

**Meeting Date:** 4/2/2013

**Report Type:** Consent

**Report ID:** 2013-00241



**Title:** Sacramento Valley Station Phase 2 Rehabilitation, Acceptance of TIGER Grant

**Location:** District 3

**Issue:** TIGER grant funds require City Council acceptance of a grant agreement prior to use of funds.

**Recommendation:** Pass a Resolution: 1) authorizing the City Manager or his designee to execute the Transportation Investment Generating Economic Recovery (TIGER) IV Grant Agreement with the Federal Railroad Administration (FRA) to receive \$15 million in federal grant funding for the Phase 2 of the Sacramento Valley Station Intermodal Project; 2) amending the project's revenue and expenditure budget by appropriating \$15 million in federal funds (Fund 3703) to the Sacramento Intermodal Project (T15029000) for the purpose of funding the Sacramento Valley Station Phase 2 Rehabilitation, and 3) resetting the administrative authority for the Sacramento Intermodal Project (T15029000).

**Contact:** Greg Taylor, Senior Architect, (916) 808-5268; Jerry Way, Director of Public Works, (916)808-7100, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Planning & Policy

**Dept ID:** 15001041

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A-Project Location Map
- 5-Exhibit B-TIGER Grant Agreement

---

**City Attorney Review**

Approved as to Form  
Kourtney Burdick  
3/27/2013 10:41:26 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
3/6/2013 4:18:48 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 3/7/2013 4:59:58 PM

## Description/Analysis

**Issue:** In June of 2012, the City of Sacramento was notified it had been awarded \$15 million in federal funds under the Transportation Investment Generating Economic Recovery (TIGER) IV Discretionary Grants program to complete Phase 2 of the Sacramento Intermodal Transportation Facility Project, which is the remodeling and rehabilitation of the historic train depot. Execution of the grant agreement is necessary to allow the City to accept and use the funds to complete Phase 2.

**Policy Considerations:** The action requested supports the City's General Plan goals of achieving sustainability and enhancing livability. The improvements are consistent with City goals to provide better accessibility to public transportation.

**Economic Impact:** None. The economic impact of the project will be assessed at the time of the award of the estimated \$30 million construction contract.

### Environmental Considerations:

**California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):** The Federal Highway Administration (FHWA), in consultation with other federal agencies, including the Federal Railroad Administration (FRA), completed an environmental assessment (EA) of the entire Intermodal project (Phases 1-3), consistent with NEPA. FHWA determined that the project would not have a significant effect on the environment and accordingly issued a Finding of No Significant Impact (FONSI) in August 2009. The City also entered into a Section 106 Programmatic Agreement (PA) regarding treatment of cultural resources with Caltrans and pertinent state and federal agencies. FHWA authorized the City to proceed with implementation with the project, based in part on the conclusion that NEPA had been satisfied. Changes in the design since that time warrant additional review. FRA has indicated that these additional design features may be eligible for an FRA categorical exclusion (CE), which covers the "maintenance of: existing railroad equipment; track and bridge structures; electrification, communication, signaling, or security facilities; stations; maintenance-of-way and maintenance-of-equipment bases; and other existing railroad-related facilities. The City is in the process of submitting a request for the CE.

CEQA review was completed for the track relocation activities (Phase 1) and improvement to the Depot (Phase 2). In June 2009, the City Council approved a Mitigated Negative Declaration and a Notice of Determination was filed.

**Sustainability Considerations:** The Sacramento Intermodal Transportation Facility (SITF) projects will provide various alternative transportation modes including: rail freight movement, passenger rail trains, light rail transit, intercity and local buses, taxicabs, bicycle and

pedestrian travel modes, and future modes such as streetcar and California High Speed Rail. The Intermodal Phase 2 project will provide efficiencies, improved operations, customer-oriented enhancements and greatly expanded usable space.

**Other:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** To accept the TIGER grant funding, the City must execute the TIGER Grant Agreement. The grants funds will cover 50% of the project cost, currently estimated at \$30 million, including the services of a pre-construction design-assist contractor, should council authorize the use of such contractor in the future.

Phase 2 involves the historic rehabilitation of the building, renovation of the waiting room and restrooms, new building systems, and additional retail and office space for Amtrak.

**Financial Considerations:** If council approves this item, Phase 2 will be funded by the \$15 million TIGER IV grant, administered by the Federal Railroad Administration (FRA), matched with \$15 million in County of Sacramento Transportation Sales Tax Extension, Measure A funds, for a total project cost of \$30 million.

As of March 4, 2013, the Sacramento Intermodal Transportation Facility (T15029000) and its sub-projects have a total budget of \$183 million and an unobligated balance of \$26,550,533. Most of these funds are restricted to specific sub-projects and activities, including completion of the Track Relocation Project, Retrofit of the Structural Depot, and completion of the West Pedestrian Tunnel Ramps. Of the unobligated balance, \$15 million of the transportation sales tax Measure A (Fund 2023) is reserved for the required match to secure the TIGER grant funds—the City is obligated to contribute 50% towards the project and the grant funds will cover the balance. The recommended action will increase the project budget by \$15 million in federal funds (Fund 3703), which will provide full funding for the estimated \$30 million project.

There are no general funds planned or allocated for this project.

**Disadvantaged Business Enterprise (DBE):** This is a federally-funded project with fund administration involving the Federal Railroad Administration (FRA). The City will follow federal Disadvantaged Business Enterprise (DBE) requirements and ESBD rules will be held in abeyance. The contract award will comply with all federal DBE participation requirements.



## Background

For many years, the City has envisioned a project to expand the Sacramento Valley Station and historic depot in the Downtown Railyards into a regional transportation facility to serve multiple modes of transportation. Known as the Intermodal, the project has evolved into a transit district with several implementation phases. The Phase 1 project, Track Relocation, which moved the mainline rail tracks and related operations to the north, will be completed this spring. Intermodal Facility funding includes federal, state, and a variety of local sources. In most cases, the funding is restricted for use for a specific activity.

Phase 2 of the Intermodal will make improvements to the historic depot and improve station operations. The project includes historic rehabilitation of the building, renovation of the waiting room and restrooms, new building systems, and additional retail and office space and space allocations for Amtrak. The design team is on schedule to complete programming, design and construction documentation by the end of June 2013 to comply with the schedule of the City's funding from the federal TIGER IV grant.

The City was awarded a \$15 million TIGER IV grant, administered by the Federal Railroad Administration, to be matched with \$15 million in Measure A capital funds. Construction is to begin in fall 2013. A separate project is under construction to provide structural retrofits and life safety improvements at the depot, with completion anticipated summer 2013. This project would follow the Structural Retrofit project.

A selection process for Design-Assist Construction Services is underway to bring a construction firm onto the project to assist the design team with final cost estimating, scheduling, and phasing of the project.



## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **ACCEPTANCE OF TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) IV GRANT AND EXECUTING GRANT FUNDING AGREEMENT WITH FEDERAL RAILROAD ADMINISTRATION**

#### **BACKGROUND**

- A. The Sacramento Intermodal Transportation Facility (SITF) project is a multi-phased project for construction of a multi-modal transportation facility at the Downtown Railyards (identified in Exhibit A).
- B. The City has been awarded \$15,000,000 in federal funds under the Transportation Investment Generating Economic Recovery (TIGER) IV Discretionary Grants program to complete Phase 2 of the SITF, which is the remodeling and rehabilitation of the historic train depot. Phase 2 will include renovation of the waiting room and restrooms and the addition of new building systems and retail and office space.
- C. To accept the TIGER grant, the City must execute a grant agreement with the Federal Railroad Authority (FRA). The agreement is attached as Exhibit B.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

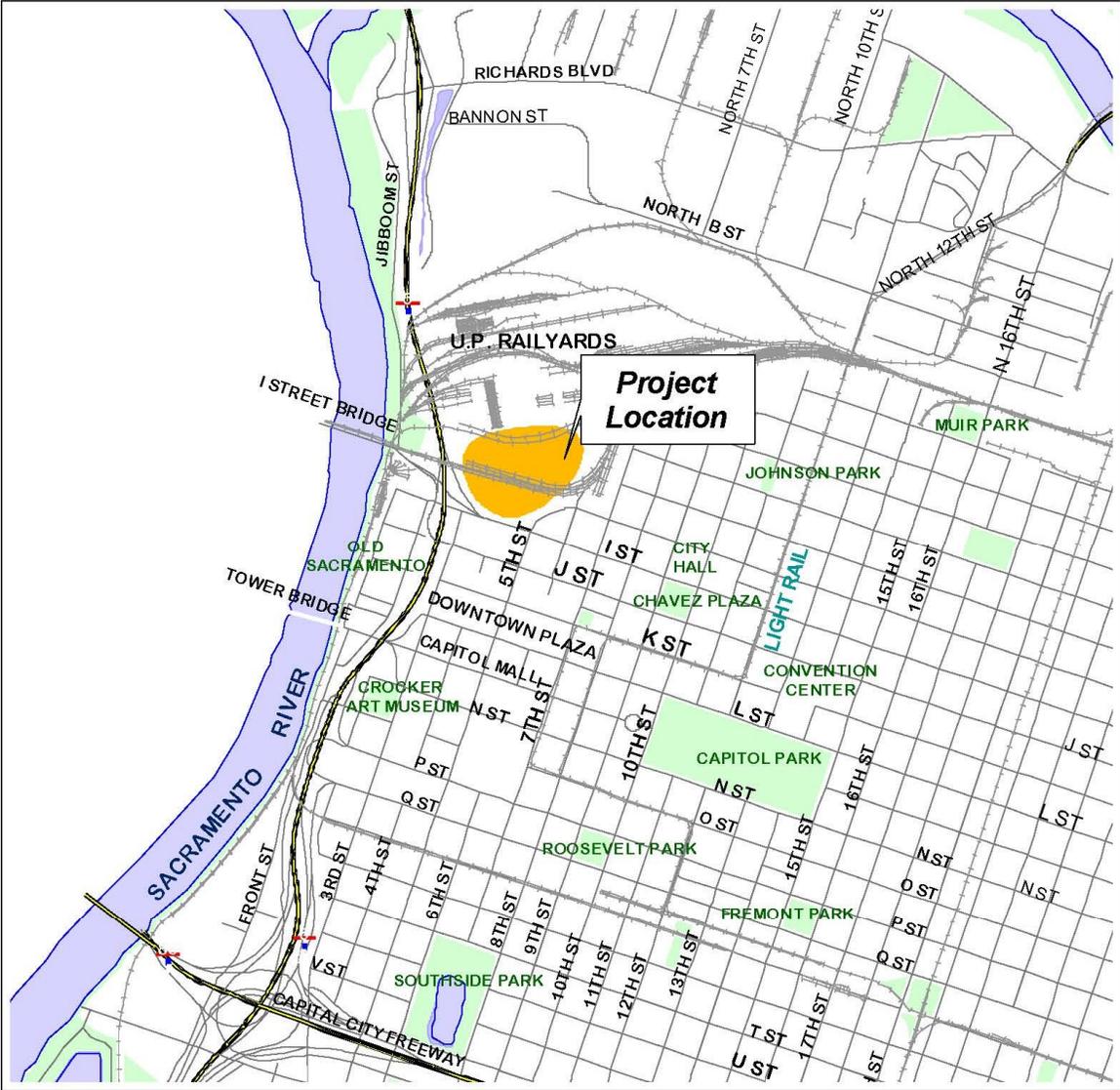
- Section 1. The FY12/13 Capital Improvement Program's revenue and expenditure budgets are amended by appropriating \$15,000,000 (Fund 3703) in federal TIGER Discretionary Grants program funding to the SITF (T15029000) for the purpose of constructing Phase 2 of the SITF—the remodeling and rehabilitation of the historic train depot.
- Section 2. The City Manager or his designee is authorized to execute the TIGER Grant Agreement with FRA to receive \$15,000,000 in federal grant funding to complete Phase 2 of the SITF.
- Section 3. The administrative authority for the SITF project (T15029000) is reset.
- Section 4. Exhibits A and B are attached and are part of this Resolution.

#### **Table of Contents:**

Exhibit A – Project Location Map

Exhibit B – TIGER Grant Agreement

Location Map for  
**SACRAMENTO INTERMODAL  
TRANSPORTATION FACILITY (SITF)**  
(PN:CF41)



Map Contact: S. Tobin  
Date: October, 2003

1000 0 1000 2000 Feet





U.S. Department  
of Transportation  
**Federal Railroad  
Administration**

## Grant/Cooperative Agreement

|   |  |  |                    |
|---|--|--|--------------------|
| 1. RECIPIENT NAME AND ADDRESS<br>City of Sacramento<br>915 I St Ste 2000<br>Sacramento, CA 95814-2616 |  | 2. AGREEMENT NUMBER: FR-TII-0011-13-01-00                    | 3. AMENDMENT NO. 0 |
| 1A. IRS/VENDOR NO. 946000410  |  | 4. PROJECT PERFORMANCE PERIOD: FROM 02/15/2013 TO 11/30/2016 |                    |
| 1B. DUNS NO. 827814299  |  | 5. FEDERAL FUNDING PERIOD: FROM 02/15/2013 TO 11/30/2016     |                    |
| 7. CFDA#: 20.933  |  | 6. ACTION New  |                    |
| 8. PROJECT TITLE<br>Sacramento Intermodal Phase 2- Sacramento Valley Station (SVS)                    |  | 9. TOTAL OF PREVIOUS AGREEMENT AND ALL AMENDMENTS 0.00       |                    |
|   |  | 10. AMOUNT OF THIS AGREEMENT OR AMENDMENT 15,000,000.00      |                    |
|   |  | 11. TOTAL AGREEMENT AMOUNT 15,000,000.00                     |                    |

12. INCORPORATED ATTACHMENTS  
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:  
Standard Terms and Conditions, Attachment 1; Statement of Work, Attachment 2;  
Approved Project Budget, Attachment 3; Performance Measurement Table, Attachment 4  
Assurances and Certifications, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT  
Consolidated and Further Continuing Appropriations Act, 2012 (Public Law 112-55 (November 18, 2011))

14. REMARKS

| GRANTEE ACCEPTANCE   |                      | AGENCY APPROVAL                               |               |
|--|----------------------|---|---------------|
| 15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL<br><br>Jerry Way<br>Director of Public Works |                      | 17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL |               |
| 16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL<br>   | 16A. DATE<br>3-20-13 | 18. SIGNATURE OF AUTHORIZED FRA OFFICIAL      | 18A. DATE<br> |

AGENCY USE ONLY

|   |                    |                                   |                             |
|---|--------------------|-----------------------------------|-----------------------------|
| 19. OBJECT CLASS CODE: 41010            |                    | 20. ORGANIZATION CODE: 9013000000 |                             |
| 21. ACCOUNTING CLASSIFICATION CODES     | BY                 | BPAC                              | AMOUNT                      |
| DOCUMENT NUMBER<br>FR-TII-0011-13-01-00 | FUND<br>2712130143 | 2013                              | 0143T429Y0<br>15,000,000.00 |

**APPROVED AS TO FORM:**

**CITY ATTORNEY**



## AWARD ATTACHMENTS

City of Sacramento

FR-TII-0011-13-01-00

---

1. Standard Terms and Conditions, Attachment 1
2. Statement of Work, Attachment 2
3. Approved Project Budget, Attachment 3
4. Performance Measurement Table, Attachment 4
5. Assurances and Certifications, Attachment 5

## ATTACHMENT 1

### **GRANT AGREEMENT UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2012 (PUB. L. 112-055, NOV. 18, 2011)), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2012 TIGER DISCRETIONARY GRANTS)**

This agreement (the “Agreement” or “Grant Agreement”) reflects the selection of the recipient identified in section 1 of the Grant/Cooperative Agreement (page 1) (“Grantee” or “Recipient”) as a Recipient of a grant awarded under the provisions of the Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. 112-055, Nov. 18, 2011)), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “FY 2012 TIGER Discretionary Grants” or “TIGER Discretionary Grants.”

#### **SECTION 1. LEGISLATIVE AUTHORITY**

- a) The U.S. Department of Transportation (“DOT” or “Government”) is authorized to award \$500 million in the TIGER Discretionary Grants pursuant to Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. 112-055, Nov. 18, 2011) (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”), the TIGER II Discretionary Grants pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010 and the TIGER Discretionary Grants pursuant to Title XII (Transportation, Housing and Urban Development, and Related Agencies) of Division B of the Department of Defense and Full-Year Continuing Appropriations Act, 2011. Because of the similarity in program structure and objectives, DOT is referring to the grants for National Infrastructure Investments under the Act as “TIGER Discretionary Grants.”
- b) The grant awards made under the TIGER Discretionary Grant program are in full compliance with the Act, the Notice of Funding Availability, Request for Comments (77 FR 4863, January 31, 2012).
- c) Funds for the TIGER Discretionary Grant 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.
- d) The Act specifies that not less than \$120 million of the funds provided for TIGER Discretionary Grants be used for projects located in rural areas.

## SECTION 2. GENERAL TERMS AND CONDITIONS

- a) This Agreement is entered into between DOT, acting through the Federal Railroad Administration (“FRA”), and the Grantee. The Agreement will be administered by FRA (also referred to herein as the “Government”).
- b) 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.
- c) The maximum obligation of the Government payable under this Agreement shall be as specified in section 4(d) of this Attachment 1 of the Agreement, subject to all the terms and conditions in this Agreement and of all other Federal grant awards funding the Project. FY 2012 TIGER Discretionary Grant funds for this Project will be authorized for expenditure by the Grantee only when this Agreement is fully executed by both parties.
- d) 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 49 of the United States Code and Code of Federal Regulations, the Title 49 requirements will take precedence.
- e) 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 2 and 3 to this Agreement. In its notification, the Grantee shall advise the Government of the 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 Discretionary Grant amount share. The FY 2012 TIGER Discretionary Grant Amount will remain unchanged. (See Section 13 of this Attachment 1 to the Agreement regarding termination).
- f) The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Estimated Project Schedule set out in Attachment 2, and such regulations and procedures as the Government may prescribe.
- g) The Grantee has submitted a request for Federal assistance, hereinafter referred to as the “Technical Application” or “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. This Grant is made to the Grantee for the Project, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

h) 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 January 31, 2012, *Federal Register* Notice, "Notice of Funding Availability for the Department of Transportation's National Infrastructure Investments Under the Full-Year Continuing Appropriations, 2012; and Request for Comments" (Available at [http://www.dot.gov/tiger/docs/fy12\\_tiger\\_nofa.pdf](http://www.dot.gov/tiger/docs/fy12_tiger_nofa.pdf)).

i) 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.

j) 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.

k) 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.

l) 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.

m) 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.

n) The Grantee agrees to: 1) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and 2) 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 – have an opportunity to benefit from activities funded through this Agreement. An example of a best practice under 2) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee 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 Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) 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 Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement. The Grantee must provide FRA a plan for incorporating the above best practice into its implementation of the Project within 30 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring that contractors owned and controlled by socially and economically disadvantaged individuals are provided the opportunity to benefit from activities funded through this Agreement.

o) 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. FAP-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:

- 1) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- 2) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- 3) 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.

- p) The Grantee shall comply with the Buy America provisions set forth in 49 U.S.C. 24405(a) for the Project with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.
- q) 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.

### **SECTION 3. 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. 541, 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)
- tt. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- uu. Buy America provisions -- 49 U.S.C. 24405(a)

### **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
- w. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 C.F.R. Part 381.

**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 Grant Recipient

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.

**SECTION 4. GRANTEE AND PROJECT INFORMATION**

a) Grantee: This Grant is made to the Grantee for the project as described in the Grantee’s Technical Application (the “Project”) 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. The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in all exhibits and attachments, which are considered as integral parts of this Agreement. In the case of any inconsistency or conflict between the specific provisions of this 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 Agreement; second, by giving preference to the provisions and terms of Attachment 1; and third, by giving preference to the provisions and terms of other attachments.

The Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee is identified in section 1B on the Grant/Cooperative Agreement (page 1)

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable—to be reported if/when identified. If not applicable, note as N/A)

DUNS No. of First-Tier Sub-Grantees or Sub-Recipients (if applicable—to be reported if/when identified. If not applicable, note as N/A)

b) Notices:

Notices required by this Agreement should be addressed as follows:

As to the FRA:

Mariam Ouhamou  
Grant Manager

Federal Railroad Administration, U.S. Department of Transportation  
1200 New Jersey Avenue, SE - Mail Stop 20 Washington, DC 20590  
(202) 493-6437  
Mariam.ouhamou@dot.gov

As to the Grantee:  
Jerry Way  
Director of Public Works  
City of Sacramento, Department of Public Works  
915 "I" Street, Room 2000 Sacramento, CA 95814  
(916) 808-6381  
jway@cityofsacramento.org

Notwithstanding section 13(c) of this Attachment, the Grantee may update contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

c) Project Description and Milestones

1) Project Description: The Grantee shall furnish all personnel, facilities, and equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in the Statement of Work and the Estimated Project Schedule (Attachment 2), the Approved Project Budget (Attachment 3), and in accordance with the representations, certifications, and assurances set forth in the Grantee's Application, incorporated herein and made a part hereof. In the event of a conflict, in describing the Project, between the Grantee's Application and the Statement of Work, the Statement of Work will govern.

2) Term: Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the time period indicated on the Grant/Cooperative Agreement (page 1), sections 4 and 5. This time period includes the period for both completion of the Project, and completion and submission of any reports or deliverables required by this Agreement.

3) State and Local Planning:

Planning Program Date: (N/A)

4) Environmental Approvals and Processes:

Environmental Documentation Type, Titles, and Date: "Federal Railroad Administration Finding of No Significant Impact for the Sacramento Intermodal Transportation Facility" FONSI, 3/15/10

Environmental Decision Type and Date: FONSI, 3/15/10

Name of Agency and Office Approving Each Environmental Decision Document: U.S. Department of Transportation, Federal Highway Administration; The State of California, Department of Transportation

Planned Completion of NEPA: N/A

5) Project Schedule:

Planned or Actual Contract Award Date (if applicable): 2/15/2013

Planned or Actual Construction Start Date: 11/2013

Planned Project Completion Date: 11/2016

Planned Completion of Final Design: 6/20/2013

d) Project Funding

1) FY 2012 TIGER Discretionary Program Funding:

The total not-to-exceed amount of Federal funding that is provided under this Agreement is identified on the Grant/Cooperative Agreement (page 1) sections 10 and 11. The FRA's liability to make payments to the Grantee under this Agreement is limited to those funds obligated under this Agreement as indicated above and any subsequent amendments.

2) FY 2012 Non-TIGER Financial Commitment (if any):

- A. The Grantee hereby commits and certifies that it will provide funds (and ensure the availability of other sources of funding, such as local/private funding or in/kind contributions) in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the Project costs as necessary to complete the Project.
- B. The Grantee agrees to notify the FRA within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to fund the Project costs necessary to complete the Project as set forth in the Grantee's Application. In its notification, the Grantee shall advise the FRA of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the FRA as set forth in subsection (A) of this section 4(d)(2). The FRA is not responsible for any funding shortfalls regarding the FY 2012 non-TIGER grant amount share. The FY 2012 TIGER Discretionary Grant Amount will remain unchanged (See section 13 of this Attachment to the Agreement regarding termination).

3) Grant Funds and Sources of Project Funds:

- A. The total estimated cost of the Project (as set forth in the Approved Project Budget) is \$ 30,000,000.
- B. FRA funding assistance under the FY 2012 TIGER Discretionary Grant Program is limited to an estimated 50.0000% of the total estimated cost for completing the Project, but not greater than \$ 15,000,000. If there are any cost savings, or if the contract award is under the engineer's estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.
- C. Grantee funding assistance (including all sources other than that provided in (B) above, which may include other Federal funds, state funds, local funds, or other contributed funds) is estimated to be 50.0000% of the total cost of the Project. Consequently, of the amount specified in subparagraph (A) of this subsection, Grantee funding is estimated to be \$ 15,000,000. If there are any cost savings, or if the contract award is under the engineer's estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.
- D. When requesting payment, the Grantee must identify: (1) the total amount of costs for which funding is requested; (2) Grantee funding assistance applied to the Project; and (3) the balance of federal assistance dollars requested for payment.
- E. Funding responsibility for the Project under this Agreement is recapped as follows:

| FRA Funding Assistance | + | Grantee Cash Contribution | + | Grantee In-Kind | = | Total Project Funding |
|------------------------|---|---------------------------|---|-----------------|---|-----------------------|
| \$15,000,000.00        | + | \$15,000,000.00           | + | \$0.00          | = | \$30,000,000.00       |

- F. FRA hereby authorizes the incurrence of pre-agreement costs by the Grantee on or after February 1, 2013 in anticipation of Agreement award, but such costs are allowable only to the extent that they are otherwise allowable under the terms of this Agreement.

**SECTION 5. REIMBURSEMENT OF PROJECT COSTS**

Pursuant to 49 C.F.R. 18.21(d) or 19.22(e), as applicable, the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions, not-to-exceed the funds currently available as stated in this Agreement, and in

accordance with the provisions of section 4(d)(3) of Attachment 1. The Grantee shall submit an electronic copy of SF 270, no more frequently than monthly, to the FRA contact person identified in section 4(b) of this Attachment 1.

- a) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Grantee 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, and travel. The FRA contact person identified in section 4(b) of this Attachment 1 reserves 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 FRA contact person identified in section 4(b) of this Attachment 1 to ensure that progress on the Agreement is sufficient to substantiate payment. After approval, the FRA contact person identified in section 4(b) of this Attachment 1 will certify and forward the request for reimbursement to the payment office.
- b) Payment of FRA funding through FRA's Office of Financial Services, shall be made on a reimbursable basis whereby the Grantee will be reimbursed, after the submission of proper invoices, for actual expenses incurred.

The Grantee will use the Automated Clearing House (ACH) Electronic Vendor Payment method for transfer of reimbursed funds and submit a SF-270 form. Requests for reimbursement must be made through the Department of Transportation's Delphi eInvoicing System. Information on the Delphi eInvoicing System can be found at: <http://www.dot.gov/cfo/delphi-einvoicing-system.html>. To obtain access to the Delphi eInvoicing System, please contact your grant Administrative Officer or Grant Manager.

- c) To seek reimbursement from the Government, the Grantee shall submit, on a monthly basis, documentary evidence of all obligations associated with the Project set forth in this Agreement, and set forth the breakdown of those Project costs (those to be covered by the Federal FY 2012 TIGER Discretionary Grant Program contribution, and those to be covered by all sources other than the FY 2012 TIGER Discretionary Grant Program, which may include other Federal funds, state funds, local funds, or other contributed funds ). The FRA will reimburse the Grantee upon request for all valid expenses (FY 2012 TIGER Discretionary Grant Program share of Project costs), upon FRA's acceptance of such documentation. All reimbursement requests to the Government shall be supported by sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.
- d) The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
- e) 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.
- f) Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- g) 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 or Part 19, as applicable. The Grantee's failure to comply with these requirements may result in Agreement termination.

h) **Allowability of 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.

## **SECTION 6. RESPONSIBILITY AND AUTHORITY OF THE GRANTEE**

a) **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.

b) **Funds Availability.** The Grantee affirms that it has sufficient funds available for that portion of the Project costs that are not to be paid by the Government. The 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.

c) **Preserving Rights and Powers.** The 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.

d) **Accounting System, Audit and Record Keeping Requirements.**

1. 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).

2. 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.

e) Minimum Wage Rates. The Grantee 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.

f) Foreign Market Restrictions. The Grantee 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.

h) Relocation and Real Property Acquisition. (1) The Grantee 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) The Grantee 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) The Grantee 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.

## **SECTION 7. LABOR REQUIREMENTS**

a) The Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. 112-055, Nov. 18, 2011), regarding National Infrastructure Investments (the "Act") (referred to as "FY 2012 TIGER Discretionary Grants" or "TIGER 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.

b) 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).

c) 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).

d) 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.

## **SECTION 8. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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/execomp.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 C.F.R. 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 C.F.R. 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 C.F.R. 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.

#### **SECTION 9. SINGLE AUDIT INFORMATION FOR RECIPIENTS OF TIGER DISCRETIONARY GRANT FUNDS**

- a) 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 Discretionary Grant funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

b) 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 "FY 2012 TIGER -" 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.

## **SECTION 10. REPORTING**

Subject to the Paperwork Reduction Act, and consistent with the purposes of the FY 2012 TIGER Discretionary Grant Program, the Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. The 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.

a) Project Outcomes and Performance Measurement Reports. The Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment 4, and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment 4. Furthermore, the Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government. The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment 4. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. The Grantee shall submit the report to the Government before initiating work under this Agreement. The Grantee shall represent that the data in the Pre-project Report is current as of the date it is issued. The 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 4 following Project completion. The 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 4. The 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. The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. The Grantee shall submit the Project Outcomes Report to the Government within 3 months of the end date of performance under this Agreement, which includes an *ex post* examination of Project effectiveness in relation to the Pre-project Report baselines. The Grantee shall represent that the data in the Project Outcomes Report is current as of the date it is issued. The Grantee shall submit each report via email to each of the Government contacts identified in section 4(b) of this Attachment 1 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 Grant Number and provide the number of the Performance Measures report submitted.

b) Project Progress and Monitoring Reports. Consistent with the purposes of the FY 2012 TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports (January 1, April 1, July 1, October 1), and the Federal Financial Report (SF-425), as set forth in Section 14(h): to the Government on a quarterly basis, on the 30<sup>th</sup> of the month following the quarter being reported, until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded. The Grantee shall submit all required reports and documents to the FRA contact person identified in Attachment 1, section 4(b), referencing the Agreement number, and through GrantSolutions in the case of the Federal Financial Report (SF-425).

c) 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 Project Budget, Attachment 3, 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 non-TIGER Discretionary Grant sources of funding to cover the Project budget shortfall or supporting documentation of committed non-TIGER Discretionary Grant funds to cover the cost increase.

d) 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 Financial Status Report (SF-425), a certification or summary of Project expenses, and third-party audit reports.

## **SECTION 11. SPECIAL GRANT REQUIREMENTS**

a) Except as otherwise provided herein, the Grantee shall ensure the maintenance of Project property to the level of utility (including applicable FRA track safety standards) which exists when the Project improvements are placed in service (as set forth in the Statement of Work (Attachment 2) for a period of twenty (20) years from the date such Project property was placed in service. In the event the Grantee fails to maintain project property as required by this section for a period of time in excess of six (6) months, the Grantee will refund to the Government a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such original default.

b) The Grantee acknowledges that the purpose of the Project is to benefit railroad transportation. In the event that all intercity passenger rail service making use of the Project property is discontinued (for any reason) at any time during a period of twenty (20) years from the date such Project property was placed in service, as set forth above, and if such intercity passenger rail service is not reintroduced during a one (1) year period following the date of such discontinuance, the Grantee shall refund to the Government, no later than eighteen (18) months following the date of such discontinuance, a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such discontinuance.

## **SECTION 12. ASSURANCES AND CERTIFICATIONS**

The Grantee will ensure compliance with the standard FY 2012 TIGER grant program assurances and certifications, attached hereto as Attachment 5 and made a part hereof.

## **SECTION 13. TERMINATION, EXPIRATION, AND MODIFICATION**

a) 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 with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

- 1) The Grantee fails to obtain or provide any non-FY 2012 TIGER Discretionary Grant Program contribution or alternatives approved by the Government, in accordance with section 4(d) of Attachment 1 of this Agreement;
- 2) The Grantee fails to begin construction before November 2013;
- 3) The Grantee fails to begin expenditure of Grant funds by September 2014;
- 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, after giving the Grantee a reasonable opportunity to cure such failure;
- 5) The Government determines that the public objectives of the Project cannot be accomplished.

b) Funds made available under this Agreement are required to be obligated by the Government on or before September 30, 2013. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2018, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.

c) 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. Changes to Attachments 3 and 4 (Estimated Project Schedule and Approved Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in sections 4(c)(4) and (5) and 4(d)(3) of Attachment 1 of this Agreement, and the change has been consented to by the Government in writing consistent with the requirements of the administering Operating Administration (including by e-mail).

#### **SECTION 14. QUARTERLY PROGRESS REPORTING REQUIREMENTS—FORMAT AND CONTENT**

- a) The purpose of the calendar quarterly progress reports under the Agreement for the TIGER 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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 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 any applicable 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 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 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-425).** The Federal Financial Report (SF-425) (available at [http://www.whitehouse.gov/sites/default/files/omb/assets/grants\\_forms/SF-425.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf)) is a financial reporting form used throughout the Federal Government Grant system. The Grantee shall submit the Federal Financial Report (SF-425) on a quarterly basis throughout the lifecycle of the grant. Reports are due 30 days from the close of the calendar quarter and should be

submitted online through GrantSolutions. Reports should be submitted in accordance with the form's instructions, requiring reporting of all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income. The final SF-425 is due within 90 days after the end of the award period, but may be submitted as soon as all outstanding expenditures have been completed.

**(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.

## ATTACHMENT 2

### STATEMENT OF WORK Sacramento Valley Station – Phase 2 Intermodal

#### 1. PROJECT ABSTRACT

The Sacramento Intermodal Phase 2 – Sacramento Valley Station (SVS) project (“the Project”) will create a state-of-the-art functional transportation facility. The Project will enable the Station to become a convenient, welcoming, efficient multimodal terminal and serve increased passengers and activities. The restored Station, located in the center of the region, will spark ridership and spur adjacent transit-oriented development. As a result of the Project, this nationally-listed historic Station will be well-equipped and well-positioned for its second century of operation. Ridership is projected to increase approximately 6 percent over baseline levels; transportation modes serving the Station will expand and connect more efficiently. Over 26,000 square feet of transit-oriented development at the site will create approximately 60 long term jobs.

Through this Cooperative Agreement (Agreement), the City of Sacramento (Grantee) will construct the amenities and conveniences for passengers as described in Section 5 below that make it easier to use transit; augment mobility and modal opportunities; reduce life-cycle costs; and, extend the life of this unique real estate asset. By opening up long-closed areas and reconnecting spaces, new development and long-term jobs can be created, which will result in increased ridership. Incorporating bicycle facilities with secure parking and services will benefit current and new riders and the environment.

#### 2. BACKGROUND

The Project constitutes the second phase of the Sacramento Intermodal Transportation Facility (SITF), which is planned in three independent phases. The Phase 1 of the SITF, known as Track Relocation, involved the realignment and straightening of over 3300 linear feet of tracks north of the existing Station. The Track Relocation resulted in 2 new mainline tracks, 4 station tracks, with equipment; passenger platforms, walkways, plazas and 3 tunnels for passengers, rail services and pedestrians and bicyclists; site remediation; and, utilities/services. Two Federal Railroad Administration (FRA) grants partially funded this \$70 million Phase 1 construction project. A \$6.2 million High-Speed Intercity Passenger Rail (HSIPR) grant contributed to track and rail construction costs, while a \$2.092 million Rail Relocation grant supplied funds for 2 crossovers and 5 turnouts at the passenger platforms. Although construction is still ongoing, the new track and platforms became operational in August 2012, and the Phase 1 is anticipated to be complete by early 2013.

Phase 2 is focused on the rehabilitation of the SVS. Since first opening in 1926, the SVS has served as the rail hub of the region. Today, the station maintains its regional and economic importance and is the seventh busiest passenger rail station in the nation serving 42 trains and 4,700 passengers daily. To maximize its transportation role and better leverage its location,

opportunities and functions, the station requires upgrades and expansion to fully become the heart of a 21<sup>st</sup> Century urban transit center. At present, its facilities are in poor condition and require extensive repair and reallocation of building functions for modern efficiency. Most of the building systems have outlived their useful life and many interior spaces do not meet modern building codes and cannot be occupied. Many architectural features are damaged and need to be restored or rehabilitated. The allocation of space and services are insufficient for current operations and lack efficient pedestrian connections to adjacent areas, such as downtown Sacramento.

Currently, Sacramento's multimodal service includes heavy rail (Amtrak's California Zephyr and Coast Starlight and Capitol Corridor and San Joaquin Intercity Services); Sacramento Regional Transit (RT) light rail and buses; intercity buses, taxis and bicycles; and park and ride facilities. The SVS site is also located along the alignment of the (through-routed) Union Pacific Railroad (UPRR) freight lines.

The proposed Phase 2 renovations, coupled with transit facilities improvements (Phase 1), will serve Sacramento and its ridership well for the foreseeable future. However, with statewide ridership and system expansion projections of continued growth, the City is anticipating a response to the additional capacity needs above what the SVS will be able to accommodate. Phase 3 of the SITF will create additional building space and function to service future needs.

### **3. PROJECT OBJECTIVES**

To complete the Project, the Grantee will rehabilitate the historic 1926 Station. The work will consist of both interior and exterior improvements including:

- reconfiguration of spaces to improve passenger flow, functional efficiencies and space usage;
- new bicycle services facility to accommodate 100 new bikes;
- new plaza facility to accommodate dining areas and cafes for passenger convenience;
- installation of modern, building systems for heating, cooling, plumbing, electrical, lighting, way-finding and communications;
- repair of deteriorated elements; and
- Restoration and rehabilitation of historic architectural features.
- Architectural lighting to showcase the building's nighttime civic beauty

Consistent with the Programmatic Agreement executed in 2009, the work will be performed in accordance with the US Secretary of Interior's Standards for Rehabilitation since the building is listed on the National Register of Historic Places, California Register of Historical Resources and Sacramento Register of Historic and Cultural Resources.

### **4. PROJECT BENEFITS**

The Project will provide immediate, long-lasting transportation benefits for existing passengers and operators. The Project will focus on work to make the Station more convenient and usable

for passengers; more functional and efficient for operators; more hospitable, and open to passengers; more attractive and enriching as a public space; and more sustainable and safe. By increasing the building's usable lease area, rents received will provide means to maintain the transportation facility.

Renovating the SVS will enhance it as a transportation hub with additional transportation related services; it will provide new office space, retail space, and community gathering space in the heart of Downtown to support commercial activities of private businesses and the activities of local, State and Federal agencies. More than 20,000 square feet of new leasable office, retail, transportation and food services space will be available once the rehabilitation is complete.

The addition of bicycle facilities incorporating 100 bicycle parking spaces, with potential for rental, repair, and retail services will expand transportation facilities and amenities in the Depot, increasing use of bicycles to and from the SVS. The lack of secure, safe bicycle parking is a major impediment to bicycling and has led to a disproportionate number of SVS bicyclists using on-train storage. The bicycle facilities will benefit current SVS bicyclists and encourage existing auto users to shift to bicycling.

## **5. SCOPE OF ACTIVITIES**

### **A. Geographical and Physical Boundaries**

The Project boundaries are the physical building footprint of the SVS along with area of the perimeter walkway and parking requiring upgrades to meet accessibility requirements. The Project also includes a small area on the station's north side that has been identified for a new plaza area for dining and seating (see description above). There may also be some geothermal investigations on the property related to the utility upgrades that are part of the Project.

### **B. Environmental Determination**

The federal environmental review for the Project is complete. It was conducted as part of the SITF Environmental Assessment where the Federal Highway Administration (FHWA) was the lead agency. FHWA and FRA, in 2009 and 2010 respectively, issued Findings of No Significant Impact (FONSIs) covering the Project. The California Department of Transportation (Caltrans), City of Sacramento, and the Federal Transit Administration (FTA) also cooperated on the environmental clearance of the Project.

A Programmatic Agreement among the cooperating agencies and the California State Historic Preservation Office was executed in 2009, for compliance with Section 106 of the National Historic Preservation Act, for the SITF. The City of Sacramento adopted a Master Certificate of Compliance for rehabilitation projects at the Depot to approve work done in compliance with the US Secretary of the Interior's Standards for Rehabilitation. This has applicability for the majority of the scope of the Project, especially work that brings the building up to current standards and rehabilitation of historic features.

The Environmental Assessment, Programmatic Agreement and FONSIs are available at:

[http://www.cityofsacramento.org/transportation/engineering/railyards/downloads/TIGER/FHWA\\_Final\\_EA\\_Signed\\_FONSI.pdf](http://www.cityofsacramento.org/transportation/engineering/railyards/downloads/TIGER/FHWA_Final_EA_Signed_FONSI.pdf)

[http://www.cityofsacramento.org/transportation/engineering/railyards/downloads/TIGER/FRA\\_FONSI\\_Sacramento\\_Intermodal\\_Signed.pdf](http://www.cityofsacramento.org/transportation/engineering/railyards/downloads/TIGER/FRA_FONSI_Sacramento_Intermodal_Signed.pdf)

<http://www.cityofsacramento.org/dsd/planning/environmental-review/eirs/documents/SacIntermode-Transportation.pdf>

Environmental review pursuant to the California Environmental Quality Act (CEQA) is complete. The Project is included within the City's Railyards Specific Plan area. On December 11, 2007, the Sacramento City Council approved the Railyards Specific Plan, certified the Environmental Impact Report (EIR) (SCH#2006032058) for the plan and adopted the mitigation monitoring plan (MMP). The Project activities covered under this Agreement are analyzed in the EIR. The MMP that will be carried out during Project construction includes required best management practices and other measures to minimize environmental effects.

### **C. Description of Work (add Subtasks if required)**

Work for the Project is broken into three major tasks, described below, which will be further defined as the Grantee progresses the Project planning and design. All pre-construction activities will be completed by late-2013. Prior to the start of construction and consistent with the deliverable schedule included in the table below, the Grantee will provide updated schedule, budget, and Project design. Relevant construction permits or approvals from resource agencies will be obtained prior to the start of construction and made available to FRA upon request.

#### **Task 1.1 Pre-Construction Investigations**

The Grantee shall implement pre-Construction investigations which consist of the drilling of test bore(s) for a potential Geothermal well field to provide a source of heating and cooling for the SVS and may include additional activities identified through the Design and Cost estimate process. This Task only covers the drilling operation not any subsequent analysis for system design that will be completed with other funding sources. This investigation may or may not precede Task 1.2, depending on availability of drilling resources; however, it is preferred to have a determination of the testing at the earliest possible date. Any required analysis for system design from the well data will be carried by other funding sources.

#### **Task 1.2: Contractor Design Assist Contract**

The Grantee shall implement pre-Construction interface with a qualified general contractor. It is essential to coordinate historic elements and conservation needs along with the pre-planned sequencing of construction work to be coordinated with Amtrak operations and minimize impacts to passengers. The City of Sacramento will begin a qualification and selection process. FRA may choose to be involved consistent with 49 CFR 18.36(g)(3)(i).

#### **Task 1.3: Construction Start & Demolition**

The Grantee shall implement the site mobilization phase for construction site facilities and major demolition of areas of building for rehabilitation work and related activities. Building Permits will be obtained under this task (available to FRA upon request).

#### **Task 2.a: Exterior Repair & Rehabilitation**

The Grantee shall undertake all exterior repair and rehabilitation activities which include all exterior repairs of exterior façade elements, window rehabilitation, site work and underground utility work and related activities. Exterior repair may include repairing terra cotta, plaster, brick and concrete facades; the addition of patio plaza at north entry; replacing parking pay equipment; fix ground settlement problems; extending water mains; adding a fire hydrant; repairing roof drainage; fixing pile caps; modifying the existing passenger tunnel and glazed enclosure; and installing information and way-finding signage. Energy savings measures may include repairing glaze and restoration of fenestration (windows, doors and fixed glazing); and the addition of insulation.

#### **Task 2.b: Interior Repair & Rehabilitation**

The Grantee shall undertake all interior repair and rehabilitation activities which includes all interior work for new mechanical, electrical and plumbing systems, interior space build out, conveyance systems, Amtrak facilities and systems, mural and plaster restoration, interior finishes and hardware and related work. These improvements may include provision of heating, ventilation and air conditioning (HVAC), natural gas, mechanical, communications, lighting, and electrical systems; installation of elevators and restrooms; removal of hazardous materials; addition of security infrastructure; improvements to common areas; infrastructure for a bicycle center; modification of existing baggage ramp; provision of improved spaces to house additional and/or relocated transportation services, retail, eating establishments, offices and other future tenants; and provision of a space for community events and meetings. Historic rehabilitation improvements may include re-establishing uses and openings consistent with original locations, intent and current functions; removal of non-conforming work; investigation of historic materials, mural, paint and finishes for refurbishment; restoration of features in Waiting Room including original windows, sconces and chandeliers, travertine/marble flooring, wall finishes, benches and historic mural; and rehabilitation of other historic character-defining features.

#### **Task 3.0: Project Closeout**

The Grantee shall undertake all Project closeout activities including all building commissioning, including LEED commissioning, testing, warranties, maintenance and final documentation and final punch list and occupancy permit closure and related activities.

#### **D. Deliverables**

The following deliverables will be provided to FRA for acceptance.

| # | Deliverable Name                  | Related Task                           | Estimated Completion Date |
|---|-----------------------------------|--|---------------------------|
| 1 | 30% Design & Cost Estimate        | Prior to Task 1                        | 2/28/13                   |
| 2 | 60% Design & Cost Estimate        | Prior to Task 1                        | 4/4/13                    |
| 3 | 90% Design & Cost Estimate        | Prior to Task 1                        | 5/17/13                   |
| 4 | 100% Design & Cost Estimate       | Prior to Task 1                        | 6/20/13                   |
| 5 | Updated Project schedule & budget | At 30%, 60%, 90% and 100% deliverables | see dates above           |
| 6 | Record Set of Drawings            | At Construction Final                  | 6/20/13                   |

## 6. PROJECT SCHEDULE

### A. Period of Performance

The period of performance for the work described above shall be approximately 40 months, beginning 2/15/13 and ending 11/30/2016.

### B. Schedule of Work

| #   | Task Name   | Estimated Start Date  | Estimated End Date    |
|-----|---|-----------------------|-----------------------|
| 1.1 | <b>2nd Quarter FY2013: Pre-Construction Test Bore for Geothermal System</b> | <b>February 2013</b>  | <b>March 2013</b>     |
| 1.2 | <b>Contractor Design Assist - Award contract</b>                            | <b>February 2013</b>  | <b>March 2013</b>     |
| 1.3 | <b>1st Quarter FY 2014: Construction Start &amp; Demolition</b>             | <b>September 2013</b> | <b>November 2013</b>  |
|     | Contract Award Notice to Proceed  | August 2013           | September 2013        |
|     | Insurance/Submittals/Schedule   | September 2013        | October 2013          |
|     | Mobilization  | September 2013        | October 2013          |
|     | Demolition  | September 2013        | November 2013         |
| 2A  | <b>1st Quarter FY 2014: Exterior Repair &amp; Rehabilitation</b>            | <b>September 2013</b> | <b>September 2014</b> |
|     | Replace Existing Waste Lines  | September 2013        | December 2013         |
|     | Replace Existing Water Lines  | September 2013        | December 2013         |
|     | Install Fire Hydrants   | May 2014              | June 2014             |
|     | Install Emergency Generator   | June 2014             | August 2014           |

| #         | Task Name   | Estimated Start Date | Estimated End Date   |
|-----------|---|----------------------|----------------------|
|           | Install East Elevator   | August 2013          | February 2014        |
|           | Repair Structural Pile Foundation                                       | December 2013        | January 2014         |
|           | Repair Building Facades   | April 2014           | September 2014       |
|           | Brick Repointing  | May 2014             | July 2014            |
|           | Historic Site & Monument Lighting                                       | June 2014            | August 2014          |
|           | Repair Windows  | April 2014           | November 2014        |
|           | Repair Main Entry Sidewalk  | April 2014           | July 2014            |
|           | Plaster Repair & Repainting   | June 2014            | July 2014            |
|           | Install Parking Ticket Dispensers                                       | July 2014            | August 2014          |
| <b>2B</b> | <b>2nd Quarter FY 2014: Interior Repair &amp; Rehabilitation</b>        | <b>December 2013</b> | <b>December 2015</b> |
|           | Install Network & Power Distribution                                    | December 2013        | March 2014           |
|           | AMTRAK Offices 2nd & 3rd Floors   | December 2013        | April 2014           |
|           | Build-out 2nd Floor Office Areas  | December 2013        | June 2014            |
|           | Restore Historic Restrooms and Hallways                                 | February 2014        | May 2014             |
|           | AMTRAK Data & Communication Review 1                                    | March 2014           | May 2014             |
|           | 2nd Floor AMTRAK Admin. & Crew Relocation                               | May 2014             | June 2014            |
|           | Remodel AMTRAK Crew Space to Retail                                     | June 2014            | August 2014          |
|           | New AMTRAK Ticket Office & Temp Baggage                                 | September 2014       | November 2014        |
|           | AMTRAK Data & Communication Review 2                                    | November 2014        | December 2014        |
|           | Relocate AMTRAK Ticket & Temp Baggage                                   | December 2014        | December 2014        |
|           | Remodel Existing Baggage Area   | December 2014        | January 2015         |
|           | AMTRAK Data & Communication Review 3                                    | January 2015         | February 2015        |
|           | Relocate AMTRAK Baggage   | February 2015        | February 2015        |
|           | Remodel Temporary Baggage to Retail                                     | February 2015        | April 2015           |
|           | Remodel Main Lobby  | April 2015           | July 2015            |
|           | Mural Restoration   | June 2015            | July 2015            |
|           | Infrastructure to accommodate Bicycle Rental, Café & Dining Patio North | July 2015            | November 2015        |

| #        | Task Name                                    | Estimated Start Date | Estimated End Date   |
|----------|--|----------------------|----------------------|
|          | Community Room                               | July 2015            | December 2015        |
| <b>3</b> | <b>2nd Quarter FY 2016: Project Closeout</b> | <b>December 2015</b> | <b>November 2016</b> |
|          | Commissioning                                | December 2015        | January 2016         |
|          | Punchlist                                    | January 2016         | February 2016        |
|          | "Warranties, O&M's"                          | January 2016         | February 2016        |
|          | As-Built Documentation                       | February 2016        | March 2016           |
|          | Occupancy Permit Closure                     | March 2016           | May 2016             |
|          | Draft Project Report                         | May 2016             | September 2016       |
|          | Final Project Report                         | September 2016       | November 2016        |

## 7. PROJECT COORDINATION

### Project Partners, Sub-Awardees, and/or Sub-Grantees

| Type             | Organization Name                               | Role/ Involvement  |
|------------------|---|--|
| Matching Funds   | Sacramento Transportation Authority (STA)       | STA administers County Measure A Sales Tax for transportation improvements which are providing local match funds of \$15 million. The executed STA/City of Sacramento Agreement for matching funds is available to FRA upon request. |
| Transit Operator | Amtrak  | Building Tenant, passenger rail service operator, and source of Performance Measure data. Not providing any Project funding.   |
| Transit Agency   | Capitol Corridor Joint Powers Authority (CCJPA) | Partner in bike facilities improvements, minor building tenant (potentially), and source of Performance Measure data. Not providing any Project funding.   |

## 8. PROJECT MANAGEMENT

If any Project management changes occur affecting the list of staff described below or the Project management process, the Grantee will provide FRA with an updated Project management plan and staff list.

### Internal Team Management Structure

1. Lead Agency – Office of the Director, Department of Public Works

2. Project Supervisor – Fran Halbakken, Office of the City Manager
3. Project Manager - Greg Taylor, AIA, LEED BD+C, Community Development Department
4. Project Architect – Dave Morgan, General Services Department
5. Additional Support Staff–
  - a. Bill Sinclair, Real Estate General Services;
  - b. Roberta Deering, Historic Preservation, Community Development;
  - c. Ron Yasui, Building PM for Railyards, Community Development
  - d. Hinda Chandler, Senior Architect, DPW coordination with Sacramento Intermodal Transportation Facility (SITF) in-progress work
  - e. Kevin Love, Construction Management, General Services
  - f. Pete Kroger, On-site supervision, General Services
  - g. Lucinda Wilcox, Project Funds
  - h. Jonathon Warren, Project Funds
  - i. Jerry Hicks, Attorney’s office
  - j. Gary Holm, DGS Operations/Maintenance
  - k. Flo Horton and Karen Shipley, Scheduling Assistance. Amber Delgado, Community Development Department (CDD) backup support
6. Depot Development Committee (DDC)– City Client Body for Program Development and Project Review
  - a. Greg Taylor, SVS-2 PM and DDC Chair
  - b. Fran Halbakken, City Manager’s (CM)Office
  - c. Bill Sinclair, Leasing, Real Estate
  - d. Roberta Deering, Historic Preservation
  - e. Hinda Chandler, SITF Coordination
  - f. Howard Chan/Matt Eierman, Parking Facilities
  - g. Gary Holm, Department of General Services, Operations/Maintenance
  - h. Brian Reilly, DGS Sustainability
  - i. James Christianson, Electrical

**Division of Responsibility**

Project Manager – Greg Taylor

- § Responsible for project scope, schedule, budget
- § Reviews and approves invoices, contracts
- § Executes contracts and approvals
- § Coordination with Consultant Project Manager.
- § Responsible for making project related decisions
- § Team coordination and oversees team meetings
- § Reports to Railyards Coordinator
- § Reports to Council
- § Prepares quarterly reports
- § Coordinates with TIGER Grant administrator
- § Meets monthly with accounting staff on budget
- § Primary contact for organizing, scheduling and conducting project meetings.
- § Responsible for coordination of facility user needs including Amtrak, Capitol Corridor Joint Powers Authority
- § Chairs DDC
- § Responsible for Project Communications – Public, Council, CM Office

#### Project Architect – Dave Morgan

- § Provides recommendations to Project Manager with supporting documentation for decision and implementation on technical issues.
- § Develops additional work scope contracts for review and approval by Project Manager for technical support work
- § Oversee LEED coordination with Commissioning Agent
- § Oversees consultant construction documentation and specifications and makes scheduled reports to Project Manager
- § Oversees Plan Review with CDD PM
- § Reviews Construction Documents with Project Manager
- § Reviews Bid Documents with Project Manager
- § Oversees construction level project management.

#### Additional Staff Support

- § Jose Ledesma, Contracts
- § Jerry Hicks, Contracts
- § Lucinda Wilcox & Jonathon Warren

- § Bill Sinclair – Primary need Program Phase and Schematic Design, continued support: Amtrak lease, DDC
- § Roberta Deering – All Phase review, DDC
- § Ron Yasui, CDD PM – minimal all phase until Design Development/Con Docs
  - Ed Short, Supervisor - Building Life/Safety
  - Jay Griffen, Life Safety Plan Check
  - Jeff Brooks, Plumbing, Mechanical
  - Mark Kolosky, Electrical
  - Tony Bertrand, Site Utilities
  - Eva Bravo, Development Engineering
  - Michael Bartley, Fire
- § Hinda Chandler – SIFT coordination and support all phases, DDC
- § Kevin Love, Construction Manager
- § Pete Kroger, Building Inspection DGS with agreement from CDD

## ATTACHMENT 3

### Project Budget

#### PROJECT BUDGET

The total estimated cost of the Project is \$30,000,000, for which this Agreement will contribute 50.0000% of the total cost, but no more than \$15,000,000. Any additional expense required beyond that provided in this grant to complete the Project shall be borne by the Grantee.

#### A. Cost Summary

| Project Cost by Task      |   |                     |                     |                     |
|---------------------------|---|---------------------|---------------------|---------------------|
| #                         | Task Name   | Federal Share       | Grantee Share       | Total Cost          |
| 1.0                       | FY 2013 3rd Quarter Start & Demolition                                  | \$600,000           | \$600,000           | \$1,200,000         |
| 1.1                       | FY2012 Pre Construction- Test Well                                      | \$9,500             | \$9,500             | \$19,000            |
| 1.2                       | Contractor Design Assist Fee with Cost estimating included              | \$49,500            | \$49,500            | \$99,000            |
| 2A                        | FY 2013 3rd Quarter Exterior Construction                               | \$1,196,362         | \$1,196,362         | \$2,392,724         |
| 2B                        | FY 2013 4th Quarter Interior Construction                               | \$10,690,265.50     | \$10,690,265.50     | \$21,380,531        |
| 3                         | FY 2015 4th Quarter Project Closeout and overall project support costs) | See Itemized 3a-3d  | See Itemized 3a-3d  | See Itemized 3a-3d  |
| 3a                        | Consultant Services during construction                                 | \$530,889.50        | \$530,889.50        | \$1,061,779         |
| 3b                        | Development and Building Fees   | \$242,500           | \$242,500           | \$485,000           |
| 3c                        | City Construction Management & Inspections                              | \$442,800           | \$442,800           | \$885,600           |
| 3d                        | Change Orders   | \$1,238,183         | \$1,238,183         | \$2,476,366         |
| <b>Total Project Cost</b> |   | <b>\$15,000,000</b> | <b>\$15,000,000</b> | <b>\$30,000,000</b> |

## B. Funding Sources

| Project Cost by Funding Source  |                             |                                  |
|---------------------------------|-----------------------------|----------------------------------|
| Funding Source                  | Project Contribution Amount | Percentage of Total Project Cost |
| <b>Federal Contribution</b>     | \$15,000,000                | 50.0000%                         |
| <b>Non-Federal Contribution</b> | \$15,000,000                | 50.0000%                         |
| <b>TOTAL</b>                    | <b>\$30,000,000</b>         | <b>100.0000%</b>                 |

### Funding Source Details:

The Grantee has secured non-Federal contributions through Measure 'A' Sacramento County Transportation Sales Tax (managed by Sacramento Transportation Authority (STA)). Bonds have been issued by STA and the City of Sacramento has executed an agreement for full funding (available to FRA upon request). Any change to this plan to secure the bond funds for contribution to the Project does not relieve the Grantee of its obligation to provide any non-Federal contribution under this Agreement.

**ATTACHMENT 4**

**Performance Measures**

| <b>Measure</b>  | <b>Description of measure</b>  | <b>Measurement Period</b>  | <b>Reporting Period</b>   |
|---|--|--|---|
| <b>Transit passenger counts</b>                                 | Transit passenger counts for a typical weekday (while schools are in session. Data, generated through survey, will be provided to the Grantee by Amtrak and Capitol Corridor JPA (CCPJA).  | Baseline Measurement:<br>Coinciding with CCJPA biannual survey (see below) all Passenger data from Amtrak will be biannual (Dec. Jan. and June/July)<br><br>Interim Performance Measures:<br><br>Biannually with Annualized average of two survey periods for a period of 3 years after the project opens for revenue operations | Baseline Measurement:<br>Report of combined Winter and Summer survey data by September 30, 2013.<br><br>Interim Performance Measures:<br>Report combined Winter and Summer survey data by the first September 30 <sup>th</sup> date following project completion in March 2016. |
| <b>Average monthly bike and/or pedestrian users at station.</b> | Capitol Corridor JPA (CCPJA) performs a Biannual Mode of Access Survey that determines the percentage split of access to each station.   | Baseline Measurement:<br>CCJPA Winter survey occurs Dec. 2012 through Jan. 2013 and the Summer survey June – July 2013<br><br>Interim Performance Measures:<br><br>Biannually with Annualized average of two survey periods for a period of 3 years after the project opens for revenue operations                               | Baseline Measurement:<br>Report of combined Winter and Summer survey data by September 30, 2013.<br><br>Interim Performance Measures:<br>Report combined Winter and Summer survey data by the first September 30 <sup>th</sup> date following project completion in March 2016. |
| <b>Facility Passenger Amenity Levels</b>                        | Grantee will survey passenger and amenities Amenities shall include passenger serving retail and food services. Services shall distinguish between fixed location and movable vendors such as carts or movable vending stalls. Survey components shall include the quantity, type, size and location relative to the main passenger flows and the reported revenue for each entity as reported to the City of Sacramento Revenue Division. | Baseline Measurement:<br>Report FY 2012 receipts<br><br>Interim Performance Measures:<br><br>Report Fiscal Year receipts annually for a period of 3 years beginning one year after the project opens for revenue operations  | Baseline Measurement<br>Report FY 2012 receipts by September 30, 2013.<br><br>Interim Performance Measures:<br>Report of Fiscal Year receipts by September 30, 2013, following project completion in March 2016.  |



ATTACHMENT 5

**TIGER 2012 GRANT**  
**ASSURANCES AND CERTIFICATIONS**

**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 2012 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 2012 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 2012 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).

#### **DISCLOSURE OF LOBBYING ACTIVITIES**

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER 2012 Discretionary Grant program, the Grantee hereby agrees 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.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE TIGER 2012 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 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 the commitments made in this certification.
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.

**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 2012 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 2012 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 2012 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.