

NAME OF AWARDING FEDERAL AGENCY: Federal Transit Administration

SUBRECIPIENT NAME: City of Pflugerville, Texas

SUBAWARD NAME: Pflugerville Transit Development Plan

SUBAWARD #:

SUBAWARD DATE: _____

SUBRECIPIENT DUNS#:

AMOUNT OF SUBAWARD:

CFDA TITLE:

CFDA #:

FAINS#:

TYPE OF GRANT:

RESEARCH AND DEVELOPMENT GRANT: Yes ____ No ____

SERVICE AREA: AUSTIN UZA

PROJECT GRANT AGREEMENT

This Project Grant Agreement (PGA) is entered into by and between the Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (Capital Metro) and the City of Pflugerville, a Texas municipal corporation and political subdivision of the State of Texas (Subrecipient), collectively referred to as the “Parties”.

I. Recitals

WHEREAS, Capital Metro is a “Designated Recipient” of federal funds under 49 U.S.C. 5307 (“Section 5307”) whose mission is to connect people, jobs and communities by providing high quality and sustainable transportation choices for communities in the Greater Austin Area, and,

WHEREAS, the City of Pflugerville, as of Census 2010, was designated a part of the Austin Urbanized Area, and as such is eligible to receive Section 5307 funds, and,

WHEREAS, the City is a public body with the legal authority to receive and dispense Federal funds and as such is eligible to receive Section 5307 funding, and,

WHEREAS, the City seeks Section 5307 funds as a non-member jurisdiction to develop a three year transit development plan (TDP) to identify transit needs, analyze service options and financing, and provide recommendations for transportation services,

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

II. Project Description

The Subrecipient shall be responsible for preparing the TDP (Project) described in Attachment A-1, Approved Project Description. The Subrecipient shall develop the TDP in compliance with the requirements of the revised Capital Metro Service Expansion Policy adopted on April 23, 2014 and the guidelines for the development of a TDP, as described in Appendix B of the revised Service Expansion Policy, which are attached as Exhibit D-1. The Subrecipient shall coordinate with Capital Metro staff during the development of the TDP. Capital Metro staff shall receive all public involvement notices and staff shall have the opportunity to review and provide comments on the draft plan. The Subrecipient shall also provide Capital Metro with a final draft of the plan upon completion of the TDP.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this PGA for the purchase of the approved line item(s) referenced in Attachment B-1, Approved Project Budget. The Subrecipient acknowledges that all goods or services procured with grant funds provided under this PGA shall be in compliance with the terms and conditions of FTA Circular 4220.1F, *Third Party Contracting Guidance*; the FTA Master Agreement; and other such procurement regulations as may be applicable. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review the proposals received. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify Capital Metro in writing when it is necessary to exceed these deadlines.

III. General Terms & Conditions

Article 1. GRANT TERM

- A. The term of this PGA is from the date of the last party to sign through **December 31, 2015** (Grant Term). Notwithstanding the termination or expiration of this PGA, certain provisions *e.g.*, right to audit, shall survive the termination or expiration of this PGA. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this PGA at any time.

The Grant Term can only be extended past the completion date specified in the original grant application (Grant Term) with the written concurrence of Capital Metro. If a Subrecipient continues to make progress with implementation of the grant-funded Project, within sixty (60) days of the end of the Grant Term the Subrecipient may request an extension to the Grant Term in writing to Capital Metro, stating the reason(s) for the extension request. Capital Metro shall notify the Subrecipient within 30 days of its decision to grant an extension to the Grant Term, and will not unreasonably deny a

request for an extension to complete a project if the reason(s) provided are material and do not conflict with any grant regulation(s). Any costs incurred by Subrecipient after the Grant Term, as may be extended, are ineligible for reimbursement.

Article 2. GRANT AMOUNT

- A. The maximum grant amount payable under this PGA is \$ 103,200 (grant or grant funds). Subrecipient shall make sure all expenditures are made in accordance with the amounts and for the purposes authorized in Attachment A-1 and Attachment B-1.
- B. To be eligible for reimbursement under this PGA, an eligible cost must be an allowable expense under federal regulations and be incurred and authorized within the Grant Term.
- C. The Subrecipient may submit requests for reimbursement to Capital Metro no more frequently than monthly, at least once a calendar quarter, and no later than fifteen (15) calendar days from the end of the calendar quarter. The Subrecipient will use invoice statements acceptable to Capital Metro. Additional documentation to support any cost incurred during the billing period may be required at the discretion of Capital Metro. At a minimum, each billing must be accompanied by a summary by activity (budget) line item which indicates the total amount authorized for each line item, previous expenditures, current period expenditures, and the balance remaining in the line item.
- D. A copy of the invoice, including any supporting documentation such as check copies, bank statements, payroll records, copies of vendor invoices, etc., as applicable, is to be submitted to Capital Metro at the address listed in Article 29.
- E. Capital Metro will make payment within forty- five (45) days of the receipt of an undisputed invoice. Payment of an invoice does not waive Capital Metro's right to seek recovery from the Subrecipient of monies paid and later determined not to be allowable charges under federal regulations, which right is expressly reserved by Capital Metro. In addition to other legal and equitable remedies available to Capital Metro, including termination of this PGA, Capital Metro may offset any grant funds available under this PGA to recover monies paid and later determined not to be allowable charges. In the event the later determination occurs after the expiration or termination of this PGA, the Subrecipient shall reimburse any such monies to Capital Metro upon demand. The provisions of this paragraph shall survive termination of this PGA.
- F. The Subrecipient will submit a final billing within forty-five (45) days of the completion of the Grant Term. Because the PGA provides for reimbursement of costs that have already been incurred, Subrecipient shall be responsible for paying all subcontractors and vendors prior to submitting a request for reimbursement.

Capital Metro shall not be responsible for the debts of the Subrecipient. This provision will be made a part of all subcontracts resulting from this PGA. Failure to comply with any provision of this PGA may cause delays to the Subrecipient's reimbursement and will be grounds for termination of this PGA by Capital Metro. This provision is applicable to all sub-tier subcontractors and will be made a part of all subcontracts.

Article 3. AMENDMENTS

All amendments to this PGA must be in writing and executed by both parties within the Grant Term. Any request for an amendment must be in writing and specify the reasons for the request. No changes to the Approved Project Description or the Approved Project Budget may be made before a written amendment is signed.

Article 4. SUBCONTRACTS

The Subrecipient shall not enter into any subcontract with individuals or organizations for the purchase of equipment or to provide professional services without prior written authorization and consent to the subcontract by Capital Metro. All subcontracts shall contain all provisions required by state and federal law.

Article 5. SINGLE AUDIT REPORT

Subrecipient shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502 and the implementing regulations outlined in Title 48, Code of Federal Regulations (C.F.R.), Federal Acquisition Regulations (FAR), ensuring that the single audit report includes coverages stipulated in the Office of Management and Budget (OMB) OMB Circular A-133 as may be amended from time to time, and shall comply with any regulations required by the U.S. Department of Transportation (DOT). If threshold expenditures of \$750,000 or more in Federal awards are met during the Subrecipient's fiscal year, Subrecipient must submit a Single Audit Report and Management Letter (if applicable) to Capital Metro, along with any audit findings relevant to Subrecipient's use of Federal Transit Administration (FTA) funds, and a statement that clearly states the expected action of Subrecipient to repay any disallowed costs, make financial adjustment, or take other action. Capital Metro may impose conditions on further funding based on such audit findings. In the event Subrecipient fails to provide the audits as required by this PGA, or the inability or unwillingness of Subrecipient to have a required audit as stipulated by this PGA, Capital Metro may:

- a. Withhold reimbursements of a percentage of the grant funds until the audit(s) is completed;
- b. Withhold reimbursement of any disallowed overhead costs;
- c. Suspend or condition further grant funding awards or reimbursements until the audit(s) is completed; or,
- d. Terminate the PGA.

If expenditures are less than \$750,000 during the Subrecipient's fiscal year, Subrecipient must submit a statement to Capital Metro's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore are not required to have a single audit performed for FY ____." For each year the Project remains open for federal funding expenditures, Subrecipient will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the term of this PGA, unless otherwise amended or the Project has formally closed and no expenses have been incurred within the current fiscal year.

Article 6. STANDARDS FOR FINANCIAL ADMINISTRATION

The Subrecipient's standards for financial administration must conform to the requirements of 49 C.F.R. § 18.20.

Article 7. PROCUREMENT STANDARDS

Subrecipient shall meet or exceed the procurement requirements of Title 48 C.F.R and 49 C.F.R. §18.36, and 49 C.F.R. Part 19 including, but not limited to, standards for competitive procurements; methods of procurement; contracting with small and minority firms, women's business enterprise and labor surplus area firms; contract cost and price; awarding agency review; insurance and bonding. The Subrecipient's procurement system must include, but not be limited to, the following procurement standards:

- A.** Procurement procedures must promote full and open competition while conforming to the applicable federal, state and local laws and regulations.
- B.** A contract administration system that ensures that the contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C.** A written code of standards of conduct governing the performance of employees engaged in the award and administration of contracts under this PGA. No employee, officer, or agency of the Subrecipient shall participate in selection or in the award or administration of a contract supported by state or federal funds if there is a conflict of interest, real or apparent.
- D.** A process for review of proposed procurements to avoid purchase of unnecessary or duplicative items.
- E.** Use of state and local intergovernmental agreements for procurement or use of common goods and services to foster greater economy and efficiency.
- F.** Use of value engineering clauses in contracts for construction projects.
- G.** A mechanism to make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the contract. The mechanism should provide assurances regarding the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
- H.** Records sufficient to detail the significant history of procurement, including rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- I.** Limited use of time-and-materials contracts.
- J.** Mechanisms that use good administrative practices and sound business judgment to settle contractual and administrative issues arising out of procurements made in accordance with this PGA.
- K.** Protest procedures to handle and resolve disputes relating to procurements. The protest procedure should provide a way to promptly disclose information regarding a protest to Capital Metro.

- L. If equipment or real property is transferred to a Subrecipient, that equipment or real property shall be owned and operated in accordance with the same rules and regulations governing the ownership and operation of equipment or real property acquired with financial assistance from FTA.
- M. The equipment and program provisions survive the contract duration.

Article 8. PROPERTY MANAGEMENT

Capital Metro must agree to the award of all purchase orders for non-expendable personal property as defined in 49 C.F.R. §18.32 and §18.33. The Acquisition of real property must comply with 49 C.F.R. §18.31.

Article 9. EQUIPMENT MANAGEMENT

- A. Subrecipient's Equipment Management standards shall include, but not be limited to the following:
 - 1. Maintaining equipment records that include: a description of the equipment; a serial number or other identification number; the source of equipment; who holds title; the acquisition date and cost of the equipment; percentage of Federal participation in the cost of the equipment; the location, use and condition of the equipment; maintenance history for each vehicle or item of equipment; and ultimate disposition data including the date of disposal and sale price.
 - 2. Conducting a physical inventory of FTA-funded equipment at least once every two (2) years and reconciling the inventory with equipment records described in the preceding paragraph.
 - 3. Developing a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be immediately reported to Capital Metro and investigated to determine the reason for the loss, damage, or theft conditions.
 - 4. Developing and following procedures to keep the FTA-funded equipment maintained and in good condition. At a minimum, the Subrecipient shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date the maintenance was performed. Maintenance records shall be provided to Capital Metro upon request.
 - 5. Requesting disposition instructions and approval from Capital Metro, and if authorized to sell the equipment, using proper sales procedures to ensure the highest possible return.
- B. The Subrecipient will comply with FTA Circular 5010.1D, *Grant Management Requirements*, and Title 43, Texas Administrative Code §31.53 and §31.55, to protect the public investment in real property and equipment purchased in whole or in part with state or federal funds.
- C. In the event that FTA-funded Project equipment is not used in the proper manner or is withdrawn from public transportation services, the Subrecipient shall immediately

notify Capital Metro. Capital Metro reserves the right to direct the sale or transfer of property acquired under this PGA upon determination by Capital Metro that said property has not been fully or properly used upon termination of this PGA, or as otherwise allowed by applicable rules and regulations.

- D.** All vehicles purchased under this PGA shall comply with the Motor Vehicle Safety Standards established by the US Department of Transportation and state law.
- E.** Irrespective of coverage by insurance, unless otherwise approved in writing by Capital Metro, in the event of loss or damage to Project property, whether by casualty or fire, the fair market value will be the value of the property immediately before the casualty or fire.
- F.** The Subrecipient shall notify Capital Metro immediately of theft, wreck, vandalism, damage or other destruction of Project-related facilities or equipment.

Article 10. COORDINATION

According to Title 43 of the Texas Administrative Code §31.49, the Subrecipient will at all times coordinate the provision of public transportation services with other transportation operators, both public and private, in the Austin area. The Subrecipient will furnish Capital Metro copies of any agreement resulting from such coordination. Agreements that authorize the payment of Project funds to another entity are subject to the approval requirements described in Article 4, Subcontracts.

Article 11. LABOR PROTECTION PROVISIONS

The Subrecipient will abide by the labor provisions set forth in Attachment C-1. If applicable, the Subrecipient will comply with any of the labor protection provisions as listed below for the protection of employees in the mass passenger transportation industry in the area of the Project.

- A.** The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the Project.
- B.** All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.
- C.** The Subrecipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the Project.
- D.** In the event an employee is terminated or laid off as a result of the Project, he or she shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training is required by such employment or reemployment, the Subrecipient shall provide for such training or retraining at no cost to the employee.
- E.** Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the Project, including any program of efficiencies or economies directly or

indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the Project" as used herein shall include events occurring in anticipation of, during, and subsequent to the Project.

- F.** In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Subrecipient, the employees, or their representatives, may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.
- G.** The Subrecipient agrees that any controversy respecting the Project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.
- H.** The Subrecipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.
- I.** The Subrecipient will post, in a prominent and accessible place, a notice stating that the Subrecipient is a recipient of federal assistance under the Federal Transit Act, as amended from time to time, and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall also specify the terms and conditions set forth herein for the protection of employees.

Article 12. MONITORING AND AUDITS

- A.** Capital Metro will monitor the progress of the Project authorized in this PGA using appropriate and necessary inspections, including but not limited to periodic reports, physical inspection of Project facilities, telephone conversations, letters, and conferences.
- B.** Capital Metro shall monitor and conduct financial and/or program audits of the Subrecipient and its contractors to verify compliance with the terms of this PGA. Representatives of Capital Metro or the Federal government shall have access to Project facilities and audit the books and records relating to the Project at all reasonable times during the term of this PGA, and until the expiration of three (3) years after final payment under this PGA or until any significant action (such as litigation or settlement of a claim) has been completed. The provision of this paragraph shall survive termination of this PGA.

Article 13. REPORTS

- A.** The Subrecipient shall submit written or electronic reports at intervals and in a format prescribed by Capital Metro.

1. Monthly Report - No later than five (5) calendar days after the end of each month for which the report is made, the Subrecipient shall submit a Milestone Progress Activity report to Capital Metro in a form approved and with content specified by Capital Metro. Additional reports or more frequent reporting may be required upon request of Capital Metro.

Milestone Progress Report - If the grant includes the purchase of vehicles or other capital equipment, the Subrecipient shall submit a calendar quarterly Milestone Progress report consisting of a brief narrative including but not limited to procurement milestones, including date of issuance of the Invitation for Bid or Request for Proposal; the date of the contract or purchase order execution; and the close date of the purchase contract. With respect to the purchase of vehicles, the report shall include the date of delivery of the first vehicle and the date of delivery of the vehicles purchased. The report shall also include the vendor name and location, and the unit price.

2. Other Activities Report - If the grant includes other activities, such as operating assistance support or purchase of other equipment, the Subrecipient shall submit a calendar quarterly Milestone Progress report that provides the completion dates for the Project and the implementation milestones that have been mutually agreed upon between the Subrecipient and Capital Metro.
 3. Status of Construction - If the grant includes construction, the Subrecipient shall submit a calendar quarterly update of the Project's milestone completion dates and a narrative report which includes but is not limited to the progress of construction.
- B.** Regardless of the type of assistance included in the grant, the Subrecipient shall promptly notify Capital Metro, in writing, any time the progress of the Project will be negatively or positively impacted, including:
1. Problems, delays, or adverse conditions that will materially affect the Subrecipient's ability to attain program objectives or prevent the meeting of milestone deadlines. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Subrecipient and any Capital Metro assistance needed to resolve the situation.
 2. Favorable developments or events that will enable the Subrecipient to meet milestone schedules and goals sooner than originally projected.
- C.** Every two (2) years, or more frequently when instructed by Capital Metro, the Subrecipient shall conduct a physical inventory of grant-supported property as set forth in Article 9, Equipment Management, and furnish Capital Metro a copy of the inventory.
- D.** The Subrecipient shall maintain written maintenance records for each grant-supported vehicle, and shall make such records available to Capital Metro upon request.

Article 14. DISPUTES AND REMEDIES

- A.** The Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of the grant Project(s).

- C. This PGA shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 15. TERMINATION

- A. Either Capital Metro or the Subrecipient may terminate this PGA by giving thirty (30) days written notice for reasons of its own and not subject to the approval of the other party. In the event of termination for convenience, neither Capital Metro nor the Subrecipient shall be subject to additional liability except as otherwise provided in this PGA.
- B. If both parties to this PGA agree that the continuation of this PGA would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date. In the event that both parties agree that resumption of the PGA is warranted, a new PGA must be developed and executed by both parties.
- C. Capital Metro may terminate this PGA at any time before the date of completion whenever it is determined that the Subrecipient has failed to comply with the conditions of the PGA. Additionally, if Capital Metro notifies the Subrecipient of a major deficiency and the Subrecipient does not respond in the manner required by Capital Metro, Capital Metro will immediately terminate the PGA, and direct the disposition of equipment purchased with grant funds, or both.
- D. Upon termination of this PGA, whether for cause or at the convenience of the parties, title to all property and equipment remains with the Subrecipient subject to the obligations and conditions set forth in this PGA and 49 C.F.R. §18.31 and §18.32, unless the state or federal funding agency issues disposition instructions to the contrary.
- E. In the event of termination, Capital Metro may compensate the Subrecipient for those eligible expenses incurred prior to the termination that are directly attributable to the completed portion of the Project, and made in accordance with the terms of this PGA. The Subrecipient shall not incur new obligations for the terminated portion of the Project after the effective date of termination.
- F. Except with respect to defaults of subcontractors, the Subrecipient shall not be in default by reason of any failure in performance of this PGA in accordance with its terms (including any failure by the Subrecipient to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Subrecipient. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient.

Article 16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR PUBLIC TRANSPORTATION CONTRACTS

It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 C.F.R. Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE and Capital Metro's DBE program requirements of 49 C.F.R. Part 26 apply to this PGA as follows.

- A.** It is the policy of Capital Metro to give DBE firms the opportunity to compete fairly for contracts and subcontracts. Accordingly, Subrecipient must follow Capital Metro's approved DBE Program which can be found at: <http://www.capmetro.org/dbe.aspx?id=99&terms=dbe>, and all subcontractors are required to follow Capital Metro's DBE program. This requirement must be included in any subcontract related to the grant of funds hereunder.
- B.** Capital Metro has established a DBE goal of 20% annually. The objective is to seek to award 20% of its annual contracts to DBE firms. Subrecipient and any subcontractor(s) will strive to meet the annual DBE goal set by Capital Metro by offering DBEs the opportunity to compete fairly for contracts and subcontracts. DBE participation shall be reported monthly, including payments and awards made to DBE-certified firms. Capital Metro shall have the right to monitor and audit Subrecipient's DBE program and program records to ensure compliance with this provision.
- C.** These requirements shall be included in any subcontract related to the Project.
- D.** Failure to carry out the requirements set forth above shall constitute a material breach of this PGA and may result in termination of the PGA by Capital Metro or other such other remedy as Capital Metro deems appropriate.

Article 17. FEDERAL CHANGES

Subrecipient will comply with the all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this PGA.

Article 18. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPERENCY ACT REQUIREMENTS

Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R 170 and this grant is subject to all terms thereof. Subrecipient shall obtain and provide to Capital Metro a Data Universal Numbering System (DUNS) number as set forth in FAR, Part 4, Sub-Part 4.1100. Subrecipient shall report the total compensation of its top five executives to Capital Metro if: (i) More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000 annually; and (ii) the compensation information is not readily available through reporting to the U.S. Securities and Exchange Commission.

Article 19. INDEMNIFICATION

- A.** To the extent permitted by law without requiring a cost and sinking fund to be established, the Subrecipient shall indemnify and save harmless Capital Metro from all

claims and liability arising from the activities of the Subrecipient, its agents, employees or volunteers performed under this PGA which result from an error, omission, intentional, reckless, or negligent act of the Subrecipient, its agents, employees or volunteers.

- B.** To the extent permitted by law without requiring a cost and sinking fund to be established, the Subrecipient shall also indemnify and save harmless Capital Metro from any and all expenses, including attorney fees, which might be incurred by Capital Metro in litigation or otherwise resisting said claim or liabilities.
- C.** The Subrecipient acknowledges that it is not an agent, servant or employee of Capital Metro and that it is responsible for its own acts and deeds and for those of its agents, employees or volunteers during the performance of the PGA.
- D.** The provisions of this paragraph shall survive the termination of this PGA.

Article 20. COMPLIANCE WITH LAWS

The Subrecipient shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Project under this grant, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, licensing laws, regulations. Without limiting the foregoing, the Subrecipient shall at all times comply with the federal contracting requirements as set forth in the Federal Transit Administration Master Agreement (Master Agreement) which may be accessed at the following link: <http://www.fta.dot.gov/documents/19-Master.pdf>, which is referenced and incorporated herein for all purposes. When required, the Subrecipient shall furnish Capital Metro with satisfactory proof of compliance therewith.

Article 21. NONCOLLUSION

The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for the firm, to solicit or secure this grant, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this grant. If the Subrecipient breaches or violates this warranty, Capital Metro shall have the right to terminate this PGA without liability or, in its discretion, to deduct from the grant funds, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

Article 22. CIVIL RIGHTS

- A.** Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d (Civil Rights Act), 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 Subrecipient 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 Subrecipient agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract.

1. 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 Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US. 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 construction activities undertaken in the course of the Project. The Subrecipient 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 Subrecipient agrees to comply with any implementing requirements FTA may issue.
2. Age Discrimination - In accordance with 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 Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.
3. Employment of Persons with Disabilities - In accordance the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Subrecipient 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 and any implementing regulations regarding employment of persons with disabilities. Subrecipient agrees that no otherwise qualified person with disability(s) shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project.
4. Public Accommodations - The Subrecipient shall comply with the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code § 12101 et seq.; with Texas Government Code, Chapter 469, Texas Revised Statutes; and with all other applicable local, state and federal architectural and structural requirements intended to allow individuals with disabilities access to public accommodations.
5. Discrimination in Programs and Activities - The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act, 42 U.S.C § 2000d, and applicable

regulations set forth at 49 C.F.R. Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, and the Americans with Disabilities Act relating thereto. All fixed facility construction and all new equipment included in the Project must comply with the foregoing.

6. The Subrecipient agrees to comply with the anti-discrimination provisions of any other federal law.
7. The Subrecipient 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.
8. The Subrecipient shall compile and submit to Capital Metro a list of complaints, investigations, or lawsuits relating to its compliance with the foregoing laws and regulations upon request.

Article 23. TITLE VI PROGRAM

In accordance with the requirements of Title VI of the Civil Rights Act, 42 U.S.C § 2000d, and its implementing regulations, the Subrecipient shall adopt and submit to Capital Metro a Title VI Civil Rights Program (Title VI Program) that complies with the requirements set forth in FTA Circular 4702.1 B. Capital Metro shall have the right to monitor and audit Subrecipient's Title VI program and program records to insure compliance with this provision

The Subrecipient shall compile and submit to Capital Metro a list of complaints, investigations, or lawsuits relating to its Title VI program. If Subrecipient has transit-related non-elected planning boards, advisory councils, or committees (Committees), the membership of which is selected by the Subrecipient, the Subrecipient must provide a table depicting the racial breakdown of the membership of those Committees, and a description of efforts made to encourage the participation of minorities on such Committees. The Subrecipient must submit all the above information to the Capital Metro on a schedule requested by Capital Metro.

Article 24. DEBARMENT CERTIFICATION

The Subrecipient certifies that the Subrecipient is not currently debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The Subrecipient further certifies that it will not do business with any party that is currently debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The Subrecipient must verify that each subcontracting entity (and its principals as defined in 2 CFR 180.995) is not debarred, suspended or otherwise excluded from receiving federal funds, and the Subrecipient shall maintain documentation of verification of compliance. The verification may be accomplished by (1) checking the System for Award Management (SAM) maintained by the U.S. General Services Administration (GSA) and available at www.sam.gov/portalpublic/sam#1, or (2) collecting a certification from the entity, and

when requested by Capital Metro, furnishing a copy of such certification.

Article 25. PROGRAM INCOME

- A.** Except for income from royalties and proceeds from the sale of real property or equipment, the Subrecipient shall retain program income and apply such income to allowable capital or operating expenses. If federally funded, program income from royalties and proceeds from sale of real property or equipment shall be handled as specified in federal regulations.
- B.** The Subrecipient shall comply with standards governing the receipt and application of program income as set forth in 49 C.F.R. §18.25, Program Income. Program income means gross income received by the Subrecipient directly generated by a grant-supported activity, or earned only as a result of this PGA during the time period specified in Grant Term.
- C.** Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a PGA, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in federal regulations, program income does not include interest on grant funds, rebates, credits discounts, refunds, etc., and interest earned on any of them.

Article 26. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA CIRCULAR 4220.1F

All contractual provisions required by the DOT, as set forth in Circular 4220.1F, as may be amended from time to time, are hereby incorporated herein for all purposes. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict contained in this PGA. The Subrecipient shall not perform any act, or fail to comply with any Capital Metro requests, which would cause Capital Metro to be in violation of the FTA terms and conditions.

Article 27. FEDERAL GRANT TERMS

The Subrecipient agrees to comply with the federal grant terms and conditions contained on Attachment C-1 and any such laws, rules, guidelines, or regulations as may be promulgated by the Department of Transportation or the Federal Transit Administration.

Article 28. SUCCESSORS AND ASSIGNS

The Subrecipient binds itself, its successors and permitted assigns in respect to all covenants of this PGA.

Article 29. MISCELLANEOUS

- A.** No waiver of any provision, covenant, agreement or condition of this PGA shall be deemed to have been made unless expressed in writing and signed by the party against

whom such waiver is charged. The express waiver by either Capital Metro or the Subrecipient of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

B. This PGA shall be governed by, construed, and enforced in accordance with the laws of the United States and the State of Texas, and the venue shall be in Travis County, Texas.

C. In the event Capital Metro finds it necessary to employ legal counsel to enforce its rights under this PGA, or to bring an action at law, or other proceeding against Subrecipient to enforce any of the terms, covenants or conditions herein, Subrecipient shall pay to Capital Metro its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

D. Notwithstanding anything herein to the contrary, Capital Metro reserves the right, in its sole discretion, to unilaterally amend this PGA at any time to incorporate any modifications necessary for Capital Metro's compliance with all applicable state and federal laws, regulations, requirements and guidelines.

E. This PGA does not intend to, and nothing contained in this PGA shall, create any partnership, joint venture or other joint or equity type agreement between Capital Metro and Subrecipient.

F. No term or provision of this PGA is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this PGA and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

G. If any provisions of this PGA are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the PGA, in which event the PGA will be terminated.

H. The Subrecipient may not assign this PGA, in whole or in part, without Capital Metro's written consent.

I. This PGA incorporates by reference the following Attachments:

1. Attachment "A-1" Approved Project Description
2. Attachment "B-1" Approved Project Activity Line Item Budget
3. Attachment "C-1" Federal Grant Terms
4. Attachment "D-1" Capital Metro Service Expansion Policy

J. This PGA embodies the entire agreement and understanding between the parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations, and negotiations. In executing this PGA, the Parties do not rely upon any statement, promise, or representation not expressed herein. This PGA may not be modified, changed, or altered in any respect except by the mutual written agreement of the Parties.

K. All notices, statements, demands, requests, consents, or approvals required under this PGA or by law by either party to the other shall be in writing and may be given or

served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

J. All notices required or permitted by this PGA regarding this PGA must be in writing and shall be directed as follows:

If to Capital Metro:

Capital Metropolitan Transportation Authority
Finance Department
P.O. Box 6308
Austin, Texas 78762-6308
Attn: Grants Coordinator

If to Subrecipient:

City of Pflugerville
City Manager's Office
P.O. Box 589
Pflugerville, Texas 78691-0589
Attn: Brandon Wade, City Manager

A party may change its address for notice by notifying the other party in writing of the new address.

K. Facsimile signatures shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature made or transmitted by any electronic means.

Article 30. SIGNATORY WARRANTY

The undersigned signatory for the Subrecipient represents and warrants that he/she is an officer of the organization and has full and complete authority to enter into this PGA on behalf of the organization.

**Capital Metropolitan
Transportation Authority**

By: _____

Linda S. Watson
President/CEO

Date: _____

Approved: _____

Finance Department

Approved as to form: _____

Legal Department

City of Pflugerville

By: _____

Jeff Coleman
Mayor

Date: _____

ATTEST:

By: _____
Karen Thompson, City Secretary

By: _____
George Hyde, City Attorney

ATTACHMENT A-1

APPROVED PROJECT DESCRIPTION

Background

The City of Pflugerville has experienced significant growth and requires a strategic approach to mobility and transit planning. On a regional basis, there is ongoing planning through Project Connect, CAMPO 2040 Plan and the Missouri, Kansas, Texas (MKT) right-of-way study. Locally, the City of Pflugerville is completing its Transportation Master Plan. These planning efforts provide a backdrop for the City of Pflugerville to take a leadership role in creating a Transportation Development Program (TDP) for the benefit of the citizens of Pflugerville and the surrounding community. The TDP will provide a mobility strategy within which the City and Council can make near-term transportation decisions, which will have long term impacts on the mobility of Pflugerville citizens within the federal, state, and local resources available to sustain them.

The TDP will be based on data analysis and public participation processes. The public participation process will target the general public, as well as individuals and organizations that typically reflect a higher transit demand. These groups may include long-distance commuters, large employers of lower wage shift workers, and the clients and/or staff of health and human and community service agencies. The purpose of the public participation plan is to gather information that will be included in the evaluation of service elements and then collect feedback from the target groups or general public on the service recommendations.

The TDP data analysis process will: review existing studies; collect new data; identify transit needs and trends; evaluate service alternatives; review transit supportive infrastructure (e.g. bike and pedestrian facilities) and growth patterns; and analyze demand. The outcome of these activities will be the identification of services for further development. The TDP development process will then estimate 5-year operation and capitals costs, and identify potential funding sources. An implementation strategy will include an analysis of the service expansion options and a recommendation for the preferred option, as well as related strategies and policies.

There are a number of federal tools available to support transit-related goals. CONSULTANT will research opportunities to maximize the impact of transportation funding and infrastructure to further community development goals. These may include Federal Transit Administration (FTA) Letter of No Prejudice or pre-award authority to protect the federally eligible value of capital improvements, capture of local value, public-private

partnerships to support shared infrastructure development, and the pursuit of alternative funding sources, such as the Surface Transportation Program – Metropolitan Mobility (STP-MM).

The following objectives form the backbone of the program.

Objectives

- Identify the most suitable service expansion option for the City of Pflugerville from those identified by Capital Metro: join Capital Metro; contract for service, form a Local Government Corporation (LGC); become a direct recipient; or become a sub-recipient of federal formula funding.
- Identify opportunities to enhance regional connectivity and coordination to close service gaps, and minimize duplication of services.
- Ensure ample opportunities and formats for public comment and participation in the decision-making process regarding service expansion in Pflugerville.
- Identify the transportation modes most suitable to meet the needs of Pflugerville residents, workers and businesses.
- Project transit operating and capital expenses over a five year period. Identify potential financial resources at the federal, state and local levels to support same.
- Identify the most appropriate service delivery mechanism. Complete a cost benefit analysis of directly operated and purchased transportation services.
- Identify and evaluate transit supportive development and infrastructure, (pedestrian and bicycle connectivity to transit services).
- Identify a suitable site for a multi-modal Transportation Center for commuter service between Pflugerville and major regional activity centers, and connectivity to other regional services, such as the Tech Ridge Park and Ride, and fixed route or demand response services.
- Create the framework for a public – private partnership which will encourage joint use of the transportation center and the addition of transit compatible space such as retail, day-care, health connectivity, etc. and the potential for shared parking during non – commuting periods like evenings and weekends.

Task 1.0 Review of Regional Connectivity, Coordination, and Transit Studies

Objective CONSULTANT will review previous reports from CAMPO, TxDOT, Capital Metro, CAPCOG, CARTS, CTRMA and the City of Pflugerville as they relate to the future development of transit service or transit infrastructure for the City of Pflugerville and/or regional connectivity to Pflugerville. CONSULTANT will synthesize the relevant information from these studies to provide an overview of regional connectivity, as it relates to Pflugerville.

Developing a comprehensive and detailed understanding of community mobility needs from an array of perspectives will be critical to the development of a practical and relevant implementation plan for any future services or capital investments.

Deliverables: A technical memorandum outlining key regional transportation or transit issues that may impact future City of Pflugerville's transit service or infrastructure.

Task 1.1 CONSULTANT will review relevant reports including, but not limited to, the following:

- Project Connect Locally Preferred Alternative Funding and Phasing Strategy, North Corridor
- Williamson County Public Transportation Planning Study;
- Capital Area Council of Government Regional Coordination Study;
- Capital Metro Regional Commuter Rail planning documents;
- City of Pflugerville Master Transportation Plan
- City of Pflugerville land use and development planning documents;
- Current Capital Metro Service Plan;
- CAMPO's Long-Range Plan, Transportation Improvement Program, and Unified Planning Work Programs; and
- Other reports as may be deemed relevant to this effort.

Task 1.2 CONSULTANT will collate information from these multiple sources elements that may impact Pflugerville's service expansion such as:

- Previous and current efforts to improve regional connectivity
- Existing or planned regional partnerships
- Challenges to regional connectivity that have been encountered
- Coordination efforts between other local agencies or communities to close service gaps and/or increase service to high need communities or areas
- Gaps in service that have not been addressed or have not been successfully addressed
- A review of short-term and long-term regional transit needs as reflected by various reports;
- Roles and relationship of Capital Metro and regional transit providers to local jurisdictions;

- Regionally significant transportation and transit projects planned, funded, and/or constructed
- Potentially conflicting perspectives and emphases among various plans.

Task 2.0 Develop and Execute Public Participation Plan

Background A well-executed public participation process provides qualitative information that is useful for reinforcing and deepening the understanding of a community's transit needs. The City of Pflugerville is currently completing its Master Transportation Plan, which included a public outreach component. A public participation process for this effort should seek to expand and not duplicate previous efforts.

Objective To review information gathered from recent, prior planning processes and develop public participation process that will enhance the understanding of the need for transit services and multimodal (bicycle and pedestrian) facilities.

Deliverable A public participation plan that will be executed in the course of completing this study. A public participation report that will reflect the methods, dates, participants, and outcomes resulting from outreach activities.

Task 2.1 CONSULTANT will identify local and/or regional studies that have included a public participation component. CONSULTANT will review the comments and findings and write a synopsis of current findings. CONSULTANT will draft a public participation plan that seeks to build upon previous efforts and provide a better understanding of transit needs and barriers to using transit. This plan may include one-on-one meetings with large employers, schools, and/or health and human service agencies, surveys of specific high-transit need groups, outreach to neighborhood associations, and open houses at targeted locations or events.

Task 2.2 CONSULTANT will present a draft public participation plan to Pflugerville staff for review and comment. Upon approval, CONSULTANT will execute the plan throughout the course of this study.

Task 2.3 At the conclusion of the TDP planning process, CONSULTANT will document public participation notices, activities, data, attendants, and any outcomes resulting from the public participation process.

Task 3.0 Identify Transit Needs and Patterns

Background A significant amount of research has been conducted in the recent past to clarify the transportation and transit needs of the rapidly growing Central Texas region. Since the 2010 census was completed, the Austin-Round Rock MSA population has grown to over 1.8 million residents. Pflugerville's population continues to grow as well and now exceeds 54,000. Accordingly, analyzing recent data is needed to provide an accurate reflection of current transit needs.

Objective Collect and analyze data to identify transit service needs and patterns.

Deliverables A technical memorandum documenting data collection and survey methods and significant transit needs and travel patterns that will impact the choice of future City of Pflugerville transit services.

Task 3.1 CONSULTANT will analyze and map census data to identify transit-supportive areas.

CONSULTANT will analyze and map U.S. Census data for population growth, demographic and mobility needs profiles for the City of Pflugerville. This data also will be analyzed to determine transit needs with respect to income, age, and/or disability, and zero car households and organized into a Transit Needs Index. The Transit Needs Index identifies neighborhoods or residential areas that house the highest concentration of people most likely to use transit.

- CONSULTANT will map the location and density of housing units and compare those to industry standards to identify appropriate transit modes. CONSULTANT will map the location and number of multi-family units. CONSULTANT will map the location and number of units for any permitted multi-family or mixed use developments.
- CONSULTANT will calculate and map the number of jobs per acre using data from the U.S. Census Longitudinal Employer-Household Dynamics database.
- CONSULTANT will assign a weight to the sum of these data and map the cumulative score to identify areas that are most likely to support transit.

Task 3.2 CONSULTANT will analyze multiple data sources to identify home-to-work trips:

- Traffic Analysis Zones (TAZ) data for high frequency origin-destination pairs to understand relevant travel characteristics of intra-city and inter-city work trips. The TAZ analysis will identify is useful for identifying prominent home-to-work travel patterns and potential commuter service demand.
- Census Transportation Planning Package: This is a special set of tables produced by the U.S. Census and ASHTO and contains census tract level data. It contains information on origin, length, mode of trip, etc. In some cases, there may be TAZ-level data available through the MPO.

- Journey-to-Work Data: Available through the U.S. Census, this data set provides additional information on the home-base to work trip.
- Longitudinal Employment-Household Dynamics Database

Task 3.3 CONSULTANT will contact major employers within the City of Pflugerville and the Pflugerville Community Development Corporation (PCDC) to discuss their mobility needs. CONSULTANT will contact major area employers to measure their perceived need for transit services for their employees. If sufficient interest is reported, CONSULTANT will follow-up with a request for the addresses and/or ZIP Codes for their employees who reside in, or near, Pflugerville. In the event of high perceived need and employer support, data may be gathered from employees using a “pay envelope” survey to measure an employee’s interest in transit services and desired service characteristics (availability, location, etc.).

Objectives are to refine specific employee travel patterns and to identify potential transportation alternatives.

Task 3.4: If needed to clarify or reinforce TAZ and census data, CONSULTANT will contact other organizations for data reflecting potential home-to-work demand. Other resources that may be used include, but are not limited to:

- Austin Downtown Alliance: CONSULTANT will review Austin Downtown Alliance’s home-base trip data for downtown employees, if available;
- University of Texas at Austin: CONSULTANT contact UT to request ZIP-code level data for staff and students originating from Pflugerville and traveling to UT.
- Austin Community College: CONSULTANT will contact ACC student services personnel to discuss perceived transit needs of students and request ZIP-code level data on staff and students residing in the study area and travelling to campuses in Round Rock, Hutto, or Austin area.

Task 3.5: Park and Ride Facility Demand Analysis

- CONSULTANT will apply the TxDOT/Texas Transportation Institute (TTI) commuter park and ride ridership methodologies to estimate demand that can be captured by three (3) potential park and ride sites. CONSULTANT will use CAMPO Travel Demand Forecast (TDF) model developed modal splits to determine the transit usage. CONSULTANT will use the FTA instructed Binomial Logit Choice Model to verify or check the reliability of the CAMPO TDF modal split results.

Task 4.0 Service Alternatives

Objective The purpose of this task is to evaluate and recommend service alternatives that address the identified Transit Needs and Patterns (Task 2).

Deliverables A technical memorandum evaluating service alternatives (commuter, demand response, flex, and/or fixed route with complementary ADA-paratransit).

Task 4.1 CONSULTANT will identify feasible service alternatives for the identified service needs and/or areas. These alternatives may include demand response, fixed route with ADA paratransit, flex routing, vanpools, rideshare, etc. Determination of feasibility will be based on one or more of the following factors:

- Sufficient population density to support the service type;
- Sufficient evidence of high-frequency origin to destination pairs to support the service;
- Evidence of business, organization, and/or community support;
- Potential to enhance connectivity to regional services;
- Potential to leverage local or regional investment and/or infrastructure

Potential to generate private sector, community and/or other sources of financial support

Task 4.2 CONSULTANT will estimate 5-Year operating and capital costs for each feasible service alternative.

Task 4.3 CONSULTANT will quantify or qualify benefits for each feasible alternative, such as number of trips, air quality, economic, and health benefits, potential to enhance regional connectivity, close identified service gaps, leverage existing funds or infrastructure, and increase coordination.

Task 4.4 CONSULTANT will present its findings from Tasks 1, 2, and 3 to Pflugerville staff along with its service alternatives recommendations. Based on feedback from Pflugerville staff, CONSULTANT will develop a final list of services and improvements for further development.

Task 5.0 Service Plan

Objective To define requirements for recommended service(s) including, but not limited to network design, routing, frequency of service, span of service, operations, maintenance, and capital costs. CONSULTANT will balance the capital and operating cost against realistic revenue projections and other potential funding support.

Deliverable A technical memorandum outlining recommended operations, maintenance and capital requirements.

Task 5.1

- Based on the recommendations from Task 4.1, CONSULTANT will draft a service plan for each alternative:
 - Network and Routing Design
 - Stop and Transfer Locations
 - Vehicle Type and Quantity
 - Span and Frequency of Service
 - Estimated operation and maintenance expense;
 - IT infrastructure (reservation/scheduling/dispatch, farebox, security, etc.);
 - Management Structure; and
 - Coordination with other transit providers.

Task 5.2 CONSULTANT will estimate capital costs for each service alternative. Capital components may include fleet, ITS, maintenance and facility needs, safety and security infrastructure, and farebox equipment.

Task 6 Transit-Supportive Infrastructure

Objective Facilities that support access to transit services increase ridership and improve a community's connectivity to needed services and jobs. Pflugerville continues to address its sidewalk and bicycle infrastructure needs, as well as its need to connect to regional services.

Deliverable A technical memorandum that reviews the current plans and findings regarding the City's sidewalk and bicycle infrastructure, and evaluates and recommends infrastructure improvements that are in proximity to recommended transit stops and stations. A technical memorandum describing the site selection process, and preliminary building program and site layout for a transportation center.

Task 6.1 CONSULTANT will review the Pflugerville Master Transportation Plan and other documents for findings regarding pedestrian and bicycle infrastructure. CONSULTANT will coordinate with Pflugerville staff to learn more about the City's pedestrian and bicycle programs. CONSULTANT will evaluate this information in light of the recommended service alternatives.

Task 6.2 CONSULTANT will inventory and assess the quality of pedestrian and bicycle access to recommended transit stops and centers. CONSULTANT will recommend corridors for improvement.

Task 6.3 CONSULTANT will evaluate the feasibility of a transportation center to support commuter and local services:

- CONSULTANT will evaluate three (3) locations for a future transportation center for the commuter bus service site selection criteria, which include access, traffic/congestion impacts, existing and future land use of surrounding area, ownership, potential impact to historic structures or sites, floodplain status, proximity to endangered species, noise, and other environmental criteria;
- CONSULTANT will complete a Title VI site equity analysis requirement, which includes environmental justice review of the preferred site location and its positive and/or negative impacts on the surrounding community.
- CONSULTANT will complete an environmental analysis of the preferred site in accordance with FTA requirements and request an environmental determination.

Task 6.4 CONSULTANT will complete a site and facility schematic to depict site access, circulation, location and size of passenger amenities such as waiting areas and restrooms, parking configuration and joint development space.

Task 7.0 Transit Services Finance and Implementation Plan

Objective CONSULTANT's recognized areas of expertise include financial planning, local/state/and federal funding assistance, and FTA grant management. CONSULTANT's focus is to leverage the maximum amount of local investment against potential federal funding. Given the City's interest in promoting maximum cost-effectiveness and opportunities for federal funding, CONSULTANT also will provide recommendations regarding a number of funding mechanisms intended to reduce local share commitments.

Deliverables A technical memorandum outlining a 5-year budget and funding resources to support the recommended services

Task 7.1 For each mode, CONSULTANT will project capital, maintenance, operations, and administration expenses for a five-year period.

Task 7.2 CONSULTANT also will provide general recommendations regarding the following funding sources or strategies:

- Review the applicability of applying Type A and B tax to support future transit service;
- Review the potential applicability of a Letter of No Prejudice to protect local share value or opportunities to exercise pre-award authority;
- Review the potential use of state Transportation Development Credits in lieu of local share match for eligible capital projects;
- Review the applicability of the FTA's Livable Communities Initiative to identify infrastructure improvements in the vicinity of transit facilities;
- Consider Capital Cost of Contracting to provide transit services and/or maintenance through a private contractor; and
- Evaluate the potential to tap discretionary funding sources such as STP- MM.

Task 7.3 Review and recommend the preferred service expansion option to deliver proposed services. CONSULTANT will consider, among a number of issues, the financial impact to the city per a given organizational structure.

At this time, the potential management structures include: 1) contract for services through Capital Metro; 2) contract for services through Capital Area Rural Transit System (CARTS); 3) privatize service; 4) form a Local Government Corporation; 5) become a direct recipient of federal formula funding; or 6) become a sub-recipient of federal formula funding.

- CONSULTANT will assist the City of Pflugerville to establish its eligibility to become a federal grantee, should it choose this option, by managing process to prove its technical, financial and legal capacity.

Task 8 Policies and Procedures

Objective Organizations that receive financial support as an FTA grantee or sub-recipient are responsible for meeting federal requirements. These requirements are defined in funding program guidance, certifications and assurances, federal circulars, etc. If Pflugerville wants to use federal funding, it will be need to meet these requirements by developing policies and procedures.

Deliverable: A technical memorandum that identifies the policies and procedures that Pflugerville may be required to develop to meets its responsibilities as a recipient of FTA funding or as a participant in the Capital Metro service expansion program.

Task 8.1 CONSULTANT will define performance measures for each service alternative. These may include vehicle and revenue hours and miles, number of trips per revenue hour of service, number of late or missed trips, on-time performance, number of safety incidents (accidents, injuries, and fatalities).

Task 8.2 CONSULTANT will identify policies that Pflugerville will be required to develop as a recipient of federal and/or Capital Metro administered funding. These may include policies related fare, fare media, and processes for changing fares; policies related to ensure the rights of disabled individuals such as a Half Fare policy and ADA-eligibility process; policies relating to Title VI; and requirements related to regional coordination.

ATTACHMENT B-1

APPROVED PROJECT BUDGET

Activity Line Item Number	Activity Description	Quantity	Federal Amount	Non-Federal Amount*	Total Amount
1	Review Regional Connectivity, Coordination and Transit Studies	1	\$5,600	\$1,400	\$7000
2	Develop and Execute a Public Participation Process	1	\$18,400	\$4,600	\$23,000
3	Identify Transit Needs and Patterns	1	\$19,200	\$4,800	\$24,000
4	Service Alternatives	1	\$12,000	\$3,000	\$15,000
5	Service Plan	1	\$8,000	\$2,000	\$10,000
6	Transit Supportive Infrastructure	1	\$23,200	\$5,800	\$29,000
7	Transit Services Finance Plan and Service Expansion Option	1	\$13,600	\$3,400	\$17,000
8	Policies and Procedures	1	\$3,200	\$800	\$4000
Total:			\$103,200	\$25,800	\$129,000

* List Source of Funds

City of Pflugerville General Fund (FY 2015)

ATTACHMENT C-1

FEDERAL GRANT TERMS

The Subrecipient will comply with the applicable federal grant requirements set forth in this Attachment. To the extent applicable, these provisions supersede and take precedence over any other clause or provision contained in this PGA that may be in conflict therewith. All references to "Contractor" herein shall refer to the Subrecipient and all references to the "Authority" shall refer to Capital Metro. The term "contract" shall mean and refer to this PGA.

1. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

(a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under the contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) above.

(c) Withholding for Unpaid and Liquidated Damages. The Authority shall upon the Authority's own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payroll and Basic Records.

(1) Payroll Records. The Contractor or subcontractor shall maintain payroll records during the course of the Project and shall preserve them for a period of three (3) years from the completion of the Project Term for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 209 C.F.R. 5.5(a)(3) implementing the Davis-Bacon Act.

(2) Inspection. The records to be maintained under paragraph (d)(1) of this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority, the Federal Transit Administration, or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(3) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) above, and also a provision requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) above.

2. TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the Contractor for itself, its assignees and successors in interest agrees as follows:

(a) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement 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 shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor under the contract until the contractor complies; and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions. The Contractor shall include the provisions of paragraph (a) through (f) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.

3. CLEAN AIR AND WATER ACT

(a) Definitions:

(1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(2) "Clean air standards," as used in this clause means:

(i) any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) an applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)]; or

(iii) an approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].

(3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) clean air or water standards; or

(ii) a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, sued in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 3098 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract.

(2) that no portion of the work required by the prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) to use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) to insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

4. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

5. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

6. BUY AMERICA

This contract is subject to the Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended ("Buy America Act"), and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this contract.

7. FLY AMERICA

This contract is subject to the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118 ("Fly America Act") and its implementing regulations 41 C.F.R. 3.01-3.6. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this contract.

8. CARGO PREFERENCE

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

(b) The Contractor agrees to furnish, within thirty (30) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in Section 4.1, Minimum Percentage, above, to both the Contracting Officer of Capital Metro (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. SW, Washington, DC 20590, marked with appropriate identification of the project.

(c) The Contractor agrees to insert the substance of the provisions of this Paragraph 8 in all subcontracts issued pursuant to this contract.

9. AUDIT AND INSPECTION OF RECORDS

(a) The Contractor shall maintain records, and the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the contract, for the purpose of making audit, examination, excerpts and transcriptions.

(b) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transactions.

10. RESTRICTIONS ON LOBBYING

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 301 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Authority.

11. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

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

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

(3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;

- (4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
- (5) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;
- (7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (a) 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 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 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.
- (b) 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.
- (c) The Contractor agrees to include the above two clauses in each subcontract associated with this contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The Contractor agrees to include the above clause in each subcontract associated with this contract. The clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. NOTICE OF FEDERAL REQUIREMENTS

(a) The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

(b) The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract.

15. RECYCLED PRODUCTS

The contractor agrees to comply with all of the requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 C.F.R 247, and Executive Order 12873, as they apply to procurement of items designation in Subpart B of 40 C.F.R. part 247.

16. DAVIS BACON ACT

(40 USC § 3141-3144, 3146, and 3147 (2002), as amended by Pub. L. 109-284)

(The language in this clause is mandated under the DOL regulations at 29 C.F.R. § 5.5 (2013))

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Transit Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a

party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees —(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in

his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

17. SEISMIC SAFETY REGULATIONS

Subrecipient 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 Subrecipient also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.


18. PRIVACY ACT

(a) The Subrecipient agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Subrecipient agrees to obtain the express consent of the Federal Government before the Subrecipient or its employees operate a system of records on behalf of the Federal Government. The Subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the PGA.

(b) The Subrecipient agrees to include the above clause in each subcontract associated with this Agreement. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ATTACHMENT D-1

Service Expansion Policy and Guidelines

	POLICY NAME	Issued: June 2008 Revised: April 2014 Approved by:
PURPOSE		
<p>This policy revises the Capital Metropolitan Transportation Authority (Capital Metro) service expansion policy adopted in June 2008 and defines five approaches for service to jurisdictions within the urbanized area that are not currently served by Capital Metro. The first approach, joining Capital Metro, provides the preferred option for service; however, jurisdictions may not have the capacity to participate through a dedication of 1% local sales tax. For those jurisdictions, the remaining approaches provide options for service and would allow Capital Metro to distribute Section 5307 funds to non-member jurisdictions equitably.</p>		
POLICY		
<p>The Capital Metropolitan Transportation Authority (Capital Metro) service expansion policy for jurisdictions within the urbanized area, but outside the service area includes the following five options:</p> <ol style="list-style-type: none">1. Join Capital Metro: A municipality, county or part of a county receives voter approval to join the Capital Metro service area and dedicates 1% local sales tax for transit.2. Contract for Service: Service contracts allow Capital Metro to provide service through an interlocal agreement between the jurisdiction and Capital Metro. The jurisdiction pays the cost of service, with a credit given to the jurisdiction for Section 5307 eligible expenses. Jurisdictions that contract for service are eligible to receive Capital Metro service through the most appropriate contract service provider.3. Form a Local Government Corporation (LGC): Capital Metro and one or more jurisdictions may enter into an agreement to form an LGC, whereby the local jurisdiction and Capital Metro would establish a board of directors to oversee transit initiatives in the agreed upon area. Capital Metro would provide Section 5307 funding, while the local jurisdiction would provide local funds, such as general revenue, 4B sales tax or private sector funding.4. Become a FTA Sub-Recipient: Sub-recipients contract directly with a service provider and seek reimbursement for the federal portion of Section 5307 eligible expenses through Capital Metro. Capital Metro maintains responsibility for federal compliance, certifications and related coordination with FTA. Sub-recipients are eligible to receive service through the most appropriate contract service provider.5. Become a Direct Recipient: Direct recipients receive Section 5307 funds directly from FTA for eligible expenses. The recipient is responsible for the management of funds and assumes all responsibility for federal compliance, certifications and local match. <p>All agreements for service under this policy must be approved by the Capital Metro Board of Directors and must meet the minimum requirements established in the appendices, which provide further guidelines. The appendices are included as reference for procedures only and are not adopted as part of this policy.</p>		

[Links to Related Forms:](#) Appendix A and B

Capital Metropolitan Transportation Authority Service Expansion Policy

Appendix A: Guidelines for Service Expansion

To ensure that the service expansion policy is implemented in a manner that achieves regional goals, a program has been developed to provide guidelines to administer Section 5307 funds. Capital Metro is responsible for administering the program, but all projects will receive regional input by the Regional Section 5307 Review Team.

Allocation of Funds

Each year, Capital Metro will determine the amount of Section 5307 funds allocated to the region by FTA. As with the FTA Section 5307 apportionment method, Capital Metro will use population, population density, low income population and vehicle revenue miles to determine the amount of funds designated to the Capital Metro service area and to the urbanized area outside of the service area. Once the calculation and resulting figures are approved by the Capital Metro Board, Capital Metro's portion will be subtracted and jurisdictions will be informed of the amount available to the non-member jurisdictions in the Austin UZA.

Call for Projects

Following board approval of funding, Capital Metro will then issue a call for projects. The call for projects shall be aligned as closely as possible to the CAMPO Transportation Improvement Plan (TIP) cycle and the FTA funding cycle. Non-member jurisdictions that are currently participating in an agreement for service with Capital Metro will not be required to compete for funding existing service, but the jurisdictions are required to provide the information detailed in the *Applications for Continuing Service* section of these guidelines.

All applications received by Capital Metro will be reviewed by the Regional Section 5307 Review Team. The team will consist of five members, including one person from each of the following organizations: Capital Metro, CAMPO, TxDOT, CARTS and CAPCOG, who will score, rank and consider the most optimum distribution method by which to administer the available funds to the requesting jurisdiction. Recommendations will be provided to the Capital Metro Board for consideration and approval. Following approval by the Capital Metro Board, a program of projects will be submitted to CAMPO for inclusion into the regional Transportation Improvement Program (TIP).

The review process will be based on criteria developed for new service and for continuing service. Applications for new service include jurisdictions that are not currently participating in an agreement for service with Capital Metro, but wish to begin service. Applications for continuing service includes those jurisdictions already participating in an agreement for service with Capital Metro that wish to continue or modify service.

Applications for New Service:

Jurisdictions that are not currently participating in an agreement for service, but wish to begin service shall provide Capital Metro with assurances and data that demonstrate there is sufficient support and need for the project. Applications shall include the following:

1. A resolution demonstrating intent of commitment through City Council, Commissioners Court or equivalent policy-making body formal action. The resolution will provide assurances of the following:
 - Funding Commitment: The jurisdiction must provide proof of local match for no less than one year of the program.
 - Community Support: This formal commitment will ensure that there is sufficient community and stakeholder support for the service.
 - Support of a Regional Fare Structure: The resolution will include confirmation that the fare structure for the proposed service will be consistent with existing regional fares. All service provided by Capital Metro will use the most current fare structure approved by the Capital Metro Board of Directors.
 - Acknowledgement of ADA Complementary Paratransit Service Needs: For local fixed-route projects only, the resolution shall also address the requirement to provide ADA complementary paratransit service. Service providers are required to fulfill any ADA complementary paratransit request from an ADA-qualified passenger for an ADA-eligible trip. For service provided by Capital Metro's paratransit service (MetroAccess), jurisdictions will be required to reimburse Capital Metro for the fully allocated cost per vehicle hour related to MetroAccess service.
2. A three-year (minimum) Transit Development Plan (TDP), which is a plan that identifies transit needs, analyzes service options and financing, and provides recommendations for service. Guidelines for developing a TDP can be found in *Appendix B*.

Capital Metro shall provide technical assistance as needed to develop the TDP. Technical assistance may include service planning, financial planning and capital planning. Capital Metro will also review all TDPs to confirm that the guidelines have been followed and to ensure consistency. FTA Section 5307 funds may be used to support planning efforts for the TDP.

3. Applicants may be asked to provide additional information pursuant to FTA requirements. Applicant choosing the FTA sub-recipient option for service will commit to being a "sub-recipient" for purposes of compliance with federal contracting requirements, including the provisions of U.S. Department of Transportation Federal Transit Administration Circular (FTA Circular 4220.1F) and any other applicable federal contracting requirements.

Applications for Continuing Service:

Jurisdictions that are currently participating in an agreement for service with Capital Metro and wish to continue providing the service, or make adjustments to the service, shall provide an administrative update to the TDP once a year. *Appendix B* contains the guidelines for yearly administrative updates. Projects that meet the requirements and demonstrate achievement of the goals of the TDP should expect

to receive continued funding for the program as long as federal funding is available and in the amount that can support continued service.

Capital Metropolitan Transportation Authority Service Expansion Policy

Appendix B: Guidelines for the Transit Development Plan (TDP)

Transit development plans provide recommendations for transit service in a jurisdiction. The plan helps to identify the transit service needs of an area that are not being met or that are not sufficiently met by existing services. The TDP also assists in developing and evaluating transit system alternatives and must include a financing plan. All TDPs must be adopted by the local jurisdiction's City Council, Commissioners Court or equivalent policy-making body.

TDPs developed for service expansion with Capital Metro are required to cover at least three years of service and will be updated yearly. Yearly updates will allow Capital Metro staff to evaluate performance of the service based on the measures identified in the TDP and to determine if changes are needed.

Capital Metro shall provide technical assistance as needed to develop the TDP. Technical assistance may include service planning, financial planning and capital planning. Capital Metro will also review all TDPs to confirm that the guidelines have been followed and to ensure consistency. FTA Section 5307 funds may be used to support planning efforts for the TDP.

TDPs developed for service expansion will include:

- Mission and goals
- Documentation of a public participation process
- Review of state and local transportation plans and the relationship to other plans and policies
- Explanation of connections to the regional system and regional goals
- Identification of areas for coordination with other local agencies, local communities and/or private entities
- Explanation of how service will be integrated in a regional intermodal network that increases connectivity, closes gaps and minimizes duplication of service
- Analysis of transit supportive growth patterns
- Analysis of multimodal accommodations that support transit service, such as bicycle and pedestrian facilities
- Estimates of the demand for transit service
- Performance evaluation of any existing service
- Analysis of service alternatives, including the financial impacts of each alternative
- Maps of the areas to be served and types and levels of service
- Three year program of strategies and policies to support the proposed service
- Three year financing plan

Additionally, jurisdictions must develop a monitoring program to track performance of the proposed service. This monitoring program will be included in the TDP document. The monitoring program shall include measures on system performance, quality of service and level of customer satisfaction. The measures shall be based using generally accepted transit performance measures, such as:

- Ridership
- On-time performance
- Passengers per mile
- Number of complaints received from customers
- Call center performance
- Number of accidents
- Number of vehicle breakdowns
- Complementary ADA service missed trips
- Complementary ADA service delays
- Revenue, expenses and cost recovery
- Cost per vehicle mile
- Revenue per passenger and revenue per mile

Yearly updates to the TDP shall be in the form of a progress report and shall include:

- Detailed description of goals achieved
- Analysis of inconsistencies between the TDP and its implementation
- Analysis of service based on performance measures identified in the monitoring program
- Description of any proposed changes to service for the upcoming year
- Revisions to the strategies and policies, if needed
- Revisions to the financial plan