

RESEARCH AGREEMENT**BETWEEN****CONTRA COSTA TRANSPORTATION AUTHORITY****AND****The Regents of the University of California on behalf of its Berkeley campus****In Support of USDOT FY2023 Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program for the Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT) Project**

This Research Agreement (“Agreement”) is entered into as of October 1, 2024 (“Effective Date”) by and between the Contra Costa Transportation Authority (“Authority”) and The Regents of the University of California on behalf of its Berkeley campus, (“Project Contractor”). The Authority and Project Contractor are sometimes referred to herein individually as “Party”, and collectively as the “Parties.”

RECITALS

- A. WHEREAS, Project Contractor is the main grant contractor of the Integrated Open Data Platform for Multimodal Accessible Transportation (“OPTIMAT Project”); and
- B. WHEREAS, the OPTIMAT Project is the innovative cornerstone of the Authority to explore the framework and approach to establish a data-driven integrated system that provides customizable and timely transit information services for individuals with special needs, particularly those who are seniors, people with disabilities; and
- C. WHEREAS, Project Contractor has cooperatively participated with the Authority in the application for the United States Department of Transportation’s (“USDOT”) Notice of Funding Opportunity for the FY 2023 Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program for the OPTIMAT Project, and is listed in the Authority’s grant proposal submitted to the SMART Grant Program; and
- D. WHEREAS, the Authority was selected as one of the recipients for FY 2023 SMART Grant Program grant funds in the amount of One Million Ninety Six and Five Hundred (\$1,096,500) for its OPTIMAT Project; and
- E. WHEREAS, the SMART grant funding will assist the Authority in its implementation and deployment of the OPTIMAT Project, which will strive to achieve the Justice40 goal of Clean Transportation, which will make substantial improvements in public transportation accessibility, reliability, and options.; and.

- F. WHEREAS, the Authority serves as the OPTIMAT Project coordinating agency and will administer the SMART grant funds in accordance with the funding agreement with USDOT's Office of the Assistant Secretary for Research and Technology ("OST-R") which is attached hereto as Attachment A (includes 4 attachments); and;
- G. WHEREAS, Project Contractor will receive USDOT SMART grant funds in the amount of \$690,000 for tasks included in the attached agreement; and
- H. WHEREAS, Project Contractor will perform the work specified in this agreement with its own resources without any subcontractors; and
- I. WHEREAS, Project Contractor, will comply with all OST-R grant requirements specified in Attachment A, and with all state and federal laws and regulation; and
- J. WHEREAS, Authority will submit invoices to OST-R for payment of work tasks and will serve as the owner of the OPTIMAT Project; and
- K. WHEREAS, the Parties agree to the terms and conditions of this ~~Contribution~~ Research Agreement in support of the OPTIMAT Project.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.
2. **Term.** The term of this Agreement shall be from the Effective Date to March 30, 2027, unless terminated at an earlier date as provided herein ("Term"). Notwithstanding the Term as defined in this Section 2, the Agreement is contingent upon the appropriation of SMART grant funds to Authority by OST-R. The Parties may agree to extend the Term of this Agreement by mutual written agreement.
3. **Authority Obligations.** Authority will have the following obligations:
 - 3.1 To commit up to a total of \$690,000 in SMART grant funding source available to the Project to Project Contractor for the deliverance of the work described in Attachment B ("Technical Planning and Development for OPTIMAT/Budget Justification" Scope of Work) provided in support of the OPTIMAT Project.
 - 3.2 To monitor OPTIMAT Project progress and use of SMART Program grant funds in accordance with OST-R grant requirements, Authority policy and all applicable state and federal laws and regulations.
 - 3.3 To coordinate all OPTIMAT Project activities with other OPTIMAT Project partners/contractors and provide required updates and reporting on a regular basis.
 - 3.4 If applicable, Authority will disburse funds monthly in arrears within thirty (30) days of Project Contractor's submission and Authority's approval of the required Monthly Project Invoice, in a

form satisfactory to Authority, and satisfaction of Project Contractor reporting requirements as specified herein.

4. Project Contractor Obligations. Project Contractor will have the following obligations:

4.1 Project Contractor shall provide the OPTIMAT Project Contribution in a skillful and competent manner and in accordance with all applicable local, state, and federal laws, rules and regulations. Project Contractor shall be responsible to Authority for any errors or omissions in its execution of this Agreement and the OPTIMAT Project Contribution. A more detailed summary of the OPTIMAT Project Contribution and applicable deadlines is set forth in Attachment A.

4.2 As applicable, Project Contractor shall comply with any requirements and restrictions imposed by Authority on the use of Authority financial contributions provided to Project Contractor for the OPTIMAT Project. If financial contributions are received, Project Contractor shall comply with all applicable grant funding requirements, including the requirements set forth in Attachment A.

4.3 Project Contractor may elect to self-insure to satisfy the insurance requirements set forth in Attachment A, provided said self-insurance program is acceptable to Authority.

4.4 To the extent allowed by law, each Party shall defend, indemnify and hold the other Party, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner to the extent arising out of or incident to any negligent or intentional acts, omissions or willful misconduct of that Party (the “Indemnifying Party”) or any of its agents, employees, volunteers, arising out of or in connection with the Indemnifying Party’s performance of this Agreement. Further, the Indemnifying Party shall defend at its own expense, including the payment of attorneys’ fees, the other Party in any legal action based upon such acts, omissions, or willful misconduct. The Indemnifying Party shall reimburse the other Party for any and all legal expenses and costs incurred in connection therewith or in enforcing the indemnity herein provided.

4.5 Project Contractor shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting performance on the OPTIMAT Project, including those of the USDOT.

5. Reporting, Records and Audits. The Parties agree as follows:

5.1 Project Contractor shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement, as applicable. All such records shall be clearly identifiable. Project Contractor shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records with reasonable notice. Project Contractor shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time with reasonable written notice from Authority.

5.2 When requested in writing by Authority, Project Contractor shall within thirty (30) business days provide Authority with a full reporting and accounting of all OPTIMAT grant funds received during the term of this Agreement.

5.3 If funding has been received from Authority, Project Contractor is required to conduct an annual financial audit or records pertaining to the OPTIMAT Project in accordance with the Single Audit requirement under 2 CFR 200.

6. Confidentiality

6.1 It is expected that the work of this Agreement can be carried out without either Party disclosing confidential information to the other Party. Any information or materials of a Party considered confidential shall be clearly marked “confidential” (“Confidential Information”). Confidential Information will be used only for the purposes of this Agreement. Should it become necessary to disclose Confidential Information, other than as may be required by law (addressed in Section 6.5 below) or as otherwise permitted in this Section 6, the receiving Party will obtain written consent for such disclosure from the disclosing Party. Each Party agrees to protect the other Party’s Confidential Information with the same degree of care as they would their own, but in no event with less than a reasonable standard of care.

6.2 Confidential Information does not include information which: (a) is already known to the other Party at the time of disclosure; (b) is or becomes publicly known through no wrongful act or failure of the receiving Party; (c) is independently developed without use or benefit of the other’s Confidential Information; (d) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; or (e) is a public record, not exempt from disclosure pursuant to California Public Records Act, Government Code Section 6250 et seq., or other State or Federal laws, regardless of whether such information is marked as confidential or proprietary.

6.3 Disclosure of the Confidential Information will be restricted to the receiving Party’s employees, consultants, suppliers or agents on a “need to know” basis in connection with the OPTIMAT Project, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. The receiving Party may disclose Confidential Information pursuant to legal, judicial, or administrative proceeding or otherwise as required by law; provided that the receiving Party shall give reasonable prior notice, if not prohibited by applicable law.

6.4 Except as to the confidentiality otherwise agreed to by the Parties, these confidentiality restrictions and obligations will terminate three (3) years after the expiration or termination of the Agreement, unless the law requires a longer period. Upon termination or expiration of the Agreement, or upon written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party or destroy all documents, notes and other tangible materials representing the disclosing Party’s Confidential Information and all copies, including electronic copies, unless retention is otherwise permitted under the Agreement.

6.5 Third-party data disclosed to a receiving Party and necessary for the performance of the OPTIMAT Project shall be governed under a separate Data Use Agreement.

Notwithstanding anything in this Agreement, the Parties acknowledge this Agreement and any written materials from the OPTIMAT Project and in the possession of either Party may be subject to disclosure under the California Public Records Act (Govt. Code Sections 6250 et seq.) (“PRA”). Accordingly, neither Party shall be precluded by or held in violation of any confidentiality requirements in this Agreement from responding to any lawful public records request under the PRA, other applicable laws, or court order. In the event the receiving Party receives a lawful PRA request, the Party will notify the

other Party of the request, allowing the other Party seven (7) calendar days to object to disclosure prior to any such disclosure being made by the Party receiving the PRA request, and any defense associated with such objection shall be the sole responsibility of the Party objecting to such disclosure, including all costs.

7.0 Ownership.

All work developed in performance with this Agreement, including but not limited to software and data is subject to 2 CFR 200.315 – Intangible Property. Specifically, 2 CFR 200.315 which gives the Federal Government the right to, among other things:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

7.1 Ownership of Authority-Provided Intellectual Property. As between the Parties, Authority, its Affiliates and licensors will be the sole and exclusive owner of the Intellectual Property owned by Authority or Authority’s Affiliates or provided to Project Contractor by Authority, its Affiliates or licensors under this Agreement (collectively, the “Authority-Provided Intellectual Property”).

7.2 Ownership of Project Contractor-Provided Intellectual Property. As between the Parties, Project Contractor, its Affiliates, and licensors as well as the Authority in what pertains to the Project, will be the sole and exclusive owner of the Project Contractor –Owned Intellectual Property, subject to 2 CFR 200.315 mentioned above.

7.3 The Parties expressly agree that all original works of authorship fixed in any tangible form, including software improvements, enhancements, derivative works (“Original Works”) made by Project Contractor in connection with this Agreement, are the property of Project Contractor. Original Works made jointly by Project Contractor and Authority in connection with this Agreement shall be jointly owned by both Parties. Ownership of Original Works made by Project Contractor and others in connection with this Agreement shall be as agreed upon by Project Contractor and the relevant party, provided that all licenses and other rights are provided to OST-R and the Authority, as specified in this Agreement.

7.4 Project Contractor shall grant Authority any and all licenses and rights to the extent necessary for Authority to convey rights described in this Section 7 to the OST-R under the OST-R grant for the OPTIMAT Project, and Project Contractor shall execute such documents and take such other steps as may be reasonably necessary to confirm the grant of licenses and rights to Authority. The same rights shall be granted to Authority. Project Contractor shall not deliver, and shall not incorporate into any deliverable, any third-party data protected by copyright or similar right.

Notwithstanding the above, Authority shall be the sole and exclusive owner of all required reports and indicated in Attachment B, the Authority grants to the Project Contractor a non-exclusive royalty free license of Reports to use and distribute for education and research purposes.

8.0 Publication.

Project Contractor will provide publications, presentations and other public releases (“Public Releases”) directly resulting from work performed under this Agreement to the Authority for review at least thirty (30) calendar days prior to publication. Within the review period, Authority may provide feedback to the Project Contractor; the Project Contractor will give good faith consideration to such feedback, but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law. Project Contractor shall notify Authority in advance if it intends to reject comments or concerns raised by Authority, and shall, prior to making any Public Release, meet and confer in good faith with Authority regarding such rejection. Any of the above referenced time periods maybe modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

General Provisions. The Parties mutually agree as follows:

8.1 Termination.

(a) Authority may, by written notice to Project Contractor, terminate the whole or any part of this Agreement upon thirty (30) days prior written notice, with or without cause, by giving written notice to Project Contractor of such termination, and specifying the effective date thereof. Project Contractor may not terminate this Agreement except for cause. Upon termination and as applicable, Authority shall cease expenditure of all Project funds and promptly return all unexpended funds to Authority.

(b) Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party in the event the other Party breaches a material term of this Agreement and fails to cure such breach within such period.

8.2 Delivery of Notices. Any notice given under this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or commercial overnight courier, return receipt or confirmation of delivery requested, or by facsimile transmission with confirmation of receipt, the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to PROJECT CONTRACTOR:

Sponsored Projects Office
1608 4th Street, Suite #220
University of California
Berkeley, CA 94710-1749
Attention: Joy Ayson-Yu
Email: spoawards@berkeley.edu

If to AUTHORITY:

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

Attention: Rashida Kamara
Email: rkamara@ccta.net
Facsimile: (925) 256-4701

8.3 Independent Contractors. Project Contractor's relationship with Authority is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Nothing in this Agreement shall be deemed to constitute Project Contractor or Authority the agent of the other. Neither Project Contractor nor Authority shall be or become liable or bound by any representation, act, or omission, whatsoever, of the other.

8.4 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing and signed by both Parties.

8.5 Non-Exclusivity. Project Contractor acknowledges that it is not necessarily the exclusive provider to Authority of the OPTIMAT Project Contribution and that Authority has, or may enter into, contracts with other Contractors.

8.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California.

8.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties and shall not be assigned by Project Contractor without the prior written consent of Authority.

8.8 Equal Opportunity Employment. Project Partner represents that it is an equal opportunity employer and it shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability, medical condition, sexual orientation or protected veteran status. Project Partner will take affirmative action to ensure that employees, subcontractors and applicants for employment are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability, medical condition, sexual orientation or protected veteran status.

8.9 Subcontracting. Project Partner shall not subcontract any portion of the ADS Project Contribution required by this Agreement.

8.10 Incorporation of Attachments. This Agreement contains 4 Attachments, Attachments A through D, which are attached hereto and incorporated into this Agreement by reference.

8.11 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

8.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8.13 Headings. Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

8.14 Authority to Enter Agreement. The Parties have all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

8.15 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

8.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.

CONTRA COSTA
TRANSPORTATION AUTHORITY

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
Newell Arnerich, Chair

By: _____
Joy Ayson-Yu, Assistant Director

Attest:

Attest:

By: _____
Tarienne Grover, Clerk of the Board

By: _____

Approved as to Form:

Approved as to Form:

By: _____
Fennemore Wendel, Authority Counsel

By: _____
[INSERT]

ASSISTANCE AGREEMENT

1. Award No. 69A3552441010		2. Modification No.	3. Effective Date 09/15/2024	4. CFDA No. 20.941	
5. Awarded To CONTRA COSTA TRANSPORTATION AUTHORITY 2999 OAK ROAD, SUITE 100 WALNUT CREEK CA 94597		6. Sponsoring Office OFFICE OF THE SECRETARY Off of Asst Sec for Research & Tech 1200 New Jersey Avenue, East Building, 3rd Washington DC 20590		7. Period of Performance 09/15/2024 through 03/14/2026	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority Pub. L. 117-58, November 15, 2021 - BIL IIJA Section 25005		10. Purchase Request or Funding Document No. OS2024R1SMG066	
11. Remittance Address CONTRA COSTA TRANSPORTATION AUTHORITY Attn: BRIAN KELLEHER 2999 OAK ROAD, SUITE 100 WALNUT CREEK CA 94597		12. Total Amount Govt. Share: \$1,096,500.00 Cost Share : \$0.00 Total : \$1,096,500.00		13. Funds Obligated This action: \$1,096,500.00 Total : \$1,096,500.00	
14. Principal Investigator		15. Program Manager Madeline Zhu Phone: (202) 763-8928		16. Administrator OFFICE OF THE SECRETARY Off of Asst Sec for Research & Tech 1200 New Jersey Avenue, East Building, Washington DC 20590	
17. Submit Payment Requests To OST Delphi eInvoicing System https://einvoice.esc.gov		18. Paying Office OST Delphi eInvoicing System https://einvoice.esc.gov		19. Submit Reports To See Reporting Requirements Checklist Attachment	
20. Accounting and Appropriation Data 1734X2300B.2024.303X000GRT.54000SMART.41000.61006600.0000000000.0000000000.0000000000.0000000000					
21. Research Title and/or Description of Project Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT)					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer		
23. Name and Title		24. Date Signed	26. Name of Officer THY H. NGUYEN		27. Date Signed

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
69A3552441010

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
CONTRA COSTA TRANSPORTATION AUTHORITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: XCKQJHZ2Y3R4 GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM</p> <p>This agreement between the United States Department of Transportation (the USDOT) and the Contra Costa Transportation Authority reflects the selection of the Recipient to receive a Strengthening Mobility and Revolutionizing Transportation (SMART) Grant for the Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT) Project.</p> <p>The Recipient therefore agrees to all applicable Federal Financial Assistance law and regulations, and award TERMS & CONDITIONS, as provided in the following attachments:</p> <ol style="list-style-type: none"> 1. DOT OST-R SMART Reporting Requirements Checklist 2. DOT OST-R SMART Specific T&Cs Version 061024 - Article 1-6 3. DOT OST-R SMART General T&Cs Version 061024 - Article 7-30 4. DOT OST-R SMART Program Exhibits Version 06102024 <p>Prepay Indicate: NO</p>				
00004	<p>Contra Costa Transportation Authority, CA Obligated Amount: \$1,096,500.00</p> <p>The total amount of award: \$1,096,500.00. The obligation for this award is \$1,096,500.00.</p>				1,096,500.00

U.S. DEPARTMENT OF TRANSPORTATION

**EXHIBITS TO USDOT/OST GRANT AGREEMENTS UNDER
THE SMART GRANT PROGRAM**

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a SMART Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- b. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- d. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- e. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- f. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- g. Clean Air Act – 42 U.S.C. §§ 7401, et. seq.
- h. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- i. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- j. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- k. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- l. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- m. American Indian Religious Freedom Act, 42 U.S.C. 1996
- n. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- t. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- u. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- v. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C.

§§ 1101–1104

- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- nn. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Specific assurances required to be included in the SMART Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the SMART Grant Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Office of the Secretary (OST), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

SMART Grant recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted SMART Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SMART Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer

of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal Financial Assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal Financial Assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal Financial Assistance is extended to the program, except where the Federal Financial Assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.
11. The Recipient shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement,

litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.

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

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

APPENDIX A

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

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

sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated Appropriations Act, 2022 (Pub. L. 116-260, Dec. 27, 2020) the Regulations for the Administration of the SMART Grant Program, and the policies and procedures prescribed by the Maritime Administration (DOT/OST) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

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

By signing and submitting the Technical Application and by entering into this agreement under the SMART grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the SMART Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

(Applicable to all first-tier subawards regardless of potential value and require first tier-subrecipients and lower-tier subrecipients to similarly check SAM.gov; and, for all first-tier procurement contracts with a value of \$25,000 or more and all lower tiers of subcontracts under covered non-procurement transactions (2 CFR § 180.220).

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds

and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in

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

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023 (Pub. L. 116-260), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

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

The Recipient therefore agrees:

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

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

“**Execution of Grant Agreement**” Signing of this Grant Agreement by DOT and the Recipient.

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

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

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

4. **Prohibition.** If

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

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

5. **Mandatory Notice to the USDOT.**

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

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

- a. require the SAM check in section 2;

- b. require the certifications in section 3;
- c. include the prohibition in section 4; and
- d. require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

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

For the purpose of this Term B.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

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

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

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

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

EXHIBIT C

QUARTERLY REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. **Purpose.** The purpose of the Quarterly Reports and Recertifications under this agreement for the SMART Grant Program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined, and project status meetings will be held on a less-frequent basis.
 - a. **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - b. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. This section should specifically address progress towards compliance and issues related to the National Environmental Policy Act (NEPA), the Build America Buy America Act, and the high labor standards prioritized in Executive Order 14052, "Implementation of the Infrastructure Investments and Jobs Act."
 - c. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

- d. **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
- e. **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. The quarterly reporting format currently requests this in the form of the ten major project milestones. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. This section should also detail the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:
- Current overall project completion percentage vs. latest plan percentage.
 - Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
 - Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.
- f. **Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked, and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line-item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

g. Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
 - ii. The certification required under 2 C.F.R. 200.415(a).
3. Recipients are required to complete post-award reports per the terms and conditions of the award. The types of reports include financial, performance, and other types of required reports.
 4. End dates for reporting periods are 3/31, 6/30, 9/30, or 12/31, regardless of budget period start dates. Deadlines for quarterly and semi-annual reports are no later than 30 days after the end of the reporting period. Annual reports are due no later than 90 days after the end of the reporting period. The Recipient shall provide all reporting deliverables detailed below:

Deliverable	Due Date
<p>Milestone Progress Performance Reports</p> <p>Submit progress reports to monitor project progress and ensure accountability and financial transparency, as well as to document activities performed, anticipated activities, and any changes to schedule or anticipated issues.</p>	<p>Quarterly (or semi-annual if directed)</p>
<p>Federal Financial Report (FFR) (SF-425)</p> <p>The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Milestone Progress Performance Reports. The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.</p>	<p>Quarterly (or semi-annual if directed)</p>
<p>Evaluation Plan</p> <p>The Recipient shall submit an evaluation plan and data management plan that provides an overview of how the project will be evaluated and how the data collected will be managed and stored. The Evaluation plan and Data Management plan shall include the following three sections:</p> <ol style="list-style-type: none"> a. An overview of how the proof-of-concept or prototype will be evaluated and how the data collected will be managed and stored. b. A description of the anticipated impact areas (i.e. goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation. c. Robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals. d. The baseline data for each performance measure that is identified in the Performance Measure Table in Attachment A and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure. 	<p>Within 90 calendar days after execution of this Agreement.</p>

<p>Data Management Plan</p> <p>Applicants are expected to account for data and performance reporting including:</p> <ul style="list-style-type: none"> • Default to open access when appropriate (exceptions include protecting personally identifiable information [PII], Indigenous data sovereignty, or confidential business information [CBI]). • Protect PII, intellectual property rights, and CBI. • Utilize, when possible, open licenses and protect USDOT’s non-exclusive copyright to data and corresponding outputs. • Make the source code or tools necessary to analyze the data available to the public, if relevant. • Provide relevant metadata (in a DCAT-US file, and, optionally, a discipline-appropriate metadata standard file), and data documentation (README.txt files, data dictionaries, code books, supporting files, imputation tables, etc.); and, • Where applicable, consider contributing data to voluntary resources such as NHTSA’s AV TEST Initiative. • Projects should implement data management best practices including, but not limited to, implementation of published data specifications and standards (formal and informal); increasing data discoverability and data sharing; and enabling interaction of systems, interoperability, and integration of data system <p>Further guidance will be provided to assist applicants selected for a Stage 2 Grant to update their Data Management Plan.</p>	<p>Within 90 calendar days after execution of this Agreement</p>
<p>Implementation Report</p> <p>The Recipient shall submit an Implementation report that assesses the anticipated costs and benefits of the project and demonstrates the feasibility of at-scale implementation. The Implementation Report shall include the following five sections:</p>	<p>Annual- Stage 1 grants require a Draft report due within 1 year of the grant award.</p>

<ul style="list-style-type: none"> a. A description of the anticipated deployment and operational costs of the project as compared to the benefits and savings from the project if implemented at scale. b. The means by which the project has met the original expectation, as projected in the grant application, including data describing the means by which the project met the specific goals. c. Lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance. d. A description of the requirements for a successful at-scale deployment and an assessment of the feasibility of at-scale implementation. e. An analysis of the success, challenges and validity of the initial approach, any changes or improvements they would make in Stage 2 if recommended for award and any challenges to continued maintenance and operations in stage 2. f. The performance measurement data for each performance measure that is identified in the Performance Measure Table in Attachment A. 	
<p>Program Evaluation</p> <p>As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by USDOT or another agency or partner. Evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all the selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. As a part of the evaluation, as a condition of award, grant recipients must agree to</p> <ul style="list-style-type: none"> a. Make records available to the evaluation contractor or USDOT staff. b. Provide access to program records, and any other relevant documents to calculate costs and benefits. c. In case of an impact analysis, facilitate the access to relevant information as requested. d. Follow evaluation procedures as specified by the evaluation contractor or USDOT staff. 	As applicable

<p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.</p> <p>This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111- 212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.</p>	<p>As applicable</p>
<p>Tangible Personal Property Report (SF-428)</p> <p>The recipient must report on the status of personal property in which the Federal Government retains an interest. Interim property reports may be required at DOT discretion. A final personal property report is required at closeout.</p>	<p>As applicable</p>
<p>Real Property Status Report (SF-429)</p> <p>The report is a multi-purpose form that DOT may require for general reporting about real property acquired or constructed under a federal award, as well as for recipients to make a request related to acquisition or improvement of real property or to request disposition instructions. If applicable, recipients shall submit this report in accordance with the terms provided in 2 CFR § 200.329, no less frequently than annually.</p>	<p>As applicable</p>
<p>Final Report</p> <p>The Recipient shall submit (in a format to be provided by DOT) the Recipient’s assessment of the Grant Project to DOT within the Closeout process of the grant agreement.</p>	<p>Final report shall be submitted not later than 120 days after the end of the period of performance</p>
<p>Additional Reporting may be required</p>	<p>As applicable</p>

EXHIBIT D

CERTIFICATION REGARDING INFLUENCING ACTIVITIES CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT E

FAA REGULATIONS

Innovative aviation projects must comply with all FAA and other federal, state, and local regulations relevant to the technologies and usages thereof. For instance, in the case of innovative aviation projects involving small, unmanned aircraft systems (UAS), applicants are responsible for complying with regulations which may include, and are not limited to the following, as necessary to achieve desired outcomes:

- 14 CFR Part 91 General Operating and Flight Rules
- 14 CFR Part 107 small UAS rule; Small UAS
- UAS Operations over People rule; Operations Over People General Overview
- UAS Remote identification rule; UAS Remote Identification Overview

Proponents of innovative aviation projects are also responsible for using U.S. government tools and resources which may include, and are not limited to the following, as necessary to fulfill requirements to operate technologies and achieve desired outcomes:

- FAA DroneZone, used to register UAS
- FAA Low Altitude Authorization and Notification Capability (LAANC), used to obtain airspace authorization to fly in controlled airspace
- Part 107 Waiver Resources, used to enable more complex UAS operations

EXHIBIT F

Communications Technology

Projects that use communications technologies must either:

- 1) use Vehicle-to-Everything (V2X) services that utilize Cellular Vehicle-to-Everything (C-V2X) based technology designed to operate within the 30 MHz of spectrum (5.895 - 5.925 GHz) that are consistent with the rules established in waivers associated with Federal Communications Commission (FCC) ET Docket No. 19-138 and future Report and Orders effective at the time when the Department selects projects for funding under the FY22-SMART Grants Program; or
- 2) leverage other communications technologies that can support V2X services and operate in spectrum outside of the 5.895 -5.925 GHz range.

EXHIBIT G

Equipping or Retrofitting Motor Vehicles

Projects that involve equipping or retrofitting motor vehicles with additional technologies are only eligible if the vehicles are publicly owned, leased, or used in a contracted service; equipping privately owned and operated vehicles outside of a leased or contracted service is not an eligible activity. Projects involving motor vehicles must involve only vehicles that comply with all applicable Federal Motor Vehicle Safety Standards (FMVSSs) and Federal Motor Carrier Safety Regulations (FMCSRs), or vehicles that are exempt from the requirements in a manner that allows for the legal acquisition and operation of the vehicles in the proposed project.

EXHIBIT H

Eligible Costs

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). USDOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible development and construction activities for grant funding are the following:

- planning;
- feasibility analyses;
- revenue forecasting;
- environmental review;
- permitting;
- preliminary engineering and design work;
- systems development or information technology work;
- acquisition of real property (including land and improvements to land relating to an eligible project);
- construction;
- reconstruction;
- rehabilitation;
- replacement;
- environmental mitigation;
- construction contingencies; and
- acquisition of equipment, including vehicles.

The following are not eligible costs for SMART Grants Program funding:

- reimbursement of any pre-award costs or application preparation costs of the SMART grant application;
- traffic or parking enforcement activity; or
- purchase or lease of a license plate reader.

Federal funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

EXHIBIT I

Data Collection Requirements Data Management

To fulfill the reporting requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management for data and information outputs acquired or generated during the grant. Applicants are expected to account for data and performance reporting in their budget submission. Projects must:

- Defaulting to open access when appropriate (exceptions include protecting personally identifiable information [PII], Indigenous data sovereignty, or confidential business information [CBI]);
- Protecting PII, intellectual property rights, and CBI;
- Utilize, when possible, open licenses and protect USDOT's non-exclusive copyright to data and corresponding outputs;
- Make the source code or tools necessary to analyze the data available to the public, if relevant;
- Provide relevant metadata (in a DCAT-US file, and, optionally, a discipline-appropriate metadata standard file), and data documentation (README.txt files, data dictionaries, code books, supporting files, imputation tables, etc.); and
- Where applicable, consider contributing data to voluntary resources such as NHTSA's AV TEST Initiative.

Projects should implement data management best practices including, but not limited to, implementation of published data specifications and standards (formal and informal); increasing data discoverability and data sharing; and enabling interaction of systems, interoperability, and integration of data system.

REPORTING REQUIREMENTS AND DUE DATES

1. Milestone Progress Performance Report (MPPR)

- Quarterly, no later than 30 days after the reporting period end date. (Reporting period end dates are 3/31, 6/30, 9/30, and 12/31).
- Link to complete the report:
https://forms.office.com/pages/responsepage.aspx?id=WyTNxPBEIUOhqjhI0lj3i_WilbptwIVPiq7KQbn3D01UOVRLRjVKSzBLR1YwWjQ0MzMwUjRTN1UyUiQIQCN0PWcu
- While you might not have detailed milestones to include in your first Q-MPPR, it is recommended that you complete the report to the best of your ability. Additional details can be included in the future Q-MPPR's.

2. Federal Financial Reports (FFRs) and

- Quarterly, no later than 30 days after the reporting period end date. (Reporting period end dates are 3/31, 6/30, 9/30, and 12/31).
- Submit to:
smartreports@dot.gov

3. Request for Reimbursement

- You shall not submit request for reimbursement invoices more frequently than monthly.
- Link to submit:
<https://einvoice.esc.gov/>
- Additional information:

Delphi access must be requested by the person who will be submitting the Invoices. If there is the need to change the person who has access to Delphi, you must notify the SMART Grant Manager, and provide the information in the exact format below:

PO NUMBER:

Company Name:

First and Last Name:

Email Address:

Agency: OST

You must include the SF270 for Non-construction or SF271 for Construction with your reimbursement invoices to identify the Federal share and the recipient's share of costs, together with supporting cost detail to clearly document all costs incurred.

If a request for reimbursement does not include or is not supported by sufficient details, the USDOT may deny the request or withhold processing the request until you provide sufficient detail.

If you have any issues with Delphi, or need additional assistance, contact Delphi customer service at 1-866-641-3500, option 4, then option 3.

4. Evaluation Plan

- 90 days from the Period of Performance start date.
- Submit to:
smartreports@dot.gov
- Link to specific guidance on the completing the plan:
https://www.transportation.gov/sites/dot.gov/files/2023-10/SMART_Grant_Recipient_Guidance_Eval_Plan_Oct23.pdf
- If you are unable to submit the report by the deadline, you must notify the SMART Grant manager and request approval for an extension. You must identify the new date by which the Plan would be submitted.

5. Data Management Plan

- 90 days from the Period of Performance start date.
- Submit to the online portal @ <https://dmptool.org/>
- Link to specific guidance on the completing the plan:
[Grant Recipient Guidance DMP 508.pdf \(transportation.gov\)](#)
- If you are unable to submit the report by the deadline, you must notify the SMART Grant manager and request approval for an extension. You must identify the new date by which the Plan would be submitted.

6. Implementation Report

- A draft version is due no later than 1 year from the Period of Performance start date.
- Submit to:
smartreports@dot.gov
- Link to specific instructions:
[SMART Grant Recipient Guidance for the Implementation Report | US Department of Transportation](#)

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 STRENGTHENING MOBILITY AND REVOLUTIONIZING
TRANSPORTATION (SMART) GRANTS PROGRAM**

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

- (1) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program,” dated June 20, 2024, which is available at <https://www.transportation.gov/grants/smart/grants-management>.

Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

- (2) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (3) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SMART Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SMART Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

FEDERAL AWARD IDENTIFICATION NUMBER: 69A3552441008

1. Applicant

CONTRA COSTA TRANSPORTATION AUTHORITY

2. Project Title

Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT)

3. Award Amount

\$1,096,500.00

4. Period of Performance:

Effective Date: 10/01/2024

End date: 03/31/2026

ARTICLE 3
SUMMARY PROJECT INFORMATION

1. Statement of Work:

In Contra Costa County, the accessible transportation services face significant challenges associated with: (1) different types of accessible transportation services for older adults and people with disabilities; (2) multiple transportation providers including cities, transit operators, social services agencies, and non-profit organizations; and (3) diverse, and sometimes overlapping, service areas. These challenges make it difficult for passengers to get around easily and efficiently, making their travel experiences complicated.

The Project will establish an open data-driven platform integrated system that provides customizable and timely accessible transit information services for individuals with special mobility needs, particularly those who are seniors and people with disabilities, bringing together data sources from various providers and developing customer-oriented tools. In Stage 1, the prototyping of the open data platform will provide actionable solutions to facilitate collaboration among agencies and organizations, mitigate complexity in guiding disadvantaged travelers and their communities, and improve data standards to be compatible with a broader range of stakeholders such as technology providers, agency operators, and policymakers.

Task 1: Start-up and Reference Review | Schedule: Months 1-2

The Project will review two types of references: policy documents that have investigated the existing transition plans of accessible transportation in California and other states, and nationwide practices on open data standards for mobility data specifications and their applications. Understanding the policy documents, particularly in terms of strategic priorities and related regulations, will help align the project with reality and determine the most effective approach to accessing data through stakeholders.

Task Deliverable: Literature review of open data implementations for on-demand and accessible transportation

Task 2: Existing Conditions and Gaps Assessment | Schedule: Months 2-3

In consultation with the partner agencies and organizations, the project team will engage all service providers and conduct preliminary data collection for OPTIMAT operations and services. The status quo will be assessed from the perspectives of service availability, data availability, and performance differences across multiple modes. The assessment will include ridership and service levels, data-based traveler satisfaction, on-time performance, origin/destination trip connectivity, and other relevant metrics. The needs and gaps analysis will provide answers on how the design and implementation of OPTIMAT can address current pain points and better serve the communities.

Task Deliverable: Existing conditions and gaps assessment report

Task 3: Data Collection, Specification & Application Definition | Schedule: Months 3-5

In this stage, the project team will obtain fleet data, operation records, demand data, riders' special needs data, eligibility data, and other relevant resources from the partner agencies and providers, and present the contrasting characteristics of regular transit data and accessible transportation data including ADA paratransit and community-based transportation modes.

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

Given the common nature of demand-responsive service, the data framework for on-demand micro transit will be leveraged and upgraded to apply to paratransit and other community-based mobility modes. In addition, while both offer a variable route, all accessible transportation modes in their current model require advance notices including the traveler's eligibility and assistance information before they can use the service, or are limited in the area of which additional passengers can join. The Project will take into consideration these constraints to define the OPTIMAT data specification and the system concept of operations that differs from the conventional fixed-route and on-demand transit.

Task Deliverables: OPTIMAT Data Management Plan
 OPTIMAT Evaluation Plan
 Project Concept of Operations document

Task 4: System Prototyping and Demonstration | Schedule: Months 4-12

The data related to providers, travelers, and service performance will be consolidated to construct a proposed Open Data Platform. To address the embedded complexities of "multimodal", "on-demand" and "rider-oriented" data, a hybrid system database will be developed to contain both trip-related information and accessibility-related information.

The system will first establish the backend database based on the accessible transportation data specification defined in Task 3. Beyond the data collection method through archive files, the automatic data sharing interface between the platform and the provider's backend will be designed and for the Stage 1 grant will be implemented for the majority of the county agencies. The goal is to deploy the platform for as many of the partner agencies as possible, however the number of agencies included in Stage 1 will be dependent on the integrity and availability of data from each agency.

The open data platform applications will be prototyped, including three customer-oriented tools: an AI-powered trip information and referral tool, an agency-free real-time information phone app, and a performance dashboard to demonstrate the trip statistics and performance metrics at the agency-level and county-level.

Task Deliverables: OPTIMAT data sharing interface and database design documentation
 Prototype of the accessible trip I&R website
 Conceptual design of the agency-free real-time information phone app
 Prototype of the performance dashboard

Task 5: Customer and Community Engagement, Training | Schedule: Months 4-18

The project team will organize or attend CCTA committee meetings such as the Paratransit Coordination Council meetings and the ATSP Task Force meetings.

The project team will develop outreach plans to connect with individual disadvantaged riders, employee and volunteer drivers, call center staff, service organization staff, authority and agency managers, and others. They will test the system prototypes and provide feedback on the advantages and difficulties they experience.

The project team will organize two workshops to solicit feedback from the stakeholders on the deliverables, particularly the improvement occurred and remaining issues. The project team will also develop three types of training courses: rider training, operator staff training, and agency manager training. Each group will be educated to utilize the project applications through Stage 1 and 2.

Task Deliverables: Community and customer outreach plan
 Prototype testing report
 OPTIMAT Technology and Applications Workshops

Task 6: Performance Evaluation and Implementation Plan | Schedule: Months 13-18

The Project will develop performance metrics for the accessible transportation ecosystem county-wide. These metrics will be in the format of quantitative indexes, measuring a range of Transportation Equity Indicators (TEI) including service availability, mobility accessibility, travel efficiency, and system reliability. The evaluation results will be showcased on the platform dashboard.

The performance of the system prototyping stage will be measured by the geographic coverage, provider participation, data availability and completeness, and customer survey of tool access experience.

We will generate a final report to summarize the process and accomplishment of OPTIMAT planning and prototyping. We will also create a fully realized implementation plan based on the outcome and conclusion of Stage 1.

Task Deliverables: Platform performance measurement and evaluation report
Project Stage 1 Final Report
Project Stage 1 Implementation Report

Task 7: Travel

Assumes 2 trips for SMART conferences for each key staff.

Task Deliverables: Attending in-person meetings

2. Additional information:

See Proposal and the FINAL Budget and Budget Justification documents, as provided by the Recipient and are located in the Supporting Docs folder in PRISM.

**ARTICLE 4
RECIPIENT INFORMATION**

1. Recipient's Unique Entity Identifier.

XCKQJHZ2Y3R4

Tin No. 94-3348123

2. Recipient Contact(s).

Name: Timothy Haile
Title: Executive Director CCTA
Phone: 925-256-4735
Email: thaile@ccta.net

3. Recipient Key Personnel

Name: Ying Smith
Title: Director Mobility Programs CCTA
Phone: 925-256-4748
Email: ysmith@ccta.net

Name: Rashida Kamara
Title: Programs Manager CCTA
Phone: 925-256-4707
Email: rkamara@ccta.net

4. USDOT Project Contact(s).

Thy H. Nguyen
Grants/Agreement Officer
202-875-0520
thy.nguyen@dot.gov

**ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION**

5.1 Office for Subaward and Contract Authorization.

- (a) USDOT Office for Subaward and Contract Authorization: Office of the Assistant Secretary for Research and Technology SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Awarding Office (AO) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- (b) Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.
- (c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) or SF-270 (Outlay Report and Request for Reimbursement for Non-Construction Programs) to clearly document all costs incurred.

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement in section 19.7(a) that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

- (f) To seek reimbursement from DOT, the Recipient shall submit documentary evidence of all expenditures associated with the Grant Project (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment.

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6
SPECIAL GRANT TERMS**

6.1 SMART funds must be expended by the budget period end date as specified in Article 10.3 of the General Terms and Conditions.

6.2 The Recipient should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

6.3 There are no other special grant requirements for this award.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Baseline Measurement Date: Due 90 days after award

Baseline Report Date ('Evaluation Plan'): Due 90 days after award

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety and Reliability	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on emergency response and the safety of systems for pedestrians, bicyclists, and the broader traveling public	End of period of performance
Resiliency	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the reliability and resiliency of the transportation system including cybersecurity and climate change	End of period of performance
Equity and Access	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on connecting or expanding access to jobs, education, and essential services for underserved or disadvantaged populations	End of period of performance
Climate	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on congestion, air pollution, emissions, and energy efficiency	End of period of performance

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

Partnerships	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the economic competitiveness and private sector partnerships including technical and financial commitments	End of period of performance
Integration	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the integration of systems and the connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public	End of period of performance
Costs	Project Costs: Quantification of the cost of the proof-of-concept or prototype carried out using the grant (Stage 1)	End of period of performance
Costs	Project Costs: Quantification of the anticipated cost of at-scale implementation (Stage 2)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and recommendations for future deployment strategies	End of period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See section 10.1.

Scope: No major changes in scope, the changes for the deliverables are listed below in response to the DOT project requirements and considerations regarding deliverable format:

	Original in the application	Updated in Article 3	Reason
Task 3, Deliverables		OPTIMAT Data Management Plan	The DMP is required by the <i>SMART Reporting Requirements and Due Dates</i>
		OPTIMAT Evaluation Plan	The EP is required by the <i>SMART Reporting Requirements and Due Dates</i>
	OPTIMAT data specification document; Platform backend design document	To be integrated in the Task 4 deliverable: Data Specification, Interface and Backend Design Documentation	Document integration
Task 4, Deliverables	Prototype of the agency-free real-time information phone app	Conceptual Design of the agency-free real-time information phone app	This application will be conceptually designed in Stage 1 and is planned to be prototyped in Stage 2.
	Search and reasoning engine for mode and trip referral application	To be integrated in the Task 4 deliverable: Data Specification, Interface and Backend Design Documentation	Document integration
	Data sharing interface and database design documentation	Data Specification, Interface and Backend Design Documentation	To form a comprehensive design report
Task 6, Deliverables	Project Stage 2 Implementation Plan	Project Stage 1 Implementation Report	Change the document title according to the <i>SMART Reporting Requirements and Due Dates</i>
Task 7, Description	Assumes 2 trips to Washington D.C. for key staff	Assumes 2 trips for SMART conferences for each key staff	Trip locations TBD

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

Schedule: Schedule was pushed back from July 1, 2024 to October 1, 2024 to complete all necessary approvals and paperwork

Budget: Overall budget didn't change (only minor tweaks in costs). CCTA shifted some staff time costs to use its federally procured On-Call services consultant to assist in management support of the project)

**ATTACHMENT C
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked in the following table are accurate:

<input type="checkbox"/>	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

<input type="checkbox"/>	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
<input type="checkbox"/>	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

See Supporting Text in the narrative page.

**ATTACHMENT D
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
<input type="checkbox"/>	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
<input type="checkbox"/>	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

See Supporting Text in the narrative page.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards. Successful projects will also support the creation of good-paying jobs with the free and fair choice to join a union.

As outlined in the Notice of Funding Opportunity, applicants are evaluated and selected based on criteria including the extent to which applicants identify the necessary planning and engagement activities that, as projects are fully implemented during Stage 2, will ensure high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporating strong labor standards (e.g., wages and benefits at or above prevailing, use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to 16 registered apprenticeships, etc.), and/or providing workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.). The table below enables The Recipient to demonstrate how this criteria is addressed.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
<input type="checkbox"/>	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

<input type="checkbox"/>	<p>The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i></p>
<input type="checkbox"/>	<p>The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i></p>
<input type="checkbox"/>	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
<input type="checkbox"/>	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

<input type="checkbox"/>	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
<input checked="" type="checkbox"/>	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

<input type="checkbox"/>	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
<input type="checkbox"/>	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
<input type="checkbox"/>	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
<input checked="" type="checkbox"/>	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

SUPPORTING TEXT FOR CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Supporting a Modal Shift to Reduce Emissions and Induced Travel Demand

By creating an integrated, accessible, and efficient transportation system, The Project will make public transit a more attractive option for a broader range of users, including those with disabilities and seniors, and subsequently encourage a modal shift in passenger movement, contributing to reduced emissions and lower induced travel demand. Here's how the project supports this goal:

Encouraging Public Transit Use: By addressing the specific needs of disadvantaged travelers and improving overall service quality, the project encourages a shift from private vehicle use to public transit. Increased public transit use reduces the number of cars on the road, leading to lower traffic congestion and decreased greenhouse gas emissions.

Enhancing Accessibility: By improving the accessibility of public transit services, the project makes it easier for individuals with disabilities and seniors to use these services instead of relying on private vehicles. Features such as one-stop booking, special needs consideration, and real-time information on accessible routes make public transit more user-friendly and inclusive.

Enhancing Reliability and Efficiency: Enhancing the reliability and efficiency of accessible transportation services — ensuring that paratransit and other microtransit run on time and provide seamless trips — makes transit a more viable and appealing option. The data aggregation and integration technology can also assist mobility providers in making their fleet operations more efficient by reducing instances of running without passengers, decreasing dwell time for pick-up and drop-off, and minimizing cross-agency transfers, which will subsequently contribute to energy saving and emission reduction.

Integration with Other Sustainable Modes: The project promotes the integration of public transit with other sustainable modes of transportation, such as microtransit and active transportation. By improving the connectivity between different modes of transport, the project makes it easier for passengers to combine various forms of travel, further reducing reliance on private vehicles.

Supporting Policy and Planning: The data collected and organized through the project supports urban planning and policy-making efforts aimed at promoting sustainable transportation. Policymakers can use this data to identify gaps, optimize routes, and implement strategies that encourage the use of public transit over private cars.

Educating and Raising Awareness: By providing comprehensive and accessible information about transit options, the project raises awareness among the public about the benefits of using public transit. Education campaigns and outreach programs can further encourage people to shift from car use to more sustainable modes of transportation.

In summary, the project supports a modal shift in passenger movement by making public transit more accessible, reliable, and convenient, thereby reducing the need for private vehicle use and lowering overall emissions. By fostering a more integrated and user-friendly transportation system, the project helps create a more sustainable accessible transportation ecosystem.

SUPPORTING TEXT FOR RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity

As barriers to travel for our core customers, namely seniors and people with disabilities, are broken down, individuals can be reconnected with these types of opportunities, thus enabling them to actively contribute to local economic development and circulation.

The deployment of the proposed integrated platform will provide actionable solutions to facilitate collaboration among agencies and organizations, mitigate complexity in guiding disadvantaged travelers and their communities, and improve data standards to be compatible with a broader range of stakeholders such as technology providers, agency operators, and policymakers. The project outcome will particularly benefit small service providers like community-based shuttles and volunteer drivers' programs who will be supported by a sustainable digital platform to improve their efficiency and quality of service.

The completion of this Project will create a vital component of the County's Accessible Transportation Strategy Plan (ATSP) implementation. By implementing an open data platform, CCTA will establish a foundation for an easy-to-use information center that provides real-time traveler updates and enhances the one-seat ride paratransit program, which has been explicitly identified in the ATSP. Seniors and individuals with disabilities will benefit from a comprehensive transit information hub, reducing the frustration and time-consuming nature of navigating the transit system. The integration of all transit options on a single platform will streamline processes for customer service agents and operational center staff. Additionally, the Project outcome will enable agencies to make informed budgeting and funding decisions centered around the needs of passengers, ensuring resources are allocated where they will have the greatest impact.

The project will also develop training courses including customer training and operator staff training. The customer training can help disadvantaged individuals ease their local and regional commute, which can make them more competitive in the job market. Operator staff training can enhance the knowledge and capabilities of employees, enabling them to provide better services and contribute to the overall efficiency and capacity of the organization, potentially leading to better job opportunities. These trainings also assist to monitor workforce related progress and trends by using the digital tools and the performance dashboard.

SUPPORTING TEXT FOR LABOR AND WORKFORCE

N/A

SUPPORTING TEXT FOR CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

N/A

U.S. DEPARTMENT OF TRANSPORTATION

**GENERAL TERMS AND CONDITIONS UNDER THE STRENGTHENING
MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART)
GRANT PROGRAM**

Contents

- U.S. DEPARTMENT OF TRANSPORTATION..... 1
- GENERAL TERMS AND CONDITIONS UNDER THE STRENGTHENING MOBILITY AND
REVOLUTIONIZING TRANSPORTATION (SMART) GRANT PROGRAM 1
- GENERAL TERMS AND CONDITIONS 4
- ARTICLE 7 PURPOSE..... 5
- ARTICLE 8 USDOT ROLE 6
 - 8.1 Division of USDOT Responsibilities. 6
- ARTICLE 9 RECIPIENT ROLE 7
 - 9.4 Project Delivery..... 7
- ARTICLE 10..... 9
 - 10.2 Federal Obligations. 9
 - 10.3 Budget Period..... 9
 - 10.4 Period of Performance..... 9
- ARTICLE 11 10
 - 11.4 Budget Changes..... 10
- ARTICLE 12 GENERAL REPORTING TERMS..... 12
 - 12.2 Paperwork Reduction Act Notice..... 12
- ARTICLE 13..... 13
- ARTICLE 14 PERFORMANCE REPORTING 14
 - 14.1 Evaluation and Data Management Plan..... 14
 - 14.2 Implementation Report..... 14
 - 14.3 Performance Reporting Survival. 16
 - 14.4 Program Evaluation. 16
- ARTICLE 15 NONCOMPLIANCE AND REMEDIES 17
 - 15.1 Noncompliance Determinations. 17
 - 15.2 Remedies..... 17
 - 15.3 Other Oversight Entities..... 18
- ARTICLE 16 AGREEMENT TERMINATION 19
 - 16.1 USDOT Termination..... 19
 - 16.2 Closeout Termination..... 19
 - 16.4 Non-Terminating Events..... 20
- ARTICLE 17..... 21
 - 17.1 Recipient Monitoring and Record Retention..... 21
 - 17.2 Financial Records and Audits..... 21
- ARTICLE 18 CONTRACTING AND SUBAWARDS..... 23
 - 18.1 Build America, Buy America. 23
 - 18.2 Buy American Act..... 25
- ARTICLE 19..... 31
 - 19.3 Timing of Project Costs..... 31
 - 19.6 Timing of Payments to the Recipient. 31
 - 19.7 Payment Method. 32
 - 19.8 Information Supporting Expenditures. 32
- ARTICLE 20..... 33
 - 20.1 Liquidation of Recipient Obligations. 33
- ARTICLE 21 AGREEMENT MODIFICATIONS..... 34
 - 21.2 Unilateral Contact Modifications. 34
 - 21.3 USDOT Unilateral Modifications..... 34

ARTICLE 22.....	35
ARTICLE 23.....	36
ARTICLE 24.....	37
24.2 Federal Law and Public Policy Requirements.....	37
24.3 Federal Freedom of Information Act.....	37
24.5 Whistleblower Protection.....	37
24.6 External Award Terms and Obligations.....	37
ARTICLE 25 ASSIGNMENT.....	39
ARTICLE 26 WAIVER.....	40
26.1 Waivers.....	40
ARTICLE 27.....	41
27.2 Environmental Review.....	41
27.3 Railroad Coordination.....	42
27.4 Relocation and Real Property Acquisition.....	42
27.5 Equipment Disposition.....	43
ARTICLE 28 MANDATORY AWARD INFORMATION.....	44
ARTICLE 29 CONSTRUCTION AND DEFINITIONS.....	45
29.3 Construction.....	45
29.4 Integration.....	45
ARTICLE 30 AGREEMENT EXECUTION ANDEFFECTIVE DATE.....	47

GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Strengthening Mobility and Revolutionizing Transportation (**SMART**) Discretionary Grant Program (BIL Section 25005) and appropriated additional funds to the United States Department of Transportation (the “**USDOT**”) under Division J, Title VIII of BIL to implement the program. The funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355). The funds are available to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector.

The USDOT published a Notice of Funding Opportunity (the “**NOFO**”) to solicit applications for Federal Financial assistance for the **SMART** program (87 FR 58187).

These general terms and conditions are incorporated by reference in a project-specific Financial Assistance agreement under the SMART Grants Program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose.

The purpose of this award is to is to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector. The parties will accomplish that purpose by achieving the following objectives:

- (a) timely completing the Project; and
- (b) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by Section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

The Office of the Secretary of Transportation—Research and Technology (OST-R) is ultimately responsible for the USDOT’s administration of the SMART Grant Program.

USDOT Program Contacts.

U.S. Department of Transportation
Office of the Assistant Secretary for Research and Technology
1200 New Jersey Avenue, SE
Washington, DC 20590
SMART@dot.gov

**ARTICLE 9
RECIPIENT ROLE**

9.1 Statements on the Project.

The Recipient states that:

- (a) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (b) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity.

The Recipient states that:

- (a) it has the authority to receive Federal Financial Assistance under this agreement;
- (b) it has the legal authority to complete the Project;
- (c) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (d) not less than the difference between the “Total Eligible Project Cost” and the “SMART Grant Amount” listed in Section 3.3 are committed to fund the Project;
- (e) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this Article 9 and in Section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance.

The Recipient acknowledges that:

- (a) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (b) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (c) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (d) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) the Recipient shall complete the Project under the terms of this agreement.
- (b) the Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

- (c) the Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) the Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.
- (c) The Recipient shall ensure that the funds provided by USDOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

9.6 Notification of Changes to Key Personnel.

The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 **Federal Award Amount** The USDOT hereby awards to the Recipient the amount listed in Section 2.3 as the SMART Grant amount.

10.2 **Federal Obligations.**

This agreement obligates for the Period of Performance listed in Section 2.4.

10.3 **Budget Period**

The Budget Period for this award begins on the date of this agreement and ends on the budget period end date as specified in Section 2.4, which shall be no later than 1.5 years from the date of grant execution. In this agreement, “Budget Period” is used as defined at 2 C.F.R. 200.1.

10.4 **Period of Performance.**

(a) This award begins on the “Effective date” and ends on the “End date” as specified in Section 2.4.

(b) In this agreement, “Period of Performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement.

The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 11.1 is separate from any requirements under this Article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes.

If the Project's activities differ from the statement of work that is described in Section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update Section 3.1.

11.3 Schedule Changes.

If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (a) a substantial completion date for the Project or a component of the Project is listed in Section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in Section 3.2; or
- (b) a schedule change would require the Period of Performance to continue after the period of performance end date listed in Section 2.4.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update Section 3.2 and Attachment B if, in comparing the Project's budget to the amount listed in Section 3.2.

- (1) the “Non-Federal Funds” amount decreases; or
 - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in Section 11.4(b), the Recipient shall request an amendment of this agreement to update Section 3.2 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in Section 3.2, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in Sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in Section 3.2 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in Section 3.2 and either the Recipient does not make a proposal under Section 11.4(d) or the USDOT does not accept the Recipient’s proposal under Section 11.4(d), then:
- (1) in a request under Section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in Section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SMART Action Plan or Implementation Grant Amount” and the “Other Federal Funds” amounts that are listed in Section 3.2.

- (a) The Recipient acknowledges that amounts that are required to be refunded under Section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).
- (b) The Recipient shall ensure compliance with Federal regulations requiring conduct of a Federally approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.

11.5 **USDOT Acceptance of Changes.**

The USDOT may accept or reject amendments requested under this Article 11, and in doing so may elect to consider only the interests of the SMART grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this Article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under Section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission.

The Recipient shall send all reports required by this agreement in accordance with the instructions provided in the SMART Reporting Requirements Checklist.

12.2 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0520.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Program Performance Reports.

The recipient shall submit to USDOT Quarterly Project Progress Reports in the format and with the content described in Exhibit-C. Due dates for reporting periods are 3/31, 6/30, 9/30, or 12/31, regardless of budget period start dates. Recipients shall submit quarterly reports no later than 30 days after the end of the reporting period. Annual reports are due no later than 90 days after the end of the reporting period.

13.2 Quarterly Financial Status.

Recipient shall submit a Federal Financial Report using SF- 425 in accordance with specified due dates.

ARTICLE 14 PERFORMANCE REPORTING

14.1 Evaluation and Data Management Plans

The Recipient shall submit to the USDOT, not later than 90 days after receiving the award, a report that provides an overview of how the project will be evaluated ('Evaluation Plan') and a report that describes how the data collected will be managed and stored ('Data management Plan') including:

- (a) an overview of how the proof-of-concept or prototype will be evaluated and how the data collected will be managed and stored;
- (b) a description of the anticipated impact areas (i.e. goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation;
- (c) robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals; and
- (d) the baseline data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

Guidance on the preparation and submission of each of these reports is available on the SMART Grants website under 'Resources for all Grantees'.

14.2 Implementation Report

The Recipient shall submit to the USDOT, not later than 1 year after receiving the grant award, a report that describes, consistent with section 25005(f) of BIL:

- (a) the deployment and operational costs of the project, as compared to the benefits and savings from the project;
- (b) the means by which the project has met the original expectation, as projected in the SMART grant application, including data describing the means by which the project met the specific goals for the project;
- (c) lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance; and
- (d) a description of the requirements for a successful at-scale deployment, an assessment of the feasibility of at-scale implementation, and an analysis of the

success, challenges, and validity of the initial approach.

- (e) the performance measurement data for each performance measure that is identified in the Performance Measure Table in Attachment A.

This is known as the Draft Implementation Report. A final version of this report is due at the end of the Period of Performance.

14.3 **Performance Reporting Survival.**

The data collection and reporting requirements in this Article 14 survive the termination of this agreement which is three years post period of performance.

14.4 **Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across Grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or USDOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15
NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or any of the Terms and Conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under Section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under Section 15.1(b); or
 - (2) if the Recipient fails to respond under Section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under Section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs,

requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this Section 15.2 or making a public interest determination under Section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this Section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 **Other Oversight Entities.**

Nothing in this Article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SMART Grant contribution (all eligible project costs other than the SMART Grant Amount, as described in Section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with Article 3;
 - (2) a construction start date for the Project or Strategy is listed in Section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in Section 3.2;
 - (3) a substantial completion date for the Project or Strategy is listed in Section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in Section 3.2;
 - (4) the Recipient fails to comply with the Terms and Conditions of this agreement, including a material failure to comply with the schedule in Section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 2 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This Section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under Section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this Section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project

Closeout should occur no later than one year after the end of the Period of Performance.

16.3 Post-Termination Adjustments.

The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the Period of Performance described under Section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under Section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies.

The termination authority under this Article 16 supplements and does not limit the USDOT’s remedial authority under Article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under Section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the SMART program, a grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “DOT SMART” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “DOT SMART” in column c (“Additional Award Identification”).

17.3 Internal Controls.

The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access.

The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

For domestic sourcing compliance purposes and to ensure proper procurement, recipients shall coordinate with the SMART Program office to identify if their project is considered an Infrastructure project. If USDOT determines that a project is a "project for infrastructure," the recipient will comply with Build America Buy America requirements. If USDOT determines that a project is not a "project for infrastructure," the recipient will comply with Buy American Act requirements. The Recipient may participate in planning activities before project identification, as long as it does not include the purchasing of physical materials or a commitment to do so.

18.1 **Build America, Buy America.**

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

For BABA compliance purposes and to ensure proper procurement, recipients shall coordinate with the SMART Program office to identify if their project is considered an Infrastructure project. If USDOT determines that a project is a "project for infrastructure," the recipient will comply with Build America Buy America requirements. If USDOT determines that a project is not a "project for infrastructure," the recipient will comply with Buy American Act requirements. The Recipient may participate in planning activities before project identification, as long as it does not include the purchasing of physical materials or a commitment to do so.

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

- (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (a) applying the domestic content procurement preference would be inconsistent with the public interest;
- (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

18.2 Buy American Act

The Recipient shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305.

For the purpose of Article 18 of this agreement, the Project is deemed a public work of the Federal Government under 41 U.S.C. § 8301.

Article 18 implements 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic construction material.

The Recipient shall not use foreign construction materials in performing this agreement, except that:

- (a) the Recipient may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States;
- (b) the Recipient may use information technology that is a commercial item;
- (c) the Recipient may use foreign construction materials that are listed at 48 C.F.R. 25.104; and
- (d) the Recipient may use foreign construction materials if the USDOT has authorized their use under subsection (d) of Article 18.

If the Recipient uses foreign construction material in violation of Article 18, the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under Article 15 and 2 C.F.R. 200.339.

The USDOT may authorize the Recipient to use foreign construction material, by modifying this agreement under Section 21.1, if the USDOT determines that:

- (a) applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest;
- (b) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (c) the cost of domestic construction material is unreasonable. To determine if a cost is unreasonable, the USDOT will follow processes described in 48 C.F.R. 25.106.

The Recipient may request that the USDOT authorize the Recipient to use foreign construction material under subsection (d) of Article 18. If the Recipient makes a request under this subsection (e), the Recipient shall provide adequate information for the USDOT to evaluate the request, including:

- (a) a description of the foreign and domestic construction materials,
- (b) unit of measure;
- (c) quantity;

- (d) price, including all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued),
- (e) time of delivery or availability,
- (f) location of the construction project,
- (g) name and address of the proposed supplier,
- (h) a detailed justification of the reason for use of foreign construction materials identifying the specific basis for an exception under subsection (d) of this term,
- (i) if the Recipient requests authorization under subsection (d)(3) of Article 18, a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign construction materials; and
- (j) if the Recipient submits the request after contract award, an explanation why the Recipient could not have, before contract award:
 - (1) reasonably foreseen the need for the determination and
 - (2) requested the determination.

The Recipient acknowledges that:

- (a) this agreement is not a Government procurement contract;
- (b) acquisitions of supplies, services, or construction materials by the Recipient under this agreement are not acquisitions by the Government; and
- (c) the Free Trade Agreement exceptions to the Buy American Act as provided by 48 C.F.R. Part 25, Subpart 25.4 are inapplicable to this agreement.

In Article 18, the following definitions apply: “commercially available off-the-shelf (COTS) item”

- (a) means any item of supply (including construction material) that is:
 - (1) a commercial item as defined by 48 C.F.R. § 2.101;
 - (2) sold in substantial quantities in the commercial marketplace; and
 - (3) offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and
- (b) does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products. “construction material” means an article, material, or supply brought to the construction site by the Recipient for incorporation into the building or work. The term also includes an item brought to

the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“cost of components” means—

- (a) For components purchased by the Recipient, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the Recipient, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“domestic construction material” means—

- (a) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—
 - (1) An unmanufactured construction material mined or produced in the United States; or
 - (2) A construction material manufactured in the United States, if:
 - (i) the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered in calendar year 2029 or later. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) the construction material is a COTS item manufactured in the United States; or
- (b) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of

all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of “cost of components” in this term.

“foreign construction material” means a construction material other than a domestic construction material.

“predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

“United States” means the 50 States, the District of Columbia, and outlying areas.

18.3 Small and Disadvantaged Business Requirements.

The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

18.4 Engineering and Design Services.

The Recipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.5 Foreign Market Restrictions.

The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.7 **Recipient Responsibilities for Subawards.**

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount.

Under this award, the USDOT shall not provide funding greater than the “Funds Obligated” amount, as specified on the SMART Assistance Agreement. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs.

This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement,

19.4 Recipient Recovery of Federal Funds.

The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds.

Any Federal funds that are awarded at Section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient.

- (a) When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.
- (b) Pursuant to 2 CFR 200.305, advance payments to Recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs. The Recipient must make timely payment to contractors

in accordance with the contract provisions.

19.7 Payment Method.

- (a) If the USDOT Payment System identified in Section 5.2 is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement or advance payment under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in Section 5.2.

19.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in Section 5.2 is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Outlay Report and Request for Advance or Reimbursement for Non-Construction Program) or the SF-271 (Outlay Report and Request for Advance or Reimbursement for Non-Construction Program) to identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency.

If the USDOT Payment System identified in Section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the Period of Performance.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS

21.1 Bilateral Modifications.

The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in Sections 4.4 by written notice to all of the Recipient contacts who are listed in Section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this Section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications.

The parties shall not amend, modify, or supplement this agreement except as permitted under Sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under Section 21.1, not permitted under Section 21.2, and not permitted under Section 21.3, it is void.

ARTICLE 22
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice.

Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity.

Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards.

The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance.

Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in Article 29, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 **Incorporated Certifications.**

The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

**ARTICLE 25
ASSIGNMENT**

25.1 Assignment Prohibited.

The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26
WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability.

The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Environmental Review

(a) In this section, “Environmental Review Entity” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
- (2) for all other cases, an operating agency within the Department of Transportation will be identified to conduct NEPA evaluations.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
- (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

- (1) the Environmental Review Entity’s actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.
- (h) The Recipient may not expend any of the funds provided in this Agreement or incur expenses under this Agreement on final design, construction, or other activities that represent an irretrievable commitment of resources unless and until it complies with the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations, and DOT has provided the Recipient with a written notice that the environmental review process is complete. At that time, DOT may authorize the distribution and expenditure of funds. The Recipient may not obligate or expend any funds (federal, state or private) for final design, construction, or other activities that represent an irretrievable commitment of resources for the Project, or commence any part of final design, construction, or other activities that represent an irretrievable commitment of resources for the Project or any component of the Project, without receiving such written confirmation from DOT. The Recipient may participate in planning activities, as long as they do not constitute an irretrievable commitment to a specific course of action. Depending on the outcome of the environmental review process, DOT may rescind this Agreement or may pursue any other permissible remedy under 2 C.F.R. § 200.338-200.342.

27.3 **Railroad Coordination.**

- (a) If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

27.4 **Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.5 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the awarding agency.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this Section 27.6 for all tiers of subawards under this award.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (a) the “Federal Award Date” is the date of this agreement, as defined under Section 30.2;
- (b) the “Assistance Listings Number” is 20.941 and the “Assistance Listings Title” is “Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program”; and
- (c) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 **Attachments.**

This agreement includes the following attachments as integral parts:

Attachment A Performance Measurement Information
Attachment B Changes from Application
Attachment C Climate Change and Environmental Justice Impacts
Attachment D Racial Equity and Barriers to Opportunity
Attachment E Labor and Workforce
Attachment F Critical Infrastructure Security and Resilience

29.2 **Exhibits.**

The following exhibits, which are in the document titled “Exhibits to Grant Agreements Under the SMART Grant Program”, available at <https://www.transportation.gov/grants/SMART>, are part of this agreement:

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Reports and Recertifications: Format and Content
Exhibit D	Certification for Contracts, Grants, Loans, And Cooperative Agreements
Exhibit E	FAA Regulations
Exhibit F	Communications Technology
Exhibit G	Equipping or Retrofitting Motor Vehicles
Exhibit H	Eligible Cost
Exhibit I	Data Collection Requirements

29.3 **Construction.**

- (a) If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 **Integration.**

- (a) This agreement constitutes the entire agreement of the parties relating to the SMART grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SMART grant program and awards under that program.

29.5 **Definitions.**

In this agreement, the following definitions apply:

“Program Statute” means the BIL Section 25005 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; and statutory text under the heading “Strengthening mobility and revolutionizing transportation grant program” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“Project” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–E.

“SMART Grant” means an award of funds that were made available under the NOFO.

“Grant Application” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

- 30.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 **Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SMART Grant when the USDOT's authorized representative signs it.
- 30.3 **Termination.** Should this Grant Agreement be terminated prior to the end date of the Period of Performance, USDOT reserves the right to require that the Recipient return to USDOT any of the funds reimbursed for expenses subsequently deemed ineligible.

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Technical Planning and Development for OPTIMAT

Scope of Work

Task 1: Start-up and Reference Review | Schedule: Months 1-2

PATH will primarily review nationwide practices on open data standards for mobility data specifications and their applications particularly for accessible transportation.

Deliverable: Literature review of open data implementations for on-demand and accessible transportation.

Task 2: Existing Conditions and Gaps Assessment | Schedule: Months 2-3

In consultation with the partner agencies and organizations, PATH will engage all service providers and conduct preliminary data collection for OPTIMAT operations and services. The status quo will be assessed from the perspectives of service availability, data availability, and performance differences across multiple modes. The assessment will include ridership and service levels, data-based traveler satisfaction, on-time performance, origin/destination trip connectivity, and other relevant metrics. The assessment report will be reviewed by CCTA.

Deliverable: Existing conditions and gaps assessment report draft

Task 3: Data Collection, Specification & Application Definition | Schedule: Months 3-7

In this task, PATH will gather an inclusive array of data from stakeholder entities, encompassing fleet information, operational logs, demand metrics, details on riders with special requirements, eligibility criteria, among other pertinent materials. This data will serve to highlight the differences between standard public transportation information and that of accessible transit options, such as ADA paratransit and community-based transport initiatives.

The existing data architecture used for on-demand micro-transit will be enhanced to encompass paratransit and other local mobility services. Furthermore, although flexible in their routing, current accessible transit models necessitate prior bookings that include the user's eligibility and necessary support details before service use, and are often geographically restricted in terms of boarding additional passengers. PATH will address these limitations while establishing the OPTIMAT data standards and operational system concept, which are distinct from traditional fixed-route and on-demand transit models.

Deliverables: OPTIMAT data specification document
Platform backend design document
Project Concept of Operations document draft

Task 4: System Prototyping and Demonstration | Schedule: Months 4-12

The data related to providers, travelers, and service performance will be consolidated to construct a proposed Open Data Platform. To address the embedded complexities of "multimodal", "on-demand" and

"rider-oriented" data, a hybrid system database will be developed to contain both trip-related information and accessibility-related information. The system will first establish the backend database based on the accessible transportation data specification defined in Task 3.

The open data platform applications will be prototyped, including three customer-oriented tools: an AI-powered trip information and referral tool, an agency-free real-time information app, and a performance dashboard to demonstrate the trip statistics and performance metrics at the agency-level and county-level. The goal is to deploy the platform for as many of the partner agencies/organizations as possible, depending on the integrity and availability of data from each agency.

Deliverables: OPTIMAT data sharing interface and database design documentation
Prototype of the accessible trip I&R website
Prototype of the agency-free real-time information mobile app
Prototype of the performance dashboard

Task 5: Customer and Community Engagement, Training | Schedule: Months 4-18

PATH will attend CCTA committee meetings such as the Paratransit Coordination Council meetings and the ATSP Task Force meetings.

PATH will assist CCTA to develop outreach plans to connect with individual disadvantaged riders, employee and volunteer drivers, call center staff, service organization staff, authority and agency managers, and others. They will test the system prototypes and provide feedback on the advantages and difficulties they experience.

PATH will assist CCTA to organize two workshops to solicit feedback from the stakeholders on the deliverables, particularly the improvement occurred and remaining issues.

Deliverables:
Applications testing and usage report
OPTIMAT Technology and Applications Workshops

Task 6: Performance Evaluation and Implementation Plan | Schedule: Months 13-18

PATH will develop performance metrics for the accessible transportation ecosystem county-wide which will be reviewed and finalized by CCTA. These metrics will be in the format of quantitative indexes, measuring a range of Transportation Equity Indicators (TEI) including service availability, mobility accessibility, travel efficiency, and system reliability. The evaluation results will be showcased on the platform Dashboard.

PATH will generate a final report draft to summarize the process and accomplishment of OPTIMAT

planning and prototyping. PATH will assist CCTA to create a fully realized implementation plan based on the outcome and conclusion of Stage 1.

Deliverables: Platform performance measurement and evaluation report
Project Stage 1 Final Report draft
Project Stage 2 Implementation Plan draft

Task 7: Travels

2-3 trips for SMART program summit and workshops.

Budget Breakdown for Tasks

	Task 1		Task 2		Task 3			Task 4			Task 5			Task 6		Task 7	Subtotal by Category
	Meng	Kurz.	Meng	Kurz.	Meng	Kurz.	Stud.	Meng	Kurz.	Stud.	Meng	Kurz.	Stud.	Meng	Kurz.		
Personnel effort																	
Month 1	0.8	0.6															\$1,010
Month 2	0.2	0.15	0.6	0.45													
Month 3			0.7	0.44	0.1	0.15	1										
Month 4					0.5	0.4	1	0.2	0.1	1	0.1	0.1					
Month 5					0.5	0.4	1	0.2	0.1	1	0.1	0.1					
Month 6					0.5	0.4	1	0.2	0.1	1	0.1	0.1					\$1,010
Month 7					0.55	0.4	1	0.15	0.1	1	0.1	0.1					
Month 8								0.5	0.4	2	0.1	0.1					
Month 9								0.5	0.4	2	0.1	0.1					
Month 10								0.5	0.4	2	0.1	0.1					
Month 11								0.55	0.4	2	0.1	0.1					\$1,010
Month 12								0.5	0.4	2	0.1	0.1					
Month 13								0.5	0.4	1.8	0.1	0.1	0.1	0.1	0.1		
Month 14											0.1	0.1	0.1	0.1	0.1		
Month 15											0.1	0.1	0.1	0.12	0.1		
Month 16											0.1	0.1		0.12	0.1		
Month 17											0.1	0.1		0.12	0.1		\$1,010
Month 18											0.1	0.1		0.1	0.1		
Salary	\$23,068		\$28,915		\$84,783			\$192,730			\$41,345			\$16,551			\$387,392
Benefit	\$7,935		\$9,947		\$27,667			\$61,564			\$14,133			\$5,694			\$126,939
Supplier(office rental)	\$825		\$825		\$3,300			\$4,950						\$4,950			\$14,850
Supplier(cloud resource)					\$3,200			\$6,400						\$4,800			\$14,400
Travel																\$4,040	\$4,040
Direct Sub.	\$31,829		\$39,687		\$118,950			\$265,644			\$55,477			\$31,994		\$4,040	\$547,621
Indirect	\$8,275		\$10,319		\$30,927			\$69,067			\$14,424			\$8,319		\$1,050	\$142,381
Task Total	\$40,104		\$50,006		\$149,877			\$334,711			\$69,901			\$40,313		\$5,090	\$690,002

Note: the calculation basis for personnel are described in the following justification.

BUDGET JUSTIFICATION

SENIOR PERSONNEL:

Principal Investigator: **Dr. Joshua H. Meng**, at the University of California at Berkeley, will be the Principal Investigator (PI) of this project and will provide overall direction and oversight of the research project. In addition to overall project responsibility, the PI will supervise two CEE Graduate Student Researchers (GSR) working on the project. He will commit four calendar months in year one, and seven calendar months in year two.

Co-Principal Investigator: **Dr. Alexander A. Kurzhanskiy**, at the University of California at Berkeley, will be the Co-Principal Investigator (Co-PI) of this project and will provide overall direction and oversight of the research and the outreach projects. He will commit three calendar months in year one, and 6 calendar months in year two.

OTHER PERSONNEL:

Graduate Student Researchers (TBD): Two GSRs will assist the PI, as directed, in conducting research and will contribute to the drafting and dissemination of results. The GSRs will Commit 50% effort during Fall semester in year one (4.5 academic months), and 50% effort during Spring 2025 (4.5 academic months), and 100% effort during three summer months in 2025.

The University’s definition of a “Year” (effective April 1, 2018) for budgeting and management of senior personnel compensation is the fiscal year (July 1 to June 30). The salary compensation requested in the proposed budget for senior personnel does not exceed two months of salary compensation in any one year and will be expended in accordance with NSF and University requirements.

Salaries are based on actual salaries at time of submission and are projected to include yearly escalations as per the table above. GSR salaries are based on experience level and escalated annually in October. All other titles escalate in July.

Range increases occur each 10/1.

Graduate Student Researchers (GSRs)

	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027
Level	Mo. Rate				
4	6,775	7,207	7,668	8,159	8,681

FRINGE BENEFITS:

The University of California, Berkeley Composite Fringe Benefit Rates (CFBR) have been reviewed and federally approved by the Department of Health and Human Services (DHHS) on 07/27/2023 for use by all fund sources for UC Berkeley’s FY23-24. Rates beyond June 30, 2024 are estimates and are provided for planning purposes only. Future CFBR rates are subject to review and approval by DHHS on an annual or bi-annual basis. Fringe benefits are assessed as a percentage of the respective employee’s salary. The benefit rates are as follows:

	Approved					Projections for Planning Purposes -->
CBR Rate Group	FY20	FY21	FY22	FY23	FY24	FY25-27
Academic	36.5%	35.9%	35.9%	35.4%	34.4%	35.5%
Students (Graduate and Undergraduate)	2.4%	2.4%	2.6%	2.8%	2.3%	3.0%

For more information, please see: <https://spo.berkeley.edu/policy/benefits/benefits.html>

The University of California provides full remission of tuition, fees, and graduate student health insurance to all graduate students who are employed on-campus 25% time or greater during the academic year. For FY23-24, the rate for in-state remission is \$10,825.75 per semester, which is escalated annually in the budget at a rate of 4% each year. Additional information regarding the fee remission program and fees can be found at: <http://grad.berkeley.edu/financial/fee-remissions/> and <https://registrar.berkeley.edu/tuition-fees-residency/tuition-fees/fee-schedule>.

TRAVEL:

Domestic: A travel budget of \$5,082 is requested for one person to attend meetings in Washington D.C. The amounts are based on estimates for previous similar trips and includes airfare, meals/lodging, and ground transportation. Estimated breakdown of costs (per trip) are as follows and are based on past/previous trips of similar nature:

Trips	Days		PI(s)	
1	4		1	
Airfare	Meals	Hotel	Taxi	Conf. Reg. PI
\$600	\$79	\$225	\$75	\$650

OTHER DIRECT COSTS:

Computer Services: \$800 per month is budgeted for Cloud Computing services. The estimated price is based on similar vendor quotes.

Other: Rent of one desk space for two GSRs in the David Brower Center, 2150 Allston Wary, Berkeley, CA – \$725 per month for rent, and \$100 for utilities is budgeted.

INDIRECT COSTS:

Indirect costs are based on University negotiated rates with the cognizant federal authority and are applied at a rate of 26% (Off Campus) for FY24 using the modified total direct cost (MDTC) formula for a total amount of \$130,025 as per the approved rate agreement dated 07/27/2023. Modified total direct costs exclude equipment, capital expenditures, charges for patient care, student tuition remission, participant support costs, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000. For more information, please see: <http://www.spo.berkeley.edu/policy/fa.html>. The rates after June 30, 2024 are provisional and subject to change based upon our updated federally negotiated indirect cost rate agreement.



University of California, Berkeley
Proposed Budget

Principal Investigator: Joshua H. Meng		Begin Date: 7/1/2024	
Title: Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT)		End Date: 12/31/25	
Year 1: 7/1/24	through	12/31/24	Budget Years: 2
Research Type:	Off Campus Rate		
Sponsor Type:	Modified Total Direct Costs	Federal	

SALARIES	Select Salary Type	NIH Salary Cap?	No. of Mos.	Monthly Rate	Percent of Time	Subtotal	
Graduate Student Researchers							
Total = 1							
GSR Step IV							
	Academic	2023-2024	0	6,775	50%	-	
	Summer	2023-2024	0	6,775	50%	-	
Fall 2024	Academic	2023-2024	1	6,775	50%	3,388	
Fall 2024	Academic	2024-2025	3	7,209	50%	10,814	
	Academic	2024-2025	0	7,209	50%	-	
Total						14,201	
Total = 1							
GSR Step IV							
	Academic	2023-2024	0	6,775	50%	-	
	Summer	2023-2024	0	6,775	50%	-	
Fall 2024	Academic	2023-2024	1	6,775	50%	3,388	
Fall 2024	Academic	2024-2025	3	7,209	50%	10,814	
	Academic	2024-2025	0	7,209	50%	-	
Total						14,201	
Other Personnel						GSR Total	28,402
Total =							
Select Researcher Type*:							
Meng, Joshua	1	Associate Research Engineer, III	Subtotal	53,032			
			6	13,598	65%	53,032	
Kurzanskiy, Alex	1	Associate Research Engineer, III	Subtotal	41,670			
			6	12,627	55%	41,670	
						0 Total	94,702
SALARY SUBTOTAL						123,104	
BENEFITS							
Total = 2							
Resident GSRs = 2							
Nonresident GSRs = 0							
Semester 1							
Semester 2							
	Graduate Student Health Insurance	0		3,201	3,201	6,402	
	Resident GSR Tuition	0		8,057	8,057	16,114	
	Students				2.3%	653	
	Other Academic (Asso.Res./Specialist, etc.)				34.4%	32,577	
BENEFITS SUBTOTAL						55,746	
PERSONNEL SUBTOTAL						178,850	
TRAVEL							
Domestic Travel for technical meetings:							
Trips: 1 Days: 4 Subtotal							
PI Travelers: 1.0 2,541							
Student Travelers: 0.0 -							
Airfare	\$600				Taxi: \$75	2,541	
Meals	\$79				Conf. Reg. PI \$650		
Hotel	\$225				Conf. Reg. Student \$550		
TRAVEL SUBTOTAL						2,541	
EQUIPMENT (only individual items ≥ 5K)							
Amount							
EQUIPMENT SUBTOTAL						-	
SUPPLIES & EXPENSES							
# Amount							
	Rent & utilities			\$ 825	6	4,950	
	Cloud Computing			\$ 800	6	4,800	
SUPPLIES & EXPENSES SUBTOTAL						9,750	
SUBAWARDS							
SUBAWARD SUBTOTAL						-	
TOTAL DIRECT COSTS						191,141	
MODIFIED TOTAL DIRECT COSTS***				Base	163,675		
TOTAL INDIRECT COSTS						42,556	
						Standard or Other 26.00%	
TOTAL COST FOR YEAR 1						233,697	



University of California, Berkeley
Proposed Budget

Principal Investigator:		Joshua H. Meng					
Title:		Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT)					
Year 2:		1/1/25		through		12/31/25	
Research Type:		Off Campus Rate					
Sponsor Type:		Modified Total Direct Costs		Federal			
SALARIES	Salary Type	NIH Salary Cap?	No. of Mos.	Monthly Rate	Percent of Time	Subtotal	0
Graduate Student Researchers							
Total =		1					
		GSR Step IV					
Spring 2025	Academic	2024-2025	5	7,209	50%	18,023	
Summer 2025	Summer	2024-2025	3	7,209	100%	21,627	
	Academic	2024-2025	0	7,209	50%	0	
	Academic	2025-2026	0	7,670	50%	0	
	Academic	2025-2026	0	7,670	50%	0	
				Total		39,650	
Total =		1					
		GSR Step IV					
Spring 2025	Academic	2024-2025	5	7,209	50%	18,023	
Summer 2025	Summer	2024-2025	3	7,209	100%	21,627	
	Academic	2024-2025	0	7,209	50%	0	
	Academic	2025-2026	0	7,670	50%	0	
	Academic	2025-2026	0	7,670	50%	0	
				Total		39,650	
				Total		0	
Other Personnel		Select Researcher Type*:				GSR Total	
Total =		1 Associate Research Engineer, III		Subtotal		101,822	
				12		14,142	60%
		1 Associate Research Engineer, III		Subtotal		77,219	
				12		13,132	49.00%
				0 Total		179,041	
SALARY SUBTOTAL							258,340
BENEFITS							
		Total=		2		Rate	
		Resident GSRs =		2		Subtotal	
		Nonresident GSRs =		0			
		Semester 1		Semester 2			
Graduate Student Health Insurance		3200		0		\$3,200	6,400
Resident GSR Tuition		8057		0		\$8,057	16,114
Students						3.0%	2,379
Other Academic (Asso.Res./Specialist, etc.)						35.5%	63,560
BENEFITS SUBTOTAL							88,453
PERSONNEL SUBTOTAL							346,793
TRAVEL							
Domestic Travel for technical meetings:							
		Trips:		1		Days: 4	
				PI Travelers:		1.0	
				Student Travelers:		0.0	
Airfare		\$600		Taxi:		\$75	
Meals		\$79		Conf. Reg. PI		\$650	
Hotel		\$225		Conf. Reg. Student		\$550	
TRAVEL SUBTOTAL							2,541
EQUIPMENT							
(only individual items ≥ 5K)							
EQUIPMENT SUBTOTAL							0
SUPPLIES & EXPENSES							
		#		Amount		Total	
Rent & utilities				825		12	
Cloud Computing		\$		800		12	
SUPPLIES & EXPENSES SUBTOTAL							19,500
SUBAWARDS							
SUBAWARD SUBTOTAL							0
TOTAL DIRECT COSTS							368,834
MODIFIED TOTAL DIRECT COSTS				Base		336,420	
TOTAL INDIRECT COSTS							87,469
					Standard or Other		26.00%
TOTAL COST FOR YEAR 2							456,303



Summary Budget

Principal Investigator:	Joshua H. Meng		Begin Date:	7/1/24
Title:	Integrated Open Data Platform for Multimodal Accessible Transporta		End Date:	12/31/25

		Year:		
		One	Two	TOTAL
SALARIES	Grad. Student Researchers	28,402	79,299	107,701
	Other Personnel	94,702	179,041	273,743
	Salary Subtotal	123,104	258,340	381,444
BENEFITS	Benefits Subtotal	55,746	88,453	144,199
	Personnel Subtotal	178,850	346,793	525,643
TRAVEL	Domestic	2,541	2,541	5,082
	Foreign	-	-	-
	Travel Subtotal	2,541	2,541	5,082
EQUIPMENT	Equipment Subtotal	-	-	-
SUPPLIES	Rent & utilities	4,950	9,900	14,850
	Cloud Computing	4,800	9,600	14,400
	Supply/Expense Subtotal	9,750	19,500	29,250
Total Direct Costs		191,141	368,834	559,975
Modified Total Direct Costs		163,675	336,420	500,095
Indirect Costs		42,556	87,469	130,025
TOTAL COST FOR YEAR		233,697	456,303	690,000

INSURANCE REQUIREMENTS

Project Partner shall maintain the following insurance in force during the entire term of this Agreement, and in the case of Commercial General Liability Insurance and Professional Liability Insurance for at least five years after the conclusion of all services provided by Project Partner pursuant to this Agreement:

- Workers' Compensation Insurance covering Project Partner's employees in accordance with statutory requirements of all jurisdiction (s) in which any and all Services are being performed, and Employer's Liability Insurance in the amount of One Million Dollars per occurrence for injuries incurred in providing services under this Agreement.
- Comprehensive or Commercial General Liability Insurance including contractual liability, premises and operations, personal injury, completed operations, and independent contractors liability, with limits of not less than \$3,000,000 each occurrence for bodily injury and less than \$2,000,000 each occurrence for property damage.

A combined single limit policy is acceptable provided the combined Single limit is not less than \$3,000,000. The policy shall contain an aggregate limit not less than \$6,000,000. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy with terms at least as broad as the primary policy.

This policy shall conform to or include the following:

- A provision or endorsement naming AUTHORITY, its officials, employees, and successors in interest as additional insureds with respect to the liability arising out of the performance of the Services by Project Partner under this Agreement, including completed operations coverage.
- Provisions that the insurance is primary insurance with respect to Authority, its officials, employees, and successors in interest. Any insurance or self-insurance maintained by AUTHORITY; its officials, employees, or successors in interest shall be excess of Project Partner's insurance shall not contribute with it.
- A waiver of subrogation clause
- Provisions or endorsements stating that the coverage contains no special limitations on the scope of protection afforded to AUTHORITY, its officials, employees, or successors in interest.
- Provisions or endorsements stating that insurance shall apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- Coverage for use of watercraft, where appropriate.

Automobile Liability Insurance covering owned, non-owned, uninsured motorists, leased and hired vehicles with limits not less than \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence for property damage. A combined single limit of not less

than \$2,000,000 will meet this requirement. AUTHORITY shall be added by Project Partner as an additional insured on this policy. Project Partner's insurance policy shall be primary insurance with respect to the AUTHORITY and its employees, agents, officers and directors and any insurance maintained by AUTHORITY shall be excess of Project Partner's insurance.

Professional Liability Insurance (covering errors and omissions), with limits not less than \$3,000,000 per claim and a deductible not to exceed \$100,000, and a retroactive date no later than the beginning date of this Agreement.

Subconsultants providing professional services under this Agreement shall be added to Project Partner's policy as additional insureds or shall provide evidence of their own professional liability insurance which is acceptable to AUTHORITY's Executive Director.

All policies shall be issued by insurance companies which are licensed carriers in the State of California and maintain a Secure Best Rating of "A-" or higher unless otherwise approved by AUTHORITY.

Prior to commencing Services under this Agreement, Project Partner shall furnish a certificate of insurance required by this Agreement. Such policies shall provide that not less than thirty (30) calendar days advance notice in writing will be given to AUTHORITY prior to cancellation, termination, or material alteration of said policies of insurance, except 10 calendar days in the event of non-payment of premium.

The requirements contained herein as to types and limits of insurance to be maintained by Project Partner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Project Partner under this Agreement.

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