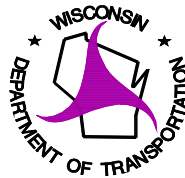


Federal Certifications and Assurances
for
Section 5311 Operating Projects

Calendar Year 2010



**Prepared by Wisconsin Department of Transportation
Bureau of Transit and Local Roads**

Updated 08/2009

NOTE: *This booklet contains certifications and assurances which must be submitted with the application for federal operating funds.*

Background Information

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2009.

FTA requests the Applicant read each certification and assurance carefully and select all certifications and assurances that may apply to the programs for which it expects to seek Federal assistance.

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

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2009 at the FTA Web site <http://www.fta.dot.gov/documents/15-Master.pdf>.

Each Applicant is ultimately responsible for compliance with the provisions of the certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient. The Applicant understands and agrees that when it applies for that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

Instructions

Step #1: Read through each Certification and Assurance required for operating projects.

Step #2: Initial each of the Certifications and Assurances in the table below indicating you have read and understand each one. Signatures are required on the signature page and on K-2(Title VI), K-5(a), and P-1. The person initialing and signing must have the legal authority to make such certifications on behalf of the organization applying for funding.

Step #3: Submit the initialed and signed Certifications and Assurances booklet with your application.

Certification/ Assurance	Title	Please Initial each Assurance
Q-1	Standard Assurances	
Q-2	Nondiscrimination Assurance (Includes Title VI form – Signature Required)	
Q-3	Compliance with FTA EEO Policy and Requirements	
Q-4	Assurance of Nondiscrimination on the Basis of Disability	
Q-5	Disadvantaged Business Enterprise (DBE) Assurance	
Q-5(a)	Disadvantaged Business Enterprise (DBE) Contracting Opportunities – Signature Required	
Q-6	Lobbying	
Q-7	Debarment, Suspension, and Other Exclusions	
Q-8	Protections for Private Transportation Providers	
Q-9	Charter Service Agreement	
Q-10	School Transportation Agreement	
Q-11	Demand Responsive Service	
Q-12	Intelligent Transportation Systems	
Q-13	Procurement Compliance	
Q-14	Alcohol Misuse and Prohibited Drug Use	
P-1	Labor Protection – Signature Required	

Attachments: Reference Information

- Special Section 5333(b) warranty for application to the small urban and rural programs
- Provisions of the National (Model) Section 5333(b) agreement for incorporation in the Special Warranty
- Statutes, Regulations, Executive Orders, and Administrative Requirements

Chief Elected or Administrative Official Statement

The undersigned chief elected or administrative official hereby certifies that the applicant has read and understands the Certifications and Assurances initialed in the table above and further assures that, as a condition to receiving federal financial assistance from the Wisconsin Department of Transportation, the applicant will comply with the requirements as specified in the applicable attached Certifications and Assurances in implementing and managing the project awarded.

The person whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipient.

Grant Recipient: _____

Signature of Chief Elected or Administrative Official _____

Printed Name: _____

Date: _____

Attorney Statement

The undersigned chief legal counsel for the Applicant hereby certifies that the Applicant has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Grant Recipient: _____

Signature of Attorney for Applicant: _____

Printed Name: _____

Date: _____

ATTACHMENT Q-1

STANDARD ASSURANCES

The Applicant assures that it will:

1. Comply with all applicable Federal statutes and regulations carrying out any project supported by an FTA grant or cooperative agreement.
2. Agree that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA.
3. Recognize that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation.
4. Understand that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project.
5. Agree that the most recent Federal laws, requirements and directives will apply to the project, unless FTA issues a written determination otherwise.

ATTACHMENT Q-2

NONDISCRIMINATION ASSURANCE

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

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

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

The applicant will compile, maintain, and submit in a timely manner Title VI information required by FTA and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.

**Bureau of Transit, Local Roads, Railroads & Harbors
Wisconsin Department of Transportation
PO Box 7913, Madison, WI 53707-7913**

Subrecipient General Civil Rights Report (Title VI)

This form pertains to compliance with civil rights (Title VI) regulations governing the provision of public transportation services. This form is filled out by subrecipients for that organization only.

Basic Requirement: No person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from participating in, denied the benefits of, or be subject to discrimination under any project, program, or activity funded in whole or in part through financial assistance under the Federal Transit Act (as amended).

Subrecipient: _____

Address: _____

Phone: (_____) _____ - _____

Fax: (_____) _____ - _____

E-mail: _____

Report period: FFY _____

Civil Rights Lawsuits and Complaints

Note: Complaints are formal, legal, written documents alleging discrimination filed with you or an appropriate agency that has notified you of the complaint.

Note: Only civil rights lawsuits and complaints are reported with this form.

(Check one)

_____ There have been no lawsuits and no complaints filed against us for transit service during the report period.

_____ There have been lawsuits or complaints filed against us for transit service during the report period. The following information is attached for each lawsuit or complaint (group lawsuits and complaints separately, and sort by date of initiation):

- Date of lawsuit or complaint
- Complainant's name and address
- Summary of allegation
- Current status or disposition, including the terms of any consent decree or agreement

Pending Federal Financing Applications

(Check one)

- There are no pending applications for federal financial assistance for transit service, and attached is a description of all financial assistance currently provided by other federal agencies.
- There are pending applications for federal financial assistance for transit service, and attached are descriptions of all pending applications, and all financial assistance currently provided by other federal agencies.

Civil Rights Compliance Review Activities

(Check one)

- There have been no civil rights compliance review activities during the report period.
- There have been civil rights compliance review activities during the report period, pertaining to complaints or lawsuits involving the provision of transit services. The following information is attached:
- Date of review
 - Name of agency or organization conducting the review
 - Summary of findings and recommendations
 - Report on status or disposition of the recommendations

Civil Rights Assurance Completed

(Check one)

Note: The current assurance is Exhibit Q-2 of the Operating Assistance Application, part of the annual forms you file with WisDOT. This is an acknowledgment that you have submitted and signed such a form, required by FTA.

- There is a signed Standard USDOT Title VI Civil Rights Assurance on file with WisDOT and in our house files.
- There is no current signed Standard USDOT Title VI Civil Rights Assurance on file. A signed assurance is attached for WisDOT's files, and a copy has been placed in our house files.

I, the undersigned, certify the above and attached statements are true and complete to the best of my knowledge, and that we comply with all rules and regulations related to the civil rights laws of the United States.

Name of principal officer (please print)**Title/office**

Signature of principal officer**Date****Required attachment**

- Current federal financing used for transit services

Attachment as needed

- Lawsuit descriptions (group by date initiated)
- Complaint descriptions (group by date initiated)
- Pending federal financing applications
- Civil rights compliance review activity report

ATTACHMENT Q-3

COMPLIANCE WITH FTA EEO POLICY AND REQUIREMENTS

The Applicant hereby agrees that as a condition to receiving federal financial assistance from the Department of Transportation it shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, or national origin, and that they shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, age, sex, or national origin.

ATTACHMENT Q-4

ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that:

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

ATTACHMENT Q-5

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE

To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

1. The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26.
3. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project.
4. The Recipient agrees that implementation of its approved DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose sanction as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*, or both.

ATTACHMENT Q-5(a)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACTING OPPORTUNITIES

Policy. As part of each applicant's request for capital funding, a DBE dollar target level is calculated. Currently, a 9.6% target is set for federally funded contractible opportunities, and the application information must describe the types of contracting opportunities and identify the DBE firms that the subrecipient will consider using. Completion of the attached exhibit is required.

Note: DBE goals and contracting requirements only pertain to procurements over \$250,000.

DISADVANTAGE BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

DBE/WBE PARTICIPATION

Name of Applicant:	
Total Contracting Opportunities: <i>(exclusive of vehicles)</i>	\$
DBE goal at 9.6%	\$

ATTACHMENT Q-6

LOBBYING

*An Applicant that submits, or intends to submit this fiscal year, an application or request for **Federal assistance exceeding \$100,000** is required to provide the following certification. FTA may not award Federal assistance for an application or request exceeding \$100,000 until the Applicant provides this certification.*

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Applicant, to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352;
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans and cooperative agreements).

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

ATTACHMENT Q-7

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS FOR PRIMARY COVERED
TRANSACTIONS

*An Applicant that submits, or intends to submit this fiscal year, an application or request for **Federal assistance exceeding \$25,000** must provide the following certification. FTA may not provide Federal assistance for an application or request exceeding \$25,000 until the Applicant provides this certification.*

Applicant certifies to the best of its knowledge and belief, that it and its principles (the potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

The Applicant also certifies that, if it later becomes aware of any information contradicting the above statements, it will promptly provide that information to WisDOT.

If the Applicant is unable to certify to all statements in paragraphs above, it shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and provide a written explanation to WisDOT.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant provide an explanation).

ATTACHMENT Q-8

PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

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

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

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

ATTACHMENT Q-9

CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2) or under 23 U.S.C. 133 or 142 to acquire or operate any public transportation facilities and equipment is required to enter into the following Charter Service. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2) or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this Charter Service Agreement.

1. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service." 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
2. The Applicant understands and agrees that:
 - (a) The requirements of FTA regulations, "Charter Service", 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (b) The definitions of FTA regulations, "Charter Service", 49 CFR part 604, will apply to this Charter Service Agreement, and
 - (c) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of penalties, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in the pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal Assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

ATTACHMENT Q-10

SCHOOL TRANSPORTATION AGREEMENT

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

1. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.
2. The Applicant understands and agrees that:
 - (a) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (b) The definitions of FTA regulations, "School Bus Operations" 49 CFR part 605 will apply to this School Transportation Agreement, and
 - (c) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

ATTACHMENT Q-11

DEMAND RESPONSIVE SERVICE

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

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA) at 49 CFR 37.77(d), the Applicant certifies that its demand-responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to:

- (1) Response time
- (2) Fares
- (3) Geographic service areas
- (4) Hours and days of service
- (5) Restrictions on trip purpose
- (6) Availability of information and reservation capability and
- (7) Constraints on capacity or service availability.

ATTACHMENT Q-12

INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the “National ITS Architecture” is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance. An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant’s commitment to comply with applicable federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

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

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, “intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307]subsection(a).” To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

ATTACHMENT Q-13

PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a state, local or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is required to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

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

ATTACHMENT Q-14

ALCOHOL MISUSE AND PROHIBITED DRUG USE

In accordance with 49 CFR part 655, each Applicant that is seeking Federal Assistance and also receives FTA funding under one of the covered FTA Programs (5307, 5309, New Freedom, 5311 or STRAP) is required to provide the following certification Note: WisDOT requires applicants to join the statewide Drug and Alcohol Testing Consortium. Contact the WisDOT Transit Section for more information on the consortium.

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

ATTACHMENT P-1

LABOR PROTECTION - ASSURANCE OF COMPLIANCE WITH
SPECIAL SECTION 5333(b), FORMERLY SECTION 13(c), WARRANTY

The applicant must comply with the labor protection provisions of 49 U.S.C. Section 5333(b), formerly Section 13(c). The requirements of 49 U.S.C. Section 5333(b) can be met by assuring compliance with a special Warranty arrangement developed exclusively for application to the Section 5311 program. The Warranty binds the recipient to certain specified terms and conditions of the National (model) Section 5333(b) Agreement executed July 23, 1975, which are incorporated into the Warranty by reference. The special Section 5333(b) Warranty is contained in this document as well as the applicable provisions of the National (model) Section 5333(b) Agreement.

The Applicant HEREBY AGREES THAT as a condition to receiving federal financial assistance from the Department of Transportation, as authorized under Section 5311 of the Federal Transit Act, it will comply with the terms and conditions of the Special Section 5333(b) Warranty and assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

Instructions: Identify a list of all existing providers of "public transportation" operating in the transportation service area of the recipient and all labor organizations representing the employees of such providers. The term "public transportation" means any transportation by bus, rail, or other conveyance, which provides either general or special service to the general public on a regular and continuing basis. "Public transportation" does not include the following: (1) school bus, sightseeing, or charter service; (2) exclusive ride taxi service; and (3) service to individuals or groups which excludes use by the general public.

Provider	Labor Union (if applicable) or specify N/A

**Special Section 5333(b) Warranty
for Application to the Small Urban
and Rural Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311.

Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of a surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees.

The term "Project," as used herein shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided.

The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

The term "service area," as used herein, includes the geographic area, over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project.

The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant.

The term "employee," as used herein, shall include individual who may or may not be represented by a Union.

The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant.

The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such

rights, privileges and benefits which are not foreclosed from further bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacement or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: (1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph(b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon standards and criteria utilized by the surface Transportation Board (and its predecessor agency, in the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 40 U.S.C Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement.

If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are required by

either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If any intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to the subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displaced allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments were provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments were provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service	<u>Period of Protection</u>
<u>prior to adverse effect</u>	Equivalent period
1 day to 6 years	6 years
6 years or more	

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (120 months) of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on

which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee's seniority rights, or through the Recipient, in accordance with subparagraph(e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving dismissal allowance shall actively seek and not refuse other reasonable comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purpose of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employment were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, as some future time, the employee could have bid, been transferred or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under an disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions as so long as such benefits continue to be accorded to the other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in places of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and his thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as not to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against the loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change of residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months pay
2 year and less than 3 years	6 months pay
3 year and less than 5 years	9 months pay
5 year and less than 10 years	12 months pay
10 year and less than 15 years	12 months pay
15 year and over	12 months pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payment(s) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instance where the employee has a right to and does return to service when called. In determining length of service of an employee acting as a officer or other official representative of an employee

organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provide however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties.

In the event they cannot agree upon such procedure, the dispute, claim or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (f) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expense shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative on the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as it may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state, or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, included those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining arrangements related thereto. In the event such employee requests such training or retraining to fill such a vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the personnel policies or practices for such position, plus any displacement allowance to which the employee may otherwise be entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee was qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority or such craft or class;
- (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
- (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but all be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and not provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangement made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly- or privately- owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part of portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333 (b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Statutes, Regulations, Executive Orders, and Administrative Requirements

STATUTES

Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109 – 59, Aug. 10, 2005, 49 U.S.C. Chapter 53, Title 23, United States Code.

49 U.S.C. 5323(a)(1)

- which requires, among other things, the recipient to meet certain requirements when acquiring the property of or interest in a private company or seeking to operate in competition with an existing transportation company.

49 U.S.C. 5323(b)

- which contains public hearing requirements for a capital project that will substantially affect a community or its transit service.

49 U.S.C. 5332

- which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age and prohibits discrimination in employment or business opportunity.

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000(d)

- which, among other things, prohibits discrimination on the basis of race, color or national origin.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(e)

- which, among things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794

- which among other things, prohibits discrimination on the basis of handicap.

Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107

- which, among other things, prohibits discrimination on the basis of age.

18 U.S.C. 1001, and/or The Program Fraud Civil Remedies Act, 31 U.S.C. 3801, et seq.

- which provides sanctions for those who knowingly and willfully provide false information to the federal government.

49 U.S.C. 5323(m) and FTA implementing regulations at 49 CFR Part 663

- which requires pre-award and post delivery reviews when acquiring rolling stock.

49 U.S.C. 5323(d) and FTA implementing regulations at 49 CFR Part 604

- which relates to restrictions on the provision of charter service.

49 U.S.C. 5323(f) and FTA implementing regulations at 49 CFR Part 605

- which contain restrictions on school bus operations.

49 U.S.C. 5333(b)

- which, among other things, contain transit employee protective provisions.

49 U.S.C. 40118 and implementing regulations at 41 CFR Parts 301-310

- which contain "Fly America" Act provisions.

Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 et seq.

- which, among other things, relates to nondiscrimination on the basis of drug abuse.

Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 et seq.

- which, among other things, relates to nondiscrimination on the basis of alcohol abuse or alcoholism.

Public Health Service Act of 1912, as amended, 42 U.S.C. 290 dd-3 and 290 ee-3

- which, among other things, relates to confidentiality of alcohol and drug abuse patient records.

Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451, et seq.

- which, among other things, requires assurance of project consistency with the approved state management program developed pursuant to the requirements of the Act.

Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300 h, et seq.

- which, among other things, provides for the protection of underground sources of drinking water.

Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. and other environmental protections for federal transit programs.

- which, among other things, provide protections for a park, recreation area, or wildlife or waterfowl refuge of national, state or local significance or any land from a historic site of national, state or local significance used in a transit project as required by 49 U.S.C. 303.

Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271, et seq.

- which relates to protecting components of the national wild and scenic rivers system.

National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq.

- which provides protection of human subjects involved in research, development and related activities supported by federal assistance.

Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131, et seq.

- which, among other things, regulates the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by FTA assistance.

Single Audit Act Amendments of 1966, 31 U.S.C. 7501, et seq.

- which requires the performance of financial and compliance audits.

Privacy Act of 1974, 5 U.S.C. 552

- which, among other things, restricts access to drug and alcohol records of individuals.

Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101, et seq.

- which, among other things, prohibits discrimination on the basis of disability.

“Hatch Act”, 5 U.S.C. 1501 through 1508, and 7324 through 7326

- which, among other things, imposes certain restrictions on political activities of recipients of federal financial assistance.

“Buy America Requirements”, 49 U.S.C. 5323j and 49 CFR Part 661

- which, among other things, requires that steel, iron, and manufactured products procured under FTA contracts are produced in the United States, unless a waiver has been granted.

“Davis-Bacon Act”, as amended, 40 U.S.C. 276a, et seq. and 29 CFR Part 5

- which requires, among other things, that all mechanics and laborers working on federally assisted construction projects (in excess of \$2,000 contract value) be paid not less than once a week, at wage rates computed at an amount not less than the prevailing wages for similar work in the same geographic area of the project.

“Copeland ‘Anti-Kickback’ Act”, as amended, 18 U.S.C. 874, 40 U.S.C. 276c and 29 CFR Parts 3 and 5

- which, among other things, prohibits payroll deductions from the wages of employees who are covered by the Davis-Bacon Act for any reason except those specifically stated in the Copeland Act.

“Contract Work and Safety Standards Act”, as amended, 40 U.S.C. 327-333 and CFR Parts 5 and 1926

- which, among other things, establishes the required basis and conditions for hours of work and for overtime pay of laborers and mechanics and directs the Department of Labor to formulate construction safety and health standards.

“National Environmental Policy Act of 1969”, as amended, 42 U.S.C. 4321, et seq.

- which, among other things, prohibits federal assistance that will adversely affect the quality of the environment.

“Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970”, as amended, 42 U.S.C. 4601, et seq.

- which, among other things, establishes the terms and conditions for compensation to property owners and occupants who are displaced or whose property is acquired as a result of federally assisted projects.

“Archeological and Historic Preservation Act of 1974”, as amended, 16 U.S.C. 469a-1, et seq.

- which provides protection for historically valuable property.

“National Historic Preservation Act of 1966”, as amended, 16 U.S.C. 470, et seq.

- which, among other things, provides for the protection of national historic sites.

“Federal Water Pollution Control Act”, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251, et seq.

- which, among other things, sets limits on pollutants discharged in international waterways and requires safeguard against spills from oil storage facilities.

"Clean Air Act of 1955", as amended, 42 U.S.C. 7401, et seq.

- which, among other things, establishes national standards for vehicle emissions.

"Energy Policy and Conservation Act", 42 U.S.C. 6321, et seq.

- which, among other things, authorizes development and implementation of state energy conservation plans with mandatory standards and policies relating to energy efficiency.

Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b).

- which, among other things, prohibits the use of lead-based paint in construction or rehabilitation of structures.

"National Flood Insurance Act of 1968", 42 U.S.C. 4011, et seq.

- which, among other things, authorizes a national flood insurance program.

"Flood Disaster Protection Act of 1973", as amended, 42 U.S.C. 4012a(a), et seq.

- which, among other things, requires the purchase of flood insurance by recipients of federal financial assistance who are located in areas having special flood hazards.

REGULATIONS

U.S. DOT and FTA regulations at 49 CFR

- regulations promulgated by FTA and U.S. DOT.

49 CFR Part 29

- regulations promulgated by U.S. DOT on government-wide debarment and suspension.

49 CFR Parts 21, 24, 25, 26, 27, 37 and 38

- regulations promulgated by the Department of Transportation governing Title VI of the Civil Rights Act of 1964, as amended, Relocation and Real Property Acquisition, Disadvantaged Business Enterprise, Nondiscrimination on the Basis of Handicap and the American with Disabilities Act.

49 CFR Part 29, as modified by 41 U.S.C. 702

- regulations promulgated by U.S. DOT governing "Drug-Free Workplace Requirements".

49 CFR Part 655

- regulations promulgated by FTA governing prevention of alcohol misuse and prohibited drug use in transit operations.

46 CFR Part 381

- regulations promulgated by the Maritime Administration governing cargo preference requirements.

49 CFR Part 663

- regulations promulgated by the U.S. DOT governing access to records and reports.

49 CFR Part 11

- regulations by U.S. DOT governing protection of human subjects involved in research, development, and related activities.

40 CFR Part 15 and 49 CFR Part 18

- regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements for grantees.

29 C.F.R. Parts 5 and 215

- regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

49 CFR Part 41

- governing seismic safety design and construction requirements.

49 CFR Part 19 and Part 20

- regulations promulgated by U.S. DOT which provide restrictions on lobbying for contracts exceeding \$100,000.

49 CFR Part 665

- regulations promulgated by FTA pertaining to testing requirements for new bus acquisitions.

FTA National ITS Architecture Policy on Transit Projects, 66 FR 1459, January 8, 2001

- regulations pertaining to ITS projects.

40 CFR Part 247 and Executive Order 12873

- regulations pertaining to recycled products.

U.S Department of Agriculture regulations, "Animal Welfare", 9CFR subchapter A, parts 1,2, 3, and 4

- regulations regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities.

EXECUTIVE ORDERS

E.O. 11246

- which establishes requirements for equal employment opportunity.

E.O. 11593

- which provides for identification and protection of historic properties.

E.O. 11988

- which establishes certain specific requirements related to flood protection and control.

E.O. 11990

- which relates to wetland protection.

E.O. 11514 and 11738

- which relates to environmental quality control measures.

E.O. 12372 and implementing regulations at 49 CFR Part 17

- which requires an intergovernmental review of transportation programs and activities.

ADMINISTRATIVE REQUIREMENTS

Office of Management and Budget (OMB) Circular A-87

- which provides cost principles applicable to grants and contracts with state and local governments.

Office of Management and Budget (OMB) Circular A-102

- which provides uniform requirements for assistance to state and local governments.

Office of Management and Budget (OMB) Circular A-133

- which provides principles for audits of states, local governments and non-profit organizations.

Federal Transit Administration (FTA) Circular 4220.1D

- which provides requirements for third party contracting and for compliance with procurement regulations.

48 CFR Part 31 – Federal Acquisition Regulations

- which provides cost principles applicable to contracts with commercial organizations.