



**December 2012**

# Regional Travel Options Grants

**Application packet**



## 2013-15 Travel Options grant application packet

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#### Purpose

The Regional Travel Options (RTO) Program carries out regional transportation demand management (TDM) strategies to increase use of travel options, reduce pollution and improve mobility. Regional travel options include all of the alternatives to driving alone – carpooling, vanpooling, riding transit, bicycling, walking and telecommuting.

#### Eligible organizations

Government agencies and non-profit organizations with the ability to meet federal requirements are eligible to apply. (Federal funding limitations prevent us from directly contracting with for-profit entities.) Projects must be carried out within the Metro boundary, which includes the urbanized portions of Clackamas, Multnomah and Washington counties.

#### General guidelines

- Projects must show desired environmental outcomes, such as air quality improvement.
- Projects must demonstrate how they address conditions related to community health and livability.
- Grantees will include an evaluation task to appropriately measure project results (e.g.,

10% of total project costs is one rule of thumb). Standard methods may be required to measure outcomes.

- Grantees will be reimbursed for expenses 30 days after submitting a complete invoice.
- Grantees must comply with all applicable federal regulations.
- All projects shall recognize the Federal Transit Administration and Metro Regional Travel Options as funding sources.
- All marketing materials developed by the project, including both printed and web-based information, shall include the Drive Less Save More logotype. Drive Less Save More is the marketing “umbrella” campaign for Regional Travel Options projects and programs.

#### For more information

- Attend a grant information meeting Wednesday, January 9, 2013, 10:00 a.m. - noon. Metro Regional Center, 600 NE Grand Ave., Portland, Room: Council Chamber.
- Call Pamela Blackhorse at (503) 797.1757 or send e-mail to [rto@oregonmetro.gov](mailto:rto@oregonmetro.gov)
- Visit [www.oregonmetro.gov/rtogrants](http://www.oregonmetro.gov/rtogrants)

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## Program overview

Travel options grant projects must advance the region's goals, objectives and priorities for transportation and land use. Specific guidance and direction for the RTO program related to these desired outcomes can be found in the following two planning documents:

**2012-2017 RTO Strategic Plan** – The RTO program is guided by a five-year strategic plan, updated in 2012 in partnership with local governments, non-profits and other program stakeholders, and adopted by the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council.

The plan identifies the following program goals:

1. Align the RTO program with regional economic development, growth management, and livability objectives.
2. Be a leader in developing local, regional, state, and national policies that promote walking, biking, transit, and high-occupancy vehicle travel.
3. Support local partners to engage employers and commuters to increase the use of travel options for commute trips.
4. Develop tools to support the use of travel options to reduce drive-alone trips.

The plan is available to download at [www.oregonmetro.gov/traveloptions](http://www.oregonmetro.gov/traveloptions).

**Regional TSMO Plan** – Travel Options strategies are also a key component of the region's Transportation System Management and Operations (TSMO) plan. JPACT and Metro Council adopted the 2035 Regional Transportation Plan in June 2010, which includes the regional TSMO plan. The TSMO plan

identifies specific region-wide and corridor-specific RTO strategies to help better manage the transportation system.

The plan is available to download at [www.oregonmetro.gov/index.cfm/go/by.web/id=21962/level=4](http://www.oregonmetro.gov/index.cfm/go/by.web/id=21962/level=4)

## Project Examples

There are a variety of project types eligible for funding. Previously funded grant projects include the development of a commuter incentives program, a walking map and wayfinding system in Tigard, and Sunday Streets in Wilsonville. To provide applicants guidance with the grant application process there is a series of project descriptions available for download on the RTO grant webpage. These examples illustrate a variety of potential project types and include best practices, resources, measurement methods, and past projects. Applicants can download project descriptions on Metro's website at <http://www.oregonmetro.gov/rto grants>.

## Funding

### Funds available

\$2.1 million is available. The funds will support projects carried out from July 2013 through June 2015. Grant proposals must request a minimum of \$50,000.00.

### Local match requirement

RTO Grant funds will pay for only a portion of total project costs. A cash or in-kind local match is required. The match must provide a minimum of 10.27 percent of the total project cost. Funds from other Metro grants or federal sources cannot be applied towards the minimum match requirement.

### Sub-regional targets

A new component of the grant program this year is the creation of sub-regional targets. Four sub-

regions have been identified, and 30 percent of the \$2.1 million grant fund has been targeted to these sub-regions, divided (see below) according to each sub-region's population plus employment.

Sub-region	2013-15 target amount
Clackamas	\$125,000
E. Multnomah	\$57,770
Washington	\$206,900
Portland	\$240,330
<b>Total:</b>	<b>\$630,000</b>

The targets were created to give sub-regions the ability to guide a portion of the grant funds to projects that are of local importance. A prioritized project's costs may be more than a sub-region's target amount. In those instances, the project will be funded up to the sub-regional target amount, with the balance of the requested funding awarded if the project scores well enough in the overall project rankings.

It is possible to have more than one prioritized project in a sub-region. In those instances, project ranking should indicate what portion of each project is to be funded with the targeted amount.

*Example: A sub-region's target amount is \$200,000. They prioritize two projects; one for \$125,000, the other for \$100,000. They indicate that they wish the \$125,000 project to be funded entirely with the targeted funds, which leaves \$75,000 of their target remaining. The other project will receive \$75,000, plus the remaining \$25,000 provided the project is ranked high enough in the overall grant scoring.*

Applicants, including those proposing regional projects, are encouraged to discuss project ideas with the appropriate sub-region representative in order to ensure proposed projects are aligned with sub-regional goals and to explore opportunities for collaboration.

- Clackamas County: Karen Buehrig [karenb@co.clackamas.or.us](mailto:karenb@co.clackamas.or.us)
- E. Multnomah County: Joanna Valencia [Joanna.valencia@multco.us](mailto:Joanna.valencia@multco.us)
- Washington County: Clark Berry [clark\\_berry@co.washington.or.us](mailto:clark_berry@co.washington.or.us)
- City of Portland: Dan Bower [dan.bower@portlandoregon.gov](mailto:dan.bower@portlandoregon.gov)

## Selection process and timeline

### Selection process

- A grant selection committee will review applications.
- The selection committee will use the project selection criteria detailed in the next section of this document to score and rank grant applications.
- Applicants may be invited to meet with the selection committee to answer questions about their proposal in March 2013.

### Timeline

Jan. 9, 2013	Grant information meeting 10:00 a.m. - noon <b>Metro Regional Center, 600 NE Grand Ave., Portland Room: Council Chamber</b>
<b>Feb. 22, 2013</b>	<b>Applications due at 5:00p.m.</b>
March, 2013	Selection committee reviews proposals; interviews applicants (if requested)
Apr.5, 2013	Sub-regional proposal prioritization due to Metro
<b>Apr. 10, 2013</b>	<b>Grant awards announced</b>
July 1, 2013	Grant agreements completed; funds available

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## Application process

### 1. Complete the application form and other required materials.

Complete the application form found beginning on page 11. Electronic forms are available to download at [www.oregonmetro.gov/rtogrants](http://www.oregonmetro.gov/rtogrants).

Use the following checklist to ensure you are submitting a complete application (incomplete applications will not be reviewed or scored):

- Application form
- Scope of work
- Budget spreadsheet
- Letters of support from organizations carrying out the project

### 2. Review the sample contract included in this application packet.

Please review the sample contract (pages 21-43) carefully. It includes federal requirements and language your organization will need to agree to in order to receive reimbursement for eligible grant-related costs. Contact Dianne Hutchins ([dianne.hutchins@oregonmetro.gov](mailto:dianne.hutchins@oregonmetro.gov)) if you have questions about the grant agreement.

### 3. Submit your application materials and data to Metro.

Letters, applications and data must be received by **5:00 p.m. Friday, February 22, 2013**.

Applications may be submitted either via by mail or e-mail.

- Mailing address: RTO Grants, Attn: Pamela Blackhorse, Metro, 600 NE Grand Ave, Portland, OR 97232
- E-mail address: [rto@oregonmetro.gov](mailto:rto@oregonmetro.gov)

### 4. Metro will convene a selection committee to score applications.

Applicants who submit complete application materials may be invited to meet with the selection committee to answer any questions about the proposed project.

**5. Grant awards will be announced in April 2013.** Metro will proceed with putting grant agreements in place with successful applicants shortly thereafter. Projects are to begin no earlier than July 1, 2013

## Measuring results and evaluating benefits

Grant applicants are not expected to predict the results of their project; however, every grant project must measure results. The 2012-2017 RTO Strategic Plan called for a broader set of measures to record triple-bottom line results in scale with the total project cost. One rule of thumb is to consider 10 percent of the total project cost going toward measurement. Using 10 percent means lower budget projects will not afford in-depth levels of measurement. Guided by the RTO Strategic Plan and an Evaluation Framework, RTO administrators considered an appropriate level of measurement, in scale of budget that may score maximum points in all triple-bottom line categories: social, environmental or economic benefits.

Levels of measurement include:

1. Inputs: track dollars spent, in-kind donations and other contributions used to facilitate the project
2. Outputs: track services, outreach and activities provided to a population; record participation in events or initial use of services; record population's awareness; assess the population's satisfaction
3. Outcomes: record actions people take as a result of the project; assess the impact from actions such as: health and safety improvements; quantifying the reduction in pollutants; and, savings to people's wallets and the economy

For the purpose of scoring grant applications, the Grant Selection Committee is advised to give

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maximum points for excellent measurement proposals scaled by total grant awards in the following ranges:

Low: \$50,000-\$99,999

Medium: \$100,000 to \$149,999

High: \$150,000 or more.

Along with other criteria, grant applications should propose measuring the following for social, environmental and economic benefits:

- inputs and outputs for grant awards totaling \$50,000-\$99,999
- inputs, outputs and evidence of outcomes for grant awards totaling \$100,000 to \$149,999
- inputs, outputs and outcomes analyzed from data the project will collect using standard methods or from an independent analysis (for example, hiring a research firm) for grant awards totaling \$150,000 or more

## **Selection criteria**

Project applications will be evaluated using the following 11 factors. The following table will help to explain the factors the evaluation team will use to assign points to responses. There are 100 total points available.

## Criteria

### Criteria (100 total points)

### Evaluation and scoring factors

**TRIPLE BOTTOM LINE OUTCOMES AND MEASUREMENT (30 total points)**

- |   |   |
|---|---|
| <p>1. Describe the social benefits the project will produce relative to the total cost of the project. Outcomes may include one or more of the following examples: (10 points)</p> <ul style="list-style-type: none"> <li>• Increased awareness and use of non-drive alone options</li> <li>• Number of residents or employees reached through outreach, education, encouragement, distributed information materials or other activities</li> <li>• Applicability of project to positively impact a breadth of communities (age, gender, income, race, etc.)</li> <li>• Ability of project to positively impact underserved communities<sup>1</sup> and business districts</li> <li>• Improved physical health</li> <li>• Increased safety</li> </ul> <p>2. Describe what environmental outcomes the project will produce. Outcomes may include one or more of the following examples: (10 points)</p> <ul style="list-style-type: none"> <li>• Reduced reliance on private auto travel; increase use of non-drive alone choices</li> <li>• Vehicle miles traveled reductions</li> <li>• Reductions in fossil fuel use</li> <li>• Air quality improvements</li> <li>• Reduced consumption of natural resources</li> </ul> | <p><i>Successful projects provide detailed descriptions of measurable outcomes across all social benefit examples. The applicant’s approach to measuring social benefit outcomes is in scale with total project cost. At a minimum, \$50,000-\$99,999 projects will comprehensively track outreach, participation, and participant satisfaction by residents or employees; \$100,000 to \$149,999 projects will comprehensively track outreach, participation and satisfaction by residents or employees and assess any improvements to health, safety and/or increased transportation access; projects \$150,000 or more will comprehensively track outreach, participation, participant satisfaction and report on social contributions.</i></p> <p><i>Projects that show a variety of measurable environmental outcomes fare better than projects that focus on just one or two of the above examples. The applicant’s approach to measuring environmental resource outcomes is in scale with the total project cost. At a minimum, \$50,000-\$99,999 projects will comprehensively track all inputs and outputs related to encouraging non-drive alone mode choices; \$100,000 to \$149,999 will track inputs, outputs and meaningfully assess increases in non-drive alone mode use; projects \$150,000 or more will track inputs, outputs and measure non-drive alone mode use before and after the</i></p> |
|---|---|

<sup>1</sup> Underserved communities include populations which are the elderly, persons with disabilities, children, and any other population of people whose needs have not been fully met or considered in the planning process.

## Criteria

3. Describe what economic outcomes the project will produce relative to the total cost of the project. Outcomes may include one or more of the following examples: (10 points)
- Reduced congestion or increased reliability (for example, knowing to expect 20-minute travel time (15 minute trip plus 5 minute delay) in travel
  - More efficient use of current transportation system
  - Household or business cost savings (location efficiency)
  - Access to jobs and businesses
- project and estimated reduction in pollutants based on standard methods).*  
*Successful projects clearly address multiple, tangible economic benefits to the region or to a specific project area. The Applicant's approach to measuring economic outcomes is in scale with total project cost. At a minimum, \$50,000-\$99,999 projects will estimate dollars per employee, resident or household served; \$100,000 to \$149,999 will track number served and assess economic benefit (for example, cost savings for households; reduced parking space demand); \$150,000 or more will estimate return-on-investment based on standardized methods or independent analysis).*

### **ORGANIZATION'S CAPACITY, EXPERIENCE, AND PARTNER SUPPORT (10 total points)**

4. Describe previous (federal or otherwise) grant-funded projects your organization has completed, your experience in delivering the project on time, within budget and meeting all scope requirements (5 points)
- Applicants demonstrate a proven track record by articulating how grant projects meet proposed deliverables on time and within budget.*
5. Who are the partners (if any) that will assist you with the project? Describe the role(s) and amount of time/effort project partners will contribute carrying out the project. To what extent will those partnerships benefit the outcomes of the project? (5 points)
- Higher consideration will be given to partnerships that demonstrate commitment that ultimately contribute to successful project outcomes. For example, partner commits financial, technical and/or outreach resources that expand the scope or reach of the applying organization).*

### **PROJECT SUCCESS FACTORS (30 total points)**

Answer question 6a (only) for projects that are targeted region wide or that cross county boundaries.

OR

Answer both parts of question 6b (only) for projects that are within a county, city, neighborhood, or employment district.

## Criteria

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- 6a. If the project is regionally targeted, how does it benefit the region as a whole? (10 points)
- OR,**
- 6b. If the project is targeted to a specific area, how does it:
- 1) Increase the use and maximize the value of an existing investment (transit, bicycle, pedestrian, etc.)? (5 points)
- AND,**
- 2) Help residents or employees overcome barriers to using travel options? How appropriate is the project to the target area? (5 points)
7. What elements are critical for this project to succeed? Please include examples of similar types of projects with proven success in the region or elsewhere (10 points).
8. How might the project be continued or become a model for successive projects or programs after the grant work is complete? (10 points)
- A successful regional project will reduce drive-alone trips, overcome barriers to using transportation options, improve access to employment areas and amenities, enhance health and livability across diverse communities, and maximize efficient use of existing transportation facilities.*
- 1) A successful, targeted project promotes and encourages use of existing travel options infrastructure (e.g., bike lanes and greenways, transit services, paths and sidewalks, rideshare services).*
- 2) In areas with inadequate or limited travel options infrastructure, a successful project will evaluate strategies for overcoming barriers and provide a service that addresses identified transportation needs and services.*
- Thoughtful and well-articulated planning, implementation, and measurement strategies will contribute to a project's overall success. Applicant's track record working on similar projects will likely result in positive grant outcomes.*
- The project will ideally build upon the organization's capacity, vision, and partner support to increase resources directed at desired RTO outcomes. A visionary project utilizes TDM best practices and produces meaningful results with potential to become a model for other projects and programs to emulate.*

### TARGET AUDIENCE (10 total points)

9. What audience(s) does this project reach? Describe how the project will overcome barriers the project audience has to using transportation options? (5 points)
- Effective projects examine the ways different audiences utilize and access transportation services and provide solutions for how those specific audiences overcome barriers to achieve intended goals. Proposed project outcomes should align closely with target audience*

## Criteria

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- |  |   |
|--|---|
| <p>10. Describe how your organization and/or partners have a unique qualification, skill, and/or method to reach the project audiences. (5 points)</p> | <p><i>demographics and specific community needs</i><br/> <i>Organizations and partners should utilize their unique skills and qualifications to meaningfully connect to diverse audiences in a proposed target area and achieve desired project outcomes.</i></p> |
|--|---|

### **MATCH (20 total points)**

- |  |   |
|--|---|
| <p>11. What percent of the total project cost will be paid for in match from your organization or your partners? (10.27 percent is the minimum required) Please describe the source of non-federal matching funds, or in-kind match. (20 points)</p> | <p><i>Projects with higher levels of partner support and match levels are more likely to succeed compared to projects with little to no partner support and limited, in-kind and financial contributions.</i></p> |
|--|---|

## Grant Application

### 2013-2015 Regional Travel Options Grant Application

<b>Section A: Applicant information</b>		
Organization legal name		Date submitted
Address (Include City and Street Address)		
Primary purpose of organization		Organization is (select one) <input type="checkbox"/> Non-profit <input type="checkbox"/> Government
Project Contact Name	Phone (do not include dashes)	E-mail Address
<b>Section B: Project information</b>		
Project name:		Amount of funding requested (\$50,000 minimum): \$
Provide a brief project description. Describe the project goals and how the goals align with the 2012-17 RTO Strategic Plan. Describe who will be served by your project and if it is primarily located within the Metro boundary. Limit your response to 75 words or less.		
<b>Attach Scope of Work</b> with tasks and deliverables with the start and completion dates. A sample Scope of Work is attached for your reference.		
<b>Section C: Scored Criteria (100 Points)</b>		
<b><i>TRIPLE BOTTOM LINE OUTCOMES AND MEASUREMENT.(30 total points)</i></b>		
1. Describe the social benefits the project will produce relative to the total cost of the project (10 points)		
2. Describe what environmental resource outcomes the project will produce (10 points)		
3. Describe what economic outcomes the project will produce relative to the total cost of the project (10 points)		
<b><i>ORGANIZATION'S CAPACITY, EXPERIENCE, AND PARTNER SUPPORT (10 total points)</i></b>		

## Grant Application

4. Describe previous (federal or otherwise) grant-funded projects your organization has completed, your experience in delivering the project on time, within budget and meeting all scope requirements (5 points)	
5. Who are the partners (if any) that will assist you with the project? Describe the role(s) and amount of time/effort project partners will contribute carrying out the project. To what extent will those partnerships benefit the outcomes of the project? (5 points)	
<b><i>PROJECT SUCCESS FACTORS (30 total points)</i></b>	
6a. If the project is regionally targeted, how does it benefit the region as a whole? (10 points)	
<b>OR</b>	
6b. If the project is targeted to a specific are, how does it:	
a. Increase the use and maximize the value of an existing investment (transit, bicycle, pedestrian, etc.) (5 points)?	b. Help residents or employees overcome barriers to using travel options? How appropriate is the project to the target area? (5 points)
7. What elements are critical for this project to succeed? Please include examples of similar types of projects with proven success in the region or elsewhere (10 points)	
8. How might the project be continued or become a model for successive projects or programs after the grant work is complete? (5 points)	
<b><i>TARGET AUDIENCE (10 total points)</i></b>	
9. What audience(s) does this project reach? Describe how the project will overcome barriers the project audience has to using transportation options? (5 points)	
10. Describe how your organization and/or partners have a unique qualification, skill, and/or method to reach the project audiences (5 points)	
<b><i>MATCH (20 total points)</i></b>	
11. What percent of the total project cost will be paid for in match from your organization or your partners? (10.27 percent is the minimum required) Please describe the source of non-federal matching funds, or in-kind match (20 points)	

# Grant Application

RTO GRANT 2013-2015 PROJECT BUDGET WORKSHEET			
<p>Estimate the total costs directly related to your project for staff time, volunteers and consultants, as well as required materials and services. You can delete rows that do not apply and/or add more specific descriptors.</p> <p>Please indicate the budget amount for each task identified in the project scope of work (add rows as needed). Enter the matching fund(s) amounts and the sources of those funds. (The spreadsheet will automatically calculate totals.)</p> <p>Other Metro funds, or any Federal funds cannot be used toward the matching revenue.</p>			
<b>Budget</b>			
<b>Project costs</b> - please indicate the total cost of your proposed project, by task	<b>Estimated staff costs</b>	<b>Estimated materials/ supplies costs</b>	<b>Total Project Cost</b>
Task #1 (as defined in project Scope of Work)	\$0.00	\$0.00	\$0.00
Task #2	\$0.00	\$0.00	\$0.00
Task #3	\$0.00	\$0.00	\$0.00
Task #4	\$0.00	\$0.00	\$0.00
Task #5	\$0.00	\$0.00	\$0.00
Task #6	\$0.00	\$0.00	\$0.00
Task #7	\$0.00	\$0.00	\$0.00
Task #8	\$0.00	\$0.00	\$0.00
Task #9	\$0.00	\$0.00	\$0.00
Task #10	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Matching funds</b> - please indicate the amount and sources of your local matching funds.			
	<b>Type of match (in-kind, staff time paid from non-grant sources, cash, etc.)</b>	<b>Total Matching funds</b>	
Your organization		\$0.00	
Project partner #1		\$0.00	
Project partner #2		\$0.00	
Project partner #3		\$0.00	
Project Partner #4		\$0.00	
Project Partner #5		\$0.00	
Project Partner #6		\$0.00	
Project Partner #7		\$0.00	
Project Partner #8		\$0.00	
Project Partner #9		\$0.00	
Project Partner #10		\$0.00	
<b>Total</b>		<b>\$0.00</b>	
<b>Grant Request</b>	<b>(a) Total project cost</b>	<b>(b) Less matching funds</b>	<b>(a-b) Requested grant amount</b>
	\$0.00	\$0.00	\$0.00
<b>Match percentage (must be 89.73% or LESS)</b>	#DIV/0!		

## Sample Scope of Work

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# [SAMPLE] Scope of Work

### Walking Map and Wayfinding System

#### Project Description

This project will develop and implement an integrated Walking Map & Wayfinding System for Downtown. It will include a walking map as well as directional/information signage for access to/from and within Downtown. The Wayfinding signage will include three general types of signs:

- An informational kiosk, located either at the Transit Center or another central location within Downtown
- Trail signage within Downtown
- Standard directional signage at key intersections/decision points

The Walking Map will include a broad downtown map (approximately ½ mile radius from Transit Center) corresponding to the Wayfinding System area, as well as a Main Street inset map.

The Map/Wayfinding system area will be generally centered on the Transit Center and will encompass a roughly half-mile radius from the center. It will include key origins and destinations such as: residential neighborhoods, Senior Centers, Transit Center, City library, City Hall, post office, schools, and pharmacy. Others may be included based on references such as the State of the Centers report from Metro. A strategy for picking origins/destinations will be discussed by the working group; taking into consideration life-stage (young, family-age, post-family) and trip type (commute vs. discretionary).

#### Project Goals/Expected Outcomes

The specific targeted outcomes of this project include:

- Increase walking trips to downtown by educating nearby residents, employees, and transit users about the numerous services within a walking distance in downtown, while showcasing walking as an easy way to go
- Reduce vehicle trips and parking demand downtown by encouraging people who currently drive downtown to choose walking instead
- Foster a “Park Once” environment downtown by highlighting the ease and convenience of walking among multiple destinations within downtown.

## **Sample Scope of Work**

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- Integrate the Transit Center with downtown by informing transit passengers about services and activities available in downtown within a short walking distance
- Increase pedestrian and bicycle use of trails for nearby residents and other trail users by installing signage to improve and clarify connections to available destinations

These are proposed to be achieved by overcoming current pedestrian barriers into and out of downtown; highlighting the numerous services within downtown to encourage multi-purpose trips downtown within an easy walkable area; and, enhancing the ease of using the trail within Downtown.

### **Overcoming Pedestrian Barriers to Downtown Access**

A recent assessment conducted as part of the TriMet Pedestrian Network Analysis revealed that walking conditions are generally adequate within downtown. However, getting into and out of downtown can be challenging. The Walking Map/Wayfinding System is intended to clarify options for walking trips into and out of downtown to access downtown services as well as regional transit connections.

### **Within Downtown**

Once a pedestrian gets downtown, walking conditions are generally adequate. The Walking Map/Wayfinding System will aim to create a “park once” environment. The Walking Map will emphasize the short walking distance between downtown services, thereby encouraging combined trip purposes for downtown visitors, without having to move a car.

### **Enhance Trail Connections**

Trails provide off-street natural area connections to downtown from residential neighborhoods; however, there is currently no signing to point out the direction or distances of possible destinations. The proposed WayFinding System includes signage for the trail within downtown to enhance this valuable resource.

### **Evaluation Plan**

The Walking Map and Wayfinding System will be evaluated using a combination of surveys and pedestrian counts to be conducted Before and After implementation of the project. Both elements of the evaluation will be taken to reflect “typical” conditions. The evaluations will track perceptions of pedestrian conditions and activity levels in downtown, and will provide a baseline for on-going performance evaluation of downtown walking conditions.

### **Project Staff**

## Sample Scope of Work

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The primary project team members are summarized below. To ensure cost effectiveness of the proposal, the team includes an intern or temporary planner to assist the project manager throughout the project.

For key project team members, the table shows the % of time that they will work on this project. To reflect the varying activities over the course of the project, this is indicated as a range or at the level during the individual's primary involvement. In addition to the primary project staff, the project manager will enlist the support of other staff members who have relevant expertise, experience, or responsibilities. The total hours that these individuals will dedicate to the project are marginal. However, their expertise will inform various phases of the project.

<b>City Project Team</b>			
<b>Staff Name, Title</b>	<b>Project Role</b>	<b>Years Experience</b>	<b>% of Time</b>
<b>Primary Staff</b>			
X	Project Manager	X	X
X	Project Assistant	X	X
X	Graphic Design	X	X
X	GIS Mapping	X	X
<b>Staff Specialist Support</b>			
X	Intertwine coordination	X	X
X	Sign Specifications and ODOT Requirements	X	X
X	Sign Production/Installation	X	X

**Note:** Grantee shall notify Metro in writing of any staffing change(s) within ten (10) business days of such change. Agreement to any staff changes shall be at Metro's discretion. Metro shall notify Grantee in writing of acceptance of staff changes.

In addition to the City staff identified above, a portion of the signage production and map printing will be contracted out. Selection will be subject to pricing and product delivery options.

### Major Project Tasks

#### Task 1

##### Establish Project Charter, including Working Group

Project leader will develop a Project Charter to identify project participants, including city staff, other local participants, and other agency participants including Metro. Staff will conduct direct outreach to stakeholders and current community volunteers to establish the Working Group, as well as other stakeholder input. Outreach for these purposes is expected to include:

## Sample Scope of Work

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- Downtown Stakeholders
- Central City Advisory Committee
- Transportation Advisory Committees
- Pedestrian/Bicycle Subcommittee
- TriMet
- Pedestrian Coalitions

• There will be one kick-off meeting to explain the project; identify priorities; and review the timeline and schedule.

### *Deliverables*

- a. Project Charter, including list of project staff, community members, and other agency participants;
- b. Project schedule and preliminary Working Group schedule

### **Task 2**

#### **Pedestrian Perceptions Survey and Pedestrian Counts – “Before” Conditions**

Develop a survey instrument and distribute through the city’s web site, with broad based publicity including the city newsletter, neighborhood networks, related community advisory and volunteer committees and city staff. The survey will be supplemented with field pedestrian counts in order to establish a baseline for pedestrian activity (using methods consistent with other pedestrian data collection efforts, if possible). In addition to using the survey to establish a “before” condition of user perceptions of pedestrian conditions, the survey responses will help staff identify issues and concerns among respondents to inform the map and signage development as well as future needs.

### *Deliverables*

- a. Survey instrument (“Before” conditions), with input from RTO staff
- b. Completed survey forms (distributed and promoted broadly, including announcement in the monthly newsletter, with target minimum 100 completed)
- c. Conduct pedestrian counts

### **Task 3**

#### **Pedestrian System Data Collection**

Data collection for the Walking Map and Wayfinding System will include use of the City’s GIS mapping

## **Sample Scope of Work**

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system, field work, and informal interviews. It will also build on work completed for the TriMet Pedestrian Network Analysis. This task will include one working group meeting. Other examples of signs and walking maps will be discussed at this meeting to get early ideas of options and group preferences.

### *Deliverables*

- a. Working Group Meeting
- b. Determination of map area; Key origins and destinations; Formal and informal pedestrian paths/routes

### **Task 4 Create Draft & Final Walking Map and Wayfinding System**

This task will be the bulk of the effort and budget for the project. The City's graphics art and GIS mapping capabilities will be used to create maps and signage concepts. Up to three working group meetings are expected. Additional feedback opportunities may include the City's web site and City advisory boards and committees. Also, a design process for the trail signs will include review of City and regional trail signs to allow for consistency and clarity of style. Project marketing materials (web and print) will include the Drive Less/Save More logotype.

### *Deliverables*

- a. Draft & Final Citywide and Main Street Walking Map
- b. Draft & Final signage styles
- c. Draft & Final Signage system plan (needs/locations)

### **Task 5 Production & Installation**

Much of the sign production will be handled by City staff. It is expected that the Informational Kiosk may be more complex and would be contracted out. The signs will be installed by City staff.

### *Deliverables*

- a. Final sign installation: at least 1 information kiosk; 2-4 trail signs; and 10 to 20 general direction/distance pedestrian signs; or equivalent combination of on- and off-street wayfinding tools

## **Sample Scope of Work**

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### **Task 6 Map Distribution**

The final map prototype will be developed by City graphics arts staff. Printing will be contracted out to a local commercial printer (following federal and other guidelines included in or referred to in this IGA). The map will be distributed through local housing organizations, community centers, downtown businesses and civic organizations, City buildings and other downtown locations. The City will ask for RTO staff input on distribution plans. The map will be posted on the City's web site and will be announced in newsletters.

#### *Deliverables*

- a. Completed Walking Map –Posted on the City's website and approximately 2,000 copies
- b. Distribution plan

### **Task 7 Modify Survey Instrument and Administer – “After” Conditions**

The “Before” survey will serve as the base of the “After” survey in order to allow for capture changes in perceptions. Some modifications might be warranted based on lessons from the project process or due to changing conditions in the field; the survey will also assess awareness of this map/signage project. Pedestrian counts will also be conducted. These will be scheduled to avoid construction, but also to match the time of year of the baseline counts.

#### *Deliverables*

- a. Survey instrument, modified as needed, with input from RTO staff
- b. Distribute survey forms (distributed and promoted in manner consistent with the “before” survey)
- c. “After” pedestrian counts

### **Task 8 Final Report**

A final report will summarize the findings of the Before and After surveys, the process for public input and engagement, the final outcomes, and lessons learned.

#### *Deliverables*

- a. Final report

## Sample Scope of Work

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### Project Timeline & Budget

The majority of the project will be completed within eleven (11) months, with the “After” survey and final report being completed within approximately eighteen (18) months. The estimated timeline per task is summarized below.

Task	Task Description	Schedule:	Metro Grant	Required 10.27% Match	Over Match	Total
1	Work Group formation	Months 1-2	X	X	X	X
2	“Before” Survey/Ped Counts	Months 1-2	X	X	X	X
3	Data Collection	Months 1-3	X	X	X	X
4	Walking Map/Wayfinding System Development	Months 4-9	X	X	X	X
5	Sign Production/Installation	Months 10-11	X	X	X	X
6	Map Printing Initial Distribution	Months 10-11	X	X	X	X
7	“After” Survey/Ped Counts	Months 15-16	X	X	X	X
8	Final Report	Months 17-18	X	X	X	X
		<b>Totals</b>	X	X	X	X

## Grant Agreement

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### Project: Name of Project

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and **Name of Grantee** referred to herein as "Grantee," located at: Address added in here.

#### A. Recitals

Metro is the recipient of Federal Transit Administration (FTA) Congestion Mitigation and Air Quality (CMAQ) grant funds, and wishes to enter into this Agreement with the Grantee, utilizing these federal funds.

Metro considers the Grantee to be a **subrecipient** of federal funds. Funding for this project is obtained from a Grant Agreement between Metro and the FTA, utilizing Congestion Mitigation and Air Quality (CMAQ) funds, CFDA No. 20.507. As federal funds are involved in the Agreement, Exhibit B, Attachments A and B and Exhibit C are attached hereto and by this reference made a part of this Agreement as if set forth in full.

The Regional Travel Options Program, hereinafter referred to as the "RTO Program" is a program of Metro designed to assist local governments and non-profit agencies in managing demand on the transportation system and increasing use of travel options.

The Metro RTO Subcommittee of TPAC selected the **Name of Grantee** to receive partial funding for the purpose of specifying projects the GACC will implement that further the Regional Travel Options effort toward accomplishing Regional Transportation Plan modal target of 40% non-SOV trips or higher, by the year 2040.

#### B. Effective Date and Duration

The beginning date of this Agreement is July 1, 2013, and shall remain in effect until and including June 30, 2015, unless terminated or extended as provided in this Agreement. Costs incurred on or after July 1, 2013 which are deemed allowable costs for this project, will be reimbursed once all parties have signed this Agreement and Metro has been presented with the appropriate invoice and documentation.

#### C. Scope of Work

Grantee shall provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by this reference as if set forth in full. Grantee in accordance with the Scope of Work shall provide all services and materials, in a competent and professional manner. To the extent that the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

#### D. Compensation

The total Agreement amount is **XXXXXX AND NO/100<sup>TH</sup>'s DOLLARS (\$XXXXX)** which is comprised of the maximum amount of FTA funds to be dispersed to the Grantee not to exceed **XXXXXX NO/100<sup>TH</sup>'s DOLLARS (\$XXXXX)** and **non federal local match** provided by Grantee of **XXXXXX NO/100<sup>TH</sup>'s DOLLARS (\$XXXXX)** and an additional .amount provided by Grantee of **XXXXXX NO/100<sup>TH</sup>'s DOLLARS (\$XXXXX)**.

## Grant Agreement

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All invoice payments are conditional upon Metro's Project Manager approval of the Quarterly Progress Reports.

Qualified costs are direct project costs, incurred by the Grantee and personal services contractor(s) during the term of this Agreement that are eligible for federal funds. Metro shall reimburse Grantee for qualified costs for work described in Exhibit A, in accordance with:

- OMB Circular 2 CFR 230 (formerly A-122), Cost Principles for Nonprofit Organizations

The Grantee shall present cost reports, reimbursement requests and progress reports to Metro's RTO Administrator on a **quarterly basis**.

Invoices shall display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required matching amounts, if applicable. *Documentation, when requested, must be received by Metro before payment will be made, and may include copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense.*

### **E. Subcontracts and Assignment – Successors and Assigns**

Grantee **shall not** enter into any subcontracts for any of the Services required by this Agreement, or assign or transfer any of its interest in this Agreement, without Metro's prior written consent.

In addition to any other provisions Metro may require, Grantee shall include in any permitted subcontract under this Agreement a requirement that the subcontractor be bound by Sections E, G, I and O of this Agreement as if the subcontractor were the contractor.

Metro's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to the Grantee and subcontractors have no right to payment directly from the Metro.

Grantee agrees to include adequate provisions in their agreements with their subcontractors to ensure compliance with those Federal laws, regulations, and directives as directed by the FTA Master Agreement Section 2(e).

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.

### **F. Records Maintenance – Access**

Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles (GAAP). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.

Grantee acknowledges and agrees that Metro, the FTA, the Comptroller General of the United States and/or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.

## **Grant Agreement**

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Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings **for a minimum of six (6) years**, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

### **G. Liability and Indemnity**

Grantee is an independent Contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Agreement.

Grantee shall indemnify, defend and hold harmless Metro, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Agreement.

Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and Metro. Grantee is solely responsible for the acts and omissions of its agents, employees, subcontractors, and/or representatives and for all claims.

### **H. Termination**

Metro may terminate this Agreement upon giving Grantee seven (7) days' written notice. In the event of termination, Grantee shall be entitled to payment for goods received prior to the date of termination. Metro shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by Metro shall not waive any claim or remedies it may have against Grantee.

### **I. Insurance**

Grantee shall purchase and maintain at the Grantee's expense, the following types of insurance, covering the Grantee, its employees, and agents:

- a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Grantee's coverage will be primary as respects Metro
- b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000.00 per occurrence
- c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Grantee shall provide to Metro thirty (30) days notice of any material change or policy cancellation.

Grantee shall provide Metro with a Certificate of Insurance complying with this article upon return of the Grantee signed Agreement to Metro.

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## **Grant Agreement**

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Grantee shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Grantee's designs or other materials by Metro and for any claims or disputes involving subcontractors.

### **J. State and Federal Law Constraints**

Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Grantee shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

### **K. Attorney's Fees**

In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

### **L. Quality of Goods**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. Grantee guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Grantee or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

In addition to any express warranties provided by the Grantee, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Agreement, and are hereby expressly not disclaimed.

### **M. Safety**

If services of any nature are to be performed in connection with the provision of goods pursuant to this Agreement, Grantee shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

### **N. Right to Withhold Payments**

Metro shall have the right to withhold from payments due Grantee such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grantee's performance or failure to perform under this Agreement or the failure of Grantee to make proper payment to any suppliers or subcontractors.

## **Grant Agreement**

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### **O. Compliance**

This Agreement is subject to a financial assistance agreement between Metro and the Federal Transit Administration (FTA). Grantee shall comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof:

- the terms and conditions applicable to a “recipient” set forth in the October 1, 2011 FTA Master Agreement [FTA MA 18] (or most recent) between Metro and the FTA
- Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations
- OMB Circular 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (formerly A-110)
- OMB Circular 2 CFR 230, Cost Principles for Nonprofit Organizations (formerly A-122)
- FTA Circular 5010.1D, Grant Management Requirements
- FTA Circular 4220.1F, 3<sup>rd</sup> Party Procurement Requirements

Grantee shall also comply with federal, state, and local laws, statutes, and ordinances relative to, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

### **P. Integration of Contract Documents**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Agreement are hereby expressly incorporated by reference. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grantee and supersedes all prior negotiations, representations or Agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both Metro and Grantee. The law of the state of Oregon shall govern the construction and interpretation of this Agreement.

### **Q. Assignment**

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

### **R. Ownership of Documents**

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Grantee pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Grantee hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

### **S. Project Information**

## **Grant Agreement**

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Grantee shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Grantee shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

### **T. Independent Contractor Status**

Grantee shall be an independent Contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Grantee be considered an employee of Metro.

Grantee shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work.

Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

Grantee shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

### **U. Situs**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

### **V. No Waiver of Claims**

The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

### **W. Modification**

Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

**GRANTEE, BY EXECUTION OF THIS AGREEMENT TO AGREE, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT TO AGREE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Name of Grantee**

**Metro**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Grant Agreement

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DUNS #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

TMA Congressional District: \_\_\_\_\_

TMA Geographic location: \_\_\_\_\_

Non Profit Status: \_\_\_\_\_ (provide documentation)

Name of Title VI Officer: \_\_\_\_\_

Date of your fiscal year: \_\_\_\_\_

In your previous fiscal year did you receive more then 80% of your gross revenues in US federal contracts, subcontracts, loans, grants, subgrants or cooperative agreements? \_\_\_\_\_

Names and titles of the top five (5) highest paid employees of your organization, title, salary or hourly rate – annualized:

Name –title - compensation: \_\_\_\_\_

**Provide:**

Charter by which the your organization operates

**BACKGROUND**

**Project Description**

**The remainder of this page is intentionally left blank**

## Exhibit B

## Federal Clauses

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The Contractor agrees to comply with all applicable Federal Clauses as outlined in the **October 1, 2011 FTA Master Agreement [FTA MA 18] (or most recent)** including, but not limited to, the following:

A. Federal Laws, Regulations, and Directives. The Recipient agrees that:

(a) Federal laws and regulations are Federal requirements that control Project award and implementation. The Recipient understands and agrees it might violate Federal laws or regulations, the underlying Agreement, or this Master Agreement if it adopts an alternative procedure or course of action without first securing FTA's approval in writing.

(b) Federal directives, as defined in this Master Agreement, provide Federal guidance. FTA strongly encourages the Recipient to follow Federal directives to ensure compliance with Federal requirements.

(c) New Federal laws, regulations, and directives may become effective after the Recipient executes the underlying Agreement, and might apply to that Agreement.

(d) New Federal laws, regulations, and directives may become effective after the Recipient executes the underlying Agreement, and might apply to that Agreement.

(e) *The most recent of Federal laws, regulations, and directives will apply to its Project at any specific time, except as FTA determines otherwise in writing by:*

1. *Special Condition with the underlying Agreement,*
2. *Special Requirement with the underlying Agreement,*
3. *Special Provision within the underlying Agreement,*
4. *Condition of Award within the underlying Agreement,*
5. *Change to an FTA directive, or*
6. *Letter to the Recipient signed by an authorized FTA official.*

(f) *All standards or limits in the underlying Agreement and this Master Agreement are minimum requirements, except as FTA determines otherwise in writing.*

(g) *It will include in each third party agreement notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except as FTA determines in writing. [FTA Master Agreement §2.c (1)]*

B. No Federal Government Obligations to Third Parties. Except as the Federal; Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government shall not be subject to any obligations or liabilities related to:

- (a) The Project,
- (b) Any third party participant at any tier, or
- (c) Any other person or entity that is not a party (Recipient or FTA) to the underlying Agreement.

(2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government has no obligations or liabilities to any:

- (a) Third party participant, or
- (b) Any other person or entity that is not a party (Recipient or FTA) to the underlying Agreement.

[FTA Master Agreement §2.f]

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**C. Debarment and Suspension.** The Recipient agrees that:

(1) It will not engage third party participants that are debarred or suspended except as authorized by:

(a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the following U.S. Office of Management and Budget (U.S. OMB) Guidelines and Executive Order,

(b) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, and

(c) Executive Orders Nos. 12549 and 12689. "Debarment and Suspension," 31 U.S.C. § 6101 *note*,

(2) It will review the "Excluded Parties Listing System" at <http://epls.gov/>, if required by U.S. DOT regulations, 2 C.F.R. Part 1200, and

(3) It will include, and require its third party participants to include a similar condition in each lower tier covered transaction, assuring that the lower tier third party participant will comply with:

(a) Federal debarment and suspension requirements, and

(b) Review the "Excluded Parties Listing System" at <http://epls.gov/>, if needed for compliance with U.S. DOT regulations 2 C.F.R. part 1200. [*FTA Master Agreement §3.b*]

**D. Lobbying Restrictions.** The Recipient agrees that:

(1) As provided by 31 U.S.C. §1352(a), it will not use Federal funds to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a Member of Congress, to award or extend the underlying Agreement,

(2) It will comply with other Federal laws and regulations prohibiting the use of Federal funds for activities designed to influence Congress or a State legislature concerning legislation or appropriations, except through proper, official channels, and

(3) It will comply, and will assure the compliance of each third party participant with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended. [*FTA Master Agreement §3.d*]

**E. False or Fraudulent Statements or Claims.**

(1) Civil Fraud. The Recipient acknowledges and agrees:

(a) That the following Federal law and regulations apply to itself and its Project:

(1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and

(2) U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31.

(b) By executing the underlying Agreement:

(1) It certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it will make to the Federal Government in connection with the Project.

(2) It acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, in addition to other penalties, if the Recipient makes, presents, or submits to the Federal Government, a false, fictitious, or fraudulent:

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- (a) Claim,
- (b) Statement,
- (c) Submission,
- (d) Certification,
- (e) Assurance, or
- (f) Representation.

(2) Criminal Fraud. The Recipient acknowledges and agrees:

(a) That the following Federal laws apply to itself and its Project:

- (1) Federal Transit law, specifically 49 U.S.C. § 5323(1), and
- (2) 18 U.S.C. § 1001,

(b) That Federal Government may impose the penalties of 18 U.S.C. § 1001, in addition to other penalties, if it makes a false, fictitious, or fraudulent:

- (1) Claim to the Federal Government
- (2) Statement to the Federal Government
- (3) Submission to the Federal Government
- (4) Certification to the Federal Government
- (5) Assurance to the Federal Government, or
- (6) Representation to the Federal Government. *[FTA Master Agreement §3.f]*

F. Access to Records of Recipients and Subrecipients. The Recipient agrees that:

(1) It will provide, and also require its third party participants at each tier to provide the following people sufficient access to inspect and audit the Project, as required by 49 U.S.C. § 5325(g):

- (a) The U.S. Secretary of Transportation and the Secretary's duly authorized representatives.
- (b) The Comptroller General of the United States, and his or her duly authorized representatives, and
- (c) State officials and their duly authorized representatives.

(2) The people listed in the preceding Section 8.e (1) of this Master Agreement will have access to:

(a) Inspect all of the following, whether owned or maintained by the Recipient, subrecipient, or other third party participant:

- 1 Project work,
- 2 Project materials,
- 3 Project payrolls, and
- 4 Other Project data, and

(b) Audit any information about the Project, whether owned or maintained by the Recipient, subrecipient, or other third party participant in their:

- 1 Books,
- 2 Records, or
- 3 Accounts. *[FTA Master Agreement §8.e]*

**G. Right of the Federal Government to Terminate.**

a. Justification. After receiving notice, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding to be provided for the Project for the following reasons:

- (1) The recipient has violated the underlying Agreement or this Master Agreement, especially if that violation would endanger substantial performance of the Project, or
- (2) Any failure to make reasonable progress on the Project, or
- (3) The Federal Government determines that the continuation of the Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project.

b. Financial Implications. The Recipient agrees that:

(1) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled.

(2) The Federal Government may require the Recipient to refund the entire amount of the Federal funds provided for the Project or any lesser amount as the Federal Government may determine, if the Federal Government determines that the Recipient has willfully misused Federal funds by:

- (a) Failing to make adequate progress,
- (b) Failing to make appropriate use of Project property, or
- (c) Failing to comply with the underlying Agreement or this Master Agreement

c. Expiration of Project Time Period. Except in the case of Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute and expiration or termination of the underlying Agreement. *[FTA Master Agreement §11]*

**H. Civil Rights.**

The Recipient understands and agrees that it must comply with all Federal civil rights laws and regulations, and follow Federal directives, except as the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each third party participant will, comply with Federal transit law, specifically 49 U.S.C. § 5332, which prohibits the following:

- (1) Types of Discrimination.
  - (a) Exclusion from participation,
  - (b) Denial of program benefits, or
  - (c) Discrimination, including discrimination in employment or business opportunity,
- (2) Basis for Discrimination:

- (a) Race,
- (b) Color,
- (c) Creed,
- (d) National origin,
- (e) Sex, or
- (f) Age.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each third party participant will, prohibit discrimination on the basis of race, color, or national origin and:

(1) Comply with:

- (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*,
- (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21 and
- (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 12.a, and

(2) Follow FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued, except as FTA determines otherwise in writing.

c. Equal Employment Opportunity.

(1) Federal Requirements and Directives. The Recipient agrees to, and assures that each third party participant will prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e *et seq.*
- (b) Follow and facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 12.a, and,
- (d) Comply with other applicable EEO laws and regulations, as provided in directives, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. Recipient agrees to

(a) Ensure that applicants for employment and employees are treated during employment without discrimination on the basis of their:

- 1 Race,
- 2 Color,
- 3 Creed.

- 4 Sex,
- 5 Disability,
- 6 Age, or
- 7 National origin.

(b) Take affirmative action that includes, but is not limited to:

- 1 Recruitment Advertising,
- 2 Recruitment,
- 3 Employment,
- 4 Rates of pay,
- 5 Other forms of compensation,
- 6 Selection for training, including apprenticeship,
- 7 Upgrading,
- 8 Transfers,
- 9 Demotions,
- 10 Layoffs, and
- 11 Terminations.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the recipient agrees to comply, and assures the compliance of each third party participant, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. parts 60 *et seq.*,

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate, and assures that each third party participant will facilitate, participation by Disadvantaged Business Enterprises (DBEs) in the Project as follows:

(1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [*U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see Fed. Reg. 5083)*], and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 12a.

(2) Assurance. The Recipient assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party agreement supported with Federal funds 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. The Recipient agrees to take all necessary and reasonable steps

provided in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party agreements supported with Federal funds derived from U.S. DOT. If U.S. DOT has approved the Recipient's DBE program, that DBE program is incorporated by reference and made part of the underlying Agreement. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out its DBE program shall be treated as a violation of the underlying Agreement and this Master Agreement. If U.S. DOT finds and notifies the Recipient that it has not implemented its approved DBE program, U.S. DOT may impose sanctions provided by the underlying Agreement 49 C.F.R. Part 26, and in certain cases, seek enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of sex:

- (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*,
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and
- (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 12a.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of age:

- (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination against individuals on the basis of age,
- (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which implements the ADEA,
- (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C.6101 *et seq.*, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
- (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which implements the Age Discrimination Act of 1975, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section 12a.

g. Accessibility. The Recipient agrees to comply with Federal prohibitions against discrimination against elderly individuals with disabilities of:

- (1) The following Federal laws:
  - (a) 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as others to use public transportation, and that special efforts must be made to plan and assure that they do have similar access to public transportation,
  - (b) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

## Exhibit B

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(c) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C.12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;

(d) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;

(e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,

(2) The following Federal regulations:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37,

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27,

(c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38,

(d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35,

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36,

(f) U.S. General Services Administration (U.S.GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19,

(g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630,

(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F,

(i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194,

(j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(3) Other applicable Federal civil rights and nondiscrimination directives.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

(1) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,

## Exhibit B

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(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*, and

(3) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2.

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by:

(1) Facilitating compliance with and following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and

(2) Following U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except as the Federal Government determines otherwise in writing.

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by:

(1) Following and facilitating compliance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, and

(2) Following DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377, April 15, 1997.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with other applicable Federal nondiscrimination laws and regulations, and follow Federal directives prohibiting discrimination, except as the Federal Government determines otherwise in writing. [*FTA Master Agreement §12*]

l. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with the following U.S. domestic preference requirements and follow applicable Federal directives regarding:

a. Fly America. Air transportation requirements of:

(1) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and

(2) U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 - 301-10.143. [*FTA Master Agreement §14(c)*]

J. Procurement.

The Recipient agrees not to use FTA funds for third party procurements unless they comply with Federal requirements. Therefore:

(a) Federal Laws, Regulations, and Guidance. The Recipient agrees

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements.

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(2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 - 19.48 and other applicable Federal regulations that affect its third party procurements as may be later amended,

(3) To follow the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except as FTA determines otherwise in writing, and

(4) That although the FTA "Best Practices Procurement Manual" provides additional third party contracting guidance, the Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time

**(b) Access to Third Party Contract Records.** The Recipient agrees to require, and assures that its subrecipients will require, their third party contractors and subcontractors at each tier to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the State, or their duly authorized representatives, access to all third party contract records (at any tier) as required by 49 U.S.C. § 5325(g), and

(2) Sufficient access to all third party procurement records (at any tier) as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA. *[FTA Master Agreement §15 (a), (t)]*

**K. Patent Rights.**

a. **General.** The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire rights when the Recipient or third party participant produces a patented or patentable:

- (a) Invention,
- (b) Improvement, or
- (c) Discovery

(2) The Federal Government's rights arise when the patent or patentable information is:

- (a) Conceived or
- (b) Reduced to practice under the Project,

(3) When a patent is issued or patented information becomes available as described in the preceding Section 17.a(1) of this Master Agreement, the Recipient agrees to:

- (a) Notify FTA immediately, and
- (b) Provide a detailed report satisfactory to FTA.

b. **Federal Rights.** The Recipient agrees that:

(1) Its rights and responsibilities, and those of each third party participant, in that invention, improvement, or discovery will be determined as provided by Federal laws, regulations, and directives, including any waiver thereof.

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or that of any third party participant as a large business, small business, State Government, State

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## Exhibit B

## Federal Clauses

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instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:

- (a) 35 U.S.C. 200 *et seq.*, and
- (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from Project are program income.
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
  - (a) For compliance with 35 U.S.C. 200 *et. seq.*, which applies to patent rights developed under a federally funded research-type project, and
  - (b) As FTA determines otherwise in writing. [FTA Master Agreement §17]

L. Rights in Data and Copyrights.

a. Definition of "Subject Data". As used in this Section 18 of this Master Agreement "subject data" means recorded information that:

- (1) Copyright. Are copyrighted or not copyrighted,
- (2) Delivery. Are delivered or specified to be delivered under the underlying Agreement, and
- (3) Examples. Include, but are not limited to:
  - (a) Computer software,
  - (b) Standards,
  - (c) Specifications,
  - (d) Engineering drawings and associated lists,
  - (e) Process sheets
  - (f) Manuals,
  - (g) Technical reports,
  - (h) Catalog item identifications, and
  - (i) Related information.
- (4) Exceptions. "Subject data" do not include:
  - (a) Financial reports,
  - (b) Cost analyses, or
  - (c) Other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the underlying Agreement:

- (1) Prohibitions. The Recipient may not:
-

- (a) Publish or reproduce subject data in whole or in part, or in any manner or form, or
- (b) Permit others to do so.

(2) Exceptions. The prohibitions of the preceding Section 18.b (1) of this Master Agreement do not apply:

- (a) to the public, or
- (b) To publications or reproductions for the Recipient's own internal use,
- (c) To an institution of higher learning
- (d) To the portion of data that the Federal Government has previously released or approved for release to the public, or
- (e) To the portion of data that has the Federal Government's prior written consent for release.

c. Federal Rights in Data Copyrights. The Recipient agrees as follows:

(1) License Rights. The Recipient must provide the Federal Government a license to "subject data" that is:

- (a) Royalty-free,
- (b) Non-exclusive, and
- (c) Irrevocable.

(2) Uses. The Federal Government's license must permit it to:

- (a) Reproduce the subject data,
- (b) Publish the subject data,
- (c) Otherwise use the subject data, and
- (d) Permit others to use the subject data for Federal Government purposes.

(3) Federal Government Purposes. As used in this Section 18 of the Master Agreement, "for Federal Government purposes," means that:

- (a) The Federal Government may use its license only for its own direct purposes, and
- (b) The Federal Government may not provide or otherwise extend to other parties, without the copyright owner's consent its license to:

(1) Any subject data developed and funded at any tier through the underlying Agreement, and

(2) Any rights of copyright to which the Recipient or third party participant purchases ownership using Federal funds.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its third party participants.

Therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet.
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- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request.
  - (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its third party participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as FTA determines otherwise in writing.
  - (4) Identification of Information. It must identify clearly any specific confidential, privilege, or proprietary information submitted to FTA.
  - (5) Incomplete Project. If this Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct.
  - (6) Exception. This Section 18.d does not apply to any adaptation of automatic data processing equipment or program that is both:
    - (a) For the Recipient's use and,
    - (b) Acquired with FTA capital program funding.
- e. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:
- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income.
  - (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
    - (a) For compliance with 35 U.S.C. 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and
    - (b) As FTA determines otherwise in writing.
- f. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:
- (1) Violation by Recipient. Except as prohibited or otherwise limited by State law, it will indemnify, save, and hold harmless the Federal Government's officers, employees, and agents acting within the scope of their official duties, against any liability, including costs and expenses,
    - (a) If it willfully or intentionally violates:
      - 1. Any proprietary rights,
      - 2. Copyrights, or
      - 3. Right of privacy,
    - (b) Occurring from any of the following uses of Project data:
      - 1. Publication,
      - 2. Translation,
      - 3. Reproduction,
      - 4. Delivery,
      - 5. Use, or

6. Disposition.

(2) Violation by Federal Officers, Employees or Agents. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding Section 18.f (1) caused by the wrongful acts of Federal; employees or agents.

g. Restrictions on Access. To Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

h. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that it may need to provide data developed without any Federal funding or support to FTA.

(1) Protections. Sections 18.a, 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project.

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding or support from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other Federal regulations requiring access to Project records. [FTA Master Agreement §18]

M. Environmental Protections.

a. Air Quality. The Recipient agrees to, and assures that its third party participants will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal directives, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

(1) Public Transportation Operators. It will comply with:

(a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85;

(b) U.S. EPA regulations "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86, and

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(c) U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600 and any revisions to these regulations.

(2) State Implementation Plans. It will support State Implementation Plans (SIP) by:

(a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,

(b) Assuring that any Project identified as a Transportation Control Measure in its State's SIP will be wholly consistent with the design concept and scope of the Project described in the SIP,

(c) Complying with:

1. Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c),

2. U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A, and

3. Other Federal conformity regulations that may be promulgated at a later date.

(3) Violating Facilities. It will:

(a) comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and

(b) facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

b. Clean Water. The Recipient agrees to, and assures that its third party participants will, comply with the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377, and implementing Federal regulations, as provided in Federal directives, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Recipient agrees that:

(1) Drinking Water. It will protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f - 300j-6.

(2) Violating Facilities. It will.

(a) Comply with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and

(b) Facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note. *[FTA Master Agreement §25(b),(c)]*

N. Energy Conservation.

The Recipient agrees to

a. State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.*, except as the Federal Government determines otherwise in writing.

b. Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C. *[FTA Master Agreement §26]*

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**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned representative of the **Name of Grantee** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Grantee, **Name of Grantee**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Grantee's Authorized Official

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

This Grant Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Grantee is required to verify that none of the Grantee, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Grantee is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Metro**. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to remedies available to **Metro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Grantee agrees to comply with the requirements of 49 CFR 29, Subpart C while this Grant Agreement is valid. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_



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## **Metro representatives**

Metro Council President – Tom Hughes

Metro Councilors

Shirley Craddick, District 1

Carlotta Collette, District 2

Carl Hosticka, District 3

Kathryn Harrington, District 4

Rex Burkholder, District 5

Barbara Roberts, District 6

Auditor – Suzanne Flynn

[www.oregonmetro.gov](http://www.oregonmetro.gov)

## **Metro**

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