for Small Starts Template			
Annualization Factor Justification	Narrative, Data			
Transit Supportive Existing Land Use and Future Patterns				
Quantitative Land Use Information for Small Starts	Quantitative Land Use Information for Small Starts Template			
Qualitative Land Use Information for Small Starts	Qualitative Land Use Information for Small Starts Template, Narrative, Data, Maps			
Other Factors (Optional)				
Evidence of Economic Development, Congestion Pricing, and other project benefits	Narrative, Data, Maps			
Local Financial Commitment**				
Financial Plan Summary	Finance Template			
Evidence of Agency Financial Condition	Audited Financial Statements			
Evidence that Project O/M Costs are Within 5% of Systemwide O/M Costs	O/M Cost Analysis			
Supporting Financial Documentation	Narrative, Plans, Data, etc			

**Assumes Small Starts/Very Small Starts qualify for streamlined financial evaluation. If not, New Starts financial reporting requirements must be met.

Side-by-Side of Required Information for New Starts/Small Starts Evaluation and Rating

Reporting Item	Required Information	New Starts	Small Starts	Very Small Starts	Exempt
Project Background					
Project Description	Project Description Template				
Make the Case Document*	Narrative, Data, Maps, Graphics				
Certification of Technical Methods and Planning Assumptions	Signed Certification				
Documentation of existing, benefiting transit riders in corridor	Data, methodology, maps of affected routes, evidence of benefit for affected riders				
Project Maps					
Project Site Map	Map				
Vicinity Map	Map				
Capital Costs					
Standard Cost Categories, including schedule, inflation, and funding	SCC Worksheets				
Annualized Cost Worksheets for Build and Baseline	SCC Worksheets				
Travel Forecasts**					
User Benefits Forecasts	Summit Reports				
Thematic Maps and Legend	Summit Output				
Summary of Travel Forecasts	Travel Forecast Template, Narrative, Data (as necessary)				
O&M Costs					
Summary of O&M Cost Productivities	Narrative, Data				

* Evaluated as an "Other Factor." Submission of any other "Other Factor" is optional.

** Simplified travel forecasting procedures and results may be acceptable for Small Starts projects. Sponsors should discuss such procedures with FTA.

**AGREEMENT NO. C-1-3115
EXHIBIT H**

Reporting Item	Required Information	New Starts	Small Starts	Very Small Starts	Exempt
Project Justification					
Mobility Improvements	Mobility Improvements and Cost Effectiveness Template				
Cost Effectiveness (2030)					
Cost Effectiveness (Opening Year)	Cost Effectiveness for Small Starts Template				
Annualization Factor Justification	Narrative, Data				
Transit Supportive Existing Land Use and Future Patterns					
Quantitative Land Use Information for New Starts	Quantitative Land Use Information Template				
Qualitative Land Use Information for New Starts	Qualitative Land Use Information Template, Narrative, Data, Maps				
Quantitative Land Use Information for Small Starts	Quantitative Land Use Information for Small Starts Template				
Qualitative Land Use Information for Small Starts	Qualitative Land Use Information for Small Starts Template, Narrative, Data, Maps				
Other Factors (Optional)					
Evidence of Economic Development, Congestion Pricing, and other project benefits	Narrative, Data, Maps				
Local Financial Commitment***					
Financial Plan Summary	Finance Template				
Checklist for Financial Submittals	Checklist				
20-year Capital Operating Plan	Financial Plan, 20-Year Cash Flow				
20-year Operating Financial Plan	Financial Plan, 20-Year Cash Flow				
Evidence of Agency Financial Condition	Audited Financial Statements				
Evidence that Project O/M Costs are Within 5% of Systemwide O/M Costs	O/M Cost Analysis				
Supporting Financial Documentation	Narrative, Plans, Data, etc				

*** Assumes Small Starts/Very Small Starts qualify for streamlined financial evaluation. If not, New Starts financial reporting requirements must be met, but only covering the period up to and including the opening year.

**NEW STARTS PROJECT PLANNING AND DEVELOPMENT
CHECKLIST OF PROJECT SPONSOR SUBMITTALS TO FTA TO ENTER FINAL DESIGN (FD)**

<i>PRODUCTS</i>	<i>FTA CONCURRENCE DATE</i>	<i>REFERENCE (Regulations, Guidance, and Other Resources)</i>
COMPLETION OF PRELIMINARY ENGINEERING	-	
Project Definition/Scope	-	
Project Plans, Drawings, Design Criteria, Standards and Specifications with refined project definition for overall project, tracks or routes, stations, stops and other structures		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 4) • Full Funding Grant Agreements Guidance 5200.1A (Chapter 2)
Master Permitting Plan and Schedule		
Geotechnical Baseline Report		
Documentation of passenger level boarding design for all stations and/or satisfactory determination of infeasibility for one or more stations and satisfactory alternative plan for accessibility.		<ul style="list-style-type: none"> • 49 CFR Parts 27, 37 & 38 • 36 CFR 1191 & 1192 • DOT Disability Law Guidance, “Full-Length, Level-Boarding Platforms in New Commuter and Intercity Rail Stations” (09/01/05) • Association of American Railroads (AAR) Clearance Plates A-F, H & L • DoD Strategic Rail Corridor Network (STRACNET) clearance profile
Project Cost, Schedule and Financial Plan	-	
Capital Cost Estimate and Project Schedule in Original Format and Standard Cost Category (SCC) Format (refined and updated to support final design request)		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapters 3 & 4) • Standard Cost Categories for Capital Projects • Alternatives Analysis Technical Guidance (Part II.3)
Summary of O&M Cost Assumptions/Productivities (if O&M costs changed since approval to enter PE)		<ul style="list-style-type: none"> • Alternatives Analysis Technical Guidance (Part II.4) • Reporting Instructions
Financial Plan and Supporting Information Supporting Final Design Request and Financial Capacity Assessment		<ul style="list-style-type: none"> • 49 CFR 611.11 • Financial Capacity Policy Circular 7008.1A • Guidance for Transit Financial Plans June 2000 • Reporting Instructions • Guidelines and Standards for Assessing Local Financial Commitment
Project Development Requirements	-	
Final NEPA Documentation (i.e., Categorical Exclusion, Finding of No Significant Impact, or Record of Decision) including description of required environmental permits and New Starts Rating Information in ROD if the New Starts Rating is less than “medium”		<ul style="list-style-type: none"> • 23 CFR 771 • 49 CFR 622 • 2006 Guidance on New Starts Policies and Procedures - May 16, 2006 (Section 1) - Reference for New Starts Rating Information in ROD

PRODUCTS	FTA CONCURRENCE DATE	REFERENCE (Regulations, Guidance, and Other Resources)
Before and After Study Documentation of Methods and “Predicted” Results and Identification of Responsible Contractors		<ul style="list-style-type: none"> • Draft Before and After Guidance Available on Request • 2006 Guidance on New Starts Policies and Procedures - May 16, 2006
TIP and STIP Programming of Final Design and Construction (and update or amendment of long range plan, if needed)		<ul style="list-style-type: none"> • Capital Program Circular 9300.1A • Transportation Planning Final Rule
Travel Forecasts (If changed since approval to enter PE)	-	
Documentation of Methodologies and Assumptions		<ul style="list-style-type: none"> • Travel Forecasting for New Starts Proposals (From FTA Workshop)
Summit Reports and Maps		<ul style="list-style-type: none"> • Alternatives Analysis Technical Guidance (Part II.5-6)
Travel Forecasts Template		<ul style="list-style-type: none"> • Reporting Instructions
Annualization Factor Justification		
PROJECT MANAGEMENT PLAN (PMP) UPDATE	-	
Basic Requirements Update	-	
Project Sponsor Staff Organization		<ul style="list-style-type: none"> • 49 CFR 633 (Subpart C)
Project Budget & Schedule		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 2-4)
Procedures Update	-	<ul style="list-style-type: none"> • Grant Management Circular 5010.1C (Chapter 1) • Full Funding Grant Agreements Guidance 5200.1A (Chapter 2) • QA/QC Guidelines
Document Control Procedures		
Change Order Procedures		
Material Testing Procedures		
Internal Reporting Procedures		
Operational Testing Procedures		
Quality Assurance/Quality Control (QA/QC)		
Plans Update	-	
Contingency Management Plan (identifying significant areas of uncertainty in scope, cost and schedule)		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 2 & 3)
Real Estate Acquisition Management Plan (RAMP)		<ul style="list-style-type: none"> • 49 CFR 24 • Uniform Act • Real Estate Page of FTA Website and FTA Real Estate Course
Rail Fleet Management Plan (RFMP)		<ul style="list-style-type: none"> • Grant Management Circular 5010.1C (Chapter 1)
Bus Fleet Management Plan (BFMP)		<ul style="list-style-type: none"> • FFGA Guidance 5200.1A (Chapter 2)
Safety and Security Management Plan (SSMP)		<ul style="list-style-type: none"> • SSMP Circular 5800.1 • Full Funding Grant Agreements Guidance 5200.1A (Chapter 2) • 49 CFR 659 • FTA P&CM Guidelines (Chapter 2)
Operating Plan		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 3)
Configuration Management Plan		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 5)

PRODUCTS	FTA CONCURRENCE DATE	REFERENCE (Regulations, Guidance, and Other Resources)
Other Project Management Products	-	<ul style="list-style-type: none"> • Capital Program Circular 9300.1A (Chapter V) • Grant Management Circular 5010.1C (Chapter 1) • FTA P&CM Guidelines (Chapter 4)
Value Engineering Analysis Report		
Procurement Contract Packages	-	<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 4) • Third Party Contracting Circular 4220.1E
Contracting Plan for Final Design Phase		
Contracting Plan for Construction/Procurement (draft policies and procedures for all proposed contracting) inclusive of profit strategies and proposed risk allocation measures		
Claims Avoidance Plan for Final Design		
Claims Avoidance Plan for Construction/Procurement Phase		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 3)
General Conditions (preliminarily drafted for design, construction and procurement contracts)		
Third Party Agreements	-	<ul style="list-style-type: none"> • Grant Management Circular 5010.1C (Chapter 1) • 23 CFR 645, Utilities • FTA P&CM Guidelines (Chapter 4) • FFGA Guidance 5200.1A (Chapter 2)
Utility Agreements (negotiated and completed to the extent possible)		
Master, Interagency, Public/Private, Joint Development, Railroad and Right of Way Agreements (negotiated and completed to the degree possible)		<ul style="list-style-type: none"> • FTA P&CM Guidelines (Chapter 4)
NEW STARTS TEMPLATES, CERTIFICATIONS, AND OTHER REPORTS	-	<ul style="list-style-type: none"> • Reporting Instructions
New Starts Criteria Templates and Certifications		
SCC Annualized Cost Worksheets		<ul style="list-style-type: none"> • Standard Cost Categories for Capital Projects
Land Use Supporting Information		<ul style="list-style-type: none"> • Reporting Instructions • Guidelines and Standards for Assessing Transit-Supportive Land Use
Making the Case Document		<ul style="list-style-type: none"> • Reporting Instructions • Examples on FTA Website
ADMINISTRATIVE REQUIREMENTS	-	<ul style="list-style-type: none"> • Capital Program Circular 9300.1A (Chapter 6) • FTA P&CM Guidelines (Chapter 4)
Legal Capacity (Authority to undertake implementation of proposed transit mode)		
Authority to pursue and contract with project delivery method proposed (if not design-bid-build)		
Grantee Letter of Request for FD Initiation		

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Subgrantee: _____

Grant No.(s): _____

Project Description: _____

The following declarations and information are hereby provided related to the above-referenced FTA-funded project during the past fiscal year:

I. GENERAL CERTIFICATIONS (to be completed by all sub-grantees)

A. Financial

1. Do you have the financial capacity to match FTA grant funds/FTA funded grant projects? Yes____ No____
2. Are your invoices being properly recorded and sent to OCTA by a supervising project manager with knowledge of FTA Compliance?
Yes____ No____
3. Are indirect costs being charged to grants? Yes____ No____

If yes, do you have a cost allocation plan to support indirect administrative costs related to a grant program? Yes____ No____
4. Have annual single audits been conducted? Yes____ No____
If Yes, please supply a copy to OCTA.
5. Are there any unresolved compliance issues in the single audits conducted in the past three (3) years? Yes ____ No____
6. Have any internal, state, or local government audit reports had findings relating to FTA program requirements? Yes____ No____
If Yes, please supply a copy to OCTA

B. Satisfactory Continuing Control

1. Did you make incidental use of any FTA-funded property? Yes____ No____
 - a. If yes, was FTA approval obtained?
Yes____ No____
2. Do you maintain continuing control over the property? Yes____ No____
3. Is revenue generated used for transit purposes? Yes____ No____

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C. Procurement

1. Do you have procurement policies and procedures that conform to applicable federal laws? Yes____ No____
2. Do any potential conflicts of interest exist between policy board member/employees and consultants/vendors/suppliers or between a management contractor and consultants/vendors/suppliers? Yes____ No____
3. Do you allow for full and open competition for all transaction under the following methods of procurement?
 - a. Micro-Purchases (\$2,500 or less) Yes____ No____
 - b. Small Purchases (More than \$2,500, but not more than \$100,000) Yes____ No____
 - c. Sealed Bids/Invitation for Bid (IFB) Yes____ No____
 - d. Competitive Proposals/Request for Proposals (RFP) Yes____ No____
 - e. Architectural and Engineering Services (A&E) Yes____ No____
 - f. Revenue Contracts Yes____ No____

D. Disadvantaged Business Enterprise (DBE)

1. Did you receive any complaints alleging that you did not comply with the DBE regulations in the past three (3) years? Yes____ No____
2. Did you award a contract to a firm that did not meet specific DBE contract goals? Yes____ No____

If Yes, how was it determined if “good faith efforts” by the firm were sufficient? _____

E. Lobbying

1. Has your agency included the lobbying clause in all agreements and procurement solicitations exceeding \$100,000? Yes____ No____
2. Has the grantee used non-federal funds for lobbying activities? Yes____ No____

If yes, have the proper disclosures been made and filed with FTA on standard form LLL? Yes____ No____

Have all disclosures been updated quarterly if needed and so reported? Yes____ No____

F. Title VI – Civil Rights Compliance

1. Who at your agency is responsible for ensuring Title VI compliance?
Name: _____
2. Do you have a Title VI complaint process? Yes____ No____

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3. Have you received any Title VI complaints during the past year?
Yes_____ No_____

a. If yes, please explain:

G. Public Comment Process for Fare and Service Changes

1. Do you have a locally developed process for soliciting and considering public comments prior to a fare increase or major service reduction?
Yes_____ No_____

2. Have you raised a fare or carried out a major reduction in service in the past three (3) years? Yes_____ No_____

a. If yes, please explain:

H. Americans with Disabilities Act (ADA)

1. Have you received any ADA-related complaints during the past year?
Yes_____ No_____

a. If yes, please explain:

I. Safety and Security

1. Do you have a written policy on safety signed by the General Manager or the Board of Directors Chairperson? Yes_____ No_____

2. Do you have a written system safety program plan (SSPP) for its transit services?
Yes_____ No_____

J. Drug-Free Workplace

1. Have you established a drug-free workplace according to state and federal requirements? Yes_____ No_____

2. Has any employee reported to you a criminal conviction for a drug statute violation that occurred in the workplace? Yes_____ No_____

a. If yes, was the FTA notified? Yes_____ No_____

K. Drug and Alcohol Program

1. Do you and/or your contractors and subcontractors have a drug and alcohol testing program for safety sensitive employees as defined by FTA?
Yes_____ No_____

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2. Do you and/or your contractors and subcontractors conduct the following drug and alcohol tests:
- i. Pre-Employment (drugs only)? Yes_____ No_____
 - ii. Random? Yes_____ No_____
 - iii. Post-Accident? Yes_____ No_____
 - iv. Reasonable suspicion? Yes_____ No_____
 - v. Return to duty? Yes_____ No_____
 - vi. Follow-up? Yes_____ No_____
3. Do you and/or your contractors and subcontractors use drug testing laboratories certified by the U.S. Department of Health and Human Services (DHHS)?
Yes_____ No_____

L. Equal Employment Opportunity (EEO) (applicable for 50 or more employees)

1. Who at your agency is responsible for ensuring that EEO obligations are fulfilled?
2. Have you received any EEO complaints during the past three (3) years?
Yes_____ No_____
- a. If yes, please explain:

M. Technical

1. How do you monitor contractors/lessees to ensure compliance with FTA requirements?

II. FACILITY CERTIFICATIONS (to be completed only for facility projects, i.e. transit centers, bus shelters, etc.)

A. Satisfactory Continuing Control

1. Did you dispose of any FTA-funded real property or equipment?
Yes_____ No_____

If yes, please attach a list of the property/equipment disposed of to this form.

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2. Was any real property or equipment removed from public transit service before the end of its service life? Yes_____ No_____
- If yes, was FTA notified? Yes_____ No_____

B. Maintenance

1. Do you have a current written maintenance plan for your federally funded facilities and equipment? Yes_____ No_____
2. Does the plan include a program of inspections and preventative maintenance activities to ensure that assets are protected from deterioration and reach their maximum useful life? Yes_____ No_____
3. Does the maintenance plan prescribe a record keeping system for permanently recording the maintenance history of the equipment/facility? Yes_____ No_____
4. Are your federally funded facilities/equipment being maintained on time and in accordance with your maintenance plan? Yes_____ No_____

C. Procurement

1. Have all construction contracts greater than \$2,000, incorporated the Davis-Bacon Act Requirements? Yes_____ No_____
2. Have you included a Buy America provision for all procurement of steel, iron and manufactured products, except products with a waiver or small purchases of \$100,000 or less? Yes_____ No_____
3. Have you obtained and retained Buy America certifications from successful vendors for purchases of more than \$100,000? Yes_____ No_____

III. VEHICLE CERTIFICATIONS (to be completed only for rolling stock procurements, i.e. paratransit vehicles, buses, support vehicles, etc.)

A. Satisfactory Continuing Control

1. Do you have equipment records that provide the following information:
- i. Description? Yes_____ No_____
- ii. I.D. Number? Yes_____ No_____

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- iii. Acquisition date? Yes_____ No_____
- iv. Cost? Yes_____ No_____
- v. Federal percentage? Yes_____ No_____
- vi. Grant Number? Yes_____ No_____
- vii. Location? Yes_____ No_____
- viii. Use and condition? Yes_____ No_____
- ix. Disposition action? Yes_____ No_____
- x. Vested title? Yes_____ No_____

2. Did you dispose of any FTA-funded equipment?
Yes_____ No_____

If yes, please attach a list of the equipment disposed of to this form.

3. Was any equipment removed from public transit service before the end of its service life? Yes_____ No_____

a. If yes, was FTA notified? Yes_____ No_____

4. Do you have any federally funded equipment that is operated by contractors?
Yes_____ No_____

a. If yes, do you maintain control of the equipment? Yes_____ No_____

5. Please attach a list of all FTA-funded equipment with the current odometer reading for each of your vehicles.

B. Maintenance

1. Do you or your contractor have a current written vehicle maintenance plan for your federally funded rolling stock? Yes_____ No_____

2. Is the written maintenance plan you use consistent with the manufacturer's minimum maintenance requirements for vehicles under warranty?
Yes_____ No_____

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3. Are your vehicle preventative maintenance inspections completed on time and consistent with your established maintenance plan? Yes_____ No_____
4. Are maintenance procedures for wheelchair lifts and other accessibility equipment included in your maintenance plan and preventative maintenance inspections?
Yes_____ No_____
5. Are lifts and accessibility features repaired promptly as required by the DOT ADA regulations? Yes_____ No_____

C. Procurement

1. Have you included a Buy America provision for all procurement of steel, iron and manufactured products, except products with a waiver or small purchases of \$100,000 or less? Yes___ No___
2. Have you obtained and retained Buy America certifications from successful vendors for purchases of more than \$100,000? Yes___ No___

D. Charter Service

1. Have you used any federally funded rolling stock for charter service?
Yes___ No___

If yes, was all charter service incidental service? Yes_____ No___

If yes, were records kept to fully recover the life of the property (i.e. were charter use days/miles subtracted from vehicles total service days/miles)?
Yes_____ No_____
2. Have any complaints been filed alleging that you have conducted charter service in violation of FTA regulations? Yes_____ No_____

E. School Bus

1. Have you operated exclusive school bus service? Yes_____ No_____
2. Have you provided school "tripper service?" Yes_____ No_____

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By signing below, I, on behalf of the aforementioned subgrantee, declare that the information provided within this certification is true and correct to the best of my knowledge and that I am authorized to make this declaration on behalf of my agency.

Signature

Date

Print Name

Title

By signing below, I, as the aforementioned subgrantee's contractor, declare that the information provided as it pertains to my operations for said subgrantee is true and correct to the best of my knowledge and that I am authorized to make this declaration on behalf of my firm.

Signature

Date

Agency/Company Name