

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, JUNE 4, 2019, 7:00 PM  
CITY HALL COUNCIL CHAMBERS

1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Approval of Minutes. RECOMMENDATION: Approve the minutes from the May 7, 2019 Committee of the Whole meeting.
4. Hunter Street Speed Limit Petition. RECOMMENDATION: Discuss and action as appropriate.
5. Bids for Demolition and Abatement of Old Safeguard Building. RECOMMENDATION: Review bids and recommend as appropriate to Common Council.
6. Safeguard Grant Award Contracts. RECOMMENDATION: Review and recommend to Common Council approval of Safeguard Grant Award contract with Wisconsin Economic Development Corporation and authorize appropriate signatures. (contract documents forthcoming)
7. 2019 Federal and State Taxi Grant Contract Amendments. RECOMMENDATION: Recommend to Common Council to approve the amended 2019 federal and state taxi grants as presented and authorize the appropriate signatures.
8. Farmers Market Food Vending Permitting & Special Event Related Municipal Code. RECOMMENDATION: Discuss and action as appropriate.
9. Motion to convene into closed session pursuant to Wis. Stat §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and pursuant to Wis. Stat. §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Budgeting and financial matters related to Police Department Investigation Complaint Matter and Union Grievance).
10. Reconvene into open session and take appropriate action resulting from closed session discussion.
11. Adjourn.

*In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.*

DATE: 5/23/2019

TO: Mayor and Committee Of The Whole

FROM: Scott Zabel

**RE: Speed Limit Petition for N. Hunter**

BACKGROUND: City staff was directed to contact the Town of Berlin to discuss the petition to lower the speed limit on N. Hunter St. from Broadway St. to N.W. Cumberland St. The City of Berlin has total jurisdiction from Broadway St. to the School Forest then shares jurisdiction with the Town of Berlin. Bob Bahn and I both agree that the 35 mph speed limit is not excessive to the surroundings. Bob also stated that if the City Council decided to lower the speed limit the township would also. At last months meeting there was a question regarding the distance between speed limit signs. The Manual on Uniform Traffic Control Devices states that on rural roadways 40 mph and less require a reminder sign every mile, the current distance is roughly 2800 ft. which is well below the 1 mile requirement. We have all seen people walking on roads in townships and municipalities where the speed limit is 35, 45, and even 55 mph, the traffic will typically adjust speed and course to allow safe passage. In my experiences you will also see pedestrians on these roads walk against traffic and usually move away from the oncoming traffic. The speed study performed by the BPD on N. Hunter St. indicated that the average speed going north and south bound were under the posted speed limit of 35 mph.

RECOMMEDATION: Discussion and action as appropriate, Town of Berlin Chairman and Berlin Public Works Superintendent feel no changes to the current 35 MPH zone are warranted at this time.

# BERLIN POLICE DEPARTMENT

Chief Dennis W. Plantz ★ ★ ★

108 N. Capron St., P.O. Box 291

Berlin, WI 54923

Telephone: 920-361-0444 • Fax: 920-361-4313

*SERVICE TO THE COMMUNITY IS OUR PRIMARY BUSINESS*

To: Mayor Richard Schramer

Berlin City Council – Committee of the Whole

Jodie Olson Berlin City Administrator

From: Dennis Plantz

Chief of Police

Berlin Police Dept.

Date: May 23<sup>rd</sup>, 2019

RE: N. Hunter St. Speed Petition

I have been asked to provide my professional opinion in reference to the N. Hunter St. speed petition. As outlined in my presentation at the May 14<sup>th</sup>, 2019 Berlin City Council Meeting, the average speeds as acquired by the speed display board on N. Hunter St. near Hunters Pond are 25.07 mph for northbound traffic and 30.83 mph for southbound traffic.

I am familiar with the topography, traffic volume of vehicles and pedestrians, as well as, the demographics of the area. I have personally monitored traffic in the area on a daily basis, and I find no real compelling reason other than perception that the speed limit should be changed. It is understood that periodically there is a vehicle travelling well in excess of the speed limit, but I believe that would continue regardless of what the speed limit would be. I do empathize with the residents and understand that we all want to make our neighborhoods as safe as possible. The Berlin Police Department continues to monitor traffic on N. Hunter St., and will assist where available to slow traffic.

Respectfully,

Chief Dennis W. Plantz



[www.cityofberlin.net](http://www.cityofberlin.net)

DATE: May 29, 2019

TO: Mayor and Common Council

FROM: Lindsey Kemnitz

RE: Safeguard Grant and RFP

**BACKGROUND:**

City of Berlin has been approved for the Wisconsin Economic Development Corporation (WEDC)- Site Assessment Grant (SAG) up to \$131,600. The City needs to provide 20% matching funds which include \$22,945 from DNR Wisconsin Assessment Monies and maximum of \$3,400 from the City of Berlin. With a total project cost of \$157,945. The City received the bids for the demolition and abatement for the old safeguard property. Below is a tally bid sheet of the three bids the City received.

Recommendation: Approve WEDC contract for grant up to \$131,600 for demolition, abatement, and further site investigation for 114 Pierce Street and 119 Commercial Street (if provided). Accept staff's recommendation for the RFP for the demolition and the abatement for 114 Pierce Street and 119 Commercial Street to Egbert Excavating.

**Demolition and Abatement for Old Safeguard Building**

Name of Company	Abatement Work	Erosion Control	Cap Utilities	Demolition 2' below grade	Grade site and gravel	Completion Date	Bid
Kopplin & Kinas #1	X	X	X	X	X	July 5th for Substantial	\$147,240.00
Egbert Excavating	X	X	X	X	X	July 19th Completion	\$82,500.00
Kopplin & Kinas #2	X	X	X	X	X	December 15 Substantial	\$131,160.00

**DATE: May 30, 2019**

**TO: Committee of the Whole**

**FROM: Jodie Olson**

**RE: 2019 Federal and State Taxi Grant Contract Amendments**

BACKGROUND: Please see the e-mail below from the DOT which explains that there was a funding distribution calculation error that changed some of the contract figures. The federal taxi grant amount of \$103,032 did not change; however, there were changes in the figures on Attachment A. The state taxi grant decreased \$414 to \$53,447. We just need to reapprove the contracts with the changes.

RECOMMENDATION: Recommend to Common Council to approve the amended 2019 federal and state taxi grants as presented and authorize the appropriate signatures.

**From:** Reuter, Chadwic D - DOT [<mailto:Chadwic.Reuter@dot.wi.gov>]

**Sent:** Friday, May 17, 2019 7:56 AM

**To:** Hirshfeld, Steve - DOT; Lange, Kevin V - DOT

**Subject:** REVISED 2019 FUNDING DISTRIBUTION 5-17-19

**Importance:** High

Ever had one of those weeks?

Yesterday, we notified Tier B systems in the state that there was a budget error in their funding distribution. Two more errors were found later in the day, so we are sending out another revision of the state 85.20 agreement. Thankfully, federal (5307) amounts are still not affected for Tier B.

The bright side of this is that the Tier B systems that had lost some funds in the update yesterday regained some funds in this update. The net effect of the two changes is maddeningly small for some of you – but we need to work it out now instead of after the grant agreements are executed and payments sent out.

In addition, it appears that a few Tier C applicants' revenue numbers were not accurately reflected in the previous funding distribution. So I've attached a revised distribution on this e-mail that reflects the final grant amounts for all systems. Tiers A1/A2 were not affected.

All Tier C systems will require new federal and state grant agreements so that all documents include correct (and consistent) information. Those will be going out today, as well.

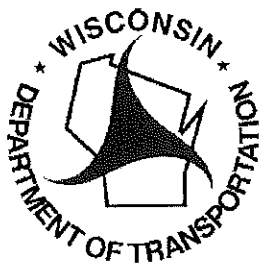
I am very sorry about the confusion and re-work some of you will have to do to get the documents signed.

In March, I had sent out a draft funding distribution for everyone to review. These errors were not brought to our attention at that time. In the future, please take the time to review the draft

distribution so we do not have these errors later on. I am making notes for next year on what WisDOT can do to prevent this from happening...but I'll take all the help I can get (obviously).

Thanks, as always, for your patience, understanding, and hard work to provide transit services to Wisconsin residents!!

Chad Reuter  
Transit Section Lead Worker  
Bureau of Transit, Local Roads, Rails, and Harbors  
Wisconsin Department of Transportation  
(608) 267-7345  
[chadwic.reuter@dot.wi.gov](mailto:chadwic.reuter@dot.wi.gov)



Wis. Stats. 85.20 (State ID: 395.17700)  
Urban Mass Transit Assistance - Operating  
2019 Program Grant Agreement  
City of Berlin

## Grant Agreement

### Information and Signature Page

#### Parties to the Agreement:

This Grant Agreement is made by and between the State of Wisconsin Department of Transportation ("the Department") and the City of Berlin ("the Recipient") that operates a public mass transit system ("Transit System").

#### Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2019 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

#### Period of Performance:

January 1, 2019, through December 31, 2019

#### Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$53,447.**

**This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.**

#### RECIPIENT

(Please attach additional signatures on a separate sheet, if required by local regulations)

#### STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

Division of Transportation Investment Management

4822 Madison Yards Way, 6<sup>th</sup> Floor South

P.O. Box 7913

Madison, WI 53707-7913

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Contact: \_\_\_\_\_

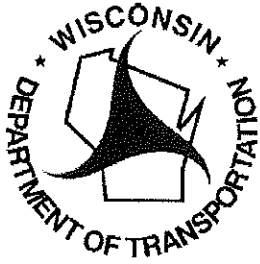
Signature: \_\_\_\_\_

Name: Ian Ritz

Title: Transit Section Chief

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

Contact: (608) 266-0189



## Grant Agreement

### Outline

**Section I: RESPONSIBILITIES OF THE DEPARTMENT**

A general statement of the Department's responsibilities to the Recipient.

**Section II: RESPONSIBILITIES OF THE RECIPIENT**

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

**Section III: ACCOUNTING, RECORDS, AND AUDIT**

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) financial accounting and record-keeping requirements, record maintenance and reporting requirements, and audit procedures.

**Section IV: TERMINATION OF AGREEMENT**

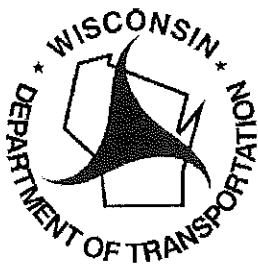
Statements concerning various ways this Grant Agreement may be terminated.

**Section V: ADDITIONAL DOCUMENTS**

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.

**The Recipient must review each additional document and initial that the Recipient has reviewed and understands the content and responsibilities included in the additional documents.**





## Grant Agreement

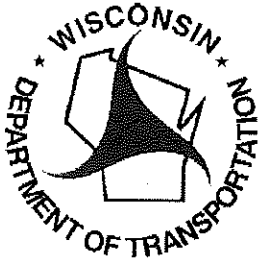
### Main Provisions

#### Section I: RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

#### Section II: RESPONSIBILITIES OF THE RECIPIENT

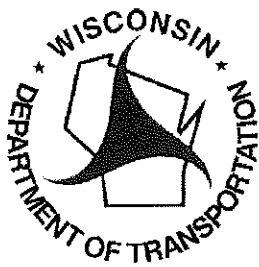
- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold any and all payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. The Recipient agrees to pay the total operating deficit of the Transit System as its bills become due. If the Recipient contracts for mass transit service with a privately-owned company, the Recipient shall pay the privately-owned company in accordance with actual monthly operating expenses.
- C. The Recipient shall require the Transit System to provide reduced-fare programs for elderly and handicapped persons during nonpeak hours, and shall ensure compliance with that requirement. Such reduced fares may not exceed one-half of the full adult cash fare applicable during peak hours of operation. This requirement is not applicable if the Transit System is a shared-ride taxi system.
- D. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- E. The Recipient shall require the Transit System to determine "total passenger trips" taken during the calendar year in accordance with the procedures set forth in Ch. Trans 3, Wis. Admin. Code, and with the provisions of the Transit Management Plan contained in the Recipient's 2019 application for operating assistance which is made part of this Contract by reference, and shall ensure compliance with that requirement.



- F. The Recipient may not assume expenditures outside the Period of Performance of this Grant Agreement unless the Recipient has sought prior written approval from the Department and has received that approval from the Department.
- G. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.
- H. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.
- I. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- J. The Recipient shall, if other local public bodies contribute assistance to the operation of the Transit System, allocate the state aids received under this Contract among the contributors in proportion to their contributions as shown in Attachment A.

### **Section III: ACCOUNTING, RECORDS, AND AUDITS**

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. The Recipient shall submit a year-end statement of expenses and revenues to the Department by the requested date.
- C. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the

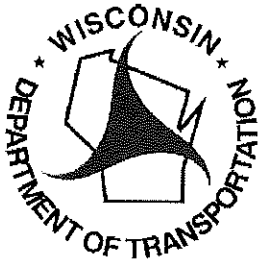


charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- D. The accounts and records as required above shall be retained until the Department completes its final audit and shall be available upon request by the Department or its designee for inspection and audit purposes.
- E. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

#### **Section IV: TERMINATION OF AGREEMENT**

- A. The Department may terminate this Grant Agreement at any time that the Secretary of the Department of Transportation determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination, not to exceed 60% of the total operating costs.



Wis. Stats. 85.20 (State ID: 395.17700)  
Urban Mass Transit Assistance - Operating  
2019 Program Grant Agreement  
City of Berlin

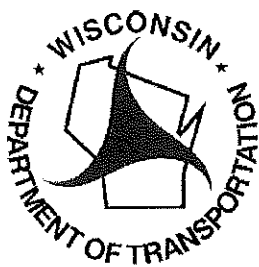
## Section V: ADDITIONAL DOCUMENTS

**Initial next to each item to indicate that you understand both the content and your responsibilities according to each document.**

A. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement – review each document and initial that you understand both the content and your responsibilities under each:

- \_\_\_\_\_ 1. Program-Specific Requirements
- \_\_\_\_\_ 2. Attachment A: Schedule of Payments



Wis. Stats. 85.20 (State ID: 395.17700)  
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## Program-Specific Requirements

Wis. Stats. 85.20 – Tier B Systems

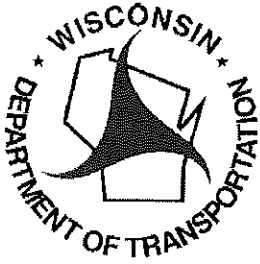
### Section I: PROJECT REQUIREMENTS

- A. The Department agrees to pay the lesser of:
1. The Grant Agreement maximum, as identified on the Information and Signature page.
  2. The nonfederal share of the Recipient's audited operating deficit.
  3. Five times the amount of the Recipient's local contribution as defined under sec. 85.20(4m)(b), Wis. Stats. This provision does not apply if the Transit System is a shared-ride taxi system.

The Recipient's combined state and federal operating assistance shall not exceed 65% of audited operating expenses. The Department shall determine the Transit System's operating expenses and operating deficit. Such determinations by the Department shall be made in accordance with generally accepted accounting principles and practices. The allowable federal share of the operating deficit will also be determined by the Department. The Department may reduce state payments if requested reimbursements are expected to result in assistance exceeding 65% of operating expenses.

This Grant Agreement will be amended to reduce state payments if sufficient funds are not made available under sec. 20.395, Wis. Stats.

- B. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.
- C. Payments from The Department to the Recipient shall be made in accordance with Attachment A, subject to the maximum payment listed on the Information and Signature page of this Grant Agreement.
- D. During the audit process, an adjustment of payments will be made based upon the year-end financial statement submitted by the Recipient. The year-end financial statement shall reflect the operating revenues and expenses incurred by the Transit System for the



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Period of Performance after the books for that year have been closed. If, based on the year-end financial statement, payments made by the Department are less than the contracted amount of eligible operating expenses of the Transit System, and less than the nonfederal share of the operating deficit of the Transit System, the Department will pay the Recipient the amount withheld per Attachment A, or a sum sufficient to bring the Department's total payments, when combined with the federal share, to 60% of eligible operating expenses, or a sum sufficient to bring the Department's total payments up to the nonfederal share of the operating deficit, whichever sum is less.

- E. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum as started on the Information and Signature Page, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed on the Information and Signature Page of this Grant Agreement.
- F. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not filed any report required as noted above, until such time as the report is filed in the manner and form prescribed.
- G. The Recipient shall send to the Department all contracts between the Recipient and any third party vendor receiving funds under this agreement. The Department shall review such contracts and determine their conformance with the provisions of this agreement.
- H. If the Recipient contracts for transportation service with a third party, the Recipient shall pay the third party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.
- I. The Recipient agrees that the Transit System will be managed and operated in accordance with the provisions of the Transit Management Plan contained in the Recipient's 2019 application for operating assistance and that the full application is made part of this Grant Agreement by reference. Modifications to the 2019 Transit Management Plan may be proposed by either the Recipient or the Department.
- J. A request by the Recipient to modify the 2019 Transit Management Plan must be submitted in writing to the Department in a manner prescribed by the Department, and

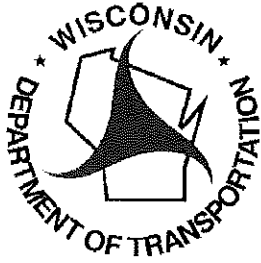


Wis. Stats. 85.20 (State ID: 395.17700)  
Urban Mass Transit Assistance - Operating  
2019 Program Grant Agreement  
City of Berlin

must be received by the Department at least 14 calendar days prior to the planned implementation date of the proposed change.

- K. If the Department determines that a proposed modification is a "substantive change" to the 2019 Transit Management Plan, and the Department approves such a "substantive change," the Department shall prepare an amendment to this Grant Agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the 2019 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed.
- L. If the Department determines that a proposed modification to the 2019 Transit Management Plan is a "non-substantive change," the Department shall authorize the Recipient to implement the change, and a formal amendment to this Grant Agreement shall not be required.
- M. A request by the Department to modify the 2019 Transit Management Plan must be submitted in writing to the Recipient at least 28 calendar days prior to the planned implementation date of the proposed change. Within 21 calendar days of receipt of such a request, the Recipient shall respond to the Department's request. If the Recipient agrees to the Department's request, then this Grant Agreement will be modified accordingly and the change implemented.
- N. WisDOT Contact:

Title:	Program Manager for Public Transit
Address:	Attn: Kevin Lange, 5311 Program Manager 4822 Madison Yards Way, 6 <sup>th</sup> Floor South P.O. Box 7913 Madison, WI 53707-7913
Contact:	(608) 266-2365   kevin.lange@dot.wi.gov



Wis. Stats. 85.20 (State ID: 395.17700)  
Urban Mass Transit Assistance - Operating  
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City of Berlin

## Attachment A: Schedule of Payments

Wis. Stats. 85.20 – Urban Mass Transit Assistance

### A. Award Details:

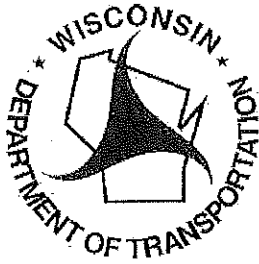
<b>Total Budgeted Expenses</b>	<b>\$284,028</b>
<b>Total Anticipated Revenues</b>	<b>- \$77,965</b>
<b>Total Anticipated Net Deficit</b>	<b>= \$206,063</b>
<b>5311 Grant Allotment</b>	<b>\$103,032</b>
<b>85.20 State Assistance</b>	<b>\$53,447</b>
<b>*Estimated Local Match</b>	<b>\$49,584</b>

\*Local Share estimated, actual expenses and revenues will determine the local contribution.

### B. Schedule of Payments:

<b>Period</b>	<b>Scheduled Amount</b>	<b>Estimated Payment Date</b>
<b>1<sup>st</sup> Payment (Quarter 1)</b>	<b>\$ 13,362</b>	<b>June 5, 2019</b>
<b>2<sup>nd</sup> Payment (Quarters 2-4)</b>	<b>\$ 40,085</b>	<b>August 30, 2019</b>
<b>Total</b>	<b>\$ 53,447</b>	





Federal Transit Administration §5311  
Formula Grants for Rural Areas - Operating  
2019 Program Grant Agreement  
City of Berlin  
DUNS: 8519626

## Grant Agreement

### Information and Signature Page

#### Parties to the Agreement:

This Grant Agreement is made by and between the State of Wisconsin Department of Transportation ("the Department") and the City of Berlin ("the Recipient").

#### Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2019 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

#### Period of Performance:

January 1, 2019, through December 31, 2019

#### Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$103,032.**

**This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.**

RECIPIENT

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION  
Division of Transportation Investment Management  
4802 Sheboygan Avenue, Room 951  
P.O. Box 7913  
Madison, WI 53707-7913

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Contact: \_\_\_\_\_

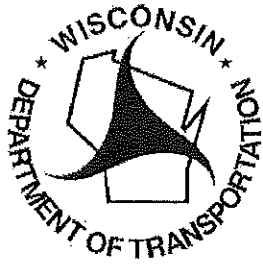
Signature: \_\_\_\_\_

Name: Ian Ritz

Title: Transit Section Chief

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

Contact: (608) 266-0189



## Grant Agreement

### Outline

**Section I: RESPONSIBILITIES OF THE DEPARTMENT**

A general statement of the Department's responsibilities to the Recipient.

**Section II: RESPONSIBILITIES OF THE RECIPIENT**

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

**Section III: ACCOUNTING, RECORDS, AND AUDIT**

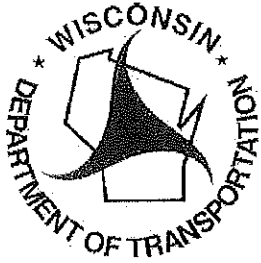
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**Section IV: TERMINATION OF AGREEMENT**

Statements concerning various ways this Grant Agreement may be terminated.

**Section V: ADDITIONAL DOCUMENTS**

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.



Federal Transit Administration §5311  
Formula Grants for Rural Areas - Operating  
2019 Program Grant Agreement  
City of Berlin  
DUNS: 8519626

## **Grant Agreement**

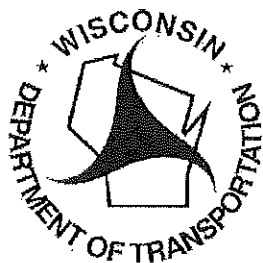
### **Main Provisions**

#### **Section I: RESPONSIBILITIES OF THE DEPARTMENT**

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

#### **Section II: RESPONSIBILITIES OF THE RECIPIENT**

- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold any and all payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. All assets procured with program funds shall comply with Department rules regarding satisfactory continuing control as prescribed in Department grant application and program materials. Vehicles purchased with state funding or a combination of federal and/or state funding will be an asset of record with the Department and shall comply with Department policies.
- C. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- D. The Recipient may not assume expenditures outside the Period of Performance of this Grant Agreement unless the Recipient has sought prior written approval from the Department and has received that approval from the Department.
- E. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.

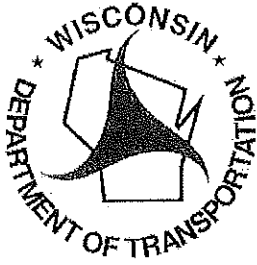


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- F. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- G. Before purchasing services or capital items from a third party with funds from this grant, the Recipient will contact the Department in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Department's web site at:  
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>.
  - 1. The Recipient must obtain Departmental approval for pre-solicitation and post-solicitation procurement activities.
  - 2. The Recipient must notify the Department in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase, as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
  - 3. As requested by the Department, the Recipient will provide to the Department written documentation of the solicitation process. Upon review, the Department will issue written approval to the Recipient to make the award.

### **Section III: ACCOUNTING, RECORDS, AND AUDITS**

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. The Recipient shall submit a year-end statement of expenses and revenues to the Department by the requested date.
- C. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the



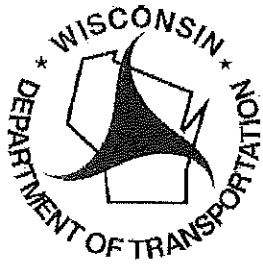
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charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- D. The accounts and records as required above shall be retained until the Department completes its final audit and shall be available upon request by the Department or its designee for inspection and audit purposes.
- E. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

#### **Section IV: TERMINATION OF AGREEMENT**

- A. The Department may terminate this Grant Agreement at any time that the Secretary of the Department of Transportation determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination.



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## Section V: ADDITIONAL DOCUMENTS

**The Recipient shall review and understand the content and responsibilities of all the documents listed in Section V of this Grant Agreement.**

### A. Incorporated Documents

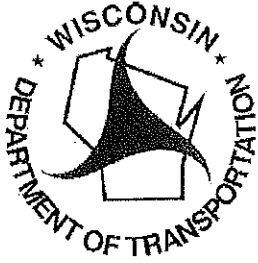
The following documents are *incorporated by reference* and made part of this Grant Agreement:

1. Recipient's current year approved application and application guidelines
2. *Federal Transit Administration Master Agreement, FTA MA(25), October 1, 2018* (federal programs only)
3. *Certifications and Assurances*, as applicable to the Recipient's selected project (federal programs only)

### B. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement:

1. Program-Specific Requirements
2. Attachment A: Funding Allocation
3. Attachment B: Federal Clauses



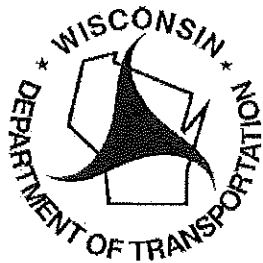
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## Program-Specific Requirements

Section 5311 grant program

### Section I: PROGRAM REQUIREMENTS

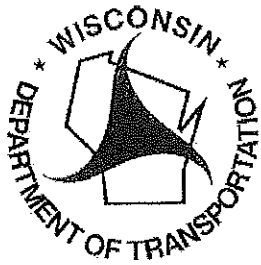
- A. The Recipient is responsible for adhering to the federal laws and regulations prescribed in the Federal Transit Administration Master Agreement, FTA MA(25), October 1, 2018.
- B. The Recipient agrees to comply with all federal statutes relating to Civil Rights and nondiscrimination, as applicable. The Recipient is required to create, maintain and comply with a Title VI Plan that has been approved by WisDOT.
- C. The Recipient agrees to comply with all federal and state statutes relating to Equal Employment Opportunity, as applicable.
- D. The Recipient agrees to comply with and participate in Compliance Site Reviews conducted by the State of Wisconsin or authorized contractor.
- E. The Recipient must include the following notification language of federal participation in all its requests for proposals, solicitations, contracts, press releases, brochures, web site(s), or other publications, etc., funded under this grant, based on the source of funding:  
*"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509)".*



## **Section II: PROJECT REQUIREMENTS**

- A. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.
- B. Payments under the terms of this Grant Agreement in based on 49 USC §5311, as amended, and in the Wisconsin Administrative Code, Chapter TRANS 6, which specify that operating assistance grants may not exceed fifty percent (50%) of the operating deficit.
- C. The Department agrees to pay the Recipient the award maximum as stated on page 1 of this agreement, the federal share of sixty-five (65%) of the transit system's audited operating expenses, fifty percent (50%) of the audited operating deficit, or the federal share of the audited project deficit, whichever sum is least. Payments to the Recipient may be reduced by the Department to prevent exceeding the 65% maximum. Operating expenses are determined in accordance with Wisconsin Administrative Code, Chapter TRANS 6, and the cost principles published in 2 CFR 200. Although 2 CFR 200 does not generally recognize advertising as an allowable cost, the nature of transit service requires its promotion to be successful and effective. Consequently, advertising is specifically allowed as an operating expense for the Recipient and contractors under this Grant Agreement.
- D. Payment by the Department to the Recipient shall be made upon submittal of quarterly reimbursement and operations reports by the Recipient to the Department.
- E. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed in this Grant Agreement.
- F. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not filed any report required as noted above, until such time as the report is filed in the manner and form prescribed.





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- G. The Recipient shall send to the Department all contracts between the Recipient and any third party vendor receiving funds under this agreement. The Department shall review such contracts and determine their conformance with the provisions of this agreement.
- H. If the Recipient contracts for transportation service with a third party, the Recipient shall pay the third party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.
- I. The Recipient agrees that the Transit System will be managed and operated in accordance with the provisions of the Transit Management Plan contained in the Recipient's 2019 application for operating assistance and that the full application is made part of this Grant Agreement by reference. Modifications to the 2019 Transit Management Plan may be proposed by either the Recipient or the Department.
- J. A request by the Recipient to modify the 2019 Transit Management Plan must be submitted in writing to the Department in a manner prescribed by the Department, and must be received by the Department at least 14 calendar days prior to the planned implementation date of the proposed change.
- K. If the Department determines that a proposed modification is a "substantive change" to the 2019 Transit Management Plan, and if the Department approves such a "substantive change," the Department shall prepare an amendment to this Grant Agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the 2019 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed.
- L. If the Department determines that a proposed modification to the 2019 Transit Management Plan is a "non-substantive change," the Department shall authorize the Recipient to implement the change, and a formal amendment to this Grant Agreement shall not be required.
- M. A request by the Department to modify the 2019 Transit Management Plan must be submitted in writing to the Recipient at least 28 calendar days prior to the planned implementation date of the proposed change. Within 21 calendar days of receipt of



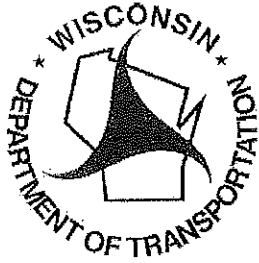
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such a request, the Recipient shall respond to the Department's request. If the Recipient agrees to the Department's request, then this Grant Agreement will be modified accordingly and the change implemented.

N. The Recipient agrees that it will comply with the terms and conditions of the Special Section 5333(b) Warranty for Application (formerly known as Section 13(c)) to the Small Urban and Rural Program as promulgated by the U.S. Department of Labor. The recipient further agrees that it will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

O. WisDOT Contact:

Title:	Program Manager for Public Transit
Address:	Attn: Kevin Lange 4822 Madison Yards Way, 6 <sup>th</sup> Floor South P.O. Box 7913 Madison, WI 53707-7913
Contact:	(608) 266-2365   kevin.lange@dot.wi.gov



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## Attachment A: Funding Allocation

### Section 5311 Grant Program

#### A. Award Details:

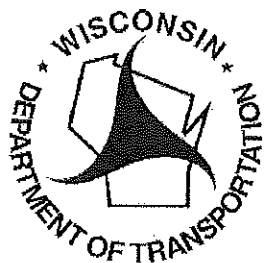
Total Budgeted Expenses	\$ 284,028
Total Anticipated Revenues	\$ 77,965
Total Anticipated Net Deficit	\$ 206,063
5311 Grant Maximum	\$ 103,032
85.20 State Assistance	\$ 53,447
Estimated Local Match	\$ 49,584

\*Local Share estimated, actual expenses and revenues will determine the local contribution.

#### B. Funding Source:

This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509).

- i. Federal Award Agency: **USDOT Federal Transit Administration**
- ii. Pass through entity: **WisDOT, Division of Transportation Investment Management**
- iii. Federal Award Identification Number (FAIN): **1245-2019-3**
- iv. Federal Award Date: **September 4, 2019**
- v. The full amount of the obligated share will be committed upon receipt of this signed grant agreement.



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## Attachment B: Federal Clauses

### Section 5311 Grant Program

#### SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

##### FTA Master Agreement

Federal grant monies (\$103,032) fund this contract, in whole or in part (Section 5311 – CFDA 20.509). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>.

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#### BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)  
49 CFR Part 661

##### Applicability to Contracts

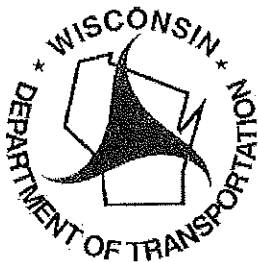
The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language: The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.



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**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



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### **CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)  
49 CFR Part 604**

#### **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases.

**Flow Down Requirements:** The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language:** The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### **SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)  
49 CFR Part 605**

**Applicability to Contracts:** The School Bus requirements apply to the following type of contract: Operational Service Contracts.

**Flow Down Requirements:** The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language:** The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

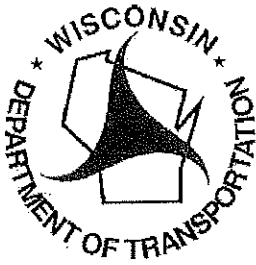
School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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### **ENERGY CONSERVATION REQUIREMENTS**

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

**Applicability to Contracts:** The Energy Conservation requirements are applicable to all contracts.



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Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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

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### CLEAN WATER REQUIREMENTS

#### **33 U.S.C. 1251**

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$50,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

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### LOBBYING

#### **31 U.S.C. 1352**

#### **49 CFR Part 19**

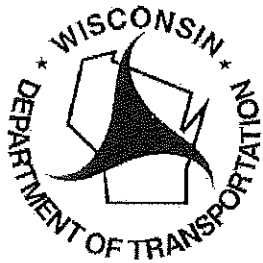
#### **49 CFR Part 20**

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$50,000.

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

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)



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Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$50,000)*

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

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

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

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

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

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





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

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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### ACCESS TO RECORDS AND REPORTS

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

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

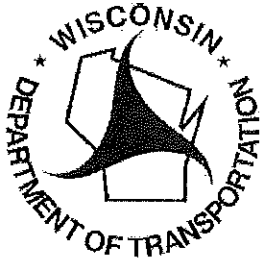
Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$50,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

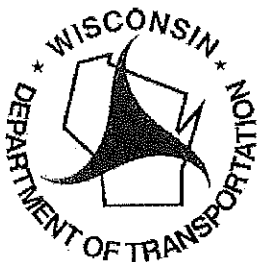


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4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive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

**Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristic		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>							
a. Contracts below SAT (\$100,000)		None	Those imposed on state pass thru to Contract or	None Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
b. Contracts above \$100,000/Capital Projects		None unless <sup>1</sup> non-competitive award					
<u>II Non State Grantees</u>							
a. Contracts below SAT (\$100,000)		Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contract or	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects		Yes <sup>3</sup>		Yes	Yes	Yes	Yes



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Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

### **FEDERAL CHANGES**

#### **49 CFR Part 18**

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

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

### **CLEAN AIR**

#### **42 U.S.C. 7401 et seq**

#### **40 CFR 15.61**

#### **49 CFR Part 18**

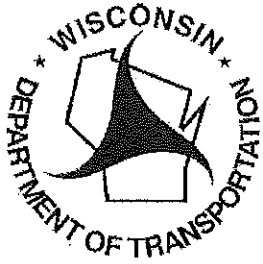
Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$50,000, including indefinite quantities where the amount is expected to exceed \$50,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$50,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.



### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

#### Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

#### Clause Language

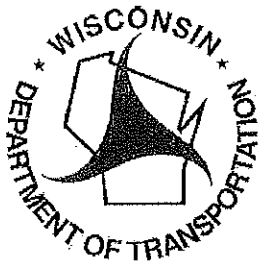
##### **Contract Work Hours and Safety Standards**

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 clause set forth in paragraph (1) of this section, 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) 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 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 clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.



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### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

Applicability to Contracts Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

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

Applicability to Contracts: These requirements are applicable to all contracts.

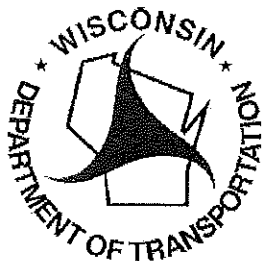
Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.



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

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

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**TERMINATION**

**49 U.S.C. Part 18  
FTA Circular 4220.1F**

**Applicability to Contracts:** All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$50,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down Requirement:** The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

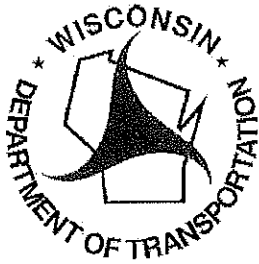
**Model Clause/Language:** FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.



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If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

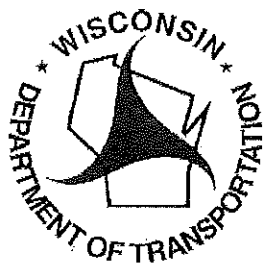
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed



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with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

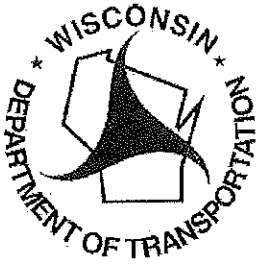
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are





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beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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#### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 CFR part 180  
2 CFR part 1200  
2 CFR § 200.213  
2 CFR part 200 Appendix II (I)  
Executive Order 12549  
Executive Order 12689

#### **Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

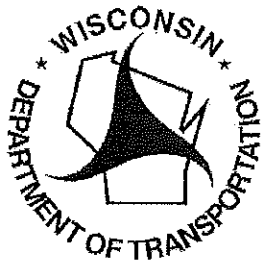
#### **Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

#### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.



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

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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**PRIVACY ACT**

**5 U.S.C. 552**

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

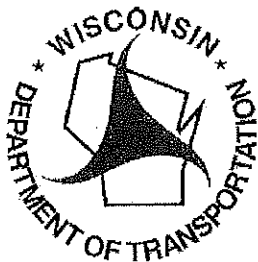
Flow Down Requirement: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor 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 underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.



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#### **CIVIL RIGHTS REQUIREMENTS**

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

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

#### **Civil Rights - The following requirements apply to the underlying contract:**

The following requirements apply to the underlying contract:

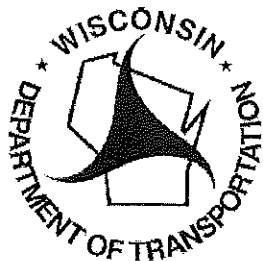
(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities



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Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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### **BREACHES AND DISPUTE RESOLUTION**

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

Applicability to Contracts: All contracts in excess of \$50,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

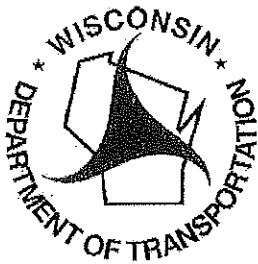
**Disputes -** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute -** Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages -** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies -** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies -** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



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## **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

### **49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215**

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

#### (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

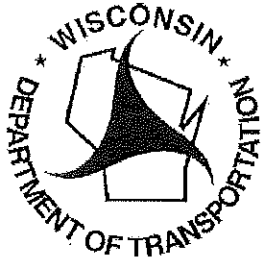
##### § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

#### (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

##### § 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.



(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level.

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT's DBE transit goal for FFY 2017-2019 is 1.1%. A separate contract specific goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Recipient** deems appropriate, which may include, but is not limited to:
  - 1) Withholding monthly progress payments
  - 2) Assessing sanctions
  - 3) Liquidated damages, and/or
  - 4) Disqualifying the contractor from future bidding as non-responsible
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to the **Recipient** unless the contractor obtains written consent from the **Recipient**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **Recipient** unless the contractor obtains written consent from the **Recipient**.
- e. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- f. **Prompt Payment** - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than **10** calendar days after the contractor's receipt of payment for that work from the **Recipient**. In addition, the contractor is required to return any retainage



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payments to those subcontractors within **10** calendar days after incremental acceptance of the subcontractor's work by the **Recipient** and contractor's receipt of the partial

g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **Recipient** to use a DBE subcontractor (or an approved substitute DBE firm) without the **Recipient's** prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

For purposes of this paragraph, good cause includes the following circumstances:

- i. The listed DBE subcontractor fails or refuses to execute a written contract.
- ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- vi. WisDOT determined that the listed DBE subcontractor is not a responsible contractor;
- vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
- ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

i. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **RECIPIENT**.

j. Before transmitting to WisDOT its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to WisDOT, of its intent to request to terminate and/or substitute, and the reason for the request.

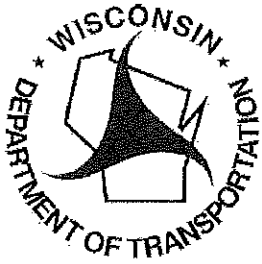
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#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

##### **FTA Circular 4220.1F**

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.



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Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

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

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### **DRUG AND ALCOHOL TESTING**

**49 U.S.C. §5331  
49 CFR Part 655**

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

#### **Explanation of Model Clause/Language**

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

#### **Explanation of Model Contract Clauses**

##### **Drug and Alcohol Testing**

The contractor agrees to:

- (a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- (b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- (c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized





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agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

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#### **ADA ACCESS** **49 USC 531 (d)**

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

#### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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#### **VETERANS EMPLOYMENT**

#### **FTA Circular 4220.1F Chapter IV**

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.



DATE: May 29, 2019

TO: Committee of the Whole

FROM: Jodie Olson

**RE: Farmers Market Food Vending Permitting & Special Event Related Municipal Code**

BACKGROUND: The Veterans Foundation filled out three separate permits for road closures this year for the Farmers Market. These road closures relate to their “themed” market days. With a street closure, food vendors can participate in the event on the closed roadside without having to go thru the peddler vending permit. For the other Tuesdays that the Farmers Market runs, food truck vendors are required to get a peddlers permit under our current Code. This creates a cumbersome environment for the organizers, food truck vendor participants and staff. The only way they wouldn’t have to get a permit under the current ordinance is if they parked in the event site area of Nathan Strong Park itself, which we obviously do not want. I would like to recommend the following from the Council to help streamline this event and future events such as this:

1. For the 2019 Farmers Market season, authorize food vendor trucks to vend along Church Street from E. Huron to Park without having to secure a peddlers permit, but only if they are approved vendors of the Farmers Market Committee. This would only be authorized on the Tuesdays where the Farmers Market is in session; and
2. Direct staff to review and bring forth proposed updates to the special event related ordinances that could help streamline the event planning process.

