SECTION 5310 GRANT PROGRAM

FUND TRANSFER AGREEMENT
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND SUBRECIPIENT NAME

AGREEMENT NO. INSERT NUMBER

This Grant Agreement (AGREEMENT) is between the San Diego Association of Governments (SANDAG) and Insert Subrecipient Name (referred to as "SUBRECIPIENT"). SANDAG and SUBRECIPIENT are also collectively referred to as "the Parties."

RECITALS

SANDAG and SUBRECIPIENT, pursuant to the Infrastructure Investment and Jobs Act (IIJA), are authorized to enter into this AGREEMENT pertaining to federal funding committed for Section 5310 (collectively "Section 5310 funds") that SANDAG is responsible for allocating within its jurisdiction. Section 5310 funds are provided by the Federal Transit Administration (FTA) to SANDAG as the designated recipient; therefore, various federal requirements and certifications will apply to SUBRECIPIENT as part of this AGREEMENT.

SUBRECIPIENT has agreed to implement the Insert Name of Project Project (Project), subject to the terms and conditions of the Specialized Transportation Grant Program (STGP) and this AGREEMENT.

All services performed by SUBRECIPIENT pursuant to this AGREEMENT must be performed in accordance with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, SANDAG Board Policy No. 035 Competitive Grant Program Procedures, as amended, which is available on the SANDAG web page, www.sandag.org/legal.

Project funding is as follows:

	FUND SOURCE	DOLLAR AMOUNT	PERCENTAGE
Section 5310 (Fund Limit)	IIJA	$	%
Matching Funds	SUBRECIPIENT	$	%

In consideration of the recitals above, and the mutual promises of the Parties, SUBRECIPIENT and SANDAG agree as follows:

AGREEMENT

I. GRANT AWARD

The total amount payable to SUBRECIPIENT by SANDAG pursuant to this AGREEMENT will not exceed the amount shown on the first page of this AGREEMENT (Fund Limit).

It is agreed and understood that this Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered in accordance with the AGREEMENT. The actual amount reimbursed by SANDAG may be less than the Fund Limit.

II. TERM OF AGREEMENT

The effective date of this AGREEMENT is the last date on which a party executes this AGREEMENT. SANDAG authorizes SUBRECIPIENT to begin working on the Project, and SUBRECIPIENT agrees to undertake Project work promptly after receiving a written Notice to Proceed from SANDAG. SUBRECIPIENT must not proceed with the Project, and is not eligible to receive payment for work performed, prior to SANDAG's issuance of a written Notice to Proceed.

This AGREEMENT will terminate Insert Number of Years years after the effective date unless it is amended in writing by the Parties.

III. LOCAL MATCH FUNDS

SUBRECIPIENT must provide matching funds from a source other than federal DOT funds, in the percentage shown on the first page of this AGREEMENT (Match Percentage) of the actual cost of the Project. If the full Fund Limit is paid by SANDAG, SUBRECIPIENT's match amount is estimated to be the amount shown on the first page of this AGREEMENT. If the actual cost of the project exceeds the Fund Limit, SUBRECIPIENT is responsible for 100 percent of the actual cost greater than the Fund Limit.

SUBRECIPIENT agrees to contribute the greater of the statutory or other required Match Percentage (other than federal DOT funds or fare revenues), if any is specified within this AGREEMENT or in any attachment, toward the actual cost of the services described in the Project Description. SUBRECIPIENT must maintain a cumulative match contribution to the Project that meets or exceeds the required matching funds percentage shown on the first page of this AGREEMENT. [Include the following sentence for capital grants only] For Capital Grants, should project costs be lower than the Fund Limit, SANDAG may reimburse the excess matching fund amount contributed by SUBRECIPIENT if the excess exceeds $100.

IV. PROJECT COMPLETION AND USE OF FUNDS

SUBRECIPIENT agrees to complete the Project as described in the Project Description using the awarded federal funds provided under the AGREEMENT and any matching funds committed solely for the Project.

V. NOTIFICATION OF PARTIES

SUBRECIPIENT's Project Manager is Insert Subrecipient PM Name.

The SANDAG STGP Project Manager is Insert SANDAG PM Name.

All notices will be deemed to have been fully given when made in writing and received by the Parties at their respective addresses below. SUBRECIPIENT must notify SANDAG of any change to its Project Manager no later than 15 days after the change has been made.

SANDAG:
San Diego Association of Governments
Attention: Insert SANDAG PM Name
1011 Union Street, Suite 400
San Diego, CA 92101
grantsdistribution@sandag.org

SUBRECIPIENT:
Insert Subrecipient Name
Attention: Insert Subrecipient PM Name
Insert Subrecipient Address
Insert Subrecipient Address
Insert Subrecipient PM Email

VI. SCOPE OF PERFORMANCE

This AGREEMENT was awarded based on the application [for the CTSA direct allocation, replace the word "application" with "scope of work"] submitted by SUBRECIPIENT with the intention that the awarded funds would be used to implement the Project as described in the Project Description. Any substantive deviation from the Project Description must be approved in advance by written amendment if grant funds are to be used for such changes. If SUBRECIPIENT believes substantive changes need to be made to the Project, SUBRECIPIENT will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the relevant federal funding program [include the following language for all contracts except the CTSA direct allocation] and whether the changes would have negatively affected the Project scoring during the grant application process. SANDAG reserves the right to have AGREEMENT funding withheld or refunded due to substantive Project changes.

SUBRECIPIENT must prioritize the service funded by this AGREEMENT for the target population, ensuring that at least 80 percent of the service is provided for older adults and individuals with disabilities. **[Following sentence for vehicle grants only]** Any vehicle funded through this agreement must be operated at least 20 hours per week for the duration of its minimum useful life.

SUBRECIPIENT must make diligent and timely progress toward completion of the Project within the timeliness set forth in the Project Schedule, which is included in the Project Description. SUBRECIPIENT further agrees to the requirements and timeframes set forth in SANDAG Board Policy No. 035: Competitive Grant Program Procedures, as amended, and located on the SANDAG web page.

In the event SUBRECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, SUBRECIPIENT shall immediately notify the SANDAG STGP Project Manager in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which SUBRECIPIENT expects to complete performance. SUBRECIPIENT's notification will be informational in character only, and SANDAG's receipt of it is not a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this AGREEMENT.

VII. PROJECT BUDGET

The SUBRECIPIENT and SANDAG have agreed to a Project Budget that is set forth in the Project Description. The SUBRECIPIENT and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. SUBRECIPIENT may, with prior written approval from the STGP Project Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

- The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,
- The reallocation does not negatively impact the benefits obtained from the Project, and
- There is no increase to the Fund Limit or decrease to the Match Percentage shown on the first page of this AGREEMENT.

Any other changes to the Project Budget require the issuance of an amendment to the AGREEMENT.

VIII. MONITORING AND COMPLIANCE

SUBRECIPIENT's performance will be monitored for consistency with the Project Description. SANDAG will utilize the SANDAG STGP Grant Monitoring Checklist to document compliance using both cost and non-cost performance indicators. The Checklist is available by contacting the STGP Project Manager.

SUBRECIPIENT's performance will be measured against the Performance Targets included in the Project Description during the term of this AGREEMENT. If the SUBRECIPIENT does not achieve minimum performance requirements, SANDAG will issue SUBRECIPIENT a written Notice to Complete a Recovery Plan pursuant to the SANDAG Specialized Transportation Program Management Plan (PMP).

SANDAG will utilize the SANDAG STGP Grant Monitoring Checklist at regular site visits or desk reviews to verify compliance with provisions in this AGREEMENT and document compliance deficiencies. If SUBRECIPIENT does not comply with provisions in this AGREEMENT, SANDAG will issue SUBRECIPIENT a written Notice to Complete a Recovery Plan pursuant to the PMP.

SUBRECIPIENT must comply with the most recently approved version of the PMP. A copy of the PMP can be obtained from STGP web page or by contacting the SANDAG STGP Project Manager. In the case of a conflict between the PMP and this AGREEMENT, this AGREEMENT prevails.

IX. FUNDING REQUIREMENTS

It is mutually understood between the Parties that this AGREEMENT has been written for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed only after ascertaining the availability and appropriation of funds.

This AGREEMENT is valid and enforceable only if sufficient funds are made available to SANDAG by the United States Government for the purpose of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the SANDAG Board of Directors, Congress or the State Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

It is mutually agreed that, if Congress or the SANDAG Board of Directors does not appropriate sufficient funds for the program and Project, this AGREEMENT will be amended to reflect any reduction in funds.

SANDAG has the option to void this AGREEMENT under the termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, SANDAG may reimburse or offset SUBRECIPIENT costs in accordance with the provisions of this AGREEMENT.

X. ALLOWABLE COSTS FOR NON-VEHICLE PURCHASES **[Remove section if not applicable]**

Payment for this AGREEMENT will be on a reimbursement basis, based upon expended actual allowable direct and indirect costs, including, but not limited to, labor costs, employee benefits, and travel and third-party contract costs incurred by SUBRECIPIENT in performance of the Project work, not to exceed the Fund Limit set forth in this AGREEMENT and consistent with the Project Budget. SUBRECIPIENT must have incurred the expenditures on or after receiving the SANDAG Notice to Proceed and before the Termination Date of this AGREEMENT.

Indirect costs are reimbursable if the SUBRECIPIENT has indicated the use of indirect costs in its application to SANDAG, and if the SUBRECIPIENT has a Federally Negotiated Indirect Cost Rate (FNICR) recognized by the federal government or has elected to use the de minimis rate. **[Remove sentence if not applicable]** The indirect cost rate to be used by SUBRECIPIENT is Insert Rate from SUBRECIPIENT's Indirect Cost Rate Certification Form or de minimis.

XI. COST PRINCIPLES

SUBRECIPIENT agrees to comply with 2 CFR Part 200 and Part 1201, as amended, including but not limited to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.

SUBRECIPIENT agrees, and will cause its third-party contractors to agree, that (a) Contract Cost Principles and Procedures and Federal Acquisition Regulations System under 2 CFR Part 200, as amended and Part 1201 will be used to determine the allowability of individual Project cost items; and (b) all Parties must comply with federal administrative procedures in accordance with 2 CFR Part 200, as amended, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the following attachments to this AGREEMENT: Standard Federal Provisions (Federal Transit Administration), Federal Provisions for Procurements in Excess of $100,000, and the Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities.

Any Project costs for which SUBRECIPIENT has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 200 or Part 1201, as amended, are subject to repayment by SUBRECIPIENT to SANDAG by offset or other means approved by SANDAG. Should SUBRECIPIENT fail to reimburse moneys due to SANDAG within 30 calendar days of discovery or demand, or within such other period as may be agreed to in writing between the Parties, SANDAG is authorized to intercept and withhold future payments due to SUBRECIPIENT from SANDAG.

XII. REPORTS AND DATA COLLECTION

SUBRECIPIENT must submit written progress reports no less frequently than quarterly to allow SANDAG to determine if SUBRECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed. Grant Progress Reports, including Project data establishing SUBRECIPIENT's performance as compared to the Performance Targets included in the Project Description, must be provided by SUBRECIPIENT to SANDAG at least quarterly. The standardized SUBRECIPIENT reporting forms will be provided by the SANDAG STGP Project Manager if an online software is not available.

SUBRECIPIENT must provide any requested data regarding trips, populations served, or other data as may be needed to establish SUBRECIPIENT's performance and compliance with the AGREEMENT, including but not limited to any reports required by federal funding agencies such as the performance measure reporting set forth in FTA Circular and Transit Asset Management set forth in 49 CFR Parts 625 and 630.

If SUBRECIPIENT expends $1 million or more in Federal awards in SUBRECIPIENT's fiscal year, SUBRECIPIENT must have a single audit conducted for that year in accordance with the Office of Management and Budget (OMB) under 2 CFR Part 200, as amended, unless SUBRECIPIENT elects to have a program-specific audit. If the only Federal funds expended by SUBRECIPIENT are Section 5310 funds, SUBRECIPIENT may elect to have a program-specific audit. The federal Assistance Listings Number for the Section 5310 Program is 20.513. If a single audit or program-specific audit is required, SUBRECIPIENT must submit the audit to SANDAG. SANDAG will issue a management decision within six months of receipt of the single audit if there are audit findings that relate to the Section 5310 award. SANDAG will state whether or not the audit finding is sustained, and if the SUBRECIPIENT has not yet completed the corrective action, a timetable for follow-up will be given.

In order to track the types of persons served by SUBRECIPIENT for Title VI, as well as provide information to SUBRECIPIENT to help it better serve its clients, SUBRECIPIENT must collect client demographic information at least quarterly, and report those data to SANDAG on an annual basis or upon request, on a form to be provided by SANDAG.

XIII. INDEMNIFICATION AND LIABILITY

Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties to this AGREEMENT or affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to operation, maintenance, or repair different from the

standard of care imposed by law or this AGREEMENT. In connection with the Project, SUBRECIPIENT agrees that SANDAG is not subject to any obligations or liabilities to any third-party contractor, or other person or entity that is not a party to this AGREEMENT. Notwithstanding that SANDAG may have concurred in or approved any third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the SUBRECIPIENT, including any third-party contractor at any tier.

Neither SANDAG nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SUBRECIPIENT or its third-party contractors under or in connection with any work, authority, or jurisdiction arising from or related to this AGREEMENT. SUBRECIPIENT and its third-party contractors must fully defend, indemnify, and save harmless SANDAG, its officers and employees from all claims, suits, or actions of every name, kind, and description occurring by reason of anything done or omitted to be done by SUBRECIPIENT and its third-party contractors under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT.

In all third-party contracts funded in whole or in part under this Agreement, SUBRECIPIENT shall include provisions requiring the third-party contractor to defend, indemnify, and hold harmless SANDAG, its officers, officials, employees, and agents on terms at least as protective as those set forth in this Agreement.

[Remove the following section if SUBRECIPIENT is a governmental agency]

XIV. INSURANCE

A. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. Carriers must be licensed to do business in California and maintain an agent for service of process within California. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

B. Pass-Through Costs to SANDAG

To the extent SUBRECIPIENT elects to pass through insurance premium costs to SANDAG, SUBRECIPIENT shall not charge SANDAG for any insurance costs that are not directly attributable to the Project. SUBRECIPIENT shall not pass through insurance costs to SANDAG that are attributable to, or overlap with, work performed for SUBRECIPIENT's other projects or clients or are included in SUBRECIPIENT's indirect cost rate.

C. Notice of Termination, Cancellation, or Change

Should any of the insurance policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and sent to SANDAG. SUBRECIPIENT shall notify SANDAG immediately following SUBRECIPIENT's first notice or awareness of any proposed or actual termination, cancellation, or change in its insurance coverage. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be amended or canceled, except after 30 days' prior written notice has been given to SANDAG. Notice of cancellation sent by registered mail, postage prepaid, with a return receipt requested shall be sufficient notice.

D. Failure to Provide Insurance

Failure by SUBRECIPIENT to provide and continue in force any insurance as described in this Insurance Section shall be deemed a material breach of this Agreement, which SANDAG may deem to constitute cause for immediate termination. SANDAG reserves the right to withhold payments to SUBRECIPIENT in the event of material noncompliance with the insurance requirements outlined herein.

E. Certificates of Insurance and Endorsements

SUBRECIPIENT shall furnish SANDAG with Certificates of Insurance and any required endorsements affecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must specifically state that they modify the policy language. All certificates and endorsements are to be received and approved by SANDAG before work commences. SUBRECIPIENT shall ensure that the representations made on the Certificate of Insurance and endorsements are true and correct. Complete policies of insurance shall be provided to SANDAG upon request and no later than five (5) days after such request. The coverage forms and related endorsements required herein shall conform to the Insurance Services Office (ISO) or equivalent coverage forms.

F. Commercial General Liability and Auto Liability Endorsements

The Commercial General and Auto Liability policies shall contain, or be endorsed to contain, the following provisions:

- SANDAG, its directors, officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT, including materials, parts, or equipment furnished in connection with such work or operations.

- Commercial general liability coverage shall be provided in the form of an additional insured policy endorsement to the Consultant's insurance at least as broad as ISO CG 20 10 and CG 20 37 forms, respectively. Auto liability coverage shall be provided in the form of an additional insured policy endorsement at least as broad as the ISO CA 20 48 form.

- For any claims related to this project, the SUBRECIPIENT's insurance coverage shall be primary insurance as to SANDAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute to it. SUBRECIPIENT shall provide SANDAG with a conforming ISO CG 20 01 Endorsement for Commercial General Liability and ISO CA 04 50 Endorsement for Auto Liability, respectively.

- SUBRECIPIENT agrees to waive all rights against SANDAG and its directors, officers, agents and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability and Auto Liability insurance required pursuant to this AGREEMENT. SUBRECIPIENT shall provide SANDAG a conforming ISO CG 24 04 Endorsement for Commercial General Liability and ISO CA 04 44 Endorsement for Auto Liability, respectively.

G. Insurance Certificate Submittals

SANDAG uses myCOI to track and verify insurance coverage. SUBRECIPIENT shall include the AGREEMENT number on all insurance-related correspondence submitted to myCOI (i.e., the insurance certificate itself).

1. Initial Certificate Submittal

SUBRECIPIENT will receive an email from:certificaterequest@mycoisolution.com. SUBRECIPIENT shall follow the instructions contained in the email and complete the online registration. Upon completion of registration, myCOI will request proof of insurance directly from SUBRECIPIENT's insurance agents. SANDAG will not execute the AGREEMENT, and SUBRECIPIENT shall not commence work unless SUBRECIPIENT is registered with myCOI, compliant certificates of insurance and endorsements have been received, and SANDAG has deemed the SUBRECIPIENT as compliant with the insurance requirements.

2. Renewal Certificate Submittals

SUBRECIPIENT shall cause its insurance agents to comply with requests for updated information from myCOI on no less than an annual basis. SUBRECIPIENT is responsible for ensuring that its agents send SANDAG updated certificates of insurance throughout the term of the AGREEMENT via myCOI. SANDAG reserves the right to terminate this AGREEMENT or to withhold payments to SUBRECIPIENT if SUBRECIPIENT fails to maintain compliance with the insurance requirements of this AGREEMENT, including providing current certificates of insurance and endorsements to myCOI.

H. No Limitation on Liabilities and Obligations

The requirements as to the types and limits of insurance coverage to be maintained by SUBRECIPIENT, and any approval of said insurance by SANDAG or myCOI are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBRECIPIENT pursuant to this AGREEMENT, including, but not limited to, the provisions concerning indemnification.

The specified insurance limits are minimum amounts to be provided, and any insurance maintained by SUBRECIPIENT above such limits shall provide protection to SANDAG and all additional insureds to the same extent as other insurance provided by SUBRECIPIENT.

I. Waiver and Release of Liability for Auto Liability and/or Workers' Compensation Insurance

Notwithstanding the foregoing section, SUBRECIPIENT may be granted a waiver of the requirements in this section under the following conditions:

- If SUBRECIPIENT does not purchase Workers' Compensation insurance because it has no employees or it has fewer employees than is mandated by the Workers' Compensation statutes, regulations, and applicable to employers in the State of California, then SUBRECIPIENT will be required to sign the Workers' Compensation Waiver and Release of Liability Agreement in order to be allowed to perform work or services for SANDAG. The document is available from the SANDAG Contracts Department.

- If SUBRECIPIENT does not purchase Auto Liability insurance because it has no vehicles that will be used in the course of performing work pursuant to this AGREEMENT, and its business will not utilize hired or non-owned vehicles in the course of performing work pursuant to this AGREEMENT in the State of California, then SUBRECIPIENT will be required to sign the Automobile Liability Waiver and Release of Liability Agreement in order to be allowed to perform work or services for SANDAG. The document is available from the SANDAG Contracts Department. Until the Waiver is signed or Auto Liability insurance consistent with this Agreement is purchased and approved by SANDAG, SUBRECIPIENT is not authorized to use a vehicle in the course of performing work pursuant to this AGREEMENT.

J. Self-Insured Retentions

Any self-insured retentions must be declared to SANDAG. At the option of SANDAG, the SUBRECIPIENT shall provide a financial guarantee satisfactory to SANDAG guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Claims-Made Coverages

If any of the SUBRECIPIENT's insurance is written on a claims-made form:

- The insurance coverage period must commence before the effective date of the AGREEMENT or the beginning of work performed pursuant to the AGREEMENT.

- Insurance must be maintained, and evidence of insurance must be provided for at least two years after completion of work under the AGREEMENT.

- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the AGREEMENT effective date, the SUBRECIPIENT must purchase an extended reporting coverage for a minimum of two years after completion of work under the AGREEMENT.

- A copy of the claims reporting requirements must be submitted to SANDAG for review.

L. Cross-Liability Coverage

If SUBRECIPIENT's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

M. Additional Insureds

The Commercial General Liability and Auto Liability policies shall name in the endorsements and schedules as additional insured, San Diego Association of Governments (SANDAG) and its directors, officers, agents, employees, and designated volunteers.

N. Minimum Policy Limits and Requirements

SUBRECIPIENT must procure and maintain, and cause its third-party contractors to maintain, during the period of performance of this AGREEMENT and for 12 months following the termination date of this AGREEMENT, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as provided below.

With regard to Automobile Liability, SUBRECIPIENT has two coverage options.

- Related to autos that are owned[1] by the SUBRECIPIENT, SUBRECIPIENT is responsible for full coverage on all autos (ISO Form CA 00 01, Code 1).

- If SUBRECIPIENT does not own the vehicles used in service, then SUBRECIPIENT may obtain coverage for hired autos[2] (Code 8) and non-owned autos (Code 9).

SUBRECIPIENT is responsible for notifying SANDAG of any change in auto ownership and/or coverage and must affirm to SANDAG that the proper level of insurance has been obtained based on the ownership status of each vehicle used in service. If proper levels of insurance are not obtained, SUBRECIPIENT may not be reimbursed for Project Costs associated with the use of those vehicles. Further, SUBRECIPIENT shall ensure its third-party contractors obtain proper levels of Automobile Liability insurance coverage, indemnify SANDAG, and include SANDAG as an additional insured in all Automobile Liability policies as provided above, providing endorsements upon request by SANDAG.

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[1] As defined in the California Vehicle Code, Section 460, an "owner" is a person or entity having all the incidents of ownership, including the legal title of a vehicle whether or not such person lends, rents, or creates a security interest in the vehicle; the person entitled to the possession of a vehicle as the purchaser under a security agreement; or the State, or any county, city, district, or political subdivision of the State, or the United States, when entitled to the possession and use of a vehicle under a lease, lease-sale, or rental-purchase agreement for a period of 30 consecutive days or more. For purposes herein, owner also includes "registered owner" as defined by the California Vehicle Code, Section 505, as the person or entity that has registered with the DMV as the owner/operator of the vehicle.

[2] Hired auto includes temporary, leased, rented, and borrowed vehicles used in operations.

Insurance Type	Requirements	Limits
Commercial General Liability (CGL)	Coverage shall conform to ISO Form CG 00 01 covering CGL on an "occurrence" basis. Policy shall include all elements of Coverages A, B, and C.	Limits no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall be twice the required occurrence limit. The policy shall be issued on an occurrence basis.
Automobile Liability	Coverage shall conform to ISO Form CA 00 01 covering any auto (Code 1). If SUBRECIPIENT does not own[3] vehicles, coverage shall instead include hired autos (Code 8) and non-owned autos (Code 9). SUBRECIPIENT must cause its third-party contractor(s) to include SANDAG as an additional insured on its/their policy.	Limit no less than **$1,000,000** per accident for bodily injury and property damage. The policy shall be issued on a combined single limit.
Workers' Compensation and Employer's Liability	Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" covering SANDAG and its directors, officers, and employees. If the SUBRECIPIENT utilizes a Professional Employer Organization (PEO), SUBRECIPIENT must furnish a certificate documenting that the SUBRECIPIENT is named as insured along with the required Waiver of Right to Recover From Others Endorsement.	As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident; **$1,000,000** policy limit bodily injury by disease; and **$1,000,000** each employee bodily injury by disease.

SUBRECIPIENT and its third-party contractor(s) must maintain sufficient insurance or a self-insurance program approved by SANDAG to cover all casualty losses and ensure the repair or replacement of federally funded Property. In the event a piece of Property is not replaced or repaired, SUBRECIPIENT agrees to reimburse SANDAG for the federal share of the original purchase price of the Property. SUBRECIPIENT will not be entitled to a return of any of its matching funds previously provided to purchase the Property.

[3] As defined in the California Vehicle Code, Section 460, an "owner" is a person or entity having all the incidents of ownership, including the legal title of a vehicle whether or not such person lends, rents, or creates a security interest in the vehicle; the person entitled to the possession of a vehicle as the purchaser under a security agreement; or the State, or any county, city, district, or political subdivision of the State, or the United States, when entitled to the possession and use of a vehicle under a lease, lease-sale, or rental-purchase agreement for a period of 30 consecutive days or more. For purposes herein, owner also includes "registered owner" as defined by the California Vehicle Code, Section 505, as the person or entity that has registered with the DMV as the owner/operator of the vehicle.

O. INSURANCE CERTIFICATE SUBMITTAL

SANDAG uses an insurance tracking software, myCOI, to track and verify insurance coverage. SUBRECIPIENT is responsible for ensuring that its insurance agent(s) send SANDAG updated certificates of insurance throughout the term of this AGREEMENT via the insurance tracking software or as otherwise requested by SANDAG.

Acceptance by SANDAG of a certificate of insurance or endorsement that varies from the requirements in this AGREEMENT shall not constitute a waiver by SANDAG of strict compliance with the provisions in this AGREEMENT.

XV. DISABILITY ACCESS REVIEW

Disability access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs, and related facilities. No construction contract will be awarded by SUBRECIPIENT unless SUBRECIPIENT plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations and the Americans with Disabilities Act (42 USC 12101, et seq.).

XVI. NONDISCRIMINATION

During the performance of this AGREEMENT, SUBRECIPIENT and all of its third-party contractors must not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age (over 40), gender identity or expression, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), medical condition, physical or mental disability, genetic information, sexual orientation, marital status, military or veteran status or any other category protected under federal, state or local law. SUBRECIPIENT and its third-party contractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its third-party contractors must comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by this reference as if set forth in full. SUBRECIPIENT and its third-party contractor must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

SUBRECIPIENT must include the nondiscrimination and compliance provisions of this Section in all third-party contracts to perform work under this AGREEMENT.

SUBRECIPIENT agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

A. Nondiscrimination in Federal Transit Programs

SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier under the Project, with the provisions of 49 USC § 5332. These provisions prohibit discrimination on the basis of race, color, religion, national origin, sex, age, and disability, and prohibit discrimination in employment or business opportunity.

B. Nondiscrimination on the Basis of Disability

SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), prohibits discrimination on the basis of disability by recipients and subrecipients of federal financial assistance.

- The ADA, as amended (42 USC § 12101, et seq.), prohibits discrimination against qualified individuals with disabilities in all programs and activities, as well as imposes specific requirements on public and private providers of public transportation.

- DOT regulations implementing Section 504 and the ADA include 49 CFR Parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.

- Providers of demand-responsive service must utilize accessible vehicles, as defined at 49 CFR § 37.7, or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent with regard to schedules, fares, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions and priorities based on trip purpose.

- In addition, those who receive any AGREEMENT funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

C. Nondiscrimination-Title VI

SUBRECIPIENT agrees to comply, and assures the compliance of each third-party contractor at any tier of the Project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d et seq.), provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21.

- FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.” This document provides those who receive AGREEMENT funds with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR Part 21), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 Fed. Reg. 74087, Dec. 14, 2005).

- U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005). This guidance clarifies the responsibilities of those receiving Federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964.

D. Equal Employment Opportunity (EEO)

SUBRECIPIENT shall comply, and shall require all contractors and subcontractors at every tier to comply, with all applicable federal equal employment opportunity and nondiscrimination laws, including Title VII of the Civil Rights Act of 1964, as amended (42 USC § 2000e et seq.), 49 USC § 5332, and any applicable regulations, guidance, or directives issued by the U.S. Department of Transportation or the Federal Transit Administration. The SUBRECIPIENT shall maintain such policies, procedures, records, and documentation as may be required to demonstrate compliance with applicable federal nondiscrimination and equal employment opportunity requirements.

E. Nondiscrimination on the Basis of Sex

SUBRECIPIENT agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended (20 USC §1681, et seq.), with DOT implementing regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25.

F. Nondiscrimination on the Basis of Age

SUBRECIPIENT agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, (42 USC § 6101, et seq.), and Department of Health and Human Services' (DHHS) implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," (45 CFR Part 90), which prohibit discrimination against individuals on the basis of age. In addition, SUBRECIPIENT agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA), 29 USC §§ 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625), which prohibit employment discrimination against individuals on the basis of age.

SUBRECIPIENT must sign and submit to SANDAG the following forms attached to this AGREEMENT, prior to, or concurrently with, this AGREEMENT: "Certificate of Nondiscrimination Assurances," and "Equal Employment Opportunity Certificate."

XVII. COMPLAINT PROCEDURES

SUBRECIPIENT must record and track complaints made by employees, volunteers, clients, or the general public, including complaints relating to Title VI, ADA, and service quality, or any other grievance pertaining to the Project. SUBRECIPIENT must establish and implement procedures to ensure timely resolution of complaints, and sufficiently document steps taken to investigate and address complaints. SUBRECIPIENT must make these records available to SANDAG for inspection during audits. Additionally, SUBRECIPIENT must report service quality complaints to SANDAG on regularly submitted progress reports. If SUBRECIPIENT receives a Title VI-related or ADA-related complaint, SUBRECIPIENT must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

XVIII. ELDER ABUSE REPORTING

California Welfare and Institutions Code (WIC) §15630 provides in part: "Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation, is a mandated reporter."

To the extent SUBRECIPIENT or a third-party contractor at any tier is a mandated reporter, SUBRECIPIENT agrees to comply, and assure the compliance of its third-party contractors, with the applicable provisions of the Elder Abuse and Dependent Adult Civil Protection Act (WIC §15600, et seq.). Additional information and training for mandated reporters can be found on the California Department of Social Services website: https://www.cdss.ca.gov/inforesources/Adult-Protective-Services

XIX. PURCHASES BY SUBRECIPIENT

A. All Purchases

Prior authorization in writing by SANDAG is required before SUBRECIPIENT enters into any third-party contract exceeding $10,000. SUBRECIPIENT must provide an evaluation of the necessity of incurring such costs. Any third-party contract with a value exceeding $10,000 must be competitively bid by SUBRECIPIENT, or the absence of bidding must be adequately justified in a Sole Source Justification and approved by the SANDAG Grants Program Manager.

Any Property purchased as a result of this AGREEMENT is subject to the following:

- SUBRECIPIENT must maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under this AGREEMENT.

- The inventory record of each piece of such Property must include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder, and/or any other information necessary to identify said Property. (2 CFR Part 200, as amended).

- Non-expendable Property are those items of Property that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of Property costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request.

- SUBRECIPIENT must maintain ownership of any real or personal property purchased using AGREEMENT funding (Property) and must use such Property only for the purposes set forth in this AGREEMENT. The Parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended.

- The useful life of the Property will be specified in the Project Description if known at the time of contracting.

- SUBRECIPIENT must maintain each piece of Property in good operating order consistent with the purposes for which it was intended. SUBRECIPIENT agrees to make all maintenance records available to SANDAG and include, as applicable, in reports (see section entitled “Reports”, above).

- SUBRECIPIENT must maintain, or cause to be maintained, the Property at a high level of cleanliness, safety, and, if applicable, mechanical soundness, under maintenance procedures, which SUBRECIPIENT must create and implement. SANDAG and the FTA have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the Property.

- Disposition of federally funded property shall be conducted in accordance with 2 CFR Part 200, as amended, and applicable FTA requirements. Where required by federal law, the Federal Government shall be reimbursed for its proportionate share of the current fair market value of the property.

- SANDAG and SUBRECIPIENT agree that if a piece of Property is utilized for transportation services, it shall be provided in a nondiscriminatory manner. SANDAG agrees to provide any necessary Title VI reporting to the federal government. SUBRECIPIENT agrees to provide such technical assistance and information as necessary for the development of that Title VI report (see also the section entitled “Nondiscrimination,” above).

[Subsection Used For Vehicle Projects Only]

B. Vehicle Purchases

The AGREEMENT provides vehicle funding to SUBRECIPIENT. SUBRECIPIENT vehicles must be retained in service in accordance with useful life standards in FTA Circular 5010.1F. SUBRECIPIENT is responsible at its sole cost for all normal maintenance and upkeep, insurance, taxes, and registration fees related to the Property. SUBRECIPIENT must enter into the Vehicle Lease Agreement(s) for the purchase of revenue or non-revenue vehicles. SUBRECIPIENT must comply with the terms of the Vehicle Lease Agreement(s) for any vehicle purchases. Any Vehicle Lease Agreement(s) subsequently executed for the purpose of engaging a third-party contractor to operate the Vehicles purchased under this AGREEMENT are incorporated by this reference. SUBRECIPIENT shall notify SANDAG if there is any change in who will operate the vehicle(s) under a Vehicle Lease Agreement, including the addition or removal of a third-party contractor.

On behalf of SUBRECIPIENT, SANDAG will procure vehicle(s) in compliance with all federal requirements for competitive procurement, including, but not limited to the Buy America requirements applicable to vehicles pursuant to FTA's requirements. SUBRECIPIENT must develop appropriate plans and specifications for each vehicle to meet SUBRECIPIENT's needs. SANDAG is not responsible for errors in plans or specifications provided by SUBRECIPIENT.

FTA requires that SANDAG maintain control of vehicles purchased with funds provided under this AGREEMENT. At the conclusion of the minimum useful life of the vehicle(s), or if this AGREEMENT is terminated, vehicle(s) must be disposed of consistent with FTA guidance, the PMP, and the Vehicle Lease Agreement(s).

SUBRECIPIENT agrees that a default under this AGREEMENT is a default under the Vehicle Lease Agreement with SANDAG and vice versa.

In the event a vehicle purchased pursuant to this AGREEMENT is damaged, lost, or stolen, and the insurance proceeds obtained by SUBRECIPIENT are insufficient to cover the loss, SUBRECIPIENT must provide the additional funding needed to cover the difference for a replacement, or forfeit the insurance proceeds to SANDAG and FTA and request an amendment to this AGREEMENT to reduce SUBRECIPIENT's award amount and amend the Project Description and Performance Targets as may be needed.

SUBRECIPIENT must notify SANDAG within 72 hours if a vehicle will be placed out of service for more than fourteen calendar days. The form to report vehicles out of service is available on the STGP webpage at www.sandag.org/stgp.

SUBRECIPIENT must adhere to the project property disposition procedures outlined in the PMP and, at the time of disposition, work with SANDAG to discuss any outstanding Project closeout matters of concern to either party.

XX. THIRD-PARTY CONTRACTING

SUBRECIPIENT must perform the work contemplated with resources available within its own organization and no portion of the work will be completed by a third-party contractor without written authorization by SANDAG. Any third-party contract entered into as a result of this AGREEMENT must contain all the provisions in this AGREEMENT that are applicable to SUBRECIPIENT's third-party contractor, including but not limited to indemnification and insurance. By requesting approval from SANDAG for use of a third-party contractor, SUBRECIPIENT will be asserting to SANDAG that it has an independent contractor relationship with that third-party contractor that meets the requirements under California law.

SUBRECIPIENT must execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with the federal

government. SUBRECIPIENT must provide signed debarment and suspension certificates to SANDAG in advance of utilizing any third-party contractor.

Any third-party contract entered into by SUBRECIPIENT as a result of this AGREEMENT must mandate that travel, per diem reimbursements, and third-party contract reimbursements will be allowable as Project costs only after those costs are incurred and paid for by the third-party contractor.

Although SUBRECIPIENT may delegate any or almost all Project responsibilities to one or more third-party contractors at any tier, SUBRECIPIENT agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this AGREEMENT.

XXI. DRUG AND ALCOHOL TESTING

SUBRECIPIENT agrees to provide drug and alcohol testing of its drivers to the extent it is required by federal law.

XXII. ETHICS

SUBRECIPIENT agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts supported with funding provided under this AGREEMENT. SANDAG has established policies concerning potential conflicts of interest as provided in SANDAG Board Policy No. 016, available on the SANDAG web page, and they apply to SUBRECIPIENT.

For all awards by SANDAG or SUBRECIPIENT, any practices which might result in unlawful activity are prohibited, including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and SUBRECIPIENT staff are specifically prohibited from participating in the selection process for a procurement when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or SUBRECIPIENT if one of their respective board members or staff has a prohibited financial interest in the contract. Staff is also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG or SUBRECIPIENT. Neither SANDAG nor SUBRECIPIENT's officers, employees, agents, and board members will solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

SUBRECIPIENT's written code of conduct must include the above provisions and penalties, sanctions, or other disciplinary actions for violation of these provisions by its officers, employees, board members, agents, or third-party contractors at any tier. By signing this AGREEMENT, SUBRECIPIENT affirms that it has no knowledge of an ethical violation by SANDAG or SUBRECIPIENT staff. If SUBRECIPIENT has any reason to believe a conflict of interest exists with regard to the AGREEMENT or the Project, it should notify the SANDAG Office of General Counsel immediately at SANDAG, 1011 Union Street, Suite 400, San Diego, California 92101; (619) 699-1900.

XXIII. COMPLIANCE WITH LABOR AND OTHER LAWS

If this Project will result in the construction, alteration, modification, or maintenance of a "Public Work," as that term is defined in the Labor Code, then SUBRECIPIENT must conform to the provisions of the Labor Code applicable to Public Works as set forth in sections 1720 through 1815, all applicable regulations of the Department of Industrial Relations, and determinations of coverage as issued by the Director of Industrial Relations.

SUBRECIPIENT must include in all third-party contracts funded by this AGREEMENT which contemplate the actual construction of a Public Works project paid for by funds allocated under this AGREEMENT, a clause that requires each third-party contractor to comply with California Labor Code requirements that all

workers employed on public works projects (as defined in California Labor Code 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Director of the State Department of Industrial Relations.

SUBRECIPIENT must comply with all federal, state, and local laws and ordinances applicable to this AGREEMENT. This includes compliance with laws defining independent contractors, when applicable. SUBRECIPIENT must pass all of the provisions in this section through to its third-party contractors at any tier.

SUBRECIPIENT must be aware of the requirements of the Immigration Reform and Control Act of 1986 and comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, consultants, and subcontractors that are contemplated by this AGREEMENT.

SUBRECIPIENT represents and warrants to SANDAG that it has all necessary licenses, permits, qualifications, and approvals, of whatever nature, that are legally required for it to operate legally. SUBRECIPIENT further represents and warrants to SANDAG that it shall keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals that are required for it to perform under this AGREEMENT.

The State Fire Marshal adopts building standards for fire safety and panic prevention. When applicable, SUBRECIPIENT must ensure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with fire protection standards.

XXIV. RECORDS RETENTION AND AUDITS

SUBRECIPIENT and its third-party contractors at any tier must establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of SUBRECIPIENT, and its third-party contractors at any tier, must conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of SUBRECIPIENT and its third-party contractors at any tier connected with Project performance under this AGREEMENT must be maintained for a minimum of three years from the date of the SANDAG final payment to SUBRECIPIENT and be held open to inspection, copying, and audit by representatives of SANDAG and auditors representing the federal or state government. Copies must be furnished by SUBRECIPIENT and its third-party contractors at any tier upon receipt of any request made by SANDAG or its agents.

SUBRECIPIENT and its third-party contractors at any tier will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SANDAG for the purpose of any investigation to ascertain compliance with this AGREEMENT.

XXV. MEDIA AND COMMUNITY OUTREACH COORDINATION

SUBRECIPIENT agrees to keep SANDAG up-to-date on the Project and media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. SUBRECIPIENT agrees to assist SANDAG with media or community events related to the grant-funded project.

SUBRECIPIENT agrees to use the SANDAG Grant Recipient Communications Guidelines when using outreach and promotional materials, logos, social media, photographs, and testimonials to publish Project information. The SANDAG Grant Recipient Communications Guidelines can be obtained by contacting the STGP Project Manager.

As part of the reports submitted to SANDAG, SUBRECIPIENT agrees to provide Project information to support SANDAG media and communications efforts. SUBRECIPIENT agrees to submit at least one project photo of high quality and one project testimonial to SANDAG at least on a quarterly basis for the duration of this AGREEMENT. If SUBRECIPIENT is awarded one or more vehicles through this AGREEMENT, SUBRECIPIENT agrees to submit at least one project photo of high quality and one project testimonial per quarterly progress report. High-quality photos should be high resolution with a minimum of 300 pixels per inch and submitted electronically in JPEG or JPG format. Project photos should be accompanied by captions with project descriptions, dates, locations, and names of those featured, if appropriate. Project testimonials should relay information provided by Project beneficiaries on how the Project improved their mobility and advanced the program goal.

SANDAG reserves the right to use the information provided by SUBRECIPIENT for any purpose, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, SUBRECIPIENT releases the rights to the photos to SANDAG for its use and affirms that the photos have been obtained with the consent of all persons featured in the photo (or that of a parent or guardian of persons under the age of 18) using the SANDAG Photo and Testimonial Release form to be provided by the SANDAG STGP Project Manager, or a similar release form developed by the SUBRECIPIENT and agreed upon by SANDAG.

SUBRECIPIENT agrees to include the most current SANDAG logo on promotional materials for services and any vehicles funded by this AGREEMENT. SANDAG will provide SUBRECIPIENT with the logo upon request. The SANDAG logo may not be used for any purpose not expressly authorized by SANDAG.

XXVI. CHANGES IN TERMS OR CONDITIONS

This AGREEMENT may be amended or modified only by mutual written agreement of the Parties. SUBRECIPIENT agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect SUBRECIPIENT's ability to perform the Project in accordance with the terms of this AGREEMENT. SUBRECIPIENT also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project or SUBRECIPIENT's ability to carry out the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, SUBRECIPIENT agrees to send each notice to SANDAG required by this subsection to the SANDAG Office of General Counsel.

SANDAG is obligated to notify the FTA of any change in conditions, including changes in local law or litigation which would affect performance of the project. SUBRECIPIENT agrees that, in the event such circumstances occur, it will notify SANDAG, in writing, within ten calendar days.

XXVII. DISPUTES

This AGREEMENT shall be interpreted in accordance with the laws of the State of California.

In the event SUBRECIPIENT has a dispute with SANDAG during the performance of this Agreement, SUBRECIPIENT shall continue to perform unless SANDAG informs SUBRECIPIENT in writing to cease performance. SUBRECIPIENT shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation to the SANDAG STGP Project Manager. The STGP Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to SUBRECIPIENT within 20 calendar days. Upon receipt of an adverse decision by SANDAG, SUBRECIPIENT may submit a request for reconsideration to the SANDAG CEO. The request for reconsideration must be received within ten calendar days from the postmark date of the SANDAG reply. The CEO will respond to the request for reconsideration within ten working days. The CEO's decision will be in writing.

If SUBRECIPIENT is dissatisfied with the results following exhaustion of the above dispute resolution procedures, SUBRECIPIENT shall make a written request to SANDAG for mediation. SANDAG shall respond to a request for mediation within 30 calendar days. If SANDAG agrees mediation is appropriate, a mutually acceptable mediator shall be selected by the Parties, and the Parties will proceed to mediation of the dispute.

If any action is brought to interpret or enforce any term of this AGREEMENT, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XXVIII. EARLY TERMINATION OF THIS AGREEMENT

This AGREEMENT may be terminated in whole or in part by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to SUBRECIPIENT will include authorized noncancelable obligations and eligible costs incurred prior to receipt of the notice of termination**. [Following Sentence for Vehicle Projects Only]** SUBRECIPIENT is still bound by the terms of the Vehicle Lease Agreement(s) as it pertains to the purchase and disposition of vehicles purchased under this AGREEMENT.

Notwithstanding the foregoing subsection, if the funds provided under this AGREEMENT are used by SUBRECIPIENT to purchase a vehicle, and SUBRECIPIENT is required or desires to return one or more vehicles to SANDAG prior to termination of the AGREEMENT, SUBRECIPIENT is not entitled to a return of any of its matching funds. SUBRECIPIENT must work with the SANDAG STGP Project Manager on a plan for disposition of any such vehicle. Furthermore, SUBRECIPIENT is responsible to SANDAG for paying for any storage, insurance, or other costs incurred by SANDAG to take early possession or dispose of the vehicle(s), unless otherwise agreed to in writing by SANDAG.

XXIX. PROJECT CLOSEOUT

The termination date of this AGREEMENT refers to the last date for SUBRECIPIENT to incur valid Project costs or credits. SUBRECIPIENT has 60 days after the termination date of this AGREEMENT to make final allowable payments to third-party contractors, prepare a Project Closeout Report, and submit the final invoice to SANDAG for reimbursement for allowable Project costs. Any unexpended Project funds invoiced after 90 days post the termination date of this AGREEMENT will be forfeited and will no longer be accessible by SUBRECIPIENT to reimburse for Project expenses. A Project Closeout Report can be accessed by contacting the SANDAG STGP Project Manager.

XXX. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is executed by and between two independent entities and that this is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

XXXI. INTEGRATION AND SEVERABILITY

This AGREEMENT represents the entire understanding of SANDAG and SUBRECIPIENT as to those matters contained in it. No prior oral or written understanding is of any force or effect with respect to those matters covered under this AGREEMENT. This AGREEMENT may not be modified or altered except in writing, signed by SANDAG. If any provision of the AGREEMENT is determined invalid, the remainder of the AGREEMENT will not be affected if that remainder would continue to conform to the requirements of

applicable laws or regulations. All Attachments to this AGREEMENT are incorporated by reference as though set forth in full.

XXXII. FORCE MAJEURE

Either party is excused from performance hereunder if such non-performance results from acts of God, epidemics, war, riots, acts of governmental authorities, or any other cause that could not have been overcome by the exercise of due diligence or planning by the non-performing party. In the event of the occurrence of a force majeure event, the party unable to perform must promptly notify the other party within five calendar days and provide an explanation describing why the inability to perform is not due in whole or in part to its actions or inaction. It must further use its best efforts to resume performance as quickly as possible and suspend performance only for the period necessary as a result of the force majeure event.

XXXIII. SURVIVAL

The rights, obligations and conditions set forth in the Sections of this AGREEMENT entitled Indemnification and Liability, Insurance, Notices, Cost Principles, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this AGREEMENT, will survive until the last applicable statute of limitations expires.

XXXIV. WAIVER

Neither the SANDAG review, approval, or acceptance of, nor payment for, any of the work required under this AGREEMENT is a waiver of any rights under this AGREEMENT by SANDAG.

XXXV. PROHIBITED INTERESTS

As an FTA designated recipient, SANDAG is required to inform the SUBRECIPIENT of the following information:

No member, officer, or employee of a local public body, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this AGREEMENT or to any benefit arising therefrom.

XXXVI. FTA REQUIREMENTS

SUBRECIPIENT must execute prior to, or concurrently with, this AGREEMENT the FTA-required certification forms. The federal government is not subject to any obligations or liabilities to any third-party contractor or any other person not a party to the agreement between SANDAG and FTA. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including SUBRECIPIENT or any other third-party contractor.

SUBRECIPIENT recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR § 31, apply to its actions pertaining to this AGREEMENT. Accordingly, by signing the AGREEMENT, SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make pertaining to the AGREEMENT. In addition to other penalties that may be applicable, SUBRECIPIENT also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on SUBRECIPIENT to the extent the federal government deems appropriate. SUBRECIPIENT also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with this

AGREEMENT, the government reserves the right to impose on SUBRECIPIENT the penalties of 18 USC § 1001, to the extent the federal government deems appropriate.

XXXVII. ATTACHMENTS

The following attachments are incorporated into and are made part of this AGREEMENT by this reference. In the event of conflicting provisions, the following order of precedence will apply: (1) Standard Federal Provisions (FTA) and Federal Provisions for Procurements in Excess of $100,000 **[Remove if not applicable]**; (2) Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities (FTA); (3) SANDAG Board Policy No. 35: Competitive Grant Program Procedures; (4) this AGREEMENT; and (5) the remaining attachments to this AGREEMENT.

- Project Description (Scope of Work, **[Choose One]** Project or Vehicle Schedule, and Project Budget)
- Subaward Information
- Standard Federal Provisions (Federal Transit Administration)
- Federal Provisions for Procurements in Excess of $100,000 **[Remove if not applicable]**
- Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities

XXXVIII. SIGNATURES

The persons below assert that they are authorized to execute this AGREEMENT and have executed it as of the date of the last signature below. This AGREEMENT may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The Parties agree to the use of electronic signatures.

SAN DIEGO ASSOCIATION OF GOVERNMENTS	INSERT SUBRECIPIENT NAME
ANTOINETTE MEIER **Senior Director of Regional Planning**	**INSERT SIGNATORY NAME** **Insert Signatory Title**

APPROVED AS TO FORM:

Office of General Counsel

PROJECT DESCRIPTION
(SCOPE OF WORK, [PROJECT OR VEHICLE] SCHEDULE, AND PROJECT BUDGET)

[To be inserted at time of grant execution]

SECTION 5310 VEHICLE PROCUREMENT SCHEDULE
[Replace with Project Schedule if not applicable]

The vehicle procurement process as outlined below must be followed unless there are extenuating circumstances outside the control of the responsible parties affecting the timing of the process. Timing may vary depending on the responsiveness of the SUBRECIPIENT and vendors, number and type of vehicle being purchased, specifications or modifications required, and the availability of vehicles through the California Association of Coordinated Transportation/Basin Transit Purchasing Cooperative.

Responsible Party	Action item	Timeframe
SANDAG	Solicit and verify quote(s) for vehicle(s) based on specifications provided in the grant application	Anticipated within three months after the SANDAG Board of Directors approves the proposed Section 5310 funding recommendations through a call for projects
SANDAG	Confirm quote details and match amount with awarded applicant	Anticipated within one month after SANDAG has verified vehicle quote(s)
SANDAG	Prepare and present the Section 5310 grant agreement and vehicle lease agreement to the awarded applicant	Anticipated within one month after the awarded applicant confirms the match amount
Awarded Applicant	Sign the Section 5310 grant agreement and vehicle lease agreement	Within 45 calendar days after SANDAG presents the grant agreement to the awarded applicant
SANDAG	Sign the Section 5310 grant agreement and vehicle lease agreement	Anticipated within 5 business days after the awarded applicant signs the agreements
SANDAG	Send the Notice to Proceed to the subrecipient	Anticipated within 5 business days after the grant agreement is executed
SANDAG	Send invoice for matching funds	Anticipated within one month after Notice to Proceed Date
Subrecipient	Provide matching funds to SANDAG	Within two months after Notice to Proceed Date
SANDAG	Issue Purchase Order(s) for vehicle(s)	Anticipated within three months after Notice to Proceed Date
Subrecipient	Complete all required post-delivery requirements	Within one month after delivery of vehicle(s)
SANDAG	Issue post-delivery certificates and “accept” vehicle(s)	Anticipated within one month after subrecipient completes post-delivery requirements
Subrecipient	Put vehicle(s) into service and notify SANDAG of the in-service date(s)	Within one month after SANDAG issuance of post-delivery certificates and acceptance of vehicle(s)
SANDAG	Issue an amendment to the grant and vehicle lease agreements to reflect the vehicle and payment information if needed	Anticipated within two months of payment for the equipment

Subrecipient	Operate vehicle(s) in accordance with Section 5310 grant agreement and vehicle lease agreement for the minimum useful life of vehicle(s)	• Class D and V vehicles (light-duty transit vans) at least four years or 100,000 miles • Class A, B, and C buses (medium-sized, light-duty, approx. 25'-35') at least five years or 150,000 miles
Subrecipient	Work with SANDAG on a plan for vehicle disposition consistent with the vehicle disposition procedures	At least six months prior to the end of the minimum useful life for each vehicle
SANDAG	Issue final disposition action	No earlier than the end of the minimum useful life for each vehicle

PROJECT BUDGET

[To be inserted at time of grant execution]

SUBAWARD INFORMATION

Subaward Identification:

(1) SUBRECIPIENT Name:

(2) SUBRECIPIENT Unique Entity Identifier:

(3) Federal Award Identification Number:

(4) Federal Award Date:

(5) Subaward Period of Performance-Start and End Dates:

a. Start: Last date of final signature on this AGREEMENT

b. End: OR Ten years after the last date of final signature on this AGREEMENT

(6) Amount of Federal Funds Obligated by this action: $

Total Amount of Federal Funds Obligated to SUBRECIPIENT by the pass-through entity including the current obligation: SANDAG has obligated $ FTA Section 5310 funds to the SUBRECIPIENT.

(7) Total Amount of the Federal Award Committed to SUBRECIPIENT: $

(8) Federal Award Project Description:

(9) Name of:

a. Federal Awarding Agency: Federal Transit Administration

b. Pass-Through Entity: San Diego Association of Governments

c. Contact information for the awarding official:

SANDAG PM Name
SANDAG
1011 Union Street, Suite 400
San Diego, CA 92101
Insert SANDAG PM Phone Number
grantsdistribution@sandag.org

(10) Assistance Listings Number and Title: 20.513 Enhanced Mobility of Seniors and Individuals with Disabilities

(11) R&D Project? No

(12) Indirect Cost Rate:

All requirements imposed by SANDAG on the SUBRECIPIENT so that the Federal award is used in accordance with Federal statutes, regulations and terms and conditions of the Federal award:

Standard Federal Provisions (Federal Transit Administration), **[Remove if not applicable]** Federal Provisions for Procurements in Excess of $100,000 (Federal Transit Administration), and Federal Provisions for the Section 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities; all are attachments to this AGREEMENT.

Any additional requirements that SANDAG imposes on the SUBRECIPIENT in order for SANDAG to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports:

- An approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal Government or, if no such rate exists, the de minimis indirect cost rate.

  Specify the type of indirect cost rate or insert "Not Applicable"

- A requirement that the SUBRECIPIENT permits SANDAG and auditors to have access to the SUBRECIPIENT'S records and financial statements as necessary in accordance with the AGREEMENT.

  See sections entitled "Complaint Procedures", "Purchases by Subrecipient", and "Records Retention", and Standard Federal Provisions (Federal Transit Administration) sections.

- Appropriate terms and conditions concerning closeout of subaward:

  See AGREEMENT section entitled "Early Termination of this Agreement".

STANDARD FEDERAL PROVISIONS
(FEDERAL TRANSIT ADMINISTRATION)

Any subcontract entered into as a result of the AGREEMENT shall contain all the provisions of these Standard Federal Provisions. Use of the term “Contractor” herein shall refer to “Consultant” as defined in the Agreement. As an FTA grantee, SANDAG is required to inform the Contractor of the following information.

I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party contractor, or any other person not a party to the relevant Grant Agreement or Cooperative Agreement between SANDAG and FTA in connection with the performance of this Agreement. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including Contractor or any other third-party contractor.

II. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq., and United States DOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this Agreement. Accordingly, by signing the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the federal government deems appropriate. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government in connection with an urbanized area formula Project financed with federal assistance authorized by 49 USC 5307, the government reserves the right to impose on the Contractor the penalties of 18 USC 1001, to the extent the federal government deems appropriate.

III. ENERGY EFFICIENCY

Consultant agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 et seq.

IV. PROHIBITED INTERESTS

No member, officer, or employee of a local public body, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No member of or delegate to the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

If Consultant will be preparing an environmental impact statement under the National Environmental Policy Act, and an awarded Agreement will include federal funding, Consultant will be required to submit a statement to SANDAG certifying that Consultant has no financial or other interest in the outcome of the Project (40 CFR 1506.5[c]).

V. CIVIL RIGHTS

During the performance of the Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

A. COMPLIANCE WITH REGULATIONS

The Contractor and any subcontractors shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000d; 49 USC 5332 and DOT Regulations, "Non-Discrimination in Federally-Assisted Programs of the DOT -- Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements FTA may issue, 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 contract.

B. NONDISCRIMINATION

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 USC 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 USC 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section

504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Agreement and the regulations relative to nondiscrimination described in the Agreement.

D. VETERANS PREFERENCE

Contractor agrees and assures that it will give a hiring preference to veterans, as defined in 5 USC 2108, who have the skills and abilities required to perform work required under a third party contract in connection with a capital project supported with federal assistance appropriated or made available for 49 USC chapter 53, and will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

E. INFORMATION AND REPORTS

The Contractor shall provide all information and reports required by the regulations or directive 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 Recipient or the FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required, or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to SANDAG or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

F. SANCTIONS FOR NONCOMPLIANCE

In the event of noncompliance with this Section, SANDAG shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the Agreement until the Contractor complies.

- Cancellation, termination, or suspension of the contract, in whole or in part.

G. INCORPORATION OF PROVISIONS

The Contractor shall include the provisions of Sections A through G of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as SANDAG or FTA may direct as a means of enforcing such provisions, including sanctions for non-compliance provided; however, in the event a Contractor becomes involved, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request SANDAG to enter into such litigation to protect the interests of SANDAG, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VI. EMPLOYEE PROTECTIONS

A. NON-CONSTRUCTION CONTRACTS EXCEEDING $2,500

The Contractor shall comply with the following employee protection requirements:

In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 USC 3702 through 3708, Contractor shall assure that, for the Project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with the applicable United States DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally-Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR 5.

The requirements of this Subsection do not apply to third-party contracts for the purchase of supplies, materials, or articles ordinarily available on the open market.

B. STATE AND LOCAL GOVERNMENT EMPLOYEES

Contractor shall ensure that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC 206 - 207, apply to employees performing work involving commerce, including such state and local government employees as public transit authority employees, participating in the Project. Consequently, each participant that is a state or local government agrees to comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Applicable to Each Contract for Transit Operations Performed by Employees of a Contractor Recognized by FTA to be a Transit Operator. The Contractor shall comply with the following requirements applicable to transit operations performed in connection with the Project:

Standard Transit Employee Protective Arrangements. To the extent that transit operations are involved, the Contractor shall carry out the Project in compliance with terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and to meet the requirements of 49 USC 5333(b), and United States guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in the DOL certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The Contractor shall carry out the Project in compliance with the conditions stated in that United States DOL certification. The DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The

requirements of this Subsection, however, do not apply to formula assistance Projects for the elderly and persons with disabilities authorized by 49 USC 5310(a)(2) or to formula assistance Projects for non-urbanized areas authorized by 49 USC 5311.

Transit Employee Protective Arrangements for Projects Authorized by 49 USC 5310(a)(2) for the Elderly and Persons with Disabilities. If the Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 USC 5333(b) are necessary or appropriate for public body subrecipients under the Project, the Contractor shall carry out the Project in compliance with the terms and conditions determined by the Secretary of Labor to meet the requirements of 49 USC 5333(b), and DOL guidelines at 29 CFR 215, and any amendments thereto. These terms and conditions are identified in the DOL certification of transit employee protective arrangements to FTA, the date of which is included in the Grant Agreement or Cooperative Agreement. The Contractor shall carry out the Project in compliance with the conditions stated in the DOL certification. The DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.

Transit Employee Protective Arrangement for Projects Authorized by 49 USC 5311 in Non-Urbanized Areas. The Contractor shall comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by DOL or any revision thereto.

VII. CARGO PREFERENCE - PROCUREMENTS INVOLVING EQUIPMENT, MATERIALS, OR COMMODITIES TRANSPORTED BY OCEAN VESSELS

A. APPLICABILITY

46 USC 1241(b)(1) and 46 CFR 381 impose the United States cargo preference requirements on the shipment of foreign-made goods and shall apply to this procurement.

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

The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside United States, a legible copy of a rated, “onboard” commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A above to the Recipient (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.

B. APPLICATION TO SUBCONTRACTS

The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

VIII. US AIR CARRIER PREFERENCE

A. APPLICABILITY

Pursuant to Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act), Contractor will use U.S.-flag air carriers for U.S. Government-financed

international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available.

B. APPLICATION TO SUBCONTRACTS

The Contractor shall insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

IX. PREFERENCE FOR PRODUCTS MANUFACTURED IN THE UNITED STATES

Pursuant to 2 CFR 200.322, to the greatest extent practicable, when using funding from this Agreement, Consultant will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

X. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Pursuant to 2 CFR 200.323, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. REPORTING, RECORD RETENTION, ACCESS

A. REPORTS

At a minimum, the Contractor agrees to provide SANDAG and FTA with those reports required by the United States DOT grant management rules and any other reports SANDAG or the federal government may require.

B. RECORD RETENTION

The Contractor shall, during the course of the Project and for three years thereafter, maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG or the federal government may require for the Project.

C. ACCESS TO RECORDS

Upon request, the Contractor shall permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its contractors pertaining to the Project. In accordance with 49 USC 5325(a), the Contractor shall require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and the Comptroller General of the

United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and to audit the books, records, and accounts involving that third-party contract as it affects the Project.

XII. SEISMIC SAFETY - CONSTRUCTION OF NEW BUILDINGS OR ADDITIONS TO EXISTING BUILDINGS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

XIII. FEDERAL CHANGES

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

XIV. FTA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

SANDAG is a subrecipient of FTA funds. In conformance with 49 CFR 26, SANDAG is required to implement a DBE program of limited application. Pursuant to 49 CFR 26.51(h), SANDAG may not set any contract goals until the Unified Certification Program has completed the reevaluation process described in 49 CFR 26.111.

A. FTA DBE COMMITMENT

Pursuant to the U.S. Department of Transportation’s Interim Final Rule (IFR) (90 Fed. Reg. 47969) dated October 3, 2025, regarding DBE Program Implementation Modifications, no DBE goal was set for this Agreement. This Agreement's DBE obligations shall be administered in accordance with applicable federal law, the IFR, and 49 CFR 26, as may be amended (referred to herein collectively as "Federal DBE Law"); in the event of a conflict between this Agreement's DBE obligations (inclusive of all exhibits, attachments, forms, and documents incorporated by reference) and Federal DBE Law, Federal DBE Law shall control.

B. CONTRACT ASSURANCES

This Agreement is subject to 49 CFR 26.13(b), as applicable under federal law and the IFR.

The Contractor shall abide by the following contract assurance statement:

The Contractor and all Subcontractors shall not discriminate on the basis of Protected Classes in the performance of this contract. The Contractor shall carry out applicable requirements of federal law, the IFR, and 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or any Subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as SANDAG deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;

- Liquidated damages; and

- Disqualifying the Contractor from future bidding as non-responsible.

XV. INCORPORATION OF FEDERAL AND STATE GUIDELINES

All relevant federal and state grant provisions and guidelines, as presently written or as changed during the life of this Agreement, bearing on this Agreement, are hereby wholly incorporated by reference herein and made a part of this Agreement and take precedence over any inconsistent terms of this Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" (Form FTA-MA) 2 CFR 200 et seq., and FTA Circular 4220.1F, "Third-party Contracting Requirements" and 2 CFR 200.

XVI. DRUG AND ALCOHOL PROGRAM

During the performance of this Agreement, Contractor agrees to implement a drug and alcohol program that is compliant with 49 CFR 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States DOT, Caltrans, or SANDAG to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under Parts 653 and 654, and review the testing process.

XVII. EQUIPMENT PURCHASES USING FEDERAL FUNDS

A. REQUIRED PRIOR AUTHORIZATION

Prior authorization in writing by the Project Manager shall be required before Contractor enters into any non-budgeted purchase order or subcontract exceeding $3,000 for supplies, equipment, or subcontractor services. If the non-budgeted purpose will cause the Project budget to exceed the Maximum Amount of the Agreement, then prior approval from the SANDAG CEO is also required. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the Fee, Rate or Payment Schedule, as applicable, and exceeding $3,000, with prior authorization by the Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. INVENTORY RECORDS

Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment is those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of equipment costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request by SANDAG.

C. DISPOSAL OF EQUIPMENT AT CONTRACT TERMINATION

At the conclusion of the Agreement or if the Agreement is terminated, Contractor may either keep the equipment and credit SANDAG in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established procedures, and credit SANDAG in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent

appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SANDAG and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SANDAG.

D. FEDERAL FUNDS CREDIT

Title 2, CFR, Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than $10,000 is credited to the Project.

XVIII. COST PRINCIPLES - APPLICABLE TO ALL CONTRACTS IN EXCESS OF $25,000

Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost, except on negotiated contracts procured under a Request for Proposals, which shall instead be governed by 48 CFR 15.

Contractor also agrees to comply with federal procedures in accordance with 2 CFR Part 200.

Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under application sections of 48 CFR 15, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. and/or 2 CFR 200, are subject to repayment by the Contractor to SANDAG.

XIX. NON-COLLUSION - APPLICABLE TO ALL CONTRACTS IN EXCESS OF $25,000

Title 23, USC, Section 112, requires, as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that Contractor file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 USC 1746, is attached.

XX. DEBARMENT AND SUSPENSION - APPLICABLE TO ALL CONTRACTS EXCEEDING $25,000

SANDAG and the Contractor shall comply with the requirements of Executive Orders 12549 (Reagan, 1986) and Executive Order 12689 (Bush, 1989), "Debarment and Suspension," 31 USC 6101 note; and United States DOT regulations on Debarment and Suspension at 2 CFR 200. Contractor shall be registered in the SAM.gov website. SAM is an Official United States Government database of awardees of federal funds. There is NO fee for Contractor to register for this site.

Unless otherwise permitted by FTA, SANDAG shall refrain from awarding any third-party contract of any amount to or entering into any subagreement of any amount with a party included in the "United States General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs," implementing Executive Order 12549 and Executive Order 12689, "Debarment and Suspension" and 2 CFR 200. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order 12549 and Executive Order 12689.

Before entering into any subagreement with a subrecipient, SANDAG shall obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information about the subrecipient and its "principals," as defined at 2 CFR 180.995. An example of the appropriate certification is contained in this bid package.

Before entering into any third-party contract exceeding $25,000, SANDAG shall obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its "principals," as defined at 2 CFR 180.995. SANDAG also shall require each third-party contractor to refrain from awarding any third-party subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding $100,000. An example of the appropriate certification is contained in this bid package.

SANDAG shall provide FTA with a copy of each conditioned debarment or suspension certification provided by a prospective third-party contractor at any tier or subrecipient at any tier. Until FTA approval is obtained, SANDAG shall refrain from awarding a third-party contract or entering into a subagreement with any party that has submitted a conditioned debarment or suspension certification.

XXI. TECHNICAL RESTRICTIONS ON THE ACQUISITION OF INTELLIGENT TRANSPORTATION SYSTEM PROPERTY AND SERVICES

If this Agreement involves the acquisition of Intelligent Transportation System (ITS) property and/or services, then the ITS property and services must comply with the national ITS architecture and standards to the extent required by the procedures for implementing section 5206(e) of the Transportation Equity Act for the 21st Century, Public Law 105-178, 112 Stat. 547, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards and the “FTA National ITS Architecture Policy on Transit Projects,” 66 CFR 1455, January 8, 2001, and later published policies or implementing directives FTA may issue. Third-party contracts involving ITS must also contain provisions to ensure compliance with these, just listed, Federal Requirements. (FTA Circular 4220.1F.)

XXII. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [C.F.R. §§ AND 1200.220, FALSE CLAIMS ACT, 31 USC § 3729, ET SEQ]

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 USC § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a

Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

XXIII. SEAT BELT USE – COMPLIANCE WITH EXECUTIVE ORDER 13043

Pursuant to Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 USC Section 402 note, Consultant agrees to adopt and promote on the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project.

XXIV. TEXTING WHILE DRIVING AND DISTRACTED DRIVING – COMPLIANCE WITH EXECUTIVE ORDER 13513

Pursuant to Federal Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 USC 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, Consultant agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

FEDERAL TRANSIT ADMINISTRATION (FTA) PROVISIONS FOR PROCUREMENTS IN EXCESS OF $100,000

Use of the term “Contractor” or “Consultant" herein shall refer to "SUBRECIPIENT" as defined in the AGREEMENT. As an FTA grantee, SANDAG is required to inform the Contractor that “Buy America” is applicable to Public Works, Acquisition of Goods, or Rolling Stock Procurements exceeding $100,000. The provisions of this Agreement exhibit shall apply to all subcontractors with subcontracts in excess of $100,000.

I. BUY AMERICA REQUIREMENTS

The Contractor's attention is directed to the Build America, Buy America Act (BABA), governing steel, iron, manufactured products, and construction materials permanently incorporated into federal aid projects, enacted as part of the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021, and is located at Pub. L. No. 117-58, §§ 70901-52. Contractor shall comply with additional federal laws and regulations implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and the FTA governing BABA, including but not limited to 49 USC 5323(j), 49 USC 22905(a), 2 CFR Part 184, 23 CFR 635.410 and 49 CFR 661.

While professional services are not typically subject to BABA, the Contractor understands that they are responsible for ensuring compliance with BABA. Absent a waiver or exemption, Contractor shall not approve for use in this Project any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Contractor shall obtain all necessary compliance certificates for work that is within the scope of work. Failure to do so shall be a default under this Agreement. Guidance on complying with BABA is outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. WAIVERS OR EXEMPTIONS

BABA includes substantive changes to the existing Buy America provisions. Compliance with the new requirements is required unless the Contractor can qualify for a waiver or exemption. Under limited circumstances, FTA may waive Buy America requirements if the agency finds that:

- application of Buy America is inconsistent with the public interest;
- the steel, iron, and goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality; or
- including domestic material will increase the cost of the overall project by more than 25 percent for rolling stock.

The process for seeking a waiver is set forth in 49 CFR part 661 et seq. The Contractor is responsible for determining if a waiver or exemption is applicable and ensuring the bid amount reflects any applicable waivers or exemptions. Within five days of written notification, the Contractor shall provide the necessary information to substantiate the cost of nondomestic items and the factual basis for the claim of exemption from the federal requirements, including but not limited to 49 USC 5323(j) and the regulations in 49 CFR 661. Contractor is encouraged to apply for a waiver as soon as possible and to provide detailed requests to expedite FTA’s review. FTA’s determinations on waiver requests are published in the Federal Register for notice and comment.

Federal departments and agencies continue to update BABA guidance and regulations. For more information, please see Caltrans Local Assistance, Guidance and Oversight, Buy America 2.0 FAQ. Also, see Exhibit 12-G of the Caltrans Local Assistance Procedures Manual, Buy America Provisions, Local Assistance Procedures Manual Exhibit 12-G Required Federal-Aid Contract Language as well as

applicable provisions of the FTA Master Agreement (2022). SANDAG will continue to update its materials as additional information and guidance become available.

B. ROLLING STOCK

Rolling stock means transit vehicles such as buses, vans, cars, trolley cars, and buses, as well as vehicles used for support services. Under 49 CFR 661 et seq., no FTA funding shall be used for a project unless all iron, steel, and manufactured products used are produced in the United States.

In addition to the general waivers provided above, where an FTA grantee is purchasing buses or other rolling stock (including train control, communication, and traction power equipment), FTA may waive the Buy America requirements when the cost of components produced in the United States is more than 70 percent of the cost of all the components of the rolling stock or equipment, and final assembly of the rolling stock or equipment has taken place in the United States. (49 USC 5323(j)(2)(C) and 49 CFR part 661 et seq.). Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 USC § 5323(m) and 49 CFR part 663.

C. SUBMITTALS

In the Buy America Certificate, Alternative 'A' or 'B' must be completed and submitted with the proposal. A proposal that does not include either Alternative 'A' or 'B' or that includes both Alternative 'A' and Alternative 'B' may be considered nonresponsive.

A waiver from the Buy America provisions may be sought by the Contractor if grounds for the waiver or exemption exist. Inclusion of the Alternative 'B' certificate in a bid constitutes an application by the Contractor for an exemption to the Buy America requirement applicable to this type of contract. If a bid includes the Alternative 'B' certificate and an exemption is not granted, the bid will be considered nonresponsive.

II. ENVIRONMENTAL REQUIREMENTS

A. GENERAL APPLICABILITY

For all contracts and subcontracts in excess of $100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[H]), Section 508 of the Clean Water Act (33 USC 1368), and Environmental Protection Agency (EPA) regulations (40 CFR 15) which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Contractor shall report violations to FTA and to the United States EPA Assistant Administrator for Enforcement (ENO329).

B. ENVIRONMENTAL REGULATIONS

The successful Contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 USC 4321 et seq.; the Clean Air Act, as amended, 42 USC 7401 et seq., and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC 6901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC 9601 et seq. Contractor recognizes that United States EPA, Federal Highway Administration (FHWA), and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, Contractor agrees to adhere to, and impose on its subcontractors and third-party contractors, any such federal requirements as the federal government may now or in the future promulgate. Listed below are requirements of

particular concern to FTA and SANDAG. Contractor acknowledges that this list does not constitute Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

C. ENVIRONMENTAL PROTECTION

Contractor shall comply with the applicable requirements of NEPA of 1969, as amended, 42 USC 4321 et seq. FTA statutory requirements on environmental matters at 49 USC 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR 771, and 49 CFR 622.

If Contractor will be preparing an environmental impact statement under the National Environmental Policy Act, and an awarded Agreement will include federal funding, the Contractor will be required to submit a statement to SANDAG certifying that the Contractor has no financial or other interest in the outcome of the Project, 40 CFR 1506(c).

D. AIR QUALITY

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. Specifically:

Contractor shall comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR 51(T); and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR 93. To support the requisite air quality conformity finding for the Project, Contractor shall implement each air quality mitigation and control measure incorporated in the Project. Contractor agrees that any Project identified in a SIP as a Transportation Control Measure will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

United States EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to transit operators, particularly operators of large transit bus fleets. Thus, Contractor should be aware that the following United States EPA regulations, among others, may apply to this Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR 86; and "Fuel Economy of Motor Vehicles," 40 CFR 600.

Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any Project implementation activity of a third-party contractor, subrecipient, or itself to FTA and the appropriate United States EPA Regional Office.

E. CLEAN WATER

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

Contractor agrees to report and require each third-party contractor and subcontractor at any tier to report any violation of these requirements resulting from any Project implementation activity of a third-party contractor (at any tier), subcontractor (at any tier), or itself to FTA and the appropriate United States EPA Regional Office.

F. USE OF PUBLIC LANDS

Contractor agrees that no publicly-owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having

jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC 303.

G. MITIGATION OF ADVERSE ENVIRONMENTAL EFFECTS

Contractor agrees that, if the Project should cause adverse environmental effects, the successful Contractor will take all reasonable steps to minimize those effects in accordance with 49 USC 5324(b), and all other applicable federal laws and regulations; specifically, the procedures of 23 CFR 771, and 49 CFR 622. Contractor agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 USC 303) and with any conditions the federal government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement between FTA and SANDAG. As soon as the federal government and Contractor reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement between FTA and SANDAG. Contractor agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the federal government.

H. CONSULTANT CERTIFICATION

If Contractor will be preparing an environmental impact statement on behalf of SANDAG under NEPA, Contractor certifies, as required by 40 CFR 1506.5(c), by signing this Agreement, that it has no financial or other interest in the outcome of the Project.

I. RECYCLED MATERIALS

Contractor and its subcontractors will give preference to those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. Contractor will pass this provision through to its subcontractors. Contractor will procure only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. These requirements extend to all subcontracts at every tier where the value of an EPA-designated item exceeds $10,000.

III. RESTRICTIONS ON LOBBYING

A. NO USE OF FEDERAL FUNDS

SANDAG and Contractor shall not use federal assistance funds to support lobbying.

B. CERTIFICATION

In accordance with 31 USC 1352 and United States DOT regulations, "New Restrictions on Lobbying," 49 CFR 20, if the Project exceeds $100,000, FTA will not make any federal assistance available to the Contractor until FTA has:

- Received the Contractor's certification that the Contractor has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal grant,

cooperative agreement, or any other federal award from which funding for the Project is originally derived, consistent with 31 U.S.C 1352.

- If applicable, the Contractor's statement disclosing any lobbying with nonfederal funds that has taken place in connection with obtaining any federal financing ultimately supporting the Project.

C. REQUIRED DISCLOSURE

The Contractor agrees to provide SANDAG a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third-party contractor at any tier or subrecipient at any tier. The form is Certification of Restrictions on Lobbying (Part 5).

FEDERAL PROVISIONS FOR THE SECTION 5310 PROGRAM
ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

The Federal Transit Administration (FTA) Standard Federal Provisions included as part of the Section 5310 Fund Transfer Program Fund Transfer Agreement (AGREEMENT) provide federal provisions generally applicable to all FTA-funded programs. This document provides requirements that are specific to the 5310 Program, Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310 Program Provisions). SANDAG, as an FTA recipient, is required to inform the SUBRECIPIENT, as identified in the AGREEMENT, of these Federal Provisions, as provided herein. Further, any third-party contract entered into by SUBRECIPIENT as a result of the AGREEMENT with SANDAG shall include these Section 5310 Program Provisions.

I. EQUIPMENT MANAGEMENT

A. GENERAL

SUBRECIPIENT agrees to comply with the common grant rule procedures in 2 CFR § 200.313.

B. VEHICLE USE, USEFUL LIFE, AND DISPOSITION

Under the Agreement, SANDAG will lease vehicles acquired with Section 5310 funds, and SUBRECIPIENT will be the registered owner. SANDAG will hold title to the vehicles.

SUBRECIPIENTS must adhere to the vehicle useful life criteria that are detailed in the current FTA Circular 5010.1, Grant Management Requirements. At the conclusion of the useful life of the property, SUBRECIPIENT must dispose of the property consistent with FTA guidance and the Lease Agreement.

II. PROCUREMENT

A. GENERAL

When procuring property, supplies, equipment, or services with funds from an FTA grant, SUBRECIPIENT must comply with FTA procurement requirements at 2 CFR § 200.318 et seq. and guidance contained in the current FTA Circular 4220.1F. SANDAG is responsible for ensuring that SUBRECIPIENTS are aware of and comply with requirements and will assist SUBRECIPIENTS as needed.

B. PRE-AWARD AND POST-DELIVERY REVIEWS

Procurements for vehicles, other than sedans or unmodified vans, must be audited in accordance with 49 CFR Part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases.” Additional guidance is available in the manual, “Conducting Pre-Award and Post-Delivery Reviews for Bus Procurement” on FTA’s website: www.transit.dot.gov.

SUBRECIPIENTS are responsible for conducting a post-delivery review to ensure compliance with the bid specifications, Buy America requirements, and federal motor vehicle safety requirements, and to complete specific certifications. An in-plant inspection is required if a SUBRECIPIENT will receive more than ten vehicles of the same model, other than unmodified vans.

C. NEW MODEL BUS TESTING

Any new model bus requested by SUBRECIPIENT must have been tested consistent with the requirements in 49 CFR 665. SUBRECIPIENT must provide SANDAG with a copy of the resulting test report before FTA funds can be released.

D. BUY AMERICA

On November 15, 2021, the Build America, Buy America Act (BABA) (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) became law. The U.S. Office of Management and Budget published new guidance under 2 CFR 184 for federal agencies implementing BABA. Although these changes to Buy America requirements are primarily focused on domestic preferences for construction materials, SUBRECIPIENT must comply with all BABA regulations.

Title 49 USC 5323(j) provides, with limited exceptions, that funds for a public transportation project may not be obligated unless the steel, iron, and manufactured goods used in the project are produced in the United States. Section 5310 SUBRECIPIENTS must comply with FTA regulations, 49 CFR 661 et seq. FTA's Buy America requirements at 49 CFR 661 differ from Federal Buy American regulations at 48 CFR 25. SANDAG strongly advises SUBRECIPIENTS to review 49 CFR 661 et seq. as well as the current FTA Circular, "Third Party Contracting Guidance," before undertaking any procurement, and SANDAG is available to assist SUBRECIPIENTS as needed. In addition, 49 USC 5323(j)(11) allows a party adversely affected by an FTA action the right to seek review. FTA has created a Buy America website that provides an overview of these requirements, as well as policies, procedures, and letters of interpretation: www.transit.dot.gov/buyamerica.

III. FINANCIAL MANAGEMENT

The financial management system for SUBRECIPIENTS must meet the standards set forth in 2 CFR § 200.302 of the common grant rule. These standards include:

A. FINANCIAL REPORTING

Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.

B. ACCOUNTING RECORDS

SUBRECIPIENT must maintain records that adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to SUBRECIPIENT awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

C. INTERNAL CONTROL

Effective control and accountability must be maintained for all SUBRECIPIENT cash, real and personal property, and other assets. SUBRECIPIENTS must adequately safeguard all such property and must ensure that it is used solely for authorized purposes.

D. BUDGET CONTROL

Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the AGREEMENT. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

E. ALLOWABLE COST

Applicable Office of Management and Budget (OMB) cost principles, FTA program regulations, and the terms of the FTA master agreement and grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs. 2 CFR 200 provides guidance on allowable costs for nonprofit organizations. Expenses such as indirect costs or payments to a self-insurance fund must be

documented appropriately. Advertising and public relations are permitted for “specific purposes necessary to meet the requirements of the federal award.” Transit marketing and promotion are allowable project costs under these provisions since transit ridership is the ultimate purpose of the federal grant.

F. SOURCE DOCUMENTATION

Accounting records must be supported by such source documentation as canceled checks, paid bills, payroll, time and attendance records, third-party contract award documents, etc.

IV. SUBRECIPIENT UNIQUE ENTITY IDENTIFIER REQUIREMENT

SUBRECIPIENT must provide its Unique Entity Identifier to SANDAG. No entity may receive an award from SANDAG unless a valid Unique Entity Identifier has been provided.

V. DRUG AND ALCOHOL TESTING

A SUBRECIPIENT that receives only Section 5310 program assistance is not subject to FTA’s drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver’s licenses (49 CFR 382). Section 5310 SUBRECIPIENTS that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

An FTA-compliant testing program, as required by the receipt of FTA operating or capital funding (5307, 5309, 5311), may be used for Section 5310 employees; there is no need to have separate testing programs.

Technical assistance materials and training information to help SUBRECIPIENT implement the rules are available at FTA’s website (www.transit.dot.gov) or through contacting SANDAG or the FTA Office of Safety and Oversight.

VI. COMMERCIAL DRIVER’S LICENSE (CDL)

All drivers of motor vehicles designed to transport 16 or more passengers (including the driver) or of vehicles which have a gross combination weight rating of 26,001 pounds or more must have a CDL. Mechanics who drive the vehicles must also have a CDL.