

**AGENDA ITEM SUMMARY**

**DATE:** 04/07/2011 **DEPARTMENT:** Administration/Engineer **DEPT. HEAD SIGNATURE:** HD

**SUBJECT:** NB 142 Consideration and Authorization of Grant Agreement with US Department of Transportation, which agreement would allow the expense of TIGER II Grant funds in the amount of \$3.5 million for the Woodside Boulevard Project by the City of Hailey under the direction and regulations of the agreement, as administered by the Federal Highway Administration

**AUTHORITY:**  ID Code Title 23 CFR 450  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Background information can be found in the attached documents:

1. Memorandum to Mayor and Hailey City Council from City Administrator Heather Dawson
2. April 1, 2011 Letter from Mayor Davis to Idaho Transportation Department requesting addition of TIGER II Woodside Boulevard Project to Statewide Transportation Improvement Program (STIP)
3. Memorandum to Mayor and Hailey City Council Members from City Attorney Ned Williamson, with attached emails
4. Proposed Grant Agreement with Attachments A-D and Exhibits A-F

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

\$3.5 million in federal grant funding for installation of improvements, as identified in Engineer's Plans, Specifications, and Estimates.

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

City Attorney  Grant Administrator  Engineer \_\_\_\_\_ Mayor  
 P & Z Commission  Parks & Lands Board  Treasurer \_\_\_\_\_ Other

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Review grant agreement, understand the new timeline and approach, and move to 1) approve signature of grant agreement; or (2) deny signature of grant agreement

**FOLLOW-UP/COMMENTS:**

## MEMORANDUM

To: Mayor Davis and Hailey City Council

From: Heather Dawson, City Administrator

Re: Grant Agreement with US DOT for TIGER II Funding of Woodside Boulevard Improvements

Date: April 6, 2011 Meeting Date: April 7, 2011

Hailey's planned Woodside Boulevard improvements will be funded primarily by Transportation Investment Generating Economic Recovery (TIGER II) grant monies, appropriated in the 2010 federal fiscal budget. If Congress approves a final spending bill that includes TIGER II funding cuts, any unobligated TIGER II funds previously designated to the Woodside project may be lost.

The federal obligation of funds must occur prior to midnight April 8, when the current Continuing Resolution expires. The Continuing Resolution allows the federal government to continue operating even though a formal appropriations bill has not been signed into law.

The City of Hailey has been working closely with the Federal Highway Administration (FHWA) in recent weeks to complete the necessary steps for the TIGER II funds to be obligated, ultimately preserving funding for Woodside Boulevard improvements.

One step required signing the grant agreement, a formal document that the City and FHWA have been working on for several months. A second, more recent step requires submitting engineered plans for those portions of the project for which the city hopes to receive funding. To ensure that all of the TIGER II funds are obligated, the City has worked closely with its consultants to submit plans for the entire project. A special City Council meeting is scheduled for April 7 at 4:30 p.m. to finalize Hailey's efforts to meet these requirements.

Completing the necessary steps to secure the entire \$3.5 million grant changes the project approach, and affects the public in three important ways:

1. The project team will have 90 days from the April 8 obligation of TIGER II grant funds to advertise for contractor bids for the entire project. The entire project includes a roundabout, traffic signal, roadway improvements, sidewalk, curb/gutter and a landscape zone. The City will continue to evaluate alternatives for specific landscaping elements. During this 90-day window, the city and project team will work with Woodside Boulevard residents and property owners to finalize design details for the entire corridor. The team had originally planned a longer timeframe for this step; however, the current situation has caused Hailey to alter its planned approach in order to lock in funding for the entire corridor.

2. The construction schedule is modified to a three-year rather than two-year schedule.
  - In 2011, construction plans include the traffic signal at the intersection of Woodside Boulevard and SH-75.
  - In 2012, construction will include a roundabout at the intersection of Woodside and Fox Acres, Woodside roadway resurfacing and corridor improvements (including sidewalk and rolled curb) between Fox Acres and Countryside.
  - In 2013, improvements between Laurelwood and SH-75 would be constructed.

It is possible that once a contractor is selected, a shorter construction schedule could be implemented if it proves to be in the best interests of Woodside Boulevard residents and the city.

3. The project will be released for contractor bid as a single package. Originally, four bid packages were anticipated. To meet new FHWA funding requirements, a single bid package will be released within the 90-day timeframe after funds are obligated. Interested firms should contact Tom Hellen, Hailey Public Works Director.

The city's most recent newsletter announced a Woodside Boulevard project public hearing at the April 25 Hailey City Council meeting. The hearing was originally planned as a presentation of the 75 percent submittal package for the roundabout, traffic signal and roadway overlay between Laurelwood and Countryside. The substance of the council meeting will be modified based on the new project approach.

# City of Hailey

115 MAIN STREET SOUTH, SUITE 11  
HAILEY, IDAHO 83433

(208) 788-1221  
Fax: (208) 788-2924

April 1, 2011

Idaho Transportation Department  
Attn: Brian Ness, Director  
3311 W. State St.  
PO Box 7129  
Boise, ID 83707-1129

Subject: Request for Addition of TIGER II Woodside Boulevard Project to  
Statewide Transportation Improvement Program (STIP)

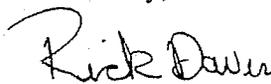
Dear Mr. Ness:

The purpose of this letter is to formally request the addition of Hailey's *Woodside Boulevard Complete Streets Initiative* project to the Statewide Transportation Improvement Program (STIP). Through the U.S. Department of Transportation's TIGER II program, Hailey was awarded a \$3.5 million dollar grant for this project. Please reference the attached original grant application for a detailed project description. The City of Hailey respectfully makes this request for the following reasons:

- A very recent interpretation from the Federal Highway Administration (FHWA) requires this project be included in the STIP in order to expend the grant funds. Prior guidance never indicated this inclusion was necessary. This unforeseen circumstance has placed Hailey's grant funding in jeopardy.
- Without inclusion in the STIP, the grant funding will most certainly be lost, as Congress has previously identified the TIGER II program's unobligated funds as a candidate for rescission after the current Continuing Resolution expires. The current Continuing Resolution is set to expire at midnight on Friday April 8.
- The City of Hailey has committed \$910,000 of its own funds to develop this project through planning, NEPA, and now final design phases. In fact, Hailey has already expended \$264,688 of these committed city funds. The federal grant of \$3.5 million is needed for the construction phase; the project cannot proceed without this funding assistance.
- Idaho Transportation Department's assistance is needed to add the project to the STIP. Once the project is added to the STIP, minimal ITD involvement would be needed because the grant is a direct federal award to the City of Hailey. As a result, US DOT is providing oversight on the city directly. Adding the project to the STIP in no way commits ITD to provide oversight of these federal funds.

The City of Hailey very much appreciates your consideration and assistance with this request.

Sincerely,

  
Mayor Richard L. Davis

# MEMORANDUM

TO: Hailey Mayor and City Council Members

FROM: Ned C. Williamson

DATE: April 7, 2011

RE: Woodside Tiger II Grant Agreement

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I reviewed a proposed grant agreement for the Woodside Boulevard project last February and identified some problematic language in the termination provisions of the agreement. Section 5.1.4 provides that the agreement could be terminated if Hailey fails to meet an obligation under the agreement even if it is beyond the reasonable control of [Hailey]. In addition, Section 5.1.5 provides that the agreement could be terminated if the Government determines that termination is in the public interest. These provisions could be problematic for Hailey. The worst case scenario for Hailey is the project is halted (i.e., the agreement is terminated under either section 5.1.4 or 5.1.5) when Woodside Boulevard is substantially dug up even though Hailey has fully performed but Hailey does not have the funding to finish.

I am attaching some e-mail correspondence. In that correspondence, you will see that Hailey communicated my concerns to the federal authorities, along with a suggestion on how to limit the risk of termination. We just received a reply that it is not possible to change the language at this late date. In addition, the response stated that the language is used in 49 other states.

My sole purpose in submitting this memo is to advise you of the issue. It appears that despite our early identification of the troublesome language, we will not be able to change the language. There will probably be little risk that the federal government will terminate the agreement, but if a decision was made to terminate the agreement for budgetary reasons, the language in the contract would allow the federal government to do that.

encl.

## Tracy Anderson

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**From:** [Tracy Anderson](#)  
**Sent:** Thursday, March 31, 2011 8:35 AM  
**To:** [Ned Williamson](#)  
**Subject:** FW: Tiger II Grant Agreement

The response from Washington on the termination clauses...

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**From:** [Ed.Miltner](#)  
**Sent:** Thursday, March 31, 2011 6:41 AM  
**To:** Tracy Anderson  
**Cc:** Tom Hellen; jim zarubica; Heather Dawson  
**Subject:** FW: Tiger II Grant Agreement

Tracy,

The following is some commentary regarding the termination clause of the grant agreement. At this late hour, it is not possible for DOT to change the language in Idaho's grant agreement. All grants in 49 other states had this language, and as you can see below, US DOT has yet to exercise this clause. DOT would only exercise the clause in extreme cases that could not be corrected.

I will be in touch as the grant agreement moves forward.

Ed

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**From:** Fleury, Nicole (FHWA)  
**Sent:** Wednesday, March 30, 2011 4:29 PM  
**To:** Miltner, Ed (FHWA)  
**Subject:** RE: Tiger II Grant Agreement

Ed:

I apologize for not responding sooner, but today was even more hectic than normal.

With respect to the termination clause, DOT has yet to exercise this clause on any of the TIGER I or II projects. We want to see these projects successfully completed and will work with the grantees to achieve that goal. The termination clause would only be exercised in extreme cases, such as a violation of law that could not be corrected.

As to the dates we are inserting in the termination clause, we are allowing grantees some cushion from when they expect the activity to begin. For example, if construction was scheduled to start in June 2011, we probably would put in a date of September 30, 2011 in the construction begins termination clause to allow for some slippage. The point of the provision is to ensure that projects get done in a timely manner.

Hopefully this helps. If you need something more, please let me know.

Nicolle

Nicolle M. Fleury  
Senior Attorney Advisor  
Federal Highway Administration

**From:** Tracy Anderson [mailto:tracy@idaho.gov]  
**Sent:** Tuesday, March 29, 2011 12:45 PM  
**To:** Miltner, Ed (FHWA)  
**Cc:** Heather Dawson; Tom Hellen  
**Subject:** FW: Tiger II Grant Agreement

Hi Ed,

I wanted to let you know that we have set aside this Wednesday at noon or this Friday at 8:00 a.m. for a special meeting of the city council to approve the DOT grant agreement. Do you have any updated information on the status of the agreement?

Evidently, when Heather discussed these special meetings with the council and explained the timing constraints, our attorney, Ned Williamson, again raised concerns about some of the language in Section 5. I am including his original email of these concerns below, in case you have not seen this before.

He suggests altering the language in a couple of places. Obviously, we do not want to initiate anything that will delay the agreement being finalized. However, we do need to address Ned's concerns somehow.

Can you recommend a way forward that will still accommodate the schedule constraints?

Thanks,

Tracy

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**From:** Heather Dawson  
**Sent:** Tuesday, March 29, 2011 12:25 PM  
**To:** Tracy Anderson  
**Subject:** FW: Tiger II Grant Agreement

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**From:** Ned Williamson [mailto:ned@williamsonlaw.com]  
**Sent:** Tuesday, February 22, 2011 4:59 PM  
**To:** Tom Hellen  
**Cc:** Heather Dawson  
**Subject:** Tiger II Grant Agreement

Tom,

I would ask that you discuss Section 5 of the Grant Agreement for Woodside Boulevard with the appropriate individual who administers the grant. Section 5.1.4 provides that the agreement could be terminated if Hailey fails to meet an obligation under the agreement *even if it is beyond the reasonable control of [Hailey]*. In addition, Section 5.1.5 provides that the agreement could be terminated if the Government determines that termination is in the public interest. Both of these provisions are problematic for Hailey. The worst case scenario for Hailey is the project is halted (i.e., the agreement is terminated under either section 5.1.4 or 5.1.5) when Woodside Boulevard is substantially dug up even though Hailey has fully performed but Hailey does not have the funding to finish. As a solution, I would like some force majeure language in section 5.1.4 and some language in section 5.1.5 that limits the risk of termination. I would prefer limiting termination to a material failure to comply with the terms of the grant agreement.

If you have any questions, please contact me. Thank you.

Ned

Ned C. Williamson, Esq.  
Williamson Law Office, PLLC  
115 Second Avenue South  
Hailey Idaho 83333

**1. Award No.**  
DTFH61-11-G-00001

**2. Effective Date**

**3. CFDA No.**  
20.933

**4. Awarded To**  
City of Hailey  
115 Main St. S, Suite H  
Hailey, ID 83333-8408  
DUNS: 169191517  
TIN: 82-6000201

**5. Sponsoring Office**  
Federal Highway Administration  
Office of Acquisition Management  
HAAM-40, Mail Stop E65-101  
1200 New Jersey Ave, S.E.  
Washington, DC 20590

**6. Period of Performance**  
Effective Date of the Grant  
Agreement Through  
March 31, 2014

**7. Total Amount**  
Total Government Share: \$ 3,500,000  
Total Recipient Share: \$ 910,000  
Total Value: \$ 4,410,000

**8. Type of Agreement**  
Grant

**9. Authority**  
Title I of Division A, Public Law 111-117  
(December 16, 2009)

**10. Procurement Request No.**  
70-71-11030

**11. Funds Obligated**  
\$3,500,000

**12. Submit Payment Requests To**  
See Section 4: Special Grant Requirements

**13. Payment Office**  
See Section 4: Special Grant Requirements

**14. Accounting and Appropriation Data**  
1520C51E50-2011-070HTDG500-7001000000-41050-61006600 \$3,500,000

**15. Description of Project**  
"Woodside Boulevard Complete Streets Initiative"

**City of Hailey**

**Federal Highway Administration**

**16. Signature of Person Authorized to Sign**

**17. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Richard L. Davis  
Mayor

\_\_\_\_\_  
Signature Date  
Samantha Reizes  
Agreement Officer

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE  
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND  
RELATED AGENCIES APPROPRIATIONS ACT, 2010 (DIVISION A OF  
THE CONSOLIDATED APPROPRIATIONS ACT, 2010 (PUB. L. 111-117,  
DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE  
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II  
DISCRETIONARY GRANTS)**

**CITY OF HAILEY, IDAHO**

**WOODSIDE BOULEVARD COMPLETE STREETS INITIATIVE**

**FHWA TIGER II Grant No. TDGII-C-07**

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of the City of Hailey ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009)), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "TIGER II Discretionary Grants."

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled Woodside Boulevard Complete Streets Initiative, and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.
- 1.3 The Government, having reviewed and considered the Grantee's Technical Application and finding it acceptable, pursuant to the Act, awards a TIGER II Discretionary Grant in

the amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), while the Recipient cost share is NINE HUNDRED TEN THOUSAND (\$910,000), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at ([http://www.ops.fhwa.dot.gov/freight/infrastructure/tigerii/ga\\_exhbt\\_tmp/index.htm](http://www.ops.fhwa.dot.gov/freight/infrastructure/tigerii/ga_exhbt_tmp/index.htm)):

- Exhibit A Legislative Authority
- Exhibit B General Terms and Conditions
- Exhibit C Applicable Federal Laws and Regulations
- Exhibit D Grant Assurances
- Exhibit E Responsibility and Authority of the Grantee
- Exhibit F Reimbursement of Project Costs
- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

- Attachment A Statement of Work
- Attachment B Project Schedule
- Attachment C Project Budget
- Attachment D Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

## SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER II Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

This project will reconstruct Woodside Blvd, a 35-year-old collector street, using multi-modal Complete Streets principles addressing vehicle, pedestrian, bicycle and transit use, and will address the deficient drainage needs along the corridor.

2.2 Project's Schedule Summary (for further information see Attachment B):

Planned or Actual Subcontractor Selection Date: August 2011

Planned or Actual Construction Start Date: September 2011

Planned Project Completion Date: March 2014

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER II Grant Funds and Additional Sources of Project Funds:

TIGER II Discretionary Grant Amount:	\$3,500,000	79%
Other Federal Funds (if any):	\$0	0%
State Funds (if any):	\$0	0%
Local Funds (if any):	\$910,000	21%
Other Funds (if any):	\$0	0%
Total Project Cost:	\$4,410,000	100%

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER II Discretionary Grant amount.

2.4 Project's State and Local Planning Requirements:

Project's State and Local Planning Requirements: The Woodside Boulevard Complete Streets Initiative Project was added to the Idaho FY2011-2014 Statewide Transportation Improvement Program (STIP) through a formal amendment request that was approved on April 5, 2011.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Categorical Exclusion, titled "Environmental Evaluation for Woodside Boulevard Improvement, Hailey, Idaho" dated March 30, 2011

Environmental Decision Type and Date: Categorical Exclusion, March 30, 2011

Name of Agency and Office Approving each Environmental Decision Document:  
Federal Highway Administration – Idaho Division

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:  
169191517

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): N/A

2.7 Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the Agreement Officer (AO) for any subcontract relating to any work undertaken under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services of a value less than \$150,000.

The following subcontracts are currently approved under the cooperative agreement award:

No subcontracts are currently approved under this Agreement.

Approval of each subcontract is contingent upon a price fair and reasonableness determination and approval by the AO for each proposed subcontractor. Consent to enter into any subcontract will be issued through a formal amendment to this Grant Agreement.

2.8 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Thomas Hellen  
Public Works Director/City Engineer  
City of Hailey  
115 Main St S  
(208) 788-9830 Ext 14  
[tom.hellen@haileycityhall.org](mailto:tom.hellen@haileycityhall.org)

Tracy Anderson  
Grant Administrator  
City of Hailey  
115 Main St S  
(208) 788-4221 Ext 26  
[tracy.anderson@haileycityhall.org](mailto:tracy.anderson@haileycityhall.org)

### SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER II Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according to the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
  - 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **July 31, 2011**. Grantee shall represent that the data in the Pre-project Report is current as of **December 31, 2010 for Measures 1, 2, and 4. Measure 3 data will be current as of July 31, 2011 based upon bicycle and pedestrian counts conducted in April, May and June, 2011. These counts are being conducted prior to the start of construction work. No previous bicycle or pedestrian counts have been conducted.**
  - 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
  - 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **July 1, 2017** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **April 1, 2017**.
  - 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to [outcomes@dot.gov](mailto:outcomes@dot.gov). The email shall reference and identify in the email subject line the TIGER II Grant Number and

provide the number of the Performance Measures report submitted, e.g., Re: FHWA Tiger II Grant No. 07 - Performance Measure Report No. 1 or 2 or 3, etc.

- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER II Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Detailed Project Budget, attached hereto as Attachment C, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Samantha Reizes  
Agreement Specialist

Federal Highway Administration  
1200 New Jersey Ave., SE, E65-101  
Washington DC 20590  
(202) 366-4224  
[Samantha.Reizes@dot.gov](mailto:Samantha.Reizes@dot.gov)

and

Ed Miltner  
Bridge/Operations Engineer  
FHWA – Idaho Division  
3050 Lakeharbor Lane, #126  
Boise, ID 83703  
(208) 334-9180 x122  
[ed.miltner@dot.gov](mailto:ed.miltner@dot.gov)

and

Ed Strocko  
TIGER Discretionary Program Modal Coordinator  
Federal Highway Administration  
1200 New Jersey Ave. SE, E84-440  
Washington DC 20590  
(202) 366- 2997  
[Ed.Strocko@dot.gov](mailto:Ed.Strocko@dot.gov)

and

Robert Mariner  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue, SE, W84-244  
Washington, DC 20590  
(202) 366-8914  
[Robert.Mariner@dot.gov](mailto:Robert.Mariner@dot.gov)

#### **SECTION 4. SPECIAL GRANT REQUIREMENTS**

- 4.1 Pursuant to 49 C.F.R. 18.21(d), the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions (see 49 C.F.R. Part 18) not-to-exceed the funds currently available as stated in this Grant Agreement. The Grantee shall submit an electronic copy of SF-270, no more frequently than monthly, to FHWA/AMZ-150.
- 4.2 Requests for Reimbursement: When requesting reimbursement of costs incurred, the

Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. The Agreement Specialist, Samantha Reizes, and the AO, Carl Rodriguez, reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without review and approval by the Agreement Officer's Technical Representative (AOTR), Ed Miltner, to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the Agreement Specialist will certify and forward the request for reimbursement to the payment office. [Note: Standard Forms may be located at <http://www.fhwa.dot.gov/aaa>]

- 4.2.1 Requests for reimbursement and required supporting documents should be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov. Include the request for reimbursement and supporting documents as an attached PDF document. Include in the e-mail subject line the following:

**Requests for Reimbursement #  
DTFH61-11-G-00001  
City of Hailey  
Attention: Samantha Reizes**

**[Example: Invoice No. 1 of Grant Agreement No. DTFH61-11-G-00001 City of Hailey, Attention: Samantha Reizes]**

Note: If the request for reimbursement and supporting documents exceed 8 MB, as an e-mail attachment, the recipient must select one of two non-electronic submission options presented below:

Requests for reimbursement may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration  
Markview Processing  
P.O. Box 268865  
Oklahoma City OK 73126-8865  
Attention: Samantha Reizes

Requests for reimbursement submitted via an overnight service must use the following physical address:

MMAC  
FHWA/AMZ-150  
6500 S. MacArthur Blvd  
Oklahoma City, OK 73169  
Attention: Samantha Reizes

Express Delivery Point of Contact: April Grisham, 405-954-8269

**NOTE: All three requests for reimbursement submission options described above (e-mail, U.S. Postal Service or overnight service) result in the delivery of the request for reimbursement to the same finance office in Oklahoma City, OK.**

- 4.3 The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
- 4.4 To seek reimbursement from the Government, the Grantee shall submit documentary evidence of all obligations associated with the Project set forth in paragraph 2.1 above, and included in the total Project costs set forth in paragraph 2.3 above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. The Government will reimburse the Grantee on a monthly basis for all valid obligation documentation (TIGER II Discretionary Grant share of total project costs set forth in paragraph 2.3 above). All reimbursement requests to the Government shall include sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.
- 4.5 The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- 4.6 Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- 4.7 Financial Management System: By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 C.F.R. Part 18. The Grantee's failure to comply with these requirements may result in agreement termination.
- 4.8 Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

## **SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION**

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

- 5.1.1 The Grantee fails to obtain or provide any non-TIGER II Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule (Attachment B);
  - 5.1.2 The Grantee fails to begin construction before October 2011;
  - 5.1.3 The Grantee fails to begin expenditure of Grant funds by December 2011;
  - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the Project Schedule (Attachment B) even if it is beyond the reasonable control of the Grantee; or
  - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2012. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2017, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties.

**SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT**

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

**EXECUTION BY THE GOVERNMENT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Signature of Government's Authorized Representative

\_\_\_\_\_  
Name of Government's Authorized Representative

\_\_\_\_\_  
Title

**EXECUTION BY THE GRANTEE/RECIPIENT**

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this \_\_\_\_\_ day of February, 2011.

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

Richard Davis  
\_\_\_\_\_  
Name of Grantee's Authorized Representative

Mayor  
\_\_\_\_\_  
Title

## ATTACHMENT A STATEMENT OF WORK

The work will consist of the resurfacing, rehabilitation and reconstruction of 2.44 miles of street including the addition of sidewalks, bike lanes, bus pull outs and shelters, bike parking and a landscape buffer zone.

This project will construct a new traffic signal at the SH-75/ Woodside Blvd intersection. A signal for that intersection was environmentally cleared in August, 2008 under the SH-75 Timmerman to Ketchum corridor EIS. This project will ensure the signal's construction will be compatible with the full (future) vision of the corridor explained in the EIS. A roundabout will be designed and constructed at the intersection of Woodside Blvd and Fox Acres Road. The roadway between these intersections will be reconstructed as described in the prior paragraph.

The bid documents will require phased construction over three years.

The 2011 construction phase will include construction of the traffic signal at the SH 75/Woodside Blvd. intersection.

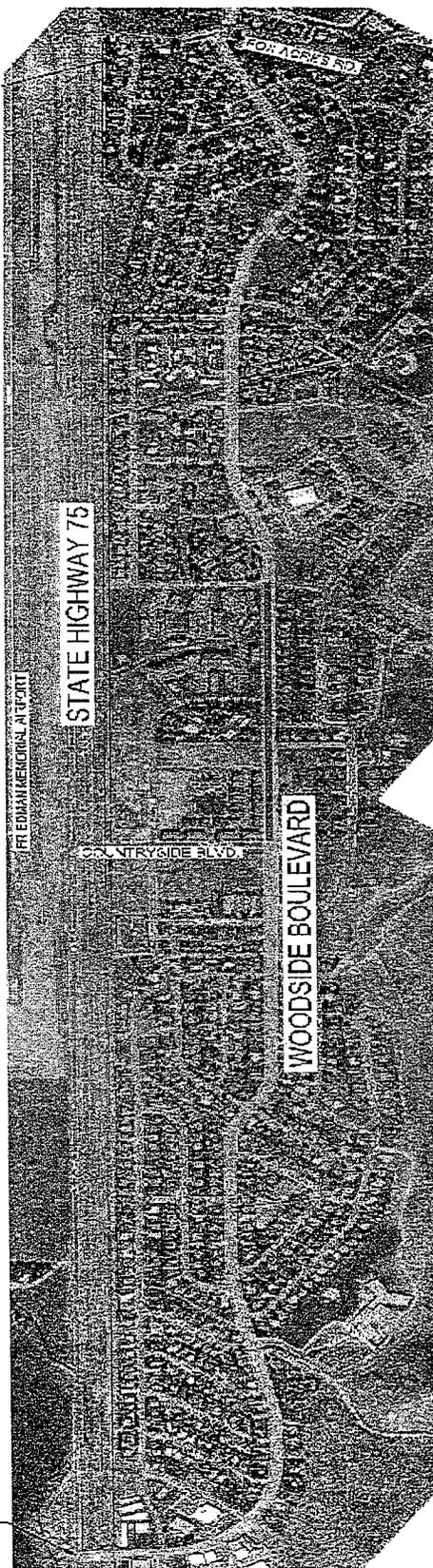
The 2012 construction phase will include construction of a roundabout at Fox Acres Road/Woodside Blvd., construction of an overlay section of approximately 2000 feet and construction of the North Section of Woodside Blvd.

The 2013 construction phase will include construction of the South Section of Woodside Blvd.\*

\*Woodside Blvd. is the only major collector street in the entire subdivision. Construction of the major north and south sections of the corridor has been phased to reduce the impact to the public that would be caused by attempting to construct the entire corridor in one construction season. In addition, a phased approach is better suited to the short construction season in Hailey; this phasing assures the completion of each major corridor section prior to winter shutdown.

See the attached map of the project area.

ROUNDABOUT



NORTH SECTION

OVERLAY SECTION

SOUTH SECTION

TRAFFIC SIGNAL

WOODSIDE BOULEVARD  
COMPLETE STREETS



## ATTACHMENT B PROJECT SCHEDULE

Project Permits, Licenses and Approvals (Including NEPA Approvals/Completion, Planning Approvals, included on STIP/TIP, etc.)

Project approvals and permits required (all approvals are by FHWA, unless otherwise indicated):

- Preliminary Design approval – entire corridor .....03/2011
- NEPA approval – entire corridor .....03/2011
- STIP approval .....04/2011
- Plans, Specifications, and Estimate approval .....04/2011

2011 Construction Phase – (signal only)

- Final Design Approval .....04/2011
- Nationwide 14 Permit (by USACE) .....05/2011
- Certify ROW and Utilities are clear.....05/2011
- Concurrence in award of Construction Contract(s) .....08/2011
- Notice to Proceed to Contractor.....08/2011
- Winter Shutdown .....11/2011

2012 Construction Phase – (Roundabout, Overlay and North Section Complete Street Reconstruct)

- Notice to Proceed from Winter Shutdown.....04/2012
- Winter Shutdown .....11/2012

2013 Construction Phase – (South Section Complete Street Reconstruct)

- Notice to Proceed from Winter Shutdown.....04/2013
- Winter Shutdown .....11/2013

- Project Closeout – entire corridor .....03/2014

Project Milestone/Deliverable Schedule (Engineering/Design Complete, ROW Complete, Construction – Advertisement, Construction – Award, Construction - NTP/Actual Start, Construction - Open to Traffic/Completion) (Assuming a build alternative has or will be selected and approved if NEPA is incomplete)

- Preliminary Design Complete.....01/2011
- First Public Meetings (2) Held.....01/2011
- Draft Categorical Exclusion Complete .....02/2011
- Final Categorical Exclusion Complete .....03/2011

2011 Construction Phase (signal only)

- Final Design Complete .....04/2011

- Public Meeting with City Council .....04/2011
- Plans, Specs and Estimate (PS&E) Complete.....04/2011
- Advertise Bid Package.....07/2011
- Open Bids & Award.....08/2011
- Construct 2011 Phase.....08 to 11/2011
- Complete 2011 Phase (open to traffic) .....11/2011

2012 Construction Phase – (Roundabout, Overlay Section & North Section Complete Street Reconstruct)

- Construct 2012 Phase.....04 to 11/2012
- Complete 2012 Phase (open to traffic) .....11/2012

2013 Construction Phase – (South Section Complete Street Reconstruct) \*

- Construct 2013 Phase.....04 to 11/2013
- Complete 2013 Phase (open to traffic) .....11/2013

\*Woodside Blvd. is the only major collector street in the entire subdivision. Construction of the major north and south sections of the corridor has been phased to reduce the impact to the public that would be caused by attempting to construct the entire corridor in one construction season. In addition, a phased approach is better suited to the short construction season in Hailey; this phasing assures the completion of each major corridor section prior to winter shutdown.

- Closeout Project .....03/2014

ATTACHMENT C  
PROJECT BUDGET

- a. TIGER II Grant Amount - \$3,500,000.00. TIGER II funds will be used to fund the construction phases of this project only.

	<u>TIGER II Funds</u>
Preliminary Engineering	\$0.00
ROW	\$0.00
Final Design	\$0.00
2011 Construction Phase	\$250,000
2012 Construction Phase	\$1,500,000
<u>2013 Construction Phase</u>	<u>\$1,750,000</u>
Total	\$3,500,000

- b. Total Project Amount and Other Funding Sources - \$4,410,000.00.

	<u>TIGER II</u>	<u>City of Hailey</u>	
	<u>Funds</u>	<u>Capital Fund</u>	<u>In-kind Labor</u>
Preliminary Engineering	\$0.00	\$150,000	\$20,000
ROW	\$0.00	\$0.00	\$0.00
Final Design	\$0.00	\$400,000	\$20,000
2011 Construction	\$250,000	\$100,000	\$15,000
2012 Construction	\$1,500,000	\$70,000	\$27,500
<u>2013 Construction</u>	<u>\$1,750,000</u>	<u>\$80,000</u>	<u>\$27,500</u>
Subtotals	\$3,500,000	\$800,000	\$110,000

TOTAL PROJECT COST (all sources) = \$4,410,000

**BUDGET INFORMATION - Construction Programs**

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 110,000.00	\$ .00	\$ 110,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ .00	\$ .00	\$ 0.00
3. Relocation expenses and payments	\$ .00	\$ .00	\$ 0.00
4. Architectural and engineering fees	\$ 450,000.00	\$ .00	\$ 450,000.00
5. Other architectural and engineering fees	\$ .00	\$ .00	\$ 0.00
6. Project inspection fees	\$ 100,000.00	\$ .00	\$ 100,000.00
7. Site work	\$ .00	\$ .00	\$ 0.00
8. Demolition and removal	\$ 240,000.00	\$ .00	\$ 240,000.00
9. Construction	\$ 3,168,500.00	\$ .00	\$ 3,168,500.00
10. Equipment	\$ .00	\$ .00	\$ 0.00
11. Miscellaneous	\$ .00	\$ .00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 4,068,500.00	\$ 0.00	\$ 4,068,500.00
13. Contingencies	\$ 341,500.00	\$ .00	\$ 341,500.00
14. SUBTOTAL	\$ 4,410,000.00	\$ 0.00	\$ 4,410,000.00
15. Project (program) income	\$ .00	\$ .00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 4,410,000.00	\$ 0.00	\$ 4,410,000.00
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>79.36</u> %		\$ 3,499,776.00

ATTACHMENT D  
PERFORMANCE MEASUREMENT TABLE

Study Area: Woodside Boulevard in the City of Hailey from Fox Acres Rd south to State Highway 75.

**Table 1: Performance Measurement Table**

Measure	Description of Measure	Frequency	Measurement Period
1. Average daily traffic	ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.	Quarterly	<b>Pre-Project (Baseline)</b> Prior to project <b>Performance Reports</b> 5 years after the project opens for operation under normal conditions
2. Average daily truck traffic	ADTT is the total volume of truck traffic on a highway or road segment per day.	Quarterly	<b>Pre-Project (Baseline)</b> Prior to project <b>Performance Reports</b> 5 years after the project opens for operation under normal conditions
3. Average Bike/Pedestrian Trips	Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average	Quarterly	<b>Pre-Project (Baseline)</b> Prior to project <b>Performance Reports</b> 2 years beginning 1 year after the project opens for operation under normal conditions
4. Transit Passenger Counts *	Daily counts for a typical weekday (while schools are in session), Saturday and Sunday	Quarterly	<b>Pre-Project (Baseline)</b> Prior to project <b>Performance Reports</b> 5 years after the project opens for operation under normal conditions

\*This performance measurement is being requested to substitute for annual non-vehicle (bike or pedestrian) crash rates by type/severity. This performance measure gauges the project's anticipated positive improvements to transit usage as described in the grant application.

## **EXHIBIT A – TITLE 23 Version**

### **LEGISLATIVE AUTHORITY**

1. The U.S. Department of Transportation (DOT or Government) is authorized to award \$600 million in TIGER II Discretionary Grants pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009) (the “Act”). This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or “TIGER Discretionary Grant”, program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”). Because of the similarity in program structure and objectives, DOT is referring to the grants for National Infrastructure Investments under the Act as “TIGER II Discretionary Grants”.
2. The grant awards made under Tiger II Discretionary Grant program are in full compliance with the Act, the Interim Notice of Funding Availability (75 FR 21695, 26 April 2010) and the Final Notice of Funding Availability (75 FR 30460, 1 June 2010).
3. As with the TIGER program, funds for the TIGER II program are being awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region. Additionally, the awards ensure an equitable geographic distribution of funds, an appropriate balance in addressing the needs of urban and rural areas, and the investment in a variety of transportation modes.
4. The Act specifies that not less than \$140 million of the funds provided for TIGER II Discretionary Grants be used for projects located in rural areas.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. The Grantee shall be responsible for ensuring that the Project is financed, constructed, operated and maintained in accordance with this Agreement and in compliance with all applicable Federal laws, regulations and policies.
2. The maximum obligation of the Government payable under this award, hereinafter referred to as the "Grant," shall be the award as specified in section 1.3 of the Agreement, subject to all the terms and conditions in this Agreement and of all other Federal grant awards funding the Project. Once the Government issues its approval of the expenditure of TIGER II Discretionary Grant funds for a particular Project or segment of the Project, funding will then be authorized.
3. Payment of the Grant will be made pursuant to and in accordance with 49 C.F.R. Parts 18 and 19 (to the extent that a non-governmental grantee receives grant funding), and the provisions of such regulations and procedures as the Government may prescribe. Final determination of the Grant's expenditures may be based upon a final review of the total amount of agreed project costs and settlement will be made for adjustments to the Grant amount in accordance with applicable government-wide cost principles under 2 C.F.R. 225 (State and Local Governments); 2 C.F.R. 215 (Higher Education Institutions); and 2 C.F.R. 230 (Non-Profit Organizations). If there are any differences between the requirements of 49 C.F.R. Parts 18 and 19 and title 23 of the United States Code and Code of Federal Regulations, the title 23 requirements will take precedence.
4. The Grantee agrees to notify the Government within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to complete the Project as is described in Attachments A-C to this Agreement. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure completion of the Project and shall reaffirm its commitment to the Government as set forth in this Agreement. The Government is not responsible for any funding shortfalls regarding the non-TIGER II Discretionary Grant amount share. The TIGER II Discretionary Grant Amount will remain unchanged. (See Section 5 of the Agreement regarding termination).
5. The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Schedule set out in Attachment B, and such regulations and procedures as the Government may prescribe.
6. The Grantee has submitted a request for Federal assistance, hereinafter referred to as the "Technical Application," hereby incorporated by reference into this Agreement and the Government is relying upon the Grantee's assurances, certifications, and other representations made in the Technical Application, or any other related documents submitted to the Government; and, in its submissions, the Grantee has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the ability to start

construction quickly upon receipt of the Grant; to expend Grant funds once construction starts; and to receive all necessary environmental, state and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule.

7. The Government has determined that the Project is an Eligible Project as it provides a highway or bridge project, public transportation project, passenger or freight rail transportation project, or a port infrastructure project, or other such eligible project as authorized, and that the Project will have a significant impact on the Nation, a metropolitan area, or a region. The Government has determined that Grantee should receive the award of a Grant based on a review of the Project's Technical Application, as it meets the requirements specified in the Act and the June 1, 2010, *Federal Register* Notice, "Notice of Funding Availability for the Department of Transportation's National Infrastructure Investments Under the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for 2010" (Available at [http://www.dot.gov/docs/TIGER\\_II\\_Discretionary\\_Grant\\_Program\\_Final\\_Notice\\_1\\_June\\_2010.pdf](http://www.dot.gov/docs/TIGER_II_Discretionary_Grant_Program_Final_Notice_1_June_2010.pdf)).

8. The Grantee will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Grantee is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

9. The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Grantee that were originally paid pursuant to the Agreement.

10. The Grantee agrees to retain all documents relevant to the Grant award for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Grantee agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.

11. The Government is subject to the Freedom of Information Act (FOIA). The Grantee should therefore be aware that all applications and related materials submitted by the Grantee

related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

12. The Government 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.

**USE THE BELOW CLAUSE FOR GRANTS ADMINISTERED THROUGH OR BY A STATE DOT**

13. The Grantee agrees to comply with 49 C.F.R. Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs -- as a condition of receiving grant funding.

**USE THE BELOW CLAUSE FOR GRANTS ADMINISTERED BY A DIRECT LOCAL RECIPIENT**

13. The Grantee agrees to: 1) promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including pre-apprenticeship) programs; (2) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; (3) make effective use of community-based organizations in connecting low income or unemployed workers with economic opportunities; (4) give priority consideration to doing business under the grant with firms that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and (5) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race gender, age, disability, and national origin – benefit from the Recovery Act.

An example of a best practice under (5) would be to incorporate key elements of the Department's disadvantaged business enterprise (DBE) program (see 49 CFR Part 26) in contracts under this grant. This practice would involve setting a DBE contract goal on contracts under this grant that have subcontracting possibilities. The goal would be to reflect the amount of DBE participation on the contract that the recipient would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a recipient, the contract would be awarded only to a bidder/offeror who has met or made documented, good faith efforts to reach the goal. Good faith efforts are defined as "efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement." Recipients must provide the Department a plan for incorporating the above best practice into its implementation of the grant within 30 days following execution of this grant agreement. If the recipient is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the recipient agrees to provide the Department with a written explanation and an alternative program for ensuring the nondiscriminatory use of contractors owned and controlled by socially and economically disadvantaged individuals.

14. The Government encourages the Grantee and the State Department of Transportation acting as the limited agent on behalf of the Grantee (if applicable), to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or -rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAPL 2010-01, Feb. 2, 2010, available at [http://www.dot.gov/ost/m60/Financial\\_Assistance\\_Management\\_Home/FAPL\\_2010-01.pdf](http://www.dot.gov/ost/m60/Financial_Assistance_Management_Home/FAPL_2010-01.pdf)). This includes, but is not limited to, the Grantee and the State Department of Transportation acting as the limited agent on behalf of the Grantee:

- a) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- b) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- c) encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

15. The Grantee agrees it will comply with the requirements of Title 23 U.S.C. § 101, et seq.

16. The Grantee agrees that it will comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 3141, et seq., as is specified in the Act.

## EXHIBIT C

### APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the Agreement the Grantee 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 the Agreement include but are not limited to the following:

#### General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470f
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended
- i. Section 404 of the Clean Water Act, as amended 33 U.S.C. 1251, et seq.
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
- k. Coastal Zone Management Act, P.L. 92-583, as amended.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101, et seq.
- p. 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.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C.8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended - 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. 1681 through 1683, and 1685 through 1687

- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. 794
- cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d *et seq.*
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. 1101, *et seq.*
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act - 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, *et seq.*
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661
- kk. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. 401
- ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. 6901, *et seq.*
- nn. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. 9601-9657
- oo. Safe Drinking Water Act -- 42 U.S.C. 300F-300J-6
- pp. Wilderness Act -- 16 U.S.C. 1131-1136
- qq. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. 6901, *et seq.*
- rr. Migratory Bird Treaty Act 16 U.S.C. 760c-760g
- ss. 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)

### **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

### **General Federal Regulations**

- a. Interim Final Guidance on Buy American – 74 FR 18449 (April 23, 2009), 2 C.F.R. Part 176
- b. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations – 2 C.F.R. Part 215
- c. Cost Principles for State and Local Governments – 2 C.F.R. Part 225
- d. Non-procurement Suspension and Debarment – 2 C.F.R. Part 1200
- e. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
- f. Procedures for predetermination of wage rates - 29 C.F.R. Part 1

- g. 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
- h. 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
- i. 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.
- j. Contractor Qualifications - 48 C.F.R. Part 9
- k. Uniform administrative requirements for grants and cooperative agreements to state and local governments - 49 C.F.R. Part 18
- l. New Restrictions on Lobbying - 49 C.F.R. Part 20
- m. 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
- n. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
- o. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- p. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- q. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation - 49 C.F.R. Part 28
- r. 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
- s. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) - 49 C.F.R. Part 32
- t. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
- u. Procedures for Transportation Workplace Drug and Alcohol Testing Programs - 49 C.F.R. Part 40
- v. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs - 49 C.F.R. Part 26

#### **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments
- b. A-102 - Grants and Agreements with State and Local Governments
- c. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
- d. Any other applicable OMB Circular based upon the specific TIGER II Grant Recipient

#### **Highway Federal Legislation**

- a. Brooks Act (for FHWA projects, this replaces Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541, et seq.)) - 40 U.S.C. 1101-1104
- b. Highway Design and Construction Standards, 23 U.S.C. 109

- c. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- d. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past)
- e. Size, Weight, and Length Limitations - 23 U.S.C. 127, 49 U.S.C. 31101 et seq.

**Highway Federal Regulations**

- a. Planning 23 – C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- d. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- e. Procedures for Abatement of Highway Traffic and Construction Noise -- 23 C.F.R. Part 772
- f. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are hereby incorporated by reference into the Agreement.

**EXHIBIT D**  
**GRANT ASSURANCES**  
**D 1 – D 4**

D-1

## EXHIBIT D 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

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Grantee hereby agrees that:

1. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, Grantee will comply with: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, 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 Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 21.7(a).
2. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, Grantee will comply with: Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, which prohibit discrimination on the basis of sex. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with: the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. 1101 et seq.), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. 4541 et seq.); and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

3. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and Part 37, Transportation Services for Individuals With Disabilities; and Part 38, Americans With Disabilities Act – Accessibility Specifications for Transportation Vehicles; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap, or otherwise be subjected to discrimination under any program for which the Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 27.9.
4. The Grantee will promptly take any measures necessary to effectuate this Agreement. The Grantee further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.
5. These assurances obligate the Grantee for the period during which Federal financial assistance is extended. The Grantee agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.
6. These assurances are given for the purpose of obtaining Federal grant assistance under the TIGER II Discretionary Grant Program and are binding on the Grantee, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the TIGER II Discretionary Grant Program. The person or persons whose signatures appear below are authorized to sign this Agreement on behalf of the Grantee.
7. In addition to these assurances, the Grantee agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

## EXHIBIT D 2

### DISCLOSURE OF LOBBYING ACTIVITIES

#### Certification for Contracts, Grants, Loans, and 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 grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant 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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying 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 grant agreements) and that all subgrantees shall certify and disclose accordingly.
4. 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 D 3

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE TIGER II DISCRETIONARY GRANT PROGRAM

The Grantee certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
8. The Grantee *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Grantee does so, please insert in Section 4 of the Agreement the following information from subsection (a) below:

(a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

## EXHIBIT D 4

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

#### 2 C.F.R. Part 1200, 49 C.F.R. Part 32

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. See Nonprocurement Suspension and Debarment (2 C.F.R. Part 1200) and Government wide Requirements for Drug-Free Workplace Grants (49 C.F.R. Part 32). The prospective primary 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 proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
5. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, 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, and Other Responsibility Matters -- Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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;

(c) 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 (1)(b) of this certification; and

(d) 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.

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

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. 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.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. 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 proposed for debarment under 48 C.F.R. part 9, subpart 9.4, 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.
5. 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.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, 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 an Voluntary Exclusion --  
Lower Tier Covered Transactions**

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

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 participation in this transaction 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.

## EXHIBIT E

### RESPONSIBILITY AND AUTHORITY OF THE GRANTEE

#### 1. Legal Authority.

The Grantee affirms that it has the legal authority to apply for the grant, and to finance and carry out the proposed project identified in its Technical Application; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the application and to provide such additional information as may be required.

#### 2. Funds Availability.

Grantee affirms that it has sufficient funds available for that portion of the project costs that are not to be paid by the Government. Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under the Agreement that it will own or control.

#### 3. Preserving Rights and Powers.

Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the Government.

#### 4. Accounting System, Audit, and Record Keeping Requirements.

(a) The Grantee agrees to keep all project accounts and records that fully disclose the amount and disposition by the Grantee of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507).

(b) The Grantee agrees to make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Grantee that are pertinent to the grant. The Government may require that a Grantee conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Grantee relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

5. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any

projects funded under this Agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**6. Engineering and Design Services.** It will 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 as a contract for architectural and engineering services is negotiated under the Brooks Act (40 U.S.C. 1101-1104) or an equivalent qualifications-based requirement prescribed for or by the Grantee as approved by the Secretary.

**7. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project that uses 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.

**8. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 C.F.R. Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 C.F.R. Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 C.F.R. Part 24.

**EXHIBIT F**  
**REIMBURSEMENT OF PROJECT COSTS**

1. The Grantee will be reimbursed in accordance with the terms of a Project Agreement between the Government (Modal Administration) or other specified form or agreement as determined by the Government that incorporates this Agreement by reference.
2. The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.
3. The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
5. Financial Management System: By signing this Agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 C.F.R. Part 18 and Title 23. The Grantee's failure to comply with these requirements may result in Agreement termination.
6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87 (2 C.F.R. Part 225). Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

## EXHIBIT G

### GRANT REQUIREMENTS AND CONTRACT CLAUSES

1. The Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for 2010 (Div. A of the Consolidated Appropriations Act, 2010 (Pub. L. 111–117, Dec. 16, 2009)), regarding National Infrastructure Investments (the “Act”) (referred to as “TIGER II Discretionary Grants”) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
3. Federal agencies providing grants, grant agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
4. For additional guidance on the wage rate requirements of the Act, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

### TRANSPARENCY ACT REQUIREMENTS

#### [THIS SECTION MAY BE UPDATED BASED ON FURTHER OMB GUIDANCE OR REGULATION]

Pursuant to 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, hereafter referred to as “the Transparency Act” or “the Act”) and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Grantee is required to report as required under the Act, in addition to including the following clause in all first-tier Subawards:

- I. Reporting Subawards and Executive Compensation.
  - a. Reporting of First-Tier Subawards.

1) Applicability. Unless the Grantee (hereinafter in this section referred to as “you”) are exempt as provided in paragraph d. of this section, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009; Pub. L. 111-5) for a subaward to an entity (see definitions in subsection e. of this section).

2) Where and when to report.

a. You must report each obligating action described in subsection a.1. of this section to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2) Where and when to report. You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at <http://www.ccr.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1) Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions.**

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

**e. Definitions. For purposes of this section:**

1) Entity means all of the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. — .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### **SINGLE AUDIT INFORMATION FOR RECIPIENTS OF TIGER II GRANT FUNDS**

1. To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 C.F.R. 215.21 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments." Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of TIGER II Discretionary Grant funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

2. For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "TIGER II -" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## EXHIBIT H

### QUARTERLY PROGRESS REPORTS: FORMAT AND CONTENT

**The Paperwork Reduction Act approval is still pending. At this time, this Exhibit is included for informational purposes. Grantees are requested to retain data for potential future reporting, to ensure that DOT (Government) records are complete (assuming clearance is granted).**

1. The purpose of the calendar quarterly progress reports under the Agreement for the TIGER II Discretionary Grants program is to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met. To that end, along with the quarterly progress, as outlined below, the Grantee should also submit a Federal Financial Report (SF-425) with each quarterly progress report.
2. The Grantee should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.
3. The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Grantee and the Government must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.
4. A quarterly cost, schedule, and status report will be produced by the Grantee, and a quarterly status meeting will be held with the Grantee, the Government and other applicable agencies in attendance. The quarterly status meetings should discuss the project costs, schedules, quality issues, compliance with Federal requirements, and other status items in sufficient enough detail to allow all involved parties to be fully aware of the significant status issues and actions planned to mitigate any adverse impacts. In addition, significant issues occurring between status meetings must be communicated immediately without waiting for the next regularly scheduled meeting, with any highly significant or sensitive issues elevated immediately to the executive leadership.
5. The following is the required format for the quarterly progress reports. At the discretion of the Government, modifications or additions can be made in order to produce a quarterly reporting format that will most effectively serve both the Grantee and the Government. It is recognized that some projects will have a more extensive quarterly status than others. In the case of smaller projects, the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. Please note that the initial quarterly progress report should include a detailed description, and where appropriate, drawings, of the items funded.

**(a) Executive Summary.** The executive summary should be a clear and concise summary of the current status of the project, including any major issues that have an impact on the project's scope, budget, schedule, quality, or safety. It may be done in a bulleted format. The following summary information is an example of items that should be covered in the executive summary section:

- Current total project cost (forecast) vs. latest budget vs. baseline budget. Include an explanation of the reasons for any deviations from the approved budget.
- Current overall project completion percentage vs. latest plan percentage.
- Any delays or exposures to milestone and final completion dates. Include an explanation of the reasons for the delays and exposures.
- A summary of the projected and actual dates for notices to proceed for significant contracts, start of construction, start of expenditure of TIGER II Discretionary Grant funds, and project completion date. Include an explanation of the reasons for any discrepancies from the corresponding project milestone dates included in the Agreement.
- Any Federal obligations and/or TIFIA disbursements occurring during the month versus planned obligations or disbursements.
- Any significant contracts advertised, awarded, or completed.
- Any significant scope of work changes.
- Any significant items identified as having deficient quality.
- Any significant safety issues.
- Any significant Federal issues such as environmental compliance, Buy America/Buy American (whichever is applicable to this Project), Davis Bacon Act Prevailing Wage requirements, etc.

**(b) Project Activities and Deliverables.** The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous quarter (reporting period), and (2) define the activities and deliverables planned for the next two reporting periods. 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 Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. The two reporting period "look ahead schedule" will enable the Government to accommodate any activities requiring input or assistance.

**(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. In general, issues and administrative requirements that could have a significant or adverse impact to the project's scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. 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 Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Grantee and the Government. 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. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing 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.

**(e) 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 TIFIA disbursements for the project, compared to planned obligations and disbursements.

**(f) Project Funding Status.** The purpose of this section is to provide a status report on the non-TIGER II Discretionary Grant funds necessary to complete the project. This report section should include a status update of any legislative approvals or other actions necessary to provide the non-TIGER II Discretionary Grant funds to the project. Such approvals might include legislative authority to charge user fees or set toll rates, or the commitment of local funding revenues to the project. In the event that there is an anticipated or actual project cost increase, the project funding status section should include a report on the anticipated or actual source of funds to cover the cost increase and any significant issues identified with obtaining additional funding.

**(g) Project Quality.** The purpose of this section is to: (1) summarize the Quality Assurance/Quality Control activities during the previous month (reporting period), and (2) highlight any significant items identified as being deficient in quality. Deficient items noted should be accompanied by reasons and specifics concerning the deficiencies, and corrective actions taken or planned. In addition, the agency or firm responsible for the corrective action should be documented. Planned corrective actions should then be included as Action Items/Outstanding Issues.

**(h) Federal Financial Report (SF-424).** The Federal Financial Report (SF-424) (available at <http://www.forms.gov/bgfPortal/docDetails.do?dId=15149>) is a financial reporting form used throughout the Federal Government Grant system. Grantees should complete this form and attach it to each quarterly Project Progress and Monitoring Report.

**(i) Other Status Reports.** The Grantee and the Government may agree that other reports may be beneficial in ensuring that project status issues are fully and openly communicated. Such reports may include the public relations plan, value engineering and constructability review plan, environmental compliance report, and/or compliance with the Buy America requirements.



**AGENDA ITEM SUMMARY**

DATE: 04/07/2011 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:** Rodeo Grounds Improvements 2011

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**Overview**

This Idaho Power Work Request is to install permanent service to the Rodeo Arena and Interpretive Center. This work consists of installing conduit from the existing onsite transformer across the arena to the buildings, conductor, and meters for both facilities. Work Order # 27342135 and associated documents are before you to be signed. Total Costs \$11,624.00. *for one, The second will cost 8,136<sup>00</sup>, which will be paid for by Harley Ice, but documents attached need to be signed by owner,*

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle# \_\_\_\_\_ *City of Harley.*

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: Jim Zarubica Phone # 788-9830 ext. 17

Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input type="checkbox"/> Streets
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Parks	<input type="checkbox"/> Mayor	

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Approve

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

Draft 12-30-03



**In Account With**

City of Hailey  
Attn: Tom Hellen  
115 S. Main St. Ste 4  
Hailey, ID 83333

**Work Order #** 27342135

**Date** April 1, 2011

**In accordance with your request:**

Install two three phase services at Multi Use Arena.

**Line Location:** 791 S Main Street, Hailey, Idaho

Line Installation Costs (Line 1)	\$ 9,256.00
Line Installation Credits (Betterment, Salvage, Customer Trench)(Lines 2-4)	\$ 752.00
Terminal Facilities (Line 6)	
Customer Allowance (Line 7)	
Unusual Conditions (Line 9)	\$ 2,500.00
Other Charges (Eng Fees, Right of Way, Misc Charges) (Lines 14-23)	\$ 620.00

**Amount to be paid and received prior to job being scheduled.**

**\$ 11,624.00**

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments: Galena Engineering will be required to provide all staking for construction.

*Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned.*

**PLEASE RETURN SIGNED DOCUMENTS TO:**

IDAHO POWER COMPANY  
Attn: Cyndi Bradshaw  
PO Box 3909  
Hailey, ID 83333

If you have any questions, please telephone:  
Cyndi @ (208) 788-8002



Idaho Power Company  
Service Request

Service Request Number: 00306317

**CITY OF HAILEY-INSTALL 3PH UG SVC FOR MULTI USE FACILITY**

Work Order Number:	<b>27342135</b>	Eng Hours:	
Request Type:	<b>CS</b>	Eng Fee Amount(Att98):	<b>0.00</b>
Rate Sch.:	<b>09S</b>	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	<b>5197581102</b>
Feeder:	<b>HALY13B</b>		
Service Location:	<b>791 S MAIN ST HAILEY, ID 83333</b>		
Required in Service Date:	<b>5/4/2011</b>		
Planning Center/Team:	<b>HAILEY</b>		

**Contact Detail:**

<b>252R</b>	<b>CITY OF HAILEY</b> 115 S Main St., HAILEY ID 83333	<b>788-4221</b>
<b>CUST</b>	<b>CITY OF HAILEY</b> 115 S Main St., HAILEY ID 83333	<b>788-4221</b>
<b>IPCO</b>	<b>CYNDI BRADSHAW</b> DIST DESIGNER, ,	<b>208-788-8002</b>

**Attribute Information**

**RES/COM**

Service Voltage	<b>120/208</b>	No. Of Meters	<b>TWO</b>
Number of Phases	<b>THREE</b>	Meter Location	<b>SO</b>
KW Motor Load:		Ct Loc	<b>BLDG</b>
Largest Motor		Primary OH/UG	<b>UG</b>
1 Phase KW Demand	<b>132KW 58KW</b>	Service OH/UG	<b>UG</b>
3 Phase KW Demand	<b>20KW</b>	Srv Owner	<b>IPCO</b>
Connected KW Load	<b>152KW</b>	Panel Amp Size	<b>600 &amp; 200AMPS</b>
Commercial Deposit Amount			

**Notes**

CONNECT TO 2 EXISTING 4" SERVICE CONDUIT STUBS AND EXTEND TO CT CAN LOCATION ON BUILDING. INSTALL 2-350QX SERVICE CONDUCTORS IN CONDUITS, #1530 CTS AND #1587 METER. PORTION OF TRENCH WILL BE HAND DUG.

INSTALL ONE 4" SERVICE CONDUIT OUT OF EXISTING 3PHASE TRANSFORMER.

CONTINUE CONDUIT RUN TO INTERPRETIVE CENTER LOCATED SOUTH OF 3PHASE TRANSFORMER. INSTALL NEW PERMANENT 3PHASE 4/0QX SERVICE TO 200AMP SELF CONTAINED METER BASE LOCATED AT INTERPRETIVE CENTER.

ALL TRENCH LINES MUST BE STAKED; INCLUDING FINAL GRADE OF TRENCH LINE PRIOR TO ANY EXCAVATION. MAJORITY OF SERVICE TRENCHLINE WILL BE UNDER ASPHALT PARKING LOT. HAUL OFF ALL EXCAVATED MATERIAL AND HAUL IN ROAD MIX FOR BACKFILL. OFF OF TRENCH LINE MUST BE COMPACTED TO 95% COMPACTION.

Service Request Number: 00306317

CITY OF HAILEY-INSTALL 3PH UG SVC FOR MULTI USE FACILITY

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

_____	_____	<i>Cyril D Bradshaw</i>	4/1/11
Client Signature	Date	Idaho Power Representative Signature	Date



# CUSTOMER COST QUOTE IDAHO

Customer or Project Name: <b>CITY OF HAILEY-INSTALL 3PH UG SVC FOR MULTI USE FA</b>	Design Number: <b>0000086781</b>	Work Order #: <b>27342135</b>
--	-------------------------------------	----------------------------------

Line Installation Cost	Prepaid Fees	Debit	Credit	Totals
1. Line Installation/Upgrade Costs		9,256		
2. Company Betterment / Other Credits			752	
3. Salvage Taxable - Credit			0	
4. Customer Provided Trench			0	
<b>5. Net Line Installation Cost</b>				<b>8,504</b>
<b>Terminal Facilities</b>				
6. Terminal Facilities		0		
7. Customer Allowance			0	
<b>8. Net Terminal Facilities</b>				<b>0</b>
9. Unusual Conditions		2,500		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				<b>11,004</b>
12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				<b>2,500</b>
13. Construction Cost Not Available for Vesting or Refund				<b>8,504</b>
<b>Other Charges</b>				
14. Vested Interest Work Order #		0		
15. Billable Right of Way Permits		0		
16. Prepaid Right of Way Permits	\$ 0			
17. Billable Engineering Charges		620		
18. Prepaid Engineering Fees	\$ 0			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		0		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments		0		
<b>24. Net Other Charges</b>				<b>620</b>
<b>25. Total Work Order Charges</b>		<b>\$ 12,376</b>		
<b>26. Idaho Power Co. Contribution &amp; Other Credits</b>			<b>\$ 752</b>	
<b>27. Total Customer Payment Due (Line 11 + Line 24)</b>				<b>\$ 11,624</b>

**Notes:** \_\_\_\_\_

**Notice:** This written quotation shall be binding on the Company for a period of sixty days (60) from the date below indicated, subject to changes in information provided by the Customer or changes in the Company's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. The Customer must make payment of the quote amount not less than thirty (30) days prior to the start of construction, but the Company does not represent that construction will commence within

Customer Signature <input checked="" type="checkbox"/> _____	Date <input checked="" type="checkbox"/> _____
<input checked="" type="checkbox"/> <i>NA</i> (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed	
<input checked="" type="checkbox"/> <i>NA</i> (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packed, also available at idahopower.com	
IPCo Representative <u>Cyndi D Bradshaw</u>	Quotation Date <u>4/4/11</u>



## Unusual Conditions Acknowledgement

Unusual Conditions are construction conditions not normally encountered. These conditions may include, **but are not limited to:** frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, incomplete customer trench, nonstandard facilities or construction practices, and other than available voltage requirements.

I have read and understand the above definition of Unusual Conditions as set forth in Idaho Power Company's Line Installation tariff, Rule H. I further understand that Idaho Power Company will determine the type and extent of the Unusual Conditions encountered.

Unusual Conditions charged for on the Customer Cost Quote sheet, but not encountered, will be refunded to the Customer by Idaho Power Company after the completion of construction.

Signed: \_\_\_\_\_  
Customer Signature

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



# Memorandum of Understanding

Project Name: City Of Hailey 3Phase Service

Work Order Number: 27342135

The quoted prices and credits include these requirements for trench backfill and compaction and the final grade.

**1. Standard  
Compaction**

**Standard compaction** is required in all areas that do not require high compaction. For standard compaction, backfill with the native soil and "wheel-roll" the trench. If the soil is "loamy" or does not compact well, the spoils must be hauled off and replaced with 3/4" road mix up to 12" of the surface. Use native backfill for the top 12" of the trench.

                     Standard compaction footage

**Note:** The grantor of the right-of-way may require high compaction in areas that are not under a paved surface or road but still within the right-of-way.

**2. High (or 95%)  
Compaction**

**High compaction** is required in areas where the trench will be under:

- ◆ A roadway, alley, driveway, or parking lot (whether paved or unpaved).
- ◆ A paved surface.
- ◆ Where the grantor of the right-of-way requires high compaction.

For high compaction, backfill the trench in 12" lifts with 3/4" roadmix or "pit run" and compact each lift with a "wacker" or other similar compaction device. Native soil is not acceptable as a backfill material for high compaction and must be hauled off.

          220           High compaction footage

**3. Final Grade**

We understand that as of 4/14/2011 the above named project will be ready for facilities to be installed by Idaho Power.

All roadways and cable routes must have all grading and subgrading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The customer will be responsible for the total cost of damage to Idaho Power facilities that results from any subsequent changes in property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

**This Memorandum of Understanding is accepted by:**

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

Cyndi D Bradshaw  
Idaho Power Representative's Signature

4/11/11  
Date

Not DEL 040 (9/06)



**In Account With**

City of Hailey  
Attn: Tom Hellen  
115 S. Main St.  
Hailey, ID 83333

**Work Order #**

27340751

**Date** March 24, 2011

**In accordance with your request:**

Extend underground 4" primary conduit  
to future transformer location for ice rink.

**Line Location:**

791 S. Main St., Hailey, Idaho

Line Installation Costs (Line 1)	\$ <u>6,078.00</u>
Line Installation Credits (Betterment, Salvage, Customer Trench)(Lines 2-4)	<u>                    </u>
Terminal Facilities (Line 6)	<u>                    </u>
Customer Allowance (Line 7)	<u>                    </u>
Unusual Conditions (Line 9)	\$ <u>1,500.00</u>
Other Charges (Eng Fees, Right of Way, Misc Charges) (Lines 14-23)	\$ <u>558.00</u>
<b>Amount to be paid and received prior to job being scheduled.</b>	<b>\$ <u><u>8,136.00</u></u></b>

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other.

Comments:

*Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned.*

**PLEASE RETURN SIGNED DOCUMENTS TO:**

IDAHO POWER COMPANY  
Attn: Cyndi Bradshaw  
PO Box 3909  
Hailey, ID 83333

If you have any questions, please telephone:  
Cyndi @ (208) 788-8002



Idaho Power Company  
Service Request

Service Request Number: 00305511

CITY OF HAILEY-INSTALL PRIMARY CONDUIT ON SITE TO NEXT XFMR LOC.

Work Order Number: 27340751

Request Type: CS

Rate Sch.:

Reply By:

Eng Hours:

Eng Fee Amount(Att98): 0.00

Eng Fee Amount(Att16):

Eng Fee Service Agreement No:

Eng Fee Service Agreement Date:

Customer No: 0539916414

Feeder: HALY13B

Service Location: 791 S MAIN ST HAILEY, ID 83333

Required in Service Date: 3/2/2011

Planning Center/Team: HAILEY

Contact Detail:

252R	CITY OF HAILEY 115 S Main St., HAILEY ID 83333	788-4221
CUST	CITY OF HAILEY-JIM ZARUBICA ,,	788-9830
IPCO	CYNDI BRADSHAW ,,	309-2614

Attribute Information

RES/COM

Service Voltage	No. Of Meters	
Number of Phases	Meter Location	
KW Motor Load:	Ct Loc	
Largest Motor	Primary OH/UG	UG
1 Phase KW Demand	Service OH/UG	
3 Phase KW Demand	Srv Owner	
Connected KW Load	Panel Amp Size	
Commercial Deposit Amount		

Notes

EXTEND 4" PRIMARY CONDUIT FROM END OF LAST PROJECT TO THREE PHASE TRANSFORMER LOCATION AT ICE RINK. CONDUIT INSTALLATION ONLY - PLUG AND MARK.

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

_____	_____	<i>Cyndi D Bradshaw</i>	3/24/11
Client Signature	Date	Idaho Power Representative Signature	Date



# CUSTOMER COST QUOTE IDAHO

Customer or Project Name: <b>CITY OF HAILEY-INSTALL PRIMARY CONDUIT ON SITE TO</b>	Design Number: <b>0000086485</b>	Work Order #: <b>27340751</b>
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	Prepaid Fees	Debit	Credit	Totals
<b>Line Installation Cost</b>				
1. Line Installation/Upgrade Costs		6,078		
2. Company Betterment / Other Credits			0	
3. Salvage Taxable - Credit			0	
4. Customer Provided Trench			0	
<b>5. Net Line Installation Cost</b>				<b>6,078</b>
<b>Terminal Facilities</b>				
6. Terminal Facilities		0		
7. Customer Allowance			0	
<b>8. Net Terminal Facilities</b>				<b>0</b>
9. Unusual Conditions		1,500		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				<b>7,578</b>
12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				<b>6,362</b>
13. Construction Cost Not Available for Vesting or Refund				<b>1,216</b>
<b>Other Charges</b>				
14. Vested Interest Work Order #		0		
15. Billable Right of Way Permits		0		
16. Prepaid Right of Way Permits	\$ 0			
17. Billable Engineering Charges		558		
18. Prepaid Engineering Fees	\$ 0			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		0		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments		0		
<b>24. Net Other Charges</b>				<b>558</b>
<b>25. Total Work Order Charges</b>		<b>\$ 8,136</b>		
<b>26. Idaho Power Co. Contribution &amp; Other Credits</b>			<b>\$ 0</b>	
<b>27. Total Customer Payment Due (Line 11 + Line 24)</b>				<b>\$ 8,136</b>

Notes: \_\_\_\_\_

**Notice:** This written quotation shall be binding on the Company for a period of sixty days (60) from the date below indicated, subject to changes in information provided by the Customer or changes in the Company's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. The Customer must make payment of the quote amount not less than thirty (30) days prior to the start of construction, but the Company does not represent that construction will commence within

Customer Signature <u>X</u> _____	Date <u>X</u> _____
<u>X</u> <u>NA</u> (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed	
<u>X</u> <u>NA</u> (Customer Initials) The customer acknowledges receipt of the reduced charge option brochure/packed, also available at idahopower.com	
IPCo Representative <u>Cyndi D Bradshaw</u>	Quotation Date <u>3/24/11</u>



## Unusual Conditions Acknowledgement

Unusual Conditions are construction conditions not normally encountered. These conditions may include, **but are not limited to:** frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, incomplete customer trench, nonstandard facilities or construction practices, and other than available voltage requirements.

I have read and understand the above definition of Unusual Conditions as set forth in Idaho Power Company's Line Installation tariff, Rule H. I further understand that Idaho Power Company will determine the type and extent of the Unusual Conditions encountered.

Unusual Conditions charged for on the Customer Cost Quote sheet, but not encountered, will be refunded to the Customer by Idaho Power Company after the completion of construction.

Signed: \_\_\_\_\_  
Customer Signature

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



# Memorandum of Understanding

Project Name: City Of Hailey- Conduit Only

Work Order Number: 27340751

The quoted prices and credits include these requirements for trench backfill and compaction and the final grade.

**1. Standard  
Compaction**

**Standard compaction** is required in all areas that do not require high compaction. For standard compaction, backfill with the native soil and "wheel-roll" the trench. If the soil is "loamy" or does not compact well, the spoils must be hauled off and replaced with 3/4" road mix up to 12" of the surface. Use native backfill for the top 12" of the trench.

                     Standard compaction footage

**Note:** The grantor of the right-of-way may require high compaction in areas that are not under a paved surface or road but still within the right-of-way.

**2. High (or 95%)  
Compaction**

**High compaction** is required in areas where the trench will be under:

- ◆ A roadway, alley, driveway, or parking lot (whether paved or unpaved).
- ◆ A paved surface.
- ◆ Where the grantor of the right-of-way requires high compaction.

For high compaction, backfill the trench in 12" lifts with 3/4" roadmix or "pit run" and compact each lift with a "wacker" or other similar compaction device. Native soil is not acceptable as a backfill material for high compaction and must be hauled off.

240' High compaction footage

**3. Final Grade**

We understand that as of 4/6/2011 the above named project will be ready for facilities to be installed by Idaho Power.

All roadways and cable routes must have all grading and subgrading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The customer will be responsible for the total cost of damage to Idaho Power facilities that results from any subsequent changes in property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

**This Memorandum of Understanding is accepted by:**

Customer's Signature

Date

Cyndi D Bradshaw  
Idaho Power Representative's Signature

3/24/11  
Date



# Vested Interest Waiver

Idaho Power Co.  
Hailey, Idaho  
City, State

Re: Idaho Rule H, Overhead and Underground line  
Installation Construction Contribution Waiver

To Whom It May Concern:

I, City of Hailey  
Customer Name

the vested interest holder in the Line Installation or Line Installation Upgrade that serves the

City of Hailey - Primary conduit only Load(s) at or near  
Name of Project

791 S. Main St.  
Address, Street or Road

County of Blaine, State of Idaho, located in Section 9

Township 02N Range 18E BM,

hereby notify Idaho Power Company that I waive any and all Additional Applicant refund requirements

by the Idaho Rule H Overhead and Underground line Extensions on the \$ 6362

Construction Contribution paid by me for electric service provider under the Idaho Power Company's

Work Order No. 27340751 to the above load(s).

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

*Cynthia D Bradshaw*  
Idaho Power Company Representative

3/24/11  
Date

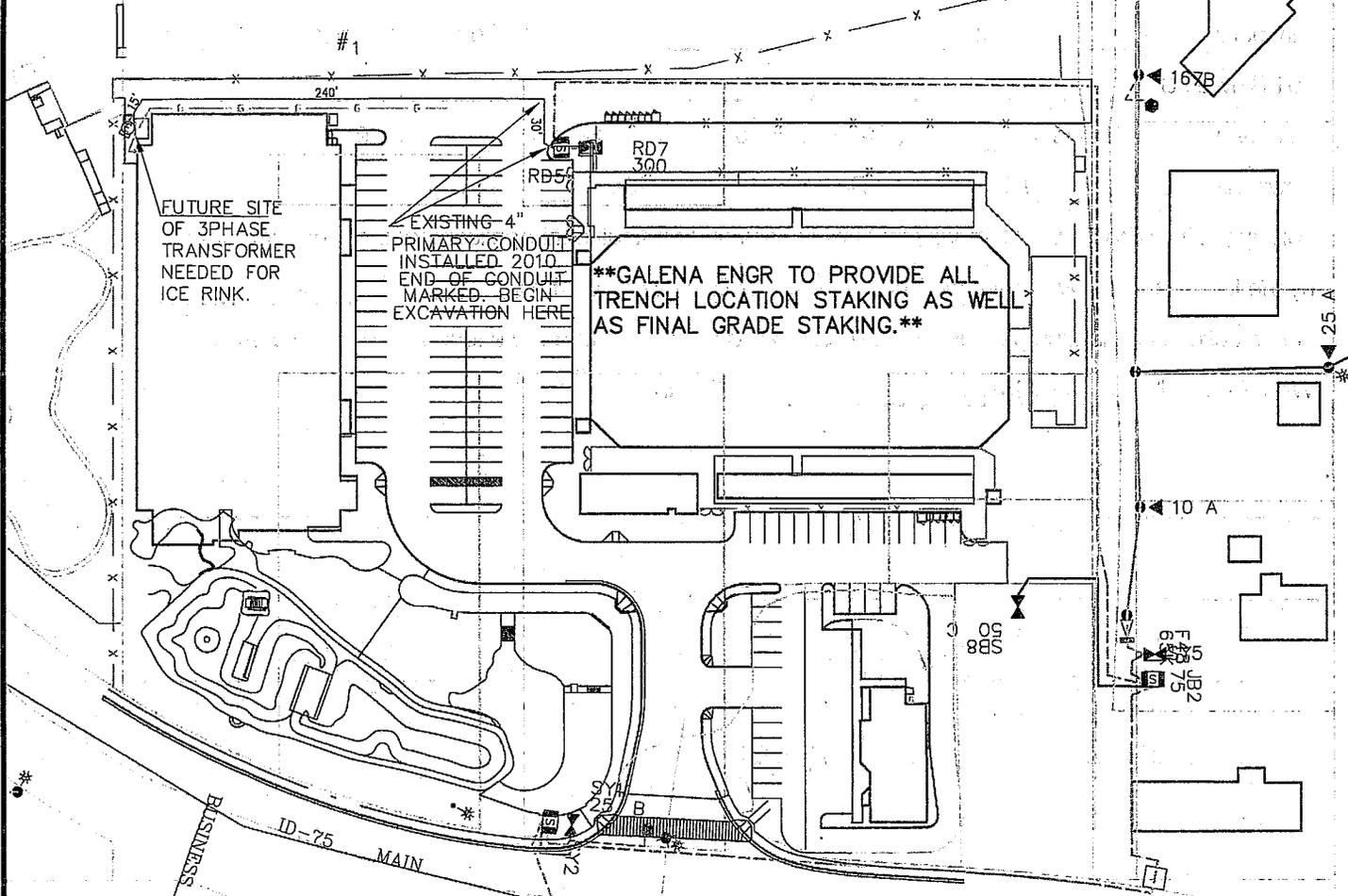
Sr Distribution Designer  
Title

**\*\*\*SHARED TRENCH PROJECT\*\*  
COMMUNICATIONS ONLY**

**INSTALLING PRIMARY 4" CONDUIT ONLY.  
PLUG AND MARK WITH MARKER BALL.**

UNDERGROUND CABLE NOTES						
STATION	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
RD5-PRI STUB				260	4"	260 260

**95% COMPACTION REQUIRED ON ALL  
OF TRENCH LINE.**



TIMES SCALE: 0 1 2 3 4 Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title:  
**CITY OF HAILEY--INSTALL PRIMARY CONDUIT ON SITE TO NEXT XFMR LOC.**

Additional Description:  
**\*\*STAKING TO BE PROVIDED BY GALENA ENGINEERING - TRENCH LOCATION AS WELL AS FINAL GRADE\*\***

Feeder Map file Name: <b>HALY1302</b>					Surveyed or GPS: <b>SURVEYED</b>		Fdr By: _____		Designer: <b>CDC0468</b>	
Qua 1 TwN 02N Rng 18E Sec 09 Mer BM					Joint Use Attachments: <b>NO</b>		Date: _____		Design No: <b>0000086485</b>	
State ID County <b>BLAINE</b>					Pre-Built Date: _____		ArcFM By: _____		Work Order No: <b>27340751</b>	
					Built as Designed: _____		Date: _____			
					Construction Date: _____					
					Operating Voltage: <b>12.5 kV</b>					



SHARED TRENCH CUSTOMER AGREEMENT

The prices quoted on Work Order Number 27340751 are for the utility trench installation project described as,  
(Project Name) City of Hailey - Primary Conduit Only and located at,  
(Location Description) 791 S. Main St., Hailey, Idaho

I understand that the costs I have been quoted are based on the project being included in the Shared Trench Program. Costs quoted in conjunction with the Shared Trench Program reflect an assumption that Intermountain Gas will not be a participant in the trench, but telephone, cable television, or other approved communication lines will be installed. If this does not occur, additional charges may be assessed.

I also understand that the costs I pay allow for Idaho Power Company, telephone, cable television, and other approved communication lines to be installed in the trench. Additional costs associated with installing facilities for utilities other than Idaho Power Company are not the responsibility of Idaho Power Company.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

*Cyndi D. Bradshaw*

\_\_\_\_\_  
Idaho Power Company Representative

*3/24/11*

\_\_\_\_\_  
Date

