

1
2 **REIMBURSEMENT AGREEMENT NO. GCB 1934**
3 **RE: CERTAIN PRE-CONSTRUCTION WORK FOR**
4 **NEW PASSENGER-ONLY FERRY TERMINAL AT**
5 **SEATTLE MULTIMODAL TERMINAL**
6
7

8 This Reimbursement Agreement (“Agreement”) is made and entered into this ____ day
9 of _____, 2014 (the “effective date”) between the WASHINGTON STATE
10 DEPARTMENT OF TRANSPORTATION FERRIES DIVISION, operating as Washington
11 State Ferries (“WSF”) and the KING COUNTY FERRY DISTRICT, a municipal corporation of
12 the state of Washington (“District”), (each a “Party” and collectively the “Parties”).
13

14 **Recitals**
15

- 16 1. WSF owns the ferry terminals at Piers 50 and 52 in Seattle, Washington.
17
18 2. The District is currently operating water taxi and passenger-only ferry service from Pier
19 50 to Vashon Island and West Seattle pursuant to Terminal License Agreement No. GCA
20 6750, dated August 18, 2011, between the Parties.
21
22 3. Providing water taxi and passenger-only ferry service provides a significant public
23 benefit.
24
25 4. WSF plans to remodel Pier 52, to include space for relocation of passenger-only ferry
26 operations from Pier 50 to the south side of Pier 52.
27
28 5. Pre-construction work, including design and permitting work, is underway as part of
29 WSF’s plan to remodel Pier 52.
30
31 6. Pursuant to Laws of Washington 2012, Chapter 86, Section 308(13), WSF must not
32 preclude passenger-only ferry service providers as part of the remodel of Pier 52.
33
34 7. Since September 2012, WSF has expended funds and spent resources to include facilities
35 for passenger-only ferry service in the remodel of Pier 52, which expenditures benefit the
36 District by ensuring that POF facilities are integrated into WSF’s remodel of Pier 52.

- 1
- 2 8. The District, was awarded Federal Transit Administration (“FTA”) grant WA-90-X526
- 3 (CFDA number 20.507) to fund in part the pre-construction work that is the subject of
- 4 this Agreement. The District intends to be reimbursed from this FTA grant to pay the
- 5 amount under this Agreement.
- 6
- 7 9. The purpose of this Agreement is to set forth the terms and conditions under which the
- 8 District will reimburse WSF for certain direct costs expended through July 7, 2014 for
- 9 the benefit of the District as part of the remodel of Pier 52, and to release the District
- 10 from any further liability or obligation for POF-related pre-construction costs (e.g.,
- 11 design and permitting costs) incurred by WSF up to and including July 7, 2014 in
- 12 connection with the project to remodel Pier 52.
- 13
- 14

15 Agreement

16

17 In consideration of the mutual covenants and agreements contained herein, the Parties agree as

18 follows:

19

- 20 1. The District shall reimburse WSF for POF-related pre-construction work conducted by
- 21 WSF through July 7, 2014 for the remodel of Pier 52 in the amount of \$198,977.00.
- 22
- 23 2. The District shall pay WSF the full amount due within sixty (60) days after the effective
- 24 date of this Agreement. This amount includes work, all of which provide a benefit to the
- 25 District, as follows:
- 26
- 27

Coordination and assistance by WSF staff	\$31,902
CH2MHill/NBBJ subtask 11	\$79,519
FSI	\$1,500
Discipline studies	\$12,268
Hydraulics report	\$3,584
Geotechnical	\$21,456
NEPA review	\$39,031
ESA compliance	\$3,791
Section 106	\$5,926

compliance	
Total:	\$198,977

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3. WSF shall not seek any additional reimbursement from the District for POF-related costs and indirect (overhead) costs incurred by WSF before July 7, 2014 and in connection with the Pier 52 remodel.
4. Unless otherwise agreed to in writing, from and after the date of this Agreement the District and its successors and assigns shall have no additional responsibility or liability for any costs, amounts or resources WSF may have incurred or expended on the Pier 52 remodel through July 7, 2014. WSF waives and releases the District and its successors and assigns from any and all liability, claims, or causes of action arising out of or relating to such costs, amounts, and resources.
5. No assumptions as to either Party's liability or obligation for POF-related costs arising out of or pertaining to the Pier 52 remodel shall be made by reason of the reimbursement terms agreed to by the Parties in this Agreement.
6. Following reimbursement by the District pursuant to this Agreement, WSF will continue to provide the District, its contractors, successors, and assigns with reasonable access to all documents and deliverables pertaining to WSF's POF-related pre-construction work conducted through July 7, 2014 and related to the remodel of Pier 52.
7. Persons executing this Agreement on behalf of their Party have full and approved authority to fully and completely bind their respective Party and their Party's officers, directors, successors, assigns, and employees to this Agreement for all purposes.
8. Neither Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party; provided, the Parties contemplate that King County may assume the District's rights and duties under this Agreement pursuant to RCW Chapter 36.150, and WSF consents to any such assumption of the District's rights and obligations under this Agreement by King County, including but not limited to the right to enforce WSF's waiver of claims in Section 3 of this Agreement.

- 1 9. Subject to the Parties' reserved assignment rights under Section 7, this Agreement creates
2 no right, privilege, duty, obligation or cause of action in any person or entity not a party
3 to it.
4
- 5 10. This Agreement shall be governed by, and construed and enforced in accordance with the
6 laws of the state of Washington without reference to its choice of law rules or conflicts of
7 law provisions. Any legal action to enforce or resulting from this Agreement shall be
8 brought in the Superior Court of King County, Washington.
9
- 10 11. This Agreement may be executed in multiple counterparts, all of which together shall be
11 regarded for all purposes as one original.
12
- 13 12. **Exhibit A** attached hereto and incorporated herein (together with its Attachment) is
14 another section of this Agreement. WSF shall comply with the terms and conditions of
15 **Exhibit A** in performing the POF-related pre-construction work that is reimbursed by the
16 District pursuant to this Agreement.
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IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

By: _____
Lynn Griffith
Assistant Secretary
For Washington State Ferries

Date: _____

KING COUNTY FERRY DISTRICT

BY: _____
Joe McDermott
King County Ferry District Board Chairperson

Date: _____

Approved for WSDOT Ferries Division:

By: _____
Timothy P. McGuigan
Director of Contracts & Legal Services

Date: _____

EXHIBIT A

SECTION 12 OF AGREEMENT--FEDERAL REQUIREMENTS LANGUAGE

A. This Agreement is subject to a financial assistance agreement between King County, as service provider to the District, and the FTA. WSF shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, item no. 6 of which is attached hereto and incorporated herein by this reference:

1. 49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The text is available at: <http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&SID=08e9c1f803e98a578e0f3d2714277ff4&rgn=div5&view=text&node=49:1.0.1.1.12&idno=49>
2. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments. The text is available at: <http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&SID=08e9c1f803e98a578e0f3d2714277ff4&rgn=div5&view=text&node=2:1.1.2.10.6&idno=2>
3. The requirements and obligations imposed on a "Recipient" under the applicable provisions of the FTA Master Agreement. The text is available at: <http://www.fta.dot.gov/documents/20-Master.pdf>
4. The requirements of FTA Circular 5010.1D Project Administration and Management. The text is available at: http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf
5. If WSF contracts with a third party to provide all or a portion of the services described in this Agreement, then WSF shall comply with FTA Circular 4220.1F. The text is available at: http://www.fta.dot.gov/documents/C_4220_1F.pdf
6. WSF FTA Articles for Professional Services Contracts. The text is attached as AttachmentA.

The District and WSF acknowledge that they understand and are familiar with the FTA Master Agreement, FTA Circular 5010.1D Project Administration and Management, and FTA Circular 4220.1F identified in item nos. 3 through 5 above.

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. WSF agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. WSF shall not perform any act, fail to perform any act, or refuse to comply with any requests by the District which would cause King County or the District to be in violation of any federal

1 law or FTA requirement. WSF's failure to so comply with this Section shall constitute a material
2 breach of this Agreement.

3
4 D. The District and WSF acknowledge and agree that, notwithstanding any concurrence by the
5 Federal Government in or approval of the solicitation or award of this Agreement, absent the
6 express written consent by the Federal Government, the Federal Government is not a party to this
7 Agreement and shall not be subject to any obligations or liabilities to King County, the District,
8 WSF, or any other party (whether or not a party to this Agreement or any Agreement awarded
9 pursuant thereto) pertaining to any matter resulting from this Agreement.

10
11 E. WSF agrees to extend application of the federal requirements to its subrecipients or
12 contractors, and their respective subcontractors, by including this Section and the related exhibits
13 in each contract and subcontract WSF awards under this Agreement financed in whole or in part
14 with Federal assistance provided by FTA. It is further agreed that this Section shall not be
15 modified, except to change the names of the parties to reflect the subrecipient or contractor
16 which will be subject to its provisions.

17
18 F. WSF acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as
19 amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies,"
20 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon
21 execution of this Agreement, WSF certifies or affirms the truthfulness and accuracy of any
22 statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement
23 or the FTA-assisted project for which this work is being performed. In addition to other
24 penalties that may be applicable, WSF further acknowledges that if it makes, or causes to be
25 made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal
26 Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act
27 of 1986 on WSF to the extent the Federal Government deems appropriate.

28
29 1. WSF also acknowledges that if it makes, or causes to be made, a false, fictitious, or
30 fraudulent claim, statement, submission, or certification to the Federal Government under
31 a contract connected with a project that is financed in whole or in part with Federal
32 assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the
33 Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C.
34 5307(n)(1) on WSF, to the extent the Federal Government deems appropriate.

35
36 2. WSF agrees to include the above two clauses in each contract and subcontract it awards
37 under this Agreement financed in whole or in part with Federal assistance provided by
38 FTA. It is further agreed that the clauses shall not be modified, except to identify the
39 contractor or subcontractor who will be subject to the provisions.

40
41 G. Certification Regarding Debarment, Suspension and Other Responsibility Matters

42 This Agreement is a covered transaction for purposes of 2 CFR part 1200. As such, WSF is
43 required to verify that none of WSF, its principals, as defined at 49 CFR 29.995, or affiliates, as
44 defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
45 WSF is required to comply with 2 CFR 1200, Subpart C and must include the requirement to

1 comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into. By
2 signing and submitting this Agreement, WSF certifies as follows:

3 The certification in this clause is a material representation of fact relied upon by the
4 District. If it is later determined that WSF knowingly rendered an erroneous certification,
5 in addition to remedies available to King County or the District, the Federal Government
6 may pursue available remedies, including but not limited to suspension and/or debarment.
7 WSF agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer
8 is valid and throughout the period of any work or services that may arise from this
9 Agreement. WSF further agrees to include a provision requiring such compliance in its
10 lower tier covered transactions.

11
12 H. As a sub-recipient receiving \$25,000 or more of pass-through Federal Transit
13 Administration funds, WSF must comply with the reporting requirements of The Federal
14 Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282., as
15 amended by section 6202(a) of P.L. 110-252). The FFATA prescribes specific data to be
16 reported and the District hereby agrees to report sub-award data into the
17 website www.USASpending.gov via www.frs.gov. WSF agrees to provide the District with the
18 information required in this Section within 30 calendar days from the execution date of this
19 Agreement:
20

21 I. WSF agrees to provide the District with its Federal Central Contractor Registration number
22 within 30 calendar days of the execution of this Agreement. If it has not already registered, WSF
23 agrees to register with the Federal Central Contractor Registration
24 at <https://www.sam.gov/portal/public/SAM/> (formerly www.CCR.gov) and provide the District
25 with the registration number within 30 calendar days from the execution date of this Agreement.
26 *Exceptions may be made on a case-by-case basis upon approval by the District.*
27

28 J. WSF agrees to provide the District with a copy of its Title VI implementation plan in
29 accordance with FTA Circular 4702.1B, Chapter III, Section 11. If WSF does not have a Title
30 VI plan, the District and WSF agree to work together to sufficiently document WSF's adoption
31 of the District's Title VI plan, or in the alternative, WSF's implementation of its own Title VI
32 plan.
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ATTACHMENT A TO EXHIBIT A

(copy attached)

FEDERAL TRANSIT ADMINISTRATION

ARTICLES FOR PROFESSIONAL SERVICES CONTRACTS

FEDERAL TRANSIT ADMINISTRATION
ARTICLES FOR PROFESSIONAL SERVICES CONTRACTS

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FEDERAL TRANSIT ADMINISTRATION ARTICLES
FOR PROFESSIONAL SERVICES CONTRACTS

I.

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America

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

3. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

II.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR Part 180

2 CFR Part 1200

2 CFR Parts 180 and 1200 prohibit FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$25,000 with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them. Contractors are also required to confirm whether a prospective lower-tier participant is debarred or suspended.

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$25,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both Contractors and subcontractors and contracts and subcontracts over \$25,000.

Debarment and Suspension

This Contract is subject to the Federal Transit Administration's (FTA's) debarment and suspension requirements in 2 CFR Parts 180 and 1200. The Contractor agrees to abide by the following certifications submitted with its bid/proposal: "Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters"; "Certification of Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"; and corresponding certifications for subcontractors. The Contractor also agrees to (i) confirm whether a prospective participant in a lower tier covered transaction is debarred or suspended by checking the exclusion records maintained by the U.S. General Service Administration at <https://www.sam.gov/portal/public/SAM/>; and (ii) pass on the same requirement to prospective lower tier participants.

III. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

The Lobbying requirements apply to PROFESSIONAL SERVICES /Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, § 7.

The Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Lobbying Certification and Disclosure of Lobbying Activities for third party Contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d) - Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. - Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Lobbying

This Contract is subject to the Federal Transit Administration's (FTA's) Lobbying requirements in 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20. The Contractor agrees to abide by its "Certification Regarding Lobbying" submitted with its bid/proposal.

IV.
ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts". FTA does not require the inclusion of these requirements in subcontracts.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and PROFESSIONAL SERVICES sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1 which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and PROFESSIONAL SERVICES sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>					
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		None unless non-competitive award	None unless non-competitive award	None unless non-competitive award

Sources of Authority: ¹ 49 USC 5325 (a) ² 49 CFR 633.17 ³ 18 CFR 18.36 (i)

V.

SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq.
49 CFR Part 41**

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micropurchases.

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety

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

VI.

ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

The Energy Conservation requirements are applicable to all contracts.

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation

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

VII.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000. The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

VIII.

CLEAN AIR

42 U.S.C. 7401 et seq.

40 CFR 15.61

49 CFR Part 18

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the State and understands and agrees that the

State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

IX.

FEDERAL CHANGES

49 CFR Part 18

The Federal Changes requirement applies to all contracts.
The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes

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

X.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to all contracts.

Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government

1. The State and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the

Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the State, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31, 18 U.S.C. 1001
49 U.S.C. 5307

These requirements are applicable to all contracts.

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

XII.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The Civil Rights Requirements apply to all contracts.
The Civil Rights requirements flow down to all third party Contractors and subcontractors at every tier.

Civil Rights

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - A. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect PROFESSIONAL SERVICES activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- B. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - C. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

XIII.

DISADVANTAGED BUSINESS ENTERPRISES

49 CFR Part 26

The Contractor shall comply with the Disadvantaged Business Enterprise (DBE) provisions in the bid/proposal package issued by the State.

XIV.

ADA ACCESS

The ADA Access requirements apply to all A&E contracts.
The ADA Access requirements have unlimited flow down.
This provision is a restatement of the FTA Master Agreement (10/1/2013), Section 13.g.

The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities, but
 - 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but
 - 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable laws and amendments pertaining to access for seniors or individuals with disabilities,
- (2) Federal regulations, including:
 - (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,

- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and
- (3) Other applicable Federal civil rights and nondiscrimination guidance.

XV.

**SUBCONTRACT WORK COMPLETION AND
PROMPT PAY OF RETAINAGE**

Source: WSDOT General Special Provisions, Sec. 1-08.1(1).OPT.1.GR1

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

A. Requirements

1. The Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the State for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Contractor to the Subcontractor shall be made within thirty (30) days after Subcontractor's work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Contractor or Subcontractor complies;
 - b. Failure to comply shall be reflected in the Contractor's Performance Evaluation;
 - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part;

- d. Other sanctions as provided by the Subcontract or by law under applicable prompt pay statutes.

B. Conditions

This clause does not create a contractual relationship between the State and any Subcontractor. Also, it is not intended to bestow upon any Subcontractor the status of a third-party beneficiary to the Contract between the State and the Contractor.

C. Payment

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the contract price.

XVI.

PATENT AND RIGHTS IN DATA

**37 CFR Part 401
49 CFR Parts 18 and 19**

Not applicable.

XVII.

**CONFORMANCE WITH ITS
NATIONAL ARCHITECTURE**

23 U.S.C. 517

Not applicable.

XVIII.

BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18
FTA Circular 4220.1F**

The Contractor shall comply with the “Termination of Agreement”, “Disputes” and other applicable Sections of the applicable Professional Services Consultant Agreement and the WSDOT Consultant Services Manual.

XIX.

TERMINATION

The Contractor shall comply with the “Termination of Agreement” and other applicable Sections of the applicable Professional Services Consultant Agreement and the WSDOT Consultant

XX.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

**Section 42, FTA Master Agreement for
agreements authorized by
49 U.S.C. chapter 53 and Title 23, U.S.C.**

To the extent required under Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects:

- a. Types of Information. The State will provide information including:
 - (1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project,
 - (2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and
 - (3) The amount of Federal funds FTA has provided for the Program or Project, and

- b. Documents. The State will provide the information required under this provision in the following documents:
 - (1) Requests for proposals,
 - (2) Solicitations,
 - (3) Grant or cooperative agreement applications,
 - (4) Forms,
 - (5) Notifications,
 - (6) Press releases, and
 - (7) Other publications.

XXI.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

FTA Circular 4220.1F

The incorporation of FTA terms applies to all contracts.
The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

(END)

SAMPLE

(Date)

Tharmalingam “Brem” Bremjit, P.E.
Consultant Liaison Engineer
Washington State Ferries
2901 3rd Avenue, Suite 500
Seattle, WA 98121-3014

**Re: Agreement Y-XXXXX
On-Call Full Service WSF Terminal Design & Construction Engineering Services
Federal Transit Administration Provisions**

Dear _____:

I am a respondent to the request for consultant services issued on behalf of Washington State Ferries (WSF), a division of the Washington State Department of Transportation.

I have read and understand the scope of services and the Federal Transit Administration (FTA) provisions that will be included in the subject Agreement. I understand that I must provide written consent to the FTA provisions.

Accordingly, I hereby consent to the inclusion of the subject FTA provisions (and this consent letter) as part of the Agreement with the State. There is no additional cost or fee for inclusion of such federal provisions unless otherwise indicated in my response. I agree to abide by all such FTA terms, conditions and certifications.

Sincerely,

(Respondent's Name)

FEDERAL TRANSIT ADMINISTRATION

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts Over \$ 25,000).

1. **By signing and submitting this bid/proposal, the prospective Contractor is providing the signed certification set out below.**
2. 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 Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, WSF may pursue available remedies, including suspension and/or debarment.
3. The prospective Contractor shall provide immediate written notice to WSF if at any time the prospective Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 2 CFR 180. You may contact WSF for assistance in obtaining a copy of those regulations.
5. The prospective Contractor agrees by submitting this bid/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 in writing by WSF.
6. The prospective Contractor further agrees by submitting this bid/proposal that it will include the 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.

7. A participant in a covered transaction shall require a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction. A participant may decide the method and frequency by which it determines the eligibility of its principals. In addition, each participant shall confirm whether a prospective participant in a lower tier covered transaction is debarred or suspended by checking the exclusion records maintained by the U.S. General Service Administration at <https://www.sam.gov/portal/public/SAM/>.
8. (Reserved).
9. Except for transactions authorized under Paragraph 5 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 all remedies available to the Federal Government, WSF may pursue available remedies including suspension and/or debarment.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
– PRIMARY COVERED TRANSACTION**

(Third Party Contracts Over \$ 25,000).

1. The prospective Contractor hereby certifies, by submission of this bid or proposal, that neither it nor its “principals” (as defined in 2 CFR 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. When the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

The prospective Contractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosure (if any). In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).

Contractor: _____

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

FEDERAL TRANSIT ADMINISTRATION

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A. CERTIFICATION OF SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts Over \$ 25,000).

1. **By signing and submitting this bid/proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. 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, WSF may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to WSF if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact WSF for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid/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 in writing by WSF.
6. The prospective lower 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 Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction shall require a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction. A participant may decide the method and frequency by which it determines the eligibility of its principals. In addition, each participant shall confirm whether a prospective participant in a lower tier covered transaction is debarred or suspended by checking the exclusion records maintained by the U.S. General Service Administration at <https://www.sam.gov/portal/public/SAM/>.
8. (Reserved).
9. Except for transactions authorized under Paragraph 5 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 all remedies available to the Federal Government, WSF may pursue available remedies including suspension and/or debarment.

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

(Third Party Contracts Over \$25,000).

1. The prospective lower tier participant hereby certifies, by submission of this bid or proposal, that neither it nor its “principals” (as defined in 2 CFR 180.995 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

The subcontractor certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosure (if any). In addition, the subcontractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).

Subcontractor: _____

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Note: The Contractor must first obtain WSF approval for each subcontractor for this Contract Work. Only after the Contractor receives that approval from WSF may the Contractor execute subcontracts and have this form completed by each approved subcontractor. The Contractor must provide all completed forms to WSF before subcontractors commence work on the project. Original forms are available from WSF’s project engineer or administrator.

FEDERAL TRANSIT ADMINISTRATION

CERTIFICATION REGARDING LOBBYING

(Third Party Contracts Over \$100,000).

The Undersigned Contractor hereby certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 [as amended by "Government Wide Guidance For New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C., Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Contractor: _____

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

NON-COLLUSION DECLARATION

I, by signing this bid or proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid or proposal is submitted.
2. **That by signing the signature page of this bid or proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

This "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.