

FTA REQUIRED FEDERAL CLAUSES, ARCHITECTURE AND ENGINEERING

1. No Federal Government Commitment or Liability to Third Parties
2. False or Fraudulent Statements or Claims
3. Access to Third Party Contract Records
4. Changed Circumstances
5. Termination.
6. Disadvantaged Business Enterprise (DBE) and Civil Rights
7. Incorporation of FTA Term
8. Energy Conservation
9. Seat Belt Use.
10. Distracted Driving, Including Text Messaging While Driving
11. ADA Access
12. Prohibitions on Certain Telecommunications Equipment
13. The U.S. DOT Common Rules
14. Seismic Safety

ATTACHMENT 1: No Federal Government Commitment or Liability to Third Parties

1. No Federal Government Commitment or Liability to Third Parties
 - a. Except as the Federal Government expressly consents in writing, the Contractor agrees that:
 - i. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
 - ii. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 2: False or Fraudulent Statements or Claims

1. False or Fraudulent Statements or Claims

a. Civil Fraud. Mountain Line and the Contractor acknowledge and agree that:

i. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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 CFR Part 31.

ii. By executing the Underlying Agreement, Mountain Line and the Contractor certify and affirm to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the parties provide to the Federal Government.

iii. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if Mountain Line or the Contractor present, submit, or make available any false, fictitious, or fraudulent information.

a. Criminal Fraud. Mountain Line and the Contractor acknowledge that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C chapter 53 or any other applicable federal law.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 3: Access to Third Party Contract Records

1. Access to Third Party Contract Records

a. Mountain Line agrees to require its Third Party Contractors at each tier to provide, and the Contractor agrees to provide:

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

ii. Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 4: Changed Circumstances

1. Changed Circumstances

a. The Contractor understands that changed circumstances may occur that may impact the ability to comply with the terms and conditions of the Underlying Agreement.

i. Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Parties' ability to carry out its Underlying Agreement, such as:

1. A change in Federal Requirements or guidance;

2. A change in state, territorial, local, or tribal requirements;

3. A change in Mountain Line's circumstances, including:

a. Its legal, financial, technical, or managerial capacity; Its continuing control of Project property; or

b. Another similar situation; and

c. Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Contractor's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Contractor or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

ii. Notice. In circumstances described above, Mountain Line agrees to provide immediate written notice to the:

1. FTA Regional Counsel for the Region in which Mountain Line operates public transportation or implements the Underlying Agreement;

2. FTA Headquarters Manager that administers the Underlying Agreement; or

3. FTA Chief Counsel.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 5: Termination

1. Termination.

a. The Contract may be terminated for a number of reasons as discussed below:

i. Termination for Convenience. Mountain Line may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in Mountain Line's best interest. Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to Mountain Line.

ii. Termination for Default, Breach, or Cause. If Contractor does not deliver supplies, materials or services in accordance with the scope of work, or if Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, Mountain Line may terminate this contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default.

Contractor will only be paid the contract price for supplies, materials and services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Mountain Line that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of Contractor, Mountain Line, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or may treat the termination as a termination for convenience.

If the termination is for default, Mountain Line may fix the fee to be paid to Contractor in proportion to the value of work performed up to the time of termination. Contractor shall promptly submit its termination claim to Mountain Line and the parties shall negotiate the termination settlement to be paid to Contractor.

Contractor may terminate this contract upon seven (7) days' notice in writing in the event Mountain Line has committed material breach of this contract. Non-payment of Contractor's invoices will be considered a material breach of this contract. The notice will state the time period in which cure is permitted and other appropriate conditions. In no event shall the time period for which to cure shall be less than five (5) calendar days.

iii. Waiver of Remedies for Any Breach. In the event that Mountain Line elects to waive its remedies for any breach by Contractor of any term or condition of this Contract, such waiver by Mountain Line shall not limit Mountain Line's remedies for any succeeding breach of that or of any other terms or conditions of this Contract.

Upon receipt of any notice from Mountain Line to cancel and/or terminate work under this contract, Contractor shall:

1. Immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of Mountain Line, Mountain Line will make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

2. If the termination is for failure of Contractor to fulfill the contract obligations, Mountain Line may complete the work required by the contract or otherwise arrange for its completion and Contractor shall be liable for any reasonable additional cost incurred by Mountain Line.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 6: Disadvantaged Business Enterprise (DBE) and Civil Rights.

1. Disadvantaged Business Enterprise (DBE) and Civil Rights.

a. Federal Financial Assistance Agreement.

i. Federal Financial Assistance Agreement Assurance §26.13(a).

1. Mountain Line shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT- assisted contracts. The Recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Mountain Line of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

ii. Contract Assurance §26.13(b).

The contractor, subrecipient, or subcontractor 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 DOT-assisted contracts. 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:

- a. Withholding monthly progress payments; and/or
- b. Assessing sanctions, liquidated damages; and/or
- c. Disqualifying the Contractor from future bidding as non-responsible.

b. Prompt Payment Mechanisms

i. Prompt Payment to Subcontractors §26.29(a).

1. The prime contractor agrees to pay to each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from receipt of each progress payment the prime contractor receives from Mountain Line. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause and with prior written approval from Mountain Line. This clause applies to both DBE and non-DBE subcontracts.

ii. Prompt and Full Payment of Retainage to Subcontractors §26.29(b)(2).

1. No retainage will be held by Mountain Line from progress payments due the prime contractor.

Any retainage kept by the prime contractor must be paid in full to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of this retainage payment may take place only for good cause and with the agency's prior written approval.

iii. Work Deemed Satisfactorily Completed §26.29(c).

1. A subcontractor's work shall be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Mountain Line. When Mountain Line has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

iv. Prompt Payment Enforcement Mechanisms and Penalties

§26.29(d).

1. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

c. Good Faith Efforts Procedures.

i. Demonstration of Good Faith Efforts: §26.53(a) & (c).

1. Mountain Line will not use contract goals to meet any portion of its overall goal in accordance with its commitment to use race-neutral means of facilitating DBE participation.

Mountain Line has established a race-neutral goal of 13% for DBE participation in its DOT-assisted contracts.

Mountain Line encourages its prime contractors to use DBE firms to the extent possible in all sub-contracting opportunities.

d. Information, Confidentiality, and Cooperation.

i. Availability of Records §26.109(a).

1. Mountain Line will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law as applicable in the State of California.

Notwithstanding any contrary provisions of state or local law, Mountain Line will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

ii. Confidentiality of Information §26.109(b).

Notwithstanding the provisions of Section 26.109(a), the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant shall be advised for the purpose of waiving the privilege.

Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding hearing.

e. Civil Rights and Equal Opportunity.

i. Mountain Line is an Equal Opportunity Employer. As such, Mountain Line agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Mountain Line agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 7: Incorporation of FTA Term

1. Incorporation of FTA Term

a. Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Mountain Line requests which would cause Mountain Line to be in violation of the FTA terms and conditions.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 8: Energy Conservation.

1. Energy Conservation.

a. Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 9: Seat Belt Use

1. Seat Belt Use.

a. The Contractor will adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Mountain Line.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 10: Distracted Driving, Including Text Messaging While Driving

1. Distracted Driving, Including Text Messaging While Driving.
 - a. The Contractor agrees to comply with:
 - i. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225)
 - ii. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
 - iii. The following U.S. DOT Special Provision pertaining to Distracted Driving:
 1. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Mountain Line or Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award.
 2. Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 3. Extension of Provision. Mountain Line agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub-agreement at each tier supported with federal assistance.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 11: ADA Access

1. ADA Access

a. The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 12: Prohibitions on Certain Telecommunications Equipment

1. Prohibitions on Certain Telecommunications Equipment
 - a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - e. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - f. See Public Law 115-232, section 889 for additional information.
 - g. See also § 200.471.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 13: The U.S. DOT Common Rules

The U.S. DOT Public Access Plan, which provides that Mountain Line agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at <http://ntl.bts.gov/publicaccess/howtocomply.html>; or other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

(Signature Required)

(Date)

(Print Name)

(Print Title)

ATTACHMENT 14: Seismic Safety

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR Part 41, specifically, 49 C.F.R. § 41.117, and that any new building or addition to an existing building will be designed and constructed in accordance thereof. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

(Signature Required)

(Date)

(Print Name)

(Print Title)