

City of Fort Lauderdale - Regional Infrastructure Accelerator Cooperative Agreement

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COOPERATIVE AGREEMENT TERMS AND CONDITIONS

This Cooperative Agreement (“Agreement”) funds and sets out the terms and conditions (“Provisions”) governing a collaborative effort between the Department of Transportation (DOT) and the Recipient.

This is a cost reimbursement Cooperative Agreement. The responsibility for conducting activities under this Agreement lies primarily with the organization named in this Agreement (“Recipient”). DOT, through its designated representatives, shall consult, and coordinate in the conduct of the activities performed during the period of this Agreement. By signing the signature page, the Recipient accepts the terms and conditions, as stated.

APPLICABLE AUTHORITIES

Unless otherwise noted, this Agreement incorporates the provisions from DOT’s Notice of Funding Opportunity (NOFO) to Establish Cooperative Agreements under the Regional Infrastructure Accelerator Program; the Recipient’s federal assistance application submitted in response to the NOFO; the documents submitted to DOT to execute this Agreement.

This Agreement requires the Recipient to comply with the applicable requirements of part 200 of Title II of the Code of Federal Regulations (“2 CFR part 200”) and the DOT’s implementation of those requirements at 2 CFR part 1201.

ADDITIONAL AUTHORITIES

Authorized by Section 1441 of the FAST Act, Public Law 114-94, 129 Stat. 1312, 1435 (Dec 4, 2015).

SUBPART A. GENERAL PROVISIONS

The purpose and scope of this Agreement is to expedite the development and delivery of specific transportation projects within the geographic area of each RIA consistent with the Budget Details of the award and the eligible activities and requirements outlined in the NOFO, as amended by this Agreement. All activities, services, and products completed under this Agreement must align with this general scope and purpose. The Recipient is expected to implement the project via work plans, which require collaboration with and approval by DOT’s Grant Program Manager (“GPM”) and Grant Management Specialist (“GMS”). Approved work plans are incorporated by reference in this Agreement. The award must not be used in the implementation of any other matters not set forth in this Agreement, except as may be reasonably related or incidental to the implementation of the purpose and scope of this Agreement.

Definitions

This Agreement applies and incorporates the same meaning of terms, defined directly, or incorporated by reference, in the NOFO and at 2 CFR 200.1, unless otherwise specified within the applicable and additional authorities (above) or within these Provisions.

Order of Precedence

In the event of an inconsistency in the provision or execution of this Agreement, the following order of precedence applies: (a) applicable Federal laws and regulations, (b) these Provisions, and (c) work plans approved by DOT.

Flow Down Requirement

The Recipient is legally and financially responsible for all aspects of the activities funded under this Agreement, including funds provided to contractors (including consultants) and subrecipients as referenced in 2 CFR 200.332. Further, as required by 2 CFR 200.327, in all applicable contracts, the Recipient must include and require compliance with the provisions at Appendix II of 2 CFR part 200.

Period of Performance

The Period of Performance (POP) for this Agreement is included on the award document signature page. Performance period extensions shall be made consistent with 2 CFR 200.308 and 2 CFR 200.309.

Budget Period

The budget period for the award is 24 months in length beginning on the start date, included on the award document. The Recipient is authorized to expend funds awarded based on DOT approved work plans. Budget period extensions for both the award and the work plans must be made consistent with 2 CFR 200.308.

Cost Sharing or Matching Funds

There is no requirement for cost sharing or matching the federal funds for this program.

Role of the Recipient

The Recipient must:

- (1) Comply with the terms and conditions of this Agreement.
- (2) Collaborate with DOT staff in implementation and monitoring of the project, including Management Plans approved by DOT. Refer to Scope of Work.
- (3) Submit Staffing Table within **30 days** of Period of Performance effective date.
- (4) Submit Project Management Plan within **45 days** of Period of Performance start date.
- (5) Comply with RIA Deliverable Table below:

Deliverable	Approximate Due Date
Kick-off Meeting Conduct a kick-off meeting with USDOT	Within 4 weeks of Period of Performance Start Date
Quarterly Progress Reports & Meeting Submit progress reports to document activities performed, anticipated activities, and any changes to schedule or anticipated issues. Meetings to discuss the report and project status will be coordinated and scheduled by the USDOT's Agreement Officer's Representative (AOR).	Quarterly in accordance with Fiscal Year schedule

<p>A Staffing Table, which identifies a single Project Manager, plus project staff and/or consultants that will lead and support each Task (or Sub-Task if appropriate)</p>	<p>Within 4 weeks of Period of Performance Start Date</p>
<p>Project Management Plan</p> <p>The Recipient shall submit to USDOT’s AOR for approval of a Project Management Plan, which shall include, at a minimum:</p> <ul style="list-style-type: none"> a) A Statement of Work, with a description of Tasks and Sub-Tasks by which the project work activities will be organized, executed, and monitored; b) A Project Schedule (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones; c) A Project Budget, displaying planned expenditures for each Task, with a further breakdown by Cost Element for each Task, and by the federal share vs. non-federal share. d) A description of major Project Milestones, including key Reports, start of operations of important systems or subsystems, and other important deliverables or events; e) A Risk Management Plan, which includes identification and assessment and of all known risks, assignment of risk roles and responsibilities, processes for monitoring and controlling risks, and a risk registry. 	<p>Within 45 days of Period of Performance Start Date</p>
<p>Project Evaluation Plan</p> <p>The Recipient shall submit to USDOT’s AOR for approval an Evaluation Plan, which shall include, at a minimum:</p> <ul style="list-style-type: none"> i. Statement of Project Objectives; ii. List of Evaluation Criteria (e.g., quantitative performance metrics and/or qualitative assessments) tailored to the Project Objectives; iii. Outline of Evaluation Report (1-page, <u>draft</u> list of topics to be addressed). 	<p>Within 90 days of Period of Performance Start Date</p>
<p>Annual Budget Review and Program Plan Reporting</p> <p>Submit the Annual Budget Review and Program Plan Report. The report should describe:</p> <ul style="list-style-type: none"> (1) Overview and schedule of tasks, activities, milestones and deliverables for the upcoming year, to include: <ul style="list-style-type: none"> • the latest deliverables table or project management schedule; and 	<p>60 days prior to anniversary date of Period of Performance start</p>

<ul style="list-style-type: none"> • a discussion of whether the current approved Technical Application attached to the award needs to be updated or not. If an update is warranted, propose the updates. <p>(2) Overview and forecast budget for the upcoming year, including:</p> <ul style="list-style-type: none"> • a discussion of whether the current approved Budget Application attached to the award needs to be updated or not. If an update is warranted, propose the updates. 	
<p>Annual Report</p> <p>Submit a report to the Build America Bureau that describes the findings and effectiveness of the program. The specific format and contents of this report shall be discussed during the kickoff meeting and approved by the AOR.</p>	<p>On the anniversary date of Period of Performance start and annually thereafter</p>

Role of DOT’s Grant Program Director (GPD)

The GPD is the DOT official authorized to execute and/or administer this award. The GPD is identified as the DOT official on the award document. The GPD is responsible for approving awards and amendments that obligate or de-obligate funds, suspending and terminating awards, and performing other responsibilities that are set forth in this Agreement.

Role of DOT’s Grant Program Manager (GPM)

The GPM is responsible for all financial and administrative aspects of the award. The GPM will also have overall responsibility for monitoring the conduct and progress of the project, including conducting site visits, and reviewing financial and performance reports with the assistance of the Grant Technical Monitor (GTM) and other appropriate DOT staff. Further, the GMS will ensure that the award is operated in compliance with this Agreement. Questions concerning the applicability of regulations and policies to this Agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GMS. Required approvals, including work plan approvals, must be provided in writing to the Grant Team to include: GPD, GPM, GMS, & GTM. The GMS will be responsible for communicating the required approvals. Approvals granted by other officials are not binding on the government.

Role of DOT’s Grant Technical Monitor (GTM)

The GTM will assist the GMS with all business management aspects of the award, including monitoring the conduct and progress of the project, and conducting site visits. The GTM will provide substantial input, in both collaboration with the Recipient and DOT subject matter experts, both in the planning and implementation of work plans approved by the Grant Team. The GTM will provide written recommendations to the Grant Team regarding Technical Assistance work plan approval and performance period extensions. Also, the GTM will participate in the acceptance and publication of TA work products and materials, to make them

available to the public.

Role of DOT’s Grant Management Specialist (GMS)

The GMS is responsible for all financial and administrative aspects of the award. The GMS will ensure that the award is operated in compliance with this Agreement and 2 CFR 200. Questions concerning the applicability of regulations and policies to this Agreement, and all requests for required prior approvals, such as requests for permission to expend funds for certain items, should be directed to the GMS.

Degree of DOT Involvement

The DOT anticipates substantial Federal involvement with the Recipient during performance period of this project. The anticipated Federal involvement will include:

- Review of deliverables included in Deliverable Table
- Collecting and reviewing quarterly performance reports and final reports from the recipient
- Convening regular meetings with the Recipient to review project activities, schedule, and progress toward the scope of work
- Identifying relevant federal technical assistance programs with alignment to RIA, assigning federal agency staff to serve as liaisons with RIA Recipients and their stakeholders
- Reviewing and approving changes in key personnel or scope
- Oversight of ongoing compliance with applicable federal regulations
- Budget oversight, including collecting and reviewing and reimbursing monthly invoices for incurred costs and receiving notification when budgets are 50% and 90% expended.

Monitoring and Reporting Requirements

- (1) **Requirements.** This Agreement incorporates the reporting requirements of 2 CFR 200.512 (Report submission), 2 CFR 200.328 (Financial reporting), 2 CFR 200.329 (Monitoring and reporting program performance), and 2 CFR 200.330 (Reporting on real property). Accordingly, the reporting frequencies are identified below. DOT may adjust these frequencies to respond to award management deficiencies or to implement requirements of the applicable authorities. Failure to comply with these reporting requirements is considered a material noncompliance.

Reporting Requirements for Recipients	Frequency
Project Management Reporting <ul style="list-style-type: none"> • Performance (Narrative) Report • Financial Report (SF-425) 	Up to Q, F Q, F
Closeout Reporting <ul style="list-style-type: none"> • Final Performance (Narrative) Report • Final Property Report (SF-428 & SF-428B) 	F F
A – Within a week after the event F – Final; within 120 calendar days after the performance period or termination of this Agreement, whichever is first. Q – Quarterly; within the 30 days following the end of the Federal fiscal year quarters	

Y – Yearly; within 90 calendar days after the end of the annual report period
RA - Within 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period.

(2) **Submission to DOT.** The Recipient must submit reports to both the GPM and GMS, in a manner directed by DOT.

(3) **Restrictions.** Reports submitted in non-DOT systems must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Site Visits and Desk Review

DOT may perform site visits and desk reviews as per 2 CFR 200.329(f), to monitor project progress, and to ensure full accountability for Federal funds and compliance with this Agreement.

Unauthorized Promotion or Endorsement of Goods or Services

While providing technical assistance, the Recipient or any of its personnel will not sell or promote its own or any other products or services. Neither the Recipient nor its personnel must neither imply that DOT endorses any product or service produced by non-DOT funding, nor use the name of DOT or any division of DOT to sell any product or service. For funding jointly administered by DOT and another Federal agency, the Recipient provides the same assurances to both agencies.

Work Products

(1) **Sharing Work Products.** The Recipient agrees to make available to the public the work products produced under this Agreement. Work products will be made publicly available in a manner and location determined by DOT.

(2) **Draft and Final Products.** The GMS and GTM may review and will accept or deny draft and final products. The Recipient must submit to the GMS and the GTM draft and final products developed under this Agreement. DOT will work with the Recipient to determine the manner in which products are submitted for timely review. Deliverables, quotations therefrom, paraphrasing, and disclosures of draft or interim findings must not be published by the Recipient or other participants in the work without DOT approval. In addition, except for open-source code, DOT reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work products, in whole or in part (including creating derivative works), for federal government purposes and to authorize others to do so, subject to the provisions of Chapter 119, Florida Statutes, DOT’s license applies to: (1) the copyright in any work developed under this award, sub-award, or contract awarded under this cooperative agreement; and (2) any rights of copyright to which the Recipient or its personnel, including contractors, purchases ownership with award funds from this Agreement. In addition, DOT may make any work that was developed under this Agreement publicly available by any means without restriction, including on a DOT

website, or social media account, as a hard copy, or in electronic form. DOT also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as DOT resources.

(3) Acknowledgment of Support. Products, including tools, publications, training materials, and online resources (“material”), developed under this Agreement, may include the DOT’s logo, provided the GMS has approved the products and provides written permission to use the DOT logo. In addition, the Recipient must include the following acknowledgment and disclaimer on all products unless another version is authorized:

“This material is based upon work supported, in whole or in part, by Federal award number [insert award number] awarded to [name of Recipient] by the U.S. Department of Transportation.”

The substance and findings of the work are dedicated to the public. Neither the United States Government nor any of its employees make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s), the U.S. Government, or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, DOT or any Federal agency.

News Releases

All press releases or public issuances made during the performance period for this Agreement must be reviewed and approved by DOT before release.

Property Standards

The property standards at 2 CFR 200.310 through 200.316, as modified by 2 CFR 1201.313, apply to this Agreement and set forth the requirements for insurance coverage, real property, equipment, supplies, intangible property, and other property.

Intangible Property

(1) This Agreement incorporates the requirements of 2 CFR 200.315.

(2) DOT will not retain exclusive rights to technical data, software, and analytic code previously developed by the Recipient or its personnel and used in the performance of work supported by this award. Computer software and “open-source” code available to the public prior to the work of this award may remain in the public domain.

Computer Software

(1) Software, especially computer software used for online products, must be commercially available off-the-shelf.

- (2) Requests for exceptions to computer software standards must be submitted in writing to DOT.

Record Retention and Access to Records Monitoring

This Agreement incorporates the requirements at:

- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.

Restrictions on Public Access to Records and Privacy Act

This Agreement incorporates the requirements of 2 CFR 200.338. In the event of improper use or disclosure of protected personally identifiable information, the Recipient agrees to immediately report the incident to the GMS.

Performance Goals and Measurements

To implement 2 CFR 200.301, 2 CFR 200.329, and the applicable authorities, in collaboration with the responsible DOT parties to this Agreement, the Recipient must develop Project Evaluation Plan based on DOT-provided performance measures. The Recipient’s Project Evaluation Plan must track progress and report on the effectiveness of the plan. The Recipient must propose, track and report project accomplishments against the performance measures stated in Project Evaluation Plan.

Deliverable 1	Performance Measures	Due Date
<p>Economic Development</p>	<ul style="list-style-type: none"> • Perform a study on the potential impacts that a bridge or tunnel would have on the local, regional, and state economy. • Identify how recent efforts of the Community Redevelopment Agency (CRA) would be impacted, forecast future impacts on economic growth. • Analyze the impacts of existing businesses along the corridor that each proposed 	<p>16 months from Performance Period Start Date</p>

	alternative may have on access, mobility, and general operating conditions.	
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Deliverable 2	Performance Measures	
Environmental Review	<ul style="list-style-type: none"> • Provide an initial environmental review for New River Crossing alternatives. • Compare New River Crossing alternatives and the associated environmental review process, including permitting, financial considerations, and general timelines. • Prepare the purpose and need statement for the environmental document which would describe why this project is necessary despite its expense and potential environmental impacts. • Incorporate purpose and need into ongoing NEPA study for all alternatives. 	24 months from the Performance Period Start Date

Deliverable 3	Performance Measures	
Equity and Public Benefit Assessment	<ul style="list-style-type: none"> • Review and identify the potential impacts that a New River Crossing alternatives may cause with the lens of anti-displacement, cultural placemaking, job placement, wealth building, and attractiveness of the impacted residents and businesses, depending on selected alternative. • Provide recommendations on how to mitigate anticipated 	20 months from the Performance Period Start Date

	impacts. Identify the costs associated with the mitigation efforts.	
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Deliverable 4	Performance Measures	
Property Impacts	<ul style="list-style-type: none"> • Identify the impacts associated with New River Crossing alternatives to determine the use of public and private property needed to construct New River Crossing alternatives. • Conduct review of existing materials that identify impacted public and private property and the associated cost of mitigation. • the impacts to Right-Of-Way • Determine property impacts during the construction period to include detours, construction site needs, and other property impacts 	14 months from the Performance Period Start Date
Deliverable 5	Performance Measures	
Traffic and Congestion	<ul style="list-style-type: none"> • • Conduct traffic analysis to determine impacts associated with a bridge or tunnel on surrounding transportation network • Identify current and future mobility options and impacts on connectivity that a bridge or tunnel may create. • Recommend infrastructure improvements to mitigate the 	24 months from the Performance Period Start Date

	associated impacts of a bridge or tunnel	
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SUBPART B. FINANCIAL PROVISIONS

Basic Considerations

This Agreement, including the work plans, incorporates the basic cost principles of 2 CFR part 200:

- 200.402 Composition of costs.
- 200.403 Factors affecting allowability of costs.
- 200.404 Reasonable costs.
- 200.405 Allocable costs.
- 200.406 Applicable credits.
- 200.407 Prior written approval (prior approval).
- 200.408 Limitation on allowance of costs.
- 200.409 Special considerations.
- 200.410 Collection of unallowable costs.
- 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

Failure to provide adequate supporting documentation may result in a determination by DOT that those costs are unallowable.

Labor Rates

This Agreement incorporates the labor rate submitted in the recipient's cost estimate. These rates are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs charged to this award require DOT approval, unless otherwise authorized by the GMS.

Indirect Costs

- (1) This Agreement incorporates the requirements of 2 CFR 200.414 and the NOFO.
- (2) If indirect costs are included in the budget, the applicant must include documentation to support the indirect cost rate it is using. The Recipient is only entitled to reimbursement of indirect costs. The Recipient may use a current Federally approved and negotiated indirect cost rate agreement with DOT concurrence. If the recipient does not have a negotiated indirect cost rate agreement, it must submit its first indirect cost rate proposal to its cognizant federal agency for review and approval. The Recipient may elect to use, if eligible, the 10 percent de minimis rate per 2 CFR 200.414(f).

- (3) If the Recipient is seeking reimbursement of indirect costs, the Recipient is responsible for maintaining an approved rate for the life of the award. The Recipient is required to reconcile the difference between its provisional indirect cost rate and final rate for the same year. The Recipient is not entitled to more than the unspent award amount, for underpayments.
- (4) To implement 2 CFR 200.414(h), OMB Memorandum M-21-03 directs the Recipient's cognizant agency to submit to USASpending.gov its federally negotiated indirect rate, distribution base, and rate. DOT may require the Recipient to confirm compliance.

Pre-Award Costs

The Recipient will incur pre-award costs at its own risk, after the date of the DOT selection announcement and prior to the start date of the award performance period. The incurrence of pre-award costs in anticipation of an award imposes no obligation on DOT either to make the award or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

Program Income

Pursuant to 2 CFR 200.307(e)(2), any program income earned during the award period, as a result of award activities, must be added to the funds committed to the award and used to further eligible activities supported by this Agreement. Program income earned after the award must be returned to the Federal government. Before using program income, any affected work plan shall be revised and approved by DOT to include the use of program income.

Profit or Fee

No increment (fee or profit) above cost may be paid to the Recipient or subrecipient under this award, except as otherwise expressly provided by law. The term "subrecipient" does not include the Recipient's procurement of goods and services, such as maintenance contracts for equipment or facilities, contracts for communication services, etc.

Federal Payment

(1) **Payment Method.** Payment by reimbursement is the only payment method under this Agreement. This Agreement incorporates the payment requirements of 2 CFR 200.305. The Debt Collection Improvement Act of 1996 requires payment be made by electronic funds transfer. Electronic transfer shall be made from DOT's Delphi system to the Recipient's bank account on file with DOT. DOT will reimburse labor and direct costs incurred by the recipient, including subcontractor. See attachment 4 for billing requirements.

(2) **Labor and Direct Costs.** DOT will reimburse labor and direct costs incurred by the recipient, including subcontractor. Capacity Builders should maintain a system for recording all project costs. Invoices may be transmitted to DOT monthly.

(3) **Reimbursement Limitation.** DOT financial obligations to the Recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the Recipient incurs costs in anticipation of receiving additional funds from DOT, it does so at its own risk.

(4) **Timing of Submittals.** Invoices should be transmitted to DOT monthly with a completed SF270, all corresponding invoices, and timesheets.

(5) **Payment approval.** Consistent with 2 CFR 200.305(b)(3), DOT will determine approval of payment requests submitted through Delphi as soon as practical, but not later than 30 days after the Recipient's request is received, unless the billing is improper, or an extenuating circumstance requires additional DOT time to approve a payment request.

(6) **Unauthorized Drawdown of Federal Funds.** The Recipient must immediately refund DOT any amounts drawn down in excess of the authorized amounts. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOT interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable. The GPD, in collaboration with the Technical Assistance Division, will determine the appropriate refund method.

Financial Management and Internal Controls

This Agreement incorporates the financial management systems requirements in 2 CFR 200.302, and internal controls set forth in 2 CFR 200.303.

Audit

(1) **Single or Program-Specific Audits.** This Agreement incorporates the audit requirements of 2 CFR 200.501, 2 CFR 200.514 and 2 CFR 200.507.

DOT may require the Recipient to complete a Program-Specific Audit in accordance with 2 CFR 200.507. Audits must be guided by Appendix XI of 2 CFR part 200.

(2) **Financial Statement Audit Required.** DOT may require the Recipient to have an annual financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

(3) Audits must be submitted in a manner either described at 2 CFR 200 Subpart F or reference in this Agreement, within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. This requirement applies to all Recipients, including commercial and not-for-profit organizations.

(4) Failure to comply with these audit requirements is considered material noncompliance.

(5) DOT will reimburse the Recipient for eligible costs associated with audits allowed by this Agreement as indicated within the Recipient's award budget.

Transportation and Travel

This Agreement incorporates the requirements of 2 CFR 200.475. All travel activities require prior approval from the GPM, as per 2 CFR 200.407.

SUBPART C. MISCELLANEOUS PROVISIONS

Administrative, National and Department Policy Requirements

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will certify that it will comply with the assurances listed in Attachment 5 of this agreement. The Recipient must sign each of the assurances located in Attachment 5. The assurances attached cover the following:

- Certification regarding debarment, suspension, and other responsibility matters
- Requirements regarding delinquent tax liability or a felony conviction under any federal law
- Recipient policy to ban text messaging while driving - DOT Order 3902.10
- Certification regarding drug-free work-place requirements
- Compliance with the Trafficking Victims Protection Act (TVPA) of 2000 and implementing regulations in 2 CFR 175
- Lobbying and 49 CFR 20

Prior Written Approvals

The Agreement incorporates and applies the prior approval requirements of 2 CFR 200.407 to the entire project, including changes to the award and the associated work plans. The Recipient must comply with 2 CFR 200.407 before incurring certain costs under the award, including costs incurred pursuant to a work plan.

Key Personnel

Definition. “Personnel” means employees of the Recipient, or any contractor(s), or team members, and consultants engaged by any of those entities.

The key personnel specified in the Recipient’s application or on the Program Management Plan are considered essential to the work being performed under this Agreement. Any change to the key personnel assigned to a work plan or included in the Recipient’s application is considered a revision of program plans and requires compliance with 2 CFR 200.407 and advance written notice to and approval by the GPM. The notice must include a revised Program Management Plan or revised application along with a justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the award or work plan.

Procurement

The Recipient’s process for acquiring goods and services under this award must comply with 2 CFR 200.317 through 200.326, as modified by 2 CFR 1201.317. All agreements executed by the Recipient must comply with this Agreement, as applicable, and include the contract provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract. The recipient will need to submit specific procurement documents for review prior to the entering into agreements with contractors and consultants. The documents include but are not limited to solicitations, specifications, contract agreements and any other document requested by DOT.

Subawards

The use of sub-awards is subject to the specific written, prior approval of DOT. Any subaward made by a Recipient must comply with the requirements in 2 CFR 200.331- 200.333. When making subawards, the Recipient must comply with the reporting requirements of 2 CFR 170. This requirement provides guidelines for reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006.

In-Person Conferences, Trainings, and Other Events

This Agreement incorporates the requirements of 2 CFR 200.432, including the regulations referenced in the same section, and the related DOT standards. GMS will work directly with the Recipient to obtain information for DOT's internal conference or other events funding package materials and route the package through DOT for final approval.

System of Award Management and Unique Entity Identifier Requirements

This Agreement incorporates the requirements of 2 CFR part 25, including Appendix A to part 25, which includes the requirement for the Recipient to maintain an active registration in the System of Award Management (www.sam.gov). An active SAM registration with the unique entity identifier (**UEI**) is required until the Recipient submits its final financial report or receives the final payment under this Agreement, whichever is later. The Recipient may not make a subaward to any entity that has not provided its unique entity identifier number.

Remedies for Noncompliance

This Agreement incorporates the remedies for noncompliance included at:

- 200.339 Remedies for noncompliance.
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings and appeals.
- 200.343 Effects of suspension and termination.

Objections, Hearings and Appeals

The Recipient may object to any remedy for noncompliance as outlined in 2 CFR 200.342, the Recipient may submit written objections or appeals to DOT via email, within 60 days of an initial DOT decision. A decision from the GPD or the appropriate DOT senior executive official shall be the final decision of DOT.

Suspension of Agreement

DOT may suspend this Cooperative Agreement by giving written notice of this suspension to the City of Fort Lauderdale, instructing the Recipient not to incur additional obligations, or disburse funds, pending the Recipient's action to correct violations of the terms and conditions of this Cooperative Agreement.

Failure by the City of Fort Lauderdale to take the corrective actions specified in the Notice of Suspension within thirty (30) days of receipt of said notice may result in termination of this Cooperative Agreement.

Termination of Agreement

The provisions for termination of this agreement are outlined in 2 CFR 200.340. DOT may terminate this agreement if the Recipient fails to comply with the terms and conditions of this agreement. DOT may also terminate this agreement if the agreement no longer effectuates the program goals or agency priorities. The Recipient may terminate this agreement upon sending to DOT written notification setting forth the reasons for such termination.

Termination/Expiration of Agreement Procedures

DOT may provide additional time and/or resources to closeout upon expiration or termination of this Cooperative Agreement. The Recipient must provide DOT a written report detailing all open business within five (5) days of expiration or termination of this Cooperative Agreement.

Non-Discrimination

The Recipient hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which The Recipient receives Federal financial assistance.

The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement and are located in Attachment 6. The assurances in Attachment 5 must be executed and signed by the recipient with a separate signature in addition to the recipient's signature for this agreement.

Closeout

This Agreement incorporates the requirements of 2 CFR 200.344. DOT will initiate the administrative closeout of the cooperative agreement after receiving evidence that all technical work and administrative requirements have been completed. The Recipient shall furnish all required documents in support of the closeout of the cooperative agreement within the timeframes requested by the Government. The anticipated timeframe to complete administrative closeout of the cooperative agreement will not exceed six (6) months.

After-the-Award Requirements

This Agreement incorporates the requirements of 2 CFR 200.345 and 2 CFR 200.346 for post-closeout adjustments and the collection of amounts due.

ENTIRE AGREEMENT

This document embodies the entire Agreement between The City of Fort Lauderdale and the DOT. This Cooperative Agreement may be amended, altered, or any of its provisions waived only in writing and signed by both parties.

PARTIES EXECUTING THIS COOPERATIVE AGREEMENT

Effective Date: Beginning date of period of performance

Award and Obligation Amount: \$974,000

Period of Performance: 24 months from start date

This Cooperative Agreement is entered on this day _____ of _____ by the United States Department of Transportation, Build America Bureau, District of Columbia and the City of Fort Lauderdale, Florida.

By: _____
Morteza Farajian, Executive Director
Build America Bureau
U.S. Department of Transportation

ATTEST:

David R. Soloman, City Clerk

City of Fort Lauderdale

By: _____
Greg Chavarria, City Manager

Date Signed: _____

Approved as to Form and
Correctness:

Thomas J. Ansbro, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

ATTACHMENT 1. U.S DEPARTMENT OF TRANSPORTATION AND CITY OF FORT LAUDERDALE, FLORIDA CONTACT INFORMATION

All responses to provisions of this Agreement, which require communication with DOT, should be sent using the contact information below.

E-mail: carl.ringgold@dot.gov

For regular and overnight delivery:

Carl Ringgold
Regional Infrastructure Accelerator
Program Manager
Build America Bureau
Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

All responses to provisions of this Agreement, which require communication with the City of Fort Lauderdale, should be sent using the contact information below.

E-mail: BRogers@fortlauderdale.gov
GChavarria@fortlauderdale.gov

For regular and overnight delivery:

Ben Rogers
City of Fort Lauderdale, Florida
Director of Transportation and Mobility
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

With copy to:

Greg Chavarria
City Manager
City of Fort Lauderdale, Florida
100 North Andrews Avenue

Fort Lauderdale, FL 33301 ATTACHMENT 2. RECORD RETENTION

Financial Records
Financial Status
Reports
Final Financial Status Report
Requests for Reimbursements

Copies of Audits (federal and private) Copies of Audit Responses
Copies of all tax reports filled with the IRS, state, and local governments

Deposits and Receipts

Monthly Bank Statements and Reconciliations
Written Procedures for Spending Funds

All Contracts:

- Contracts with Other Groups Consultant
- Contracts Insurance Policies
- Service/Maintenance Contracts
- Sole Source Contract Justifications
- Construction Contracts
- Bid Documents
- Performance Bonds
- Indirect Cost Documentation

Chart of Accounts

Ledgers

Cash Disbursement Journals

Payroll Register for Each

Employee

Supporting Documentation for All

- Expenditures: Purchase Orders
- Voucher

s

- Receipts

- Petty Cash Vouchers

- Deposit Receipt for Petty Cash Reconciliation

- Travel Reimbursement (with receipts where applicable) Time and Attendance Records

- Price Quotations

Equipment Inventory Listing

Project Records

Approved Project

Management Plans

Approved Budget Narratives

Grant Award Notice

Special Conditions

Program Modification Requests

Budget Modification Requests

Award Adjustment Notices

Copies of Required Quarterly Reports (Narrative and

Financial) Copy of Close-out Documents (Narrative and
Financial)

Pertinent Correspondence Related to This Award (incoming and outgoing)

Lists of Work Force/Advisory/Community Organization Meetings Related to the Performance of
Work under the Award

Evaluations Conducted as Required by the

Award Letters of Appreciation

Personnel

 Folders:

 Resumes

Letters of Employment

 Documentation of Pay Raises

Nondisclosure Agreement(s)

ATTACHMENT 3. BILLING REQUIREMENTS

Not more than ninety (90) days following service delivery related to each DOT-approved work plans, the Recipient of this Agreement is required to submit payment requests for allowable costs incurred.

Payment requested must be submitted to DOT at a frequency that is not less than once every Federal fiscal year quarter. Payment requests that are not submitted timely must include a justification for the delayed submission. Payment requests for actual costs incurred must comply with the allowable cost standards of this Agreement.

All payment requests from the Recipient must be submitted to DOT and approved by DOT using the Delphi eInvoicing system.

(1) Documentation submitted with payment requests. The following documentation must accompany any requests for payment of eligible technical assistance services provided:

- (a) The voucher number, cooperative agreement award number, funding source, and work plan number or name. A single voucher must include costs for work plans under the same award; a voucher must not include work plans associated with different awards.
- (b) Total amount of the payment request for the voucher, the bill period, and amount by work plan.
- (c) The following certification statement: “I certify that the data contained in this document, as well as any information provided in the accompanying voucher, are true, correct, actual, and that all outlays were made in accordance with the cooperative agreement conditions and applicable Regulations. I also certify that all contractors and/or consultants have certified to the same certification statements, and the certifications on file for future inspection and audit.”

(d) Program-specific documentation of actual costs, including reports from the Recipient’s financial management system, which must be supported by the documents in the Recipient’s program files. Unless exempted by 2 CFR, the Recipient must generate reports from its financial management system supporting and documenting salaries, wages, travel, and all other payments for each employee, contractor personnel, and consultant that conducted work under the subject voucher. The report(s) supporting payment requests must include:

- i. The cooperative agreement award number, funding source, and work plan number or name.
- ii. Dates of the activities/actual costs by work plan.
- iii. The name and position/title of each employee, contractor personnel, and consultant by work plan; dates with applicable hours worked; the compensation rate attributable to the employee, contractor personnel and consultant; and travel costs by each employee, contractor personnel, and consultant. **Do not** include individuals, such as senior management or other staff, whose costs are included in the indirect cost rate calculation.
- iv. Actual activity does not estimate of activity, of each employee, contractor personnel and consultant.

- v. The federally approved indirect cost rate used, and the total indirect costs.
- vi. If applicable, the approved G&A rate used, and the total G&A rate costs.
- vii. A cumulative amount of funds expended by work plan and by the award.
- viii. A cover page with the voucher number, cooperative agreement award number, funding source, current and historic cumulative totals by work plan number and by award.

(2) File documentation. In addition to the applicable record retention items included in Attachment 3 or elsewhere in this Agreement, the Recipient must maintain, at a minimum, the following documentation in its files and the documentation must be available for DOT review during an on-site monitoring visit, for submission when the Grants Team or GPD request particular documentation for remote monitoring purposes, and for submission when the GMS, GTM or GPD request particular documentation to assess payment requests from the Recipient:

(a) Documentation to support salary costs, such as timesheets signed by the responsible supervisory official having knowledge of the activities performed by the employee and by the employee, or an electronic equivalent. In signing, the supervisor and employee will verify that the technical assistance activities were performed and that the report is true and accurate.

(b) For direct costs, invoices/receipts to support the charge for the costs and a certification for these costs. Documentation or an electronic equivalent signed by the employee who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(c) Copies of invoices submitted by the contractor/consultant along with the contract. The invoices should include the dates of services, the hours worked attributable to the services, the rate of compensation, the nature of the services provided, an itemized list of other costs, if any, the office for which the services were performed, and the total billed amount.

(d) For contractor costs, a certification signed by the contractor who incurred the costs indicating the expense was incurred pursuant to the subject technical assistance activities.

(e) Employees' and contractors' work products and related documents, such as trip reports, minutes/notes of meetings, and collateral reports.

- Delphi invoicing System for DOT Financial Assistance Awardees: Subject to the requirements in 2 CFR 200, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi invoicing System.

The following are the procedures for accessing and utilizing the Delphi invoicing System:

I. Recipient Requirements

- a. Recipients (organization participating in Cooperative Agreement) must have internet access to register and submit payment requests through the Delphi invoicing system.
- b. Recipients must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.
- c. Recipients must submit at a minimum the required forms (SF270) and supporting documentation (receipts, itineraries, travel documentation, and event agendas) and obtain approval by the GMS prior to uploading invoices into the Delphi system for payment.
- d. All invoices must be uploaded into the Delphi system electronically by the 10th of each month if the Recipient would like to be reimbursed within the same month.

- e. All eligible expenses must be submitted to DOT within 60-days of being incurred to receive reimbursement, unless otherwise authorized by DOT. Failure to submit eligible expenses for reimbursement within 60-days may result in the disapproval of the expense reimbursement request.
- a. All invoices that have been submitted, approved, and paid will not be adjusted or recalculated by DOT staff to reimburse for miscalculated rates provided by The City of Fort Lauderdale.
- g. It is the responsibility of the Recipient to provide, calculate and invoice correctly for all internal staff salaries. Changes or adjustments will not be made once final invoices have been submitted by the recipient and paid by DOT.
- h. The Recipient shall follow the invoice/payment process for the close out of the cooperative agreement with DOT.
- i. The Recipient shall not submit request for payment for any costs accrued outside the agreement timeframe of Period of Performance.

II. System User Requirements

- a. DOT will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then invite the Recipient to sign up for the system.
- b. DOT will send the Recipient a form to verify the Recipient's identity. The Recipient must complete the form and present it to a Notary Public for verification.
- c. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- III. The DOT will validate the form and email a user ID and password to the Recipient. Recipients should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

ATTACHMENT 4. U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES

Attachment 4.1 CERTIFICATION REGARDING DEBARMENT SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental

entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this ASSURANCE, the Recipient agrees to comply with 2 C.F.R. Parts 180 and 1200 and the requirements listed above.

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

Attachment 4.2
REQUIREMENTS REGARDING
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and decided that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

By signing this ASSURANCE, the Recipient also agrees to comply with USDOT Order 4200.6, and the requirements listed above.

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

Attachment 4.3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of Attachment 5.3, “Motor Vehicles” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of Attachment 5.3, “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 5.3, “Text messaging” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 5.3, the “Government” includes the United States Government and State, local, and tribal governments at all levels.

(b) Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) Subawards and Contracts. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

City of Fort Lauderdale

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

Attachment 4.4

CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

1. The Recipient named in this agreement certifies that it will establish and continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about--
 1. The dangers of drug abuse in the workplace;
 2. The Applicant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will--
 1. Abide by the terms of the statement; and,
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction, Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

Attachment 4.5
TRAFFICKING IN PERSONS

2 C.F.R. PART 175

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term;
or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. "Recipient" and "subrecipient" include for-profit entities for the purpose of Attachment 5.5 only.

By signing this ASSURANCE, the Recipient certifies that it has read and understands the provisions listed above.

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

Attachment 4.6

LOBBYING

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

ATTACHMENT 5. NON-DISCRIMINATION ASSURANCES

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and applying and by entering into this agreement under the FY 2022 Thriving communities Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Build America Bureau, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the Build America Bureau.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 Thriving Communities program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 Thriving Communities Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such

program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 Thriving Communities program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 Thriving Communities program.

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria, City Manager

Date Signed: _____

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Build America Bureau), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

