



# Heart of Iowa Regional Transit Agency HIRTA Public Transit

Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties

## Agenda

**Zoom Meeting:** +1 312 626 6799 US (Chicago)

ID: 892 8108 5757 Password: 627357

Lisa Heddens, Board Chair, presiding

### **HIRTA DATE Board Meeting**

Thursday, **01/22/2026 at 9:00 a.m.**

1. HIRTA Board Meeting Call to order
2. Roll call of members
3. Approve Agenda
4. Public comment
5. Minutes
  - A. December, 2025
6. Financial report to receive and file
  - September and October Journal Entries 2025
  - November and December 2025
7. Action Items
  - A. ISU AWD-026186 Agreement Extension 3 (*Exhibit 1*)
    - Consider Approval of ISU AWD-026186 Extension 3
  - B. Acknowledge Investment CD Rollover (*Exhibit 2*)
    - Consider Approval to Acknowledge Investment CD Rollover
  - C. Acknowledge Vehicle Disposals (*Exhibit 3*)
    - Consider Approval to Acknowledge Vehicle Disposals in Exhibit 3
  - D. Health Connector Agreement Amendment 3 (*Exhibit 4*)
    - Consider Approval of Health Connector Agreement Amendment 3
8. Discussion / Informational Items
  - A.
9. Reports to the Board
  - A. CIRTPA – Regional Planning Agency Director: Andrew Collings / Alyssa Schaeffer
  - B. HIRTA – CEO: Julia Castillo

10. Next meeting: 02/26/2026

11. Motion to Adjourn

**CHAIR**  
**Lisa Heddens**  
*Story County*

**VICE CHAIR**  
**Diane Fitch**  
*Madison County*

**TREASURER**  
**Scott Longhorn**  
*Boone County*

**BOARD MEMBERS**  
**Kim Chapman**  
*Dallas County*

**Doug Cupples**  
*Jasper County*

**Steve McCombs**  
*Marion County*

**Brian Arnold**  
*Warren County*

**CHIEF EXECUTIVE OFFICER**  
**Julia Castillo**

**CHIEF OPERATING OFFICER**  
**Brooke Ramsey**

*The Heart of Iowa Regional Transit Agency (HIRTA) Board of Director meetings are open to all individuals regardless of disability. Any person requiring a reasonable accommodation to participate HIRTA at (515) 309-9283 at least two business days prior to the Meeting.*

**Meeting Minutes**  
**Heart of Iowa Regional Transit Agency**

**December 4, 2025**

1. **Call to Order:** Chair, Lisa Heddens, called meeting to order at 9:05AM
2. **Roll Call:**  
**Present:** Lisa Heddens, Diane Fitch, Kim Chapman, Steve McCombs, Scott Longhorn  
**Employees:** Julia Castillo, Chief Executive Officer; Brooke Ramsey, Chief Operations Officer  
**Others:** Andrew Collings, CIRTPA Director  
**Absent:** Doug Cupples, Brian Arnold
3. **Public Comment:** None
4. **Public Hearing:**  
**A. Public Hearing for HIRTA Facility Title VI Equity Analysis:**  
**Public Comment:** None. Motion by Steve McCombs to approve Facility Draft Equity Analysis, seconded by Diane Fitch. Motion unanimously carried.
5. **Heart of Transit Annual Meeting:** Called to order at 9:07AM. Motion by Steve McCombs to Receive and File 2025 Annual Financial Report, seconded by Diane Fitch. Motion unanimously carried. Motion by Scott Longhorn to adjourn at 9:11AM, seconded by Steve McCombs. Motion unanimously carried.
6. **Minutes:** Motion by Diane Fitch to approve September 25, 2025, minutes, seconded by Steve McCombs. Motion unanimously carried.
7. **Financial Report:** Motion by Steve McCombs to receive and file September 2025 and October 2025 financial reports, seconded by Diane Fitch. Motion unanimously carried.
8. **Action Items:**  
  
A. Motion by Scott Longhorn to approve Indianola Lease Agreement, seconded by Diane Fitch. Motion unanimously carried.  
  
B. Motion by Scott Longhorn to approve Employee Handbook Policy Revisions: Tobacco; Meals; FMLA; PTO; and Floating Holidays, seconded by Diane Fitch. Motion unanimously carried.

C. Motion by Steve McCombs to approve Cyber Security Plan, seconded by Diane Fitch. Motion unanimously carried.

D. Motion by Steve McCombs to approve MPO Resolution and Representatives for 2026, seconded by Diane Fitch. Motion unanimously carried.

**9. Discussion / Information Items:** None

**10. Reports to the Board:**

A. CIRTPA – Regional Planning Agency Director, Andrew Collings

B. HIRTA – Chief Executive Officer, Julia Castillo

**11. Other Business:**

**12. Next Meeting:** 01/22/2026

**13. Adjournment:** Motion by Diane Fitch to adjourn at 9:34AM, seconded by Steve McCombs. Motion unanimously carried.

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**Chair**

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**Date**

9:30 AM

12/19/25

Accrual Basis

# HIRTA Public Transit Journal Entry Report September 2025

Type	Date	Num	Memo	Account
Sep 25				
General Journal	09/03/2025	DONATION	ARDELLA UNTRAUER VIA DONATION	30301 · Passenger R...
General Journal	09/03/2025	DONATION	ARDELLA UNTRAUER VIA DONATION	30302 · Passenger D...
General Journal	09/04/2025	DONATION	STAN LASS VIA DONATION	30301 · Passenger R...
General Journal	09/04/2025	DONATION	STAN LASS VIA DONATION	30302 · Passenger D...
General Journal	09/04/2025	DONATION	JEAN TWINGWALD VIA DONATION	30301 · Passenger R...
General Journal	09/04/2025	DONATION	JEAN TWINGWALD VIA DONATION	30302 · Passenger D...
Sep 25				

HIRTA Public Transit  
Journal Entry Report  
September 2025

Amount	Balance
4.00	4.00
-4.00	0.00
3.00	3.00
-3.00	0.00
5.00	5.00
-5.00	0.00
0.00	0.00

9:30 AM

12/19/25

Accrual Basis

**HIRTA Public Transit**  
**Journal Entry Report**  
**October 2025**

	Type	Date	Num	Memo	Account
Oct 25					
	General Journal	10/03/2025	DONATION	BARB ANDERSON VIA DONATION	30301 · Passenger R...
	General Journal	10/03/2025	DONATION	BARB ANDERSON VIA DONATION	30302 · Passenger D...
	General Journal	10/16/2025	DONATION	ED ADAMSKI VIA DONATION	30301 · Passenger R...
	General Journal	10/16/2025	DONATION	ED ADAMSKI VIA DONATION	30302 · Passenger D...
	General Journal	10/27/2025	DONATION	RODNEY SWENSON VIA DONATION	30301 · Passenger R...
	General Journal	10/27/2025	DONATION	RODNEY SWENSON VIA DONATION	30302 · Passenger D...
Oct 25					

HIRTA Public Transit  
Journal Entry Report  
October 2025

Amount	Balance
3.00	3.00
-3.00	0.00
5.00	5.00
-5.00	0.00
20.00	20.00
-20.00	0.00
0.00	0.00

# HIRTA Public Transit A/P Aging Summary As of December 31, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1 It Source	1,648.00	0.00	0.00	0.00	0.00	1,648.00
Barney's Services Inc	103.70	0.00	0.00	0.00	0.00	103.70
Bluefin	139.50	0.00	0.00	0.00	0.00	139.50
Braintree Funding	577.51	0.00	0.00	0.00	0.00	577.51
Casey's Businesss Advantage	15,714.55	-16,736.04	0.00	0.00	0.00	-1,021.49
Central Tire & Auto	23.00	0.00	0.00	0.00	0.00	23.00
CenturyLink	0.00	1,042.56	0.00	0.00	0.00	1,042.56
Community Transportation Assoc.	1,800.00	0.00	0.00	0.00	0.00	1,800.00
Dutch Clean Auto Wash	12.92	0.00	0.00	0.00	0.00	12.92
Flexlynqs LLC	17,869.35	0.00	0.00	0.00	0.00	17,869.35
Freedom Tire & Auto Center	0.00	0.00	0.00	0.00	-480.00	-480.00
Iowa State Univiersity Science & Tech	13,016.72	0.00	0.00	0.00	0.00	13,016.72
Jan Becker	137.20	0.00	0.00	0.00	0.00	137.20
Krisi Kranz	104.08	0.00	0.00	0.00	0.00	104.08
Language Link	63.26	0.00	0.00	0.00	0.00	63.26
Linda Akwa	48.00	0.00	0.00	0.00	0.00	48.00
McFarland Clinic	44.00	0.00	0.00	0.00	0.00	44.00
Merchant Service	165.62	0.00	0.00	0.00	0.00	165.62
Mid American Energy	379.35	0.00	0.00	0.00	0.00	379.35
Moffitt's	20,923.55	0.00	0.00	0.00	0.00	20,923.55
Napa Auto Parts - Des Moines COJ	83.85	0.00	0.00	0.00	0.00	83.85
NEORide	6,012.50	0.00	25,275.72	0.00	0.00	31,288.22
Newton Classic Car Wash	52.96	0.00	0.00	0.00	0.00	52.96
Ruth Altman	82.88	0.00	0.00	0.00	0.00	82.88
Thomas Bus Sales	0.00	0.00	0.00	0.00	-33.56	-33.56
Time Management Systems, Inc.	190.85	0.00	0.00	0.00	0.00	190.85
WEX Bank	335.00	0.00	0.00	0.00	0.00	335.00
Wild Water Car Wash & Pet Wash	347.25	0.00	0.00	0.00	0.00	347.25
<b>TOTAL</b>	<b>79,875.60</b>	<b>-15,693.48</b>	<b>25,275.72</b>	<b>0.00</b>	<b>-513.56</b>	<b>88,944.28</b>



# HIRTA Public Transit A/R Aging Summary As of November 30, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Access2Care-MTM	15,966.00	15,939.50	0.00	301.00	0.00	32,206.50
Accura of Knoxville	192.00	0.00	0.00	0.00	0.00	192.00
Accura of Newton - East	732.00	840.00	0.00	0.00	0.00	1,572.00
Accura Riverside North	162.00	0.00	0.00	0.00	0.00	162.00
Aging Resources of Central Iowa	35,729.00	0.00	0.00	0.00	0.00	35,729.00
Americorp	9,620.84	0.00	0.00	0.00	0.00	9,620.84
Behavioral Health & Disability Service	1,969.90	0.00	0.00	0.00	0.00	1,969.90
Boone - Westhaven	63.00	27.00	0.00	0.00	0.00	90.00
Boone County Auditor.	3,750.00	0.00	0.00	0.00	0.00	3,750.00
City of Ames - ASSET	8,226.50	0.00	0.00	0.00	0.00	8,226.50
City of Grimes	2,979.00	3,500.13	0.00	0.00	0.00	6,479.13
City Of Norwalk	0.00	-1,333.34	0.00	0.00	0.00	-1,333.34
City of Pella, IA	0.00	0.00	-1,803.34	0.00	0.00	-1,803.34
City Of Winterset	0.00	-833.33	0.00	0.00	0.00	-833.33
CyRide/DAR	22,466.04	0.00	0.00	0.00	0.00	22,466.04
Dallas County	0.00	0.00	-4,229.16	0.00	0.00	-4,229.16
Fieldprint Equipment Corp	797.50	0.00	0.00	0.00	0.00	797.50
HIPP (IME)	468.00	0.00	0.00	0.00	0.00	468.00
Iowa DOT	2,000.00	0.00	0.00	0.00	1,938.71	3,938.71
IOWA DOT - FTA/STA	44,228.00	44,228.00	0.00	0.00	170,000.00	258,456.00
IOWA DOT - FUEL TAX	1,948.39	0.00	1,948.39	0.00	0.00	3,896.78
Jasper - Newton Health Care Center LLC	350.00	350.00	0.00	0.00	0.00	700.00
Madison County Auditor	0.00	0.00	-1,416.66	0.00	0.00	-1,416.66
Marion - West Ridge Nursing Home	102.00	0.00	0.00	0.00	0.00	102.00
Pamela Peterson	0.00	0.00	0.00	0.00	45.00	45.00
Story County Asset	10,719.00	10,719.00	0.00	10,719.00	0.00	32,157.00
USDOT	34,776.72	0.00	0.00	0.00	0.00	34,776.72
Warren - Park & Recreation	0.00	37.50	0.00	0.00	0.00	37.50
Warren Co	0.00	-3,970.00	0.00	0.00	0.00	-3,970.00
<b>TOTAL</b>	<b>197,245.89</b>	<b>69,504.46</b>	<b>-5,500.77</b>	<b>11,020.00</b>	<b>171,983.71</b>	<b>444,253.29</b>

**HIRTA Public Transit**  
**Balance Sheet**  
As of December 31, 2025

	Dec 31, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10100 · Heart of Iowa Regional Transit	325,202.38
10200 · Petty Cash	50.00
<b>10300 · Certificate of Deposit</b>	
10301 · CD - ICS	22,809.49
10302 · CD - ARS	1,140,766.41
10303 · CD - UBI	506,361.95
<b>Total 10300 · Certificate of Deposit</b>	<b>1,669,937.85</b>
<b>Total Checking/Savings</b>	<b>1,995,190.23</b>
<b>Accounts Receivable</b>	
11000 · QB - Accounts Receivable	585,481.02
<b>Total Accounts Receivable</b>	<b>585,481.02</b>
<b>Total Current Assets</b>	<b>2,580,671.25</b>
<b>Fixed Assets</b>	
12000 · Radios and Equipment	40,471.82
12100 · Vehicles and Equipment	4,683,604.50
12200 · Accumulated Depreciation	-3,083,129.76
<b>Total Fixed Assets</b>	<b>1,640,946.56</b>
<b>Other Assets</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>4,221,617.81</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	88,944.28
<b>Total Accounts Payable</b>	<b>88,944.28</b>
<b>Credit Cards</b>	<b>-33,363.65</b>
<b>Other Current Liabilities</b>	<b>58,800.55</b>
<b>Total Current Liabilities</b>	<b>114,381.18</b>
<b>Total Liabilities</b>	<b>114,381.18</b>
<b>Equity</b>	<b>4,107,236.63</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,221,617.81</b>

**HIRTA Public Transit**  
**Profit & Loss Budget vs. Actual**  
**October 2025**

	Oct 25	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
30100 · FTA	44,228.00	187,819.76	-143,591.76	23.5%
30200 · STA Grant	36,222.36	33,931.00	2,291.36	106.8%
30300 · Passenger Revenue				
30301 · Passenger Revenue	22,949.54	22,916.67	32.87	100.1%
30302 · Passenger Donations	28.00			
30305 · Knoxville Raceway	0.00	0.00	0.00	0.0%
<b>Total 30300 · Passenger Revenue</b>	<b>22,977.54</b>	<b>22,916.67</b>	<b>60.87</b>	<b>100.3%</b>
30400 · Contract Revenue				
30401 · Access2Care	15,966.00	15,666.67	299.33	101.9%
30402 · Federal 3B	19,575.13	18,565.00	1,010.13	105.4%
30404 · CICS	3,191.02	1,250.00	1,941.02	255.3%
30405 · Accura	1,110.00			
30406 · Waiver	909.00	2,333.33	-1,424.33	39.0%
30413 · Story Asset	10,719.00	10,666.67	52.33	100.5%
30414 · City Of Ames ASSET	4,113.25	4,113.25	0.00	100.0%
30415 · Dial A Ride	24,858.74	26,750.00	-1,891.26	92.9%
30416 · United Way Of Story County	729.17	729.17	0.00	100.0%
30418 · ITS4US	39,223.79	42,490.00	-3,266.21	92.3%
<b>Total 30400 · Contract Revenue</b>	<b>120,395.10</b>	<b>122,564.09</b>	<b>-2,168.99</b>	<b>98.2%</b>
30600 · Fuel Tax Refund	1,948.39	2,500.00	-551.61	77.9%
30700 · Vehicle Capital Purchase				
30701 · Vehicle Capital	0.00	33,333.33	-33,333.33	0.0%
30702 · Make Ready	0.00	1,083.33	-1,083.33	0.0%
30703 · Capital Grant Funds	0.00	0.00	0.00	0.0%
<b>Total 30700 · Vehicle Capital Purchase</b>	<b>0.00</b>	<b>34,416.66</b>	<b>-34,416.66</b>	<b>0.0%</b>
30900 · Vehicle Revenue				
30903 · Salvaged Vehicle Revenue	0.00	250.00	-250.00	0.0%
30904 · Insurance Settlement - Vehicles	988.75	833.33	155.42	118.7%
<b>Total 30900 · Vehicle Revenue</b>	<b>988.75</b>	<b>1,083.33</b>	<b>-94.58</b>	<b>91.3%</b>
31100 · Fellowship and Training Income				
31102 · Fellowship Reimbursements RTAP	6,354.00	3,750.00	2,604.00	169.4%
<b>Total 31100 · Fellowship and Training Income</b>	<b>6,354.00</b>	<b>3,750.00</b>	<b>2,604.00</b>	<b>169.4%</b>
31300 · Grant Income				
31301 · Grant - revenue	0.00	833.33	-833.33	0.0%
31305 · United Way Of Boone County	2,000.00	500.00	1,500.00	400.0%
31306 · United Way Of Central Iowa	5,000.00	1,666.67	3,333.33	300.0%
31307 · Flex Connect-Mobility	0.00	0.00	0.00	0.0%
<b>Total 31300 · Grant Income</b>	<b>7,000.00</b>	<b>3,000.00</b>	<b>4,000.00</b>	<b>233.3%</b>
31400 · NSF Items				
31410 · Returned Check	0.00	4.17	-4.17	0.0%
31420 · Returned Check Fee	0.00	3.33	-3.33	0.0%
<b>Total 31400 · NSF Items</b>	<b>0.00</b>	<b>7.50</b>	<b>-7.50</b>	<b>0.0%</b>
31500 · Interest				
31503 · Finance Charge - ICS	33.77	750.00	-716.23	4.5%
31504 · Finance Charge - CDARS	0.00	6,250.00	-6,250.00	0.0%
31505 · Finance Charge - UBI	1,174.51			
31500 · Interest - Other	932.90	1,666.67	-733.77	56.0%
<b>Total 31500 · Interest</b>	<b>2,141.18</b>	<b>8,666.67</b>	<b>-6,525.49</b>	<b>24.7%</b>

# HIRT Public Transit

## Profit & Loss Budget vs. Actual

### October 2025

	Oct 25	Budget	\$ Over Budget	% of Budget
<b>31600 · Local Taxes</b>				
31601 · Donations	0.00	16.67	-16.67	0.0%
31602 · Boone County	3,750.00	3,750.00	0.00	100.0%
31603 · Dallas County	4,229.17	4,229.17	0.00	100.0%
31604 · Jasper County	1,125.00	1,125.00	0.00	100.0%
31605 · City Of Newton	8,812.75	2,937.50	5,875.25	300.0%
31606 · Madison County	1,416.67	1,416.67	0.00	100.0%
31607 · Marion County	3,000.00	3,000.00	0.00	100.0%
31608 · Warren County	3,970.00	3,970.00	0.00	100.0%
31609 · City Of Norwalk	1,333.33	0.00	1,333.33	100.0%
31610 · City Of Waukee	7,500.00	2,500.00	5,000.00	300.0%
31618 · City Of Ogden	0.00	83.33	-83.33	0.0%
31619 · City Of Winterset	833.34	833.33	0.01	100.0%
31620 · City Of Pleasantville	0.00	41.67	-41.67	0.0%
31621 · City Of Boone	6,375.00	2,125.00	4,250.00	300.0%
31622 · City Of Grimes	3,500.13	6,250.00	-2,749.87	56.0%
31623 · City Of Pella	1,803.33			
<b>Total 31600 · Local Taxes</b>	<b>47,648.72</b>	<b>32,278.34</b>	<b>15,370.38</b>	<b>147.6%</b>
<b>31700 · Other Revenue</b>				
31701 · Miscellaneous Income	30,000.00	0.00	30,000.00	100.0%
31703 · Fieldprint	985.50	833.33	152.17	118.3%
<b>Total 31700 · Other Revenue</b>	<b>30,985.50</b>	<b>833.33</b>	<b>30,152.17</b>	<b>3,718.3%</b>
<b>31800 · RSVP</b>				
31801 · Americorp	10,050.17	12,500.00	-2,449.83	80.4%
31802 · CDBG	0.00	1,247.33	-1,247.33	0.0%
<b>Total 31800 · RSVP</b>	<b>10,050.17</b>	<b>13,747.33</b>	<b>-3,697.16</b>	<b>73.1%</b>
<b>Total Income</b>	<b>330,939.71</b>	<b>467,514.68</b>	<b>-136,574.97</b>	<b>70.8%</b>
<b>Gross Profit</b>	<b>330,939.71</b>	<b>467,514.68</b>	<b>-136,574.97</b>	<b>70.8%</b>
<b>Expense</b>				
40100 · Wage Expense	185,715.49	114,695.17	71,020.32	161.9%
40200 · Payroll Taxes	31,787.57	18,953.33	12,834.24	167.7%
40300 · Employee Benefits	22,867.08	17,345.84	5,521.24	131.8%
<b>40400 · Professional Services</b>				
40401 · CPA	0.00	58.33	-58.33	0.0%
40402 · IT	3,008.00	2,083.33	924.67	144.4%
40403 · Legal	0.00	54.17	-54.17	0.0%
40405 · Audit	0.00	1,833.33	-1,833.33	0.0%
40406 · Cleaning Service	929.64	1,625.00	-695.36	57.2%
40407 · AOD	204.73	250.00	-45.27	81.9%
40409 · Translations	0.00	20.83	-20.83	0.0%
40410 · VIA	25,275.72	7,250.00	18,025.72	348.6%
40411 · Insurance - Broker Fees	24,662.00	2,083.33	22,578.67	1,183.8%
40412 · Architecture	0.00	17,916.67	-17,916.67	0.0%
40413 · Actuary	0.00	125.00	-125.00	0.0%
<b>Total 40400 · Professional Services</b>	<b>54,080.09</b>	<b>33,299.99</b>	<b>20,780.10</b>	<b>162.4%</b>
<b>40500 · Office Supplies</b>				
40501 · Office Supplies	953.53	1,125.00	-171.47	84.8%
40502 · Postage & Freight	0.00	83.33	-83.33	0.0%
40503 · Cleaning Supplies	0.00	83.33	-83.33	0.0%
<b>Total 40500 · Office Supplies</b>	<b>953.53</b>	<b>1,291.66</b>	<b>-338.13</b>	<b>73.8%</b>
<b>40600 · Telephone</b>				
40601 · Phone & Internet	2,783.76	2,666.67	117.09	104.4%
<b>Total 40600 · Telephone</b>	<b>2,783.76</b>	<b>2,666.67</b>	<b>117.09</b>	<b>104.4%</b>
<b>40700 · Fellowship / Training Expense</b>				
40701 · Training Expense	0.00	125.00	-125.00	0.0%
40702 · Fellowship - RTAP Approved Exp	579.17	3,750.00	-3,170.83	15.4%
<b>Total 40700 · Fellowship / Training Expense</b>	<b>579.17</b>	<b>3,875.00</b>	<b>-3,295.83</b>	<b>14.9%</b>
<b>40800 · Insurance</b>				
40801 · WC Insurance	3,304.40	2,916.67	387.73	113.3%
40802 · Property/Director/Adm Ins	2,101.42			
<b>Total 40800 · Insurance</b>	<b>5,405.82</b>	<b>2,916.67</b>	<b>2,489.15</b>	<b>185.3%</b>

# HIRT Public Transit

## Profit & Loss Budget vs. Actual

### October 2025

	Oct 25	Budget	\$ Over Budget	% of Budget
<b>40900 · Organizational Dues</b>				
40901 · Membership Dues	0.00	691.67	-691.67	0.0%
<b>Total 40900 · Organizational Dues</b>	0.00	691.67	-691.67	0.0%
<b>41000 · Employee Expenses</b>				
41001 · Medical Testing	0.00	125.00	-125.00	0.0%
41002 · Background Checks	0.00	41.67	-41.67	0.0%
41005 · Drug Testing	90.00	91.67	-1.67	98.2%
41006 · Employee Events	0.00	250.00	-250.00	0.0%
<b>Total 41000 · Employee Expenses</b>	90.00	508.34	-418.34	17.7%
<b>41100 · Advertising</b>				
41101 · Advertising	0.00	166.67	-166.67	0.0%
41102 · Employment Ads	0.00	83.33	-83.33	0.0%
41103 · Marketing Campaign	3,000.00	2,083.33	916.67	144.0%
41104 · Minutes/Public Hearing Notices	108.25	66.67	41.58	162.4%
<b>Total 41100 · Advertising</b>	3,108.25	2,400.00	708.25	129.5%
<b>41200 · Rent</b>				
41201 · Rent	11,923.73	11,583.75	339.98	102.9%
<b>Total 41200 · Rent</b>	11,923.73	11,583.75	339.98	102.9%
<b>41300 · Office Equipment</b>				
41301 · Office Eq Maint/Repairs	0.00	291.67	-291.67	0.0%
41302 · Office Equipment	688.00	0.00	688.00	100.0%
<b>Total 41300 · Office Equipment</b>	688.00	291.67	396.33	235.9%
<b>41400 · Subscriptions</b>	1,207.87	1,333.33	-125.46	90.6%
<b>41500 · Meeting / Mileage Expenses</b>				
41501 · Travel expense	72.57	0.00	72.57	100.0%
41502 · Meeting Expense	0.00	12.50	-12.50	0.0%
41503 · Mileage Reimbursement	40.63	33.33	7.30	121.9%
41504 · Meal Expense	34.35	250.00	-215.65	13.7%
41505 · Volunteer Mileage Reimbursement	181.20	1,000.00	-818.80	18.1%
<b>Total 41500 · Meeting / Mileage Expenses</b>	328.75	1,295.83	-967.08	25.4%
<b>41600 · Contracted Services</b>				
41601 · Website - Domain Registration	0.00	29.17	-29.17	0.0%
41603 · Quickbook Expenses	369.63	375.00	-5.37	98.6%
41604 · ITS4US - CTAA	2,700.00	1,458.33	1,241.67	185.1%
41605 · ITS4US - Arcadis	0.00	0.00	0.00	0.0%
41606 · ITS4US - VIA	0.00	416.67	-416.67	0.0%
41607 · ITS4US - Capture Management	1,440.00	2,083.33	-643.33	69.1%
41608 · ITS4US - Flexlynqs	36,568.36	39,166.67	-2,598.31	93.4%
41610 · ITS4US - Legal	0.00	20.83	-20.83	0.0%
41611 · ITS4US - ISU	0.00	9,583.33	-9,583.33	0.0%
41612 · ITS4US - KIOSK	861.38	83.33	778.05	1,033.7%
41613 · ITS4US - NaviLens	0.00	8.33	-8.33	0.0%
41614 · ITS4US - Events	0.00	291.67	-291.67	0.0%
41621 · GVSS	0.00	291.67	-291.67	0.0%
<b>Total 41600 · Contracted Services</b>	41,939.37	53,808.33	-11,868.96	77.9%
<b>41700 · Premise Expense</b>				
41701 · Utilities	1,798.79	2,083.33	-284.54	86.3%
41702 · Building Maint & Repairs	0.00	16.67	-16.67	0.0%
<b>Total 41700 · Premise Expense</b>	1,798.79	2,100.00	-301.21	85.7%
<b>41800 · Vehicle Expense</b>				
41801 · Vehicle Repairs & Maint	20,359.35	20,833.33	-473.98	97.7%
41802 · Op/Vehicle Supplies	51.77	125.00	-73.23	41.4%
41803 · Auto Insurance	0.00	29,166.67	-29,166.67	0.0%
41804 · Fuel	21,776.19	20,833.33	942.86	104.5%
41806 · Radio	583.25	208.33	374.92	280.0%
41807 · Tires	1,360.26	1,250.00	110.26	108.8%
41808 · Bus Washing	298.82	333.33	-34.51	89.6%
41809 · Deductible & Accident	5,000.00	1,666.67	3,333.33	300.0%
<b>Total 41800 · Vehicle Expense</b>	49,429.64	74,416.66	-24,987.02	66.4%

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01/20/26

Accrual Basis

**HIRTA Public Transit**  
**Profit & Loss Budget vs. Actual**  
**October 2025**

	Oct 25	Budget	\$ Over Budget	% of Budget
<b>41900 · Vehicle and Equipment Capital</b>				
<b>41901 · Vehicle Capital</b>	0.00	41,666.67	-41,666.67	0.0%
<b>41902 · Make Ready</b>	0.00	1,083.33	-1,083.33	0.0%
<b>Total 41900 · Vehicle and Equipment Capital</b>	0.00	42,750.00	-42,750.00	0.0%
<b>41910 · Facilities</b>				
<b>41911 · Facilities Acct 1</b>	55,524.73	83,333.33	-27,808.60	66.6%
<b>Total 41910 · Facilities</b>	55,524.73	83,333.33	-27,808.60	66.6%
<b>42000 · Bank Charges</b>				
<b>42003 · Returned Check</b>	0.00	4.17	-4.17	0.0%
<b>42004 · Merchant Service Merch Fee</b>	936.39	666.67	269.72	140.5%
<b>42000 · Bank Charges - Other</b>	6.45	6.67	-0.22	96.7%
<b>Total 42000 · Bank Charges</b>	942.84	677.51	265.33	139.2%
<b>42100 · Grant Expense</b>				
<b>42109 · Financial Sustainability Study</b>	0.00	1,041.67	-1,041.67	0.0%
<b>Total 42100 · Grant Expense</b>	0.00	1,041.67	-1,041.67	0.0%
<b>42300 · Miscellaneous Expenses</b>	30,000.00			
<b>Total Expense</b>	501,154.48	471,276.42	29,878.06	106.3%
<b>Net Ordinary Income</b>	-170,214.77	-3,761.74	-166,453.03	4,524.9%
<b>Net Income</b>	<b>-170,214.77</b>	<b>-3,761.74</b>	<b>-166,453.03</b>	<b>4,524.9%</b>

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January 20, 2026

Accrual Basis

# HIRTA Public Transit Expenses by Vendor Summary December 2025

	Dec 25
1 It Source	1,648.00
Accident Fund Insurance Company	3,304.40
Barney's Services Inc	103.70
Bluefin	139.50
Braintree Funding	577.51
Capture Management Solutions	840.00
Casey's Businesss Advantage	15,714.55
Central Tire & Auto	23.00
CenturyLink	1,570.04
Cintas Loc 22M	42.00
City Of Boone Airport	4,524.28
Community Transportation Assoc.	1,800.00
Crystal Clear Water	55.50
Debbie Comito	900.00
Delta Dental	3,946.68
Downey Tire Service	52.02
Dutch Clean Auto Wash	12.92
Flex Investors, LLC	4,263.56
Flexlynqs LLC	17,869.35
Freedom Tire & Auto Center	2,975.98
ICW Group	8,540.00
Indianola Municipal Utilities	88.00
Iowa Association Of RSVP	250.00
Iowa State University Parking	1,810.17
Iowa State Univiersity Science & Tech	13,016.72
Jan Becker	137.20
Jasper County Treasurer	500.00
KNIA	234.50
Krisi Kranz	104.08
Language Link	63.26
Linda Akwa	48.00
LISCO	153.00
McFarland Clinic	44.00
Mediacom	390.02
Merchant Service	-3,929.28
Mid American Energy	379.35
Midwest Office Technology	157.65
Moffitt's	20,923.55
Napa Auto Parts - Des Moines COJ	83.85
Nelsen Appraisal Associates, Inc	2,400.00
NEORide	7,012.50
Newton Classic Car Wash	52.96
Nick's Greenhouse	150.00
Pitney Bowes	495.97
QuickBooks Payroll Service	369.63
Rally Appraisal, LLC	4,000.00
Ruth Altman	82.88
Shred-It	73.82
Stanley's Service LLC	1,427.71
The AlterNetWays Company, LLC	3,500.00
The Standard	3,588.06
Time Management Systems, Inc.	190.85
U.S. Cellular	1,206.37
Unplugged Wireless	260.00
Vicki Lynn	50.00
Wellmark	21,200.62
WEX Bank	335.00
Wild Water Car Wash & Pet Wash	347.25
Windstream Iowa Communications	150.43
<b>TOTAL</b>	<b>150,251.11</b>

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Accrual Basis

# HIRTA Public Transit Journal Entry Report December 2025

Type	Date	Num	Memo	Account	Amount	Balance
<b>Dec 25</b>						
General Journal	12/08/2025	DONATION	LINDA BRIGGS VIA DONATION	30301 - Passenger Re...	6.00	6.00
General Journal	12/08/2025	DONATION	LINDA BRIGGS VIA DONATION	30302 - Passenger Do...	-6.00	0.00
General Journal	12/09/2025	DONATION	DEE VIEIRA VIA DONATION	30301 - Passenger Re...	5.00	5.00
General Journal	12/09/2025	DONATION	DEE VIEIRA VIA DONATION	30302 - Passenger Do...	-5.00	0.00
General Journal	12/16/2025	DONATION	DEE VIEIRA VIA DONATION	30301 - Passenger Re...	5.00	5.00
General Journal	12/16/2025	DONATION	DEE VIEIRA VIA DONATION	30302 - Passenger Do...	-5.00	0.00
General Journal	12/22/2025	DONATION	WILLIAM RADEBAUGH VIA DONATION	30301 - Passenger Re...	4.00	4.00
General Journal	12/22/2025	DONATION	WILLIAM RADEBAUGH VIA DONATION	30302 - Passenger Do...	-4.00	0.00
General Journal	12/22/2025	DONATION	MYRENE BAKER VIA DONATION	30301 - Passenger Re...	6.00	6.00
General Journal	12/22/2025	DONATION	MYRENE BAKER VIA DONATION	30302 - Passenger Do...	-6.00	0.00
General Journal	12/22/2025	DONATION	JEFF MCCOMBES VIA DONATION	30301 - Passenger Re...	100.00	100.00
General Journal	12/22/2025	DONATION	JEFF MCCOMBES VIA DONATION	30302 - Passenger Do...	-100.00	0.00
<b>Dec 25</b>					<b>0.00</b>	<b>0.00</b>



# HIRT Public Transit

## A/P Aging Summary

As of November 30, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1 It Source	968.00	0.00	0.00	0.00	0.00	968.00
Accident Fund Insurance Company	3,304.40	0.00	0.00	0.00	0.00	3,304.40
American Society On Aging	0.00	275.00	0.00	0.00	0.00	275.00
Barney's Services Inc	301.52	0.00	0.00	0.00	0.00	301.52
Bluefin	136.62	0.00	0.00	0.00	0.00	136.62
Braintree Funding	528.62	0.00	0.00	0.00	0.00	528.62
Casey's Businesss Advantage	16,736.04	0.00	0.00	0.00	0.00	16,736.04
CenturyLink	745.91	659.11	0.00	0.00	0.00	1,405.02
Cintas Loc 22M	14.82	0.00	0.00	0.00	0.00	14.82
Community Transportation Assoc.	1,800.00	0.00	0.00	0.00	0.00	1,800.00
Crystal Clear Water	27.75	0.00	0.00	0.00	0.00	27.75
Debbie Comito	450.00	0.00	0.00	0.00	0.00	450.00
Delta Dental	0.00	-1,973.34	0.00	0.00	0.00	-1,973.34
Donna Adams	39.00	0.00	0.00	0.00	0.00	39.00
Dutch Clean Auto Wash	6.58	0.00	0.00	0.00	0.00	6.58
E3 Millennium	90.00	0.00	0.00	0.00	0.00	90.00
Flex Investors, LLC	0.00	-4,263.56	0.00	0.00	0.00	-4,263.56
Flexlynqs LLC	27,998.26	0.00	0.00	0.00	0.00	27,998.26
Freedom Tire & Auto Center	0.00	0.00	0.00	0.00	-480.00	-480.00
Iowa State Univiersity Science & Tech	6,287.70	0.00	0.00	0.00	0.00	6,287.70
Jasper County Treasurer	0.00	-500.00	0.00	0.00	0.00	-500.00
KNIA	189.70	0.00	0.00	0.00	0.00	189.70
Krisi Kranz	64.24	0.00	0.00	0.00	0.00	64.24
Language Link	44.58	0.00	0.00	0.00	0.00	44.58
Larry Lubinus	92.52	0.00	0.00	0.00	0.00	92.52
Libbe Bolton	45.20	0.00	0.00	0.00	0.00	45.20
Linda Akwa	70.56	0.00	0.00	0.00	0.00	70.56
Merchant Service	142.14	0.00	0.00	0.00	0.00	142.14
Mid American Energy	253.87	0.00	0.00	0.00	0.00	253.87
Moffitt's	34,317.64	0.00	0.00	0.00	0.00	34,317.64
Napa Auto Parts - Des Moines COJ	46.32	0.00	0.00	0.00	0.00	46.32
NEORide	6,197.66	0.00	0.00	0.00	0.00	6,197.66
RDG Planning Design	2,291.99	0.00	0.00	0.00	0.00	2,291.99
Ruth Altman	117.76	0.00	0.00	0.00	0.00	117.76
Thomas Bus Sales	0.00	0.00	0.00	0.00	-33.56	-33.56
Time Management Systems, Inc.	201.26	0.00	0.00	0.00	0.00	201.26
U.S. Cellular	0.00	1,258.92	0.00	0.00	0.00	1,258.92
Wild Water Car Wash & Pet Wash	149.75	0.00	0.00	0.00	0.00	149.75
Windstream Iowa Communications	150.43	0.00	0.00	0.00	0.00	150.43
<b>TOTAL</b>	<b>103,810.84</b>	<b>-4,543.87</b>	<b>0.00</b>	<b>0.00</b>	<b>-513.56</b>	<b>98,753.41</b>

# HIRTA Public Transit A/R Aging Summary As of November 30, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Access2Care-MTM	15,966.00	15,939.50	0.00	301.00	0.00	32,206.50
Accura of Knoxville	192.00	0.00	0.00	0.00	0.00	192.00
Accura of Newton - East	732.00	840.00	0.00	0.00	0.00	1,572.00
Accura Riverside North	162.00	0.00	0.00	0.00	0.00	162.00
Aging Resources of Central Iowa	35,729.00	0.00	0.00	0.00	0.00	35,729.00
Americorp	9,620.84	0.00	0.00	0.00	0.00	9,620.84
Behavioral Health & Disability Service	1,969.90	0.00	0.00	0.00	0.00	1,969.90
Boone - Westhaven	63.00	27.00	0.00	0.00	0.00	90.00
Boone County Auditor.	3,750.00	0.00	0.00	0.00	0.00	3,750.00
City of Ames - ASSET	8,226.50	0.00	0.00	0.00	0.00	8,226.50
City of Grimes	0.00	3,500.13	0.00	0.00	0.00	3,500.13
City Of Norwalk	0.00	-1,333.34	0.00	0.00	0.00	-1,333.34
City of Pella, IA	0.00	0.00	-1,803.34	0.00	0.00	-1,803.34
City Of Winterset	0.00	-833.33	0.00	0.00	0.00	-833.33
CyRide/DAR	22,466.04	0.00	0.00	0.00	0.00	22,466.04
Dallas County	0.00	0.00	-4,229.16	0.00	0.00	-4,229.16
Fieldprint Equipment Corp	797.50	0.00	0.00	0.00	0.00	797.50
HIPP (IME)	468.00	0.00	0.00	0.00	0.00	468.00
Iowa DOT	2,000.00	0.00	0.00	0.00	1,938.71	3,938.71
IOWA DOT - FTA/STA	44,228.00	44,228.00	0.00	0.00	170,000.00	258,456.00
Jasper - Newton Health Care Center LLC	350.00	350.00	0.00	0.00	0.00	700.00
Madison County Auditor	0.00	0.00	-1,416.66	0.00	0.00	-1,416.66
Marion - West Ridge Nursing Home	102.00	0.00	0.00	0.00	0.00	102.00
Pamela Peterson	0.00	0.00	0.00	0.00	45.00	45.00
Story County Asset	10,719.00	10,719.00	0.00	10,719.00	0.00	32,157.00
USDOT	34,776.72	0.00	0.00	0.00	0.00	34,776.72
Warren - Park & Recreation	0.00	37.50	0.00	0.00	0.00	37.50
Warren Co	0.00	-3,970.00	0.00	0.00	0.00	-3,970.00
<b>TOTAL</b>	<b>192,318.50</b>	<b>69,504.46</b>	<b>-7,449.16</b>	<b>11,020.00</b>	<b>171,983.71</b>	<b>437,377.51</b>

HIRTA Public Transit  
Balance Sheet  
As of November 30, 2025

	Nov 30, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10100 · Heart of Iowa Regional Transit	535,578.12
10200 · Petty Cash	50.00
<b>10300 · Certificate of Deposit</b>	
10301 · CD - ICS	22,775.62
10302 · CD - ARS	1,140,766.41
10303 · CD - UBI	505,182.04
<b>Total 10300 · Certificate of Deposit</b>	<b>1,668,724.07</b>
<b>Total Checking/Savings</b>	<b>2,204,352.19</b>
<b>Accounts Receivable</b>	
11000 · QB - Accounts Receivable	437,377.51
<b>Total Accounts Receivable</b>	<b>437,377.51</b>
<b>Total Current Assets</b>	<b>2,641,729.70</b>
<b>Fixed Assets</b>	<b>1,640,946.56</b>
<b>Other Assets</b>	
13000 · Prepaid Asset	0.00
<b>Total Other Assets</b>	<b>0.00</b>
<b>TOTAL ASSETS</b>	<b>4,282,676.26</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	98,753.41
<b>Total Accounts Payable</b>	<b>98,753.41</b>
<b>Credit Cards</b>	
20100 · Credit Card	-27,067.41
<b>Total Credit Cards</b>	<b>-27,067.41</b>
<b>Other Current Liabilities</b>	
20200 · Payroll Liabilities	25,788.53
20300 · IPERS	17,327.95
20400 · Deferred Revenue-Bus Tickets	20,614.60
20500 · Deferred Revenue-Adopt A Rider	343.50
<b>Total Other Current Liabilities</b>	<b>64,074.58</b>
<b>Total Current Liabilities</b>	<b>135,760.58</b>
<b>Total Liabilities</b>	<b>135,760.58</b>
<b>Equity</b>	<b>4,146,915.68</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,282,676.26</b>

# HARTA Public Transit

## Profit & Loss Budget vs. Actual

### November 2025

	Nov 25	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
30100 · FTA	44,228.00	187,819.76	-143,591.76	23.5%
30200 · STA Grant	33,207.81	33,931.00	-723.19	97.9%
30300 · Passenger Revenue				
30301 · Passenger Revenue	15,201.80	22,916.67	-7,714.87	66.3%
30302 · Passenger Donations	20.00			
30305 · Knoxville Raceway	0.00	0.00	0.00	0.0%
<b>Total 30300 · Passenger Revenue</b>	<b>15,221.80</b>	<b>22,916.67</b>	<b>-7,694.87</b>	<b>66.4%</b>
30400 · Contract Revenue				
30401 · Access2Care	15,966.00	15,666.67	299.33	101.9%
30402 · Federal 3B	16,153.87	18,565.00	-2,411.13	87.0%
30404 · CICS	1,969.90	1,250.00	719.90	157.6%
30405 · Accura	816.00			
30406 · Waiver	468.00	2,333.33	-1,865.33	20.1%
30413 · Story Asset	10,719.00	10,666.67	52.33	100.5%
30414 · City Of Ames ASSET	4,113.25	4,113.25	0.00	100.0%
30415 · Dial A Ride	22,466.04	26,750.00	-4,283.96	84.0%
30416 · United Way Of Story County	729.17	729.17	0.00	100.0%
30418 · ITS4US	34,776.72	42,490.00	-7,713.28	81.8%
<b>Total 30400 · Contract Revenue</b>	<b>108,177.95</b>	<b>122,564.09</b>	<b>-14,386.14</b>	<b>88.3%</b>
30600 · Fuel Tax Refund	0.00	2,500.00	-2,500.00	0.0%
30700 · Vehicle Capital Purchase	0.00	34,416.66	-34,416.66	0.0%
30900 · Vehicle Revenue	0.00	1,083.33	-1,083.33	0.0%
31100 · Fellowship and Training Income				
31102 · Fellowship Reimbursements RTAP	2,000.00	3,750.00	-1,750.00	53.3%
<b>Total 31100 · Fellowship and Training Income</b>	<b>2,000.00</b>	<b>3,750.00</b>	<b>-1,750.00</b>	<b>53.3%</b>
31300 · Grant Income				
31301 · Grant - revenue	1,000.00	833.33	166.67	120.0%
31305 · United Way Of Boone County	0.00	500.00	-500.00	0.0%
31306 · United Way Of Central Iowa	0.00	1,666.67	-1,666.67	0.0%
31307 · Flex Connect-Mobility	0.00	0.00	0.00	0.0%
<b>Total 31300 · Grant Income</b>	<b>1,000.00</b>	<b>3,000.00</b>	<b>-2,000.00</b>	<b>33.3%</b>
31400 · NSF Items	0.00	7.50	-7.50	0.0%
31500 · Interest				
31503 · Finance Charge - ICS	32.73	750.00	-717.27	4.4%
31504 · Finance Charge - CDARS	0.00	6,250.00	-6,250.00	0.0%
31505 · Finance Charge - UBI	1,139.27			
31500 · Interest - Other	732.98	1,666.67	-933.69	44.0%
<b>Total 31500 · Interest</b>	<b>1,904.98</b>	<b>8,666.67</b>	<b>-6,761.69</b>	<b>22.0%</b>
31600 · Local Taxes				
31601 · Donations	0.00	16.67	-16.67	0.0%
31602 · Boone County	3,750.00	3,750.00	0.00	100.0%
31603 · Dallas County	4,229.17	4,229.17	0.00	100.0%
31604 · Jasper County	1,125.00	1,125.00	0.00	100.0%
31605 · City of Newton	0.00	2,937.50	-2,937.50	0.0%
31606 · Madison County	1,416.67	1,416.67	0.00	100.0%
31607 · Marion County	3,000.00	3,000.00	0.00	100.0%
31608 · Warren County	3,970.00	3,970.00	0.00	100.0%
31609 · City Of Norwalk	1,333.33	0.00	1,333.33	100.0%
31610 · City Of Wauke	0.00	2,500.00	-2,500.00	0.0%
31618 · City Of Ogden	0.00	83.33	-83.33	0.0%
31619 · City Of Winterset	833.33	833.33	0.00	100.0%
31620 · City Of Pleasantville	0.00	41.67	-41.67	0.0%
31621 · City Of Boone	0.00	2,125.00	-2,125.00	0.0%
31622 · City Of Grimes	0.00	6,250.00	-6,250.00	0.0%
31623 · City Of Pella	1,803.33			
<b>Total 31600 · Local Taxes</b>	<b>21,460.83</b>	<b>32,278.34</b>	<b>-10,817.51</b>	<b>66.5%</b>
31700 · Other Revenue				
31701 · Miscellaneous Income	0.00	0.00	0.00	0.0%
31703 · Fieldprint	797.50	833.33	-35.83	95.7%
<b>Total 31700 · Other Revenue</b>	<b>797.50</b>	<b>833.33</b>	<b>-35.83</b>	<b>95.7%</b>

**HIRTA Public Transit**  
**Profit & Loss Budget vs. Actual**  
**November 2025**

	Nov 25	Budget	\$ Over Budget	% of Budget
<b>31800 · RSVP</b>				
31801 · Americorp	9,620.84	12,500.00	-2,879.16	77.0%
31802 · CDBG	0.00	1,247.33	-1,247.33	0.0%
<b>Total 31800 · RSVP</b>	<b>9,620.84</b>	<b>13,747.33</b>	<b>-4,126.49</b>	<b>70.0%</b>
<b>Total Income</b>	<b>237,619.71</b>	<b>467,514.68</b>	<b>-229,894.97</b>	<b>50.8%</b>
<b>Gross Profit</b>	<b>237,619.71</b>	<b>467,514.68</b>	<b>-229,894.97</b>	<b>50.8%</b>
<b>Expense</b>				
<b>40100 · Wage Expense</b>	<b>124,979.65</b>	<b>114,695.17</b>	<b>10,284.48</b>	<b>109.0%</b>
<b>40200 · Payroll Taxes</b>	<b>21,212.79</b>	<b>18,953.33</b>	<b>2,259.46</b>	<b>111.9%</b>
<b>40300 · Employee Benefits</b>	<b>18,528.80</b>	<b>17,345.84</b>	<b>1,182.96</b>	<b>106.8%</b>
<b>40400 · Professional Services</b>				
40401 · CPA	0.00	58.33	-58.33	0.0%
40402 · IT	1,376.80	2,083.33	-706.53	66.1%
40403 · Legal	0.00	54.17	-54.17	0.0%
40405 · Audit	0.00	1,833.33	-1,833.33	0.0%
40406 · Cleaning Service	1,154.64	1,625.00	-470.36	71.1%
40407 · AOD	201.26	250.00	-48.74	80.5%
40409 · Translations	44.58	20.83	23.75	214.0%
40410 · VIA	6,197.66	7,250.00	-1,052.34	85.5%
40411 · Insurance - Broker Fees	0.00	2,083.33	-2,083.33	0.0%
40412 · Architecture	0.00	17,916.67	-17,916.67	0.0%
40413 · Actuary	0.00	125.00	-125.00	0.0%
<b>Total 40400 · Professional Services</b>	<b>8,974.94</b>	<b>33,299.99</b>	<b>-24,325.05</b>	<b>27.0%</b>
<b>40500 · Office Supplies</b>				
40501 · Office Supplies	446.39	1,125.00	-678.61	39.7%
40502 · Postage & Freight	0.00	83.33	-83.33	0.0%
40503 · Cleaning Supplies	0.00	83.33	-83.33	0.0%
<b>Total 40500 · Office Supplies</b>	<b>446.39</b>	<b>1,291.66</b>	<b>-845.27</b>	<b>34.6%</b>
<b>40600 · Telephone</b>				
40601 · Phone & Internet	2,819.26	2,666.67	152.59	105.7%
<b>Total 40600 · Telephone</b>	<b>2,819.26</b>	<b>2,666.67</b>	<b>152.59</b>	<b>105.7%</b>
<b>40700 · Fellowship / Training Expense</b>				
40701 · Training Expense	0.00	125.00	-125.00	0.0%
40702 · Fellowship - RTAP Approved Exp	2,604.25	3,750.00	-1,145.75	69.4%
<b>Total 40700 · Fellowship / Training Expense</b>	<b>2,604.25</b>	<b>3,875.00</b>	<b>-1,270.75</b>	<b>67.2%</b>
<b>40800 · Insurance</b>				
40801 · WC Insurance	44,407.80	2,916.67	41,491.13	1,522.6%
<b>Total 40800 · Insurance</b>	<b>44,407.80</b>	<b>2,916.67</b>	<b>41,491.13</b>	<b>1,522.6%</b>
<b>40900 · Organizational Dues</b>				
40901 · Membership Dues	0.00	691.67	-691.67	0.0%
<b>Total 40900 · Organizational Dues</b>	<b>0.00</b>	<b>691.67</b>	<b>-691.67</b>	<b>0.0%</b>
<b>41000 · Employee Expenses</b>				
41001 · Medical Testing	90.00	125.00	-35.00	72.0%
41002 · Background Checks	46.40	41.67	4.73	111.4%
41005 · Drug Testing	45.00	91.67	-46.67	49.1%
41006 · Employee Events	0.00	250.00	-250.00	0.0%
<b>Total 41000 · Employee Expenses</b>	<b>181.40</b>	<b>508.34</b>	<b>-326.94</b>	<b>35.7%</b>
<b>41100 · Advertising</b>				
41101 · Advertising	189.70	166.67	23.03	113.8%
41102 · Employment Ads	0.00	83.33	-83.33	0.0%
41103 · Marketing Campaign	0.00	2,083.33	-2,083.33	0.0%
41104 · Minutes/Public Hearing Notices	0.00	66.67	-66.67	0.0%
<b>Total 41100 · Advertising</b>	<b>189.70</b>	<b>2,400.00</b>	<b>-2,210.30</b>	<b>7.9%</b>

**HIRTA Public Transit**  
**Profit & Loss Budget vs. Actual**  
**November 2025**

	Nov 25	Budget	\$ Over Budget	% of Budget
41200 · Rent				
41201 · Rent	10,973.73	11,583.75	-610.02	94.7%
<b>Total 41200 · Rent</b>	<b>10,973.73</b>	<b>11,583.75</b>	<b>-610.02</b>	<b>94.7%</b>
41300 · Office Equipment	0.00	291.67	-291.67	0.0%
41400 · Subscriptions	2,838.07	1,333.33	1,504.74	212.9%
41500 · Meeting / Mileage Expenses				
41501 · Travel expense	0.00	0.00	0.00	0.0%
41502 · Meeting Expense	0.00	12.50	-12.50	0.0%
41503 · Mileage Reimbursement	0.00	33.33	-33.33	0.0%
41504 · Meal Expense	0.00	250.00	-250.00	0.0%
41505 · Volunteer Mileage Reimbursement	429.28	1,000.00	-570.72	42.9%
<b>Total 41500 · Meeting / Mileage Expenses</b>	<b>429.28</b>	<b>1,295.83</b>	<b>-866.55</b>	<b>33.1%</b>
41600 · Contracted Services				
41601 · Website - Domain Registration	0.00	29.17	-29.17	0.0%
41603 · Quickbook Expenses	364.38	375.00	-10.62	97.2%
41604 · ITS4US - CTAA	1,800.00	1,458.33	341.67	123.4%
41605 · ITS4US - Arcadis	0.00	0.00	0.00	0.0%
41606 · ITS4US - VIA	0.00	416.67	-416.67	0.0%
41607 · ITS4US - Capture Management	0.00	2,083.33	-2,083.33	0.0%
41608 · ITS4US - Flexlynqs	27,998.26	39,166.67	-11,168.41	71.5%
41610 · ITS4US - Legal	0.00	20.83	-20.83	0.0%
41611 · ITS4US - ISU	6,287.70	9,583.33	-3,295.63	65.6%
41612 · ITS4US - KIOSK	464.60	83.33	381.27	557.5%
41613 · ITS4US - NaviLens	0.00	8.33	-8.33	0.0%
41614 · ITS4US - Events	0.00	291.67	-291.67	0.0%
41621 · GVSS	0.00	291.67	-291.67	0.0%
<b>Total 41600 · Contracted Services</b>	<b>36,914.94</b>	<b>53,808.33</b>	<b>-16,893.39</b>	<b>68.6%</b>
41700 · Premise Expense				
41701 · Utilities	1,237.62	2,083.33	-845.71	59.4%
41702 · Building Maint & Repairs	0.00	16.67	-16.67	0.0%
<b>Total 41700 · Premise Expense</b>	<b>1,237.62</b>	<b>2,100.00</b>	<b>-862.38</b>	<b>58.9%</b>
41800 · Vehicle Expense				
41801 · Vehicle Repairs & Maint	34,858.54	20,833.33	14,025.21	167.3%
41802 · Op/Vehicle Supplies	46.32	125.00	-78.68	37.1%
41803 · Auto Insurance	0.00	29,166.67	-29,166.67	0.0%
41804 · Fuel	16,736.04	20,833.33	-4,097.29	80.3%
41806 · Radio	0.00	208.33	-208.33	0.0%
41807 · Tires	1,895.58	1,250.00	645.58	151.6%
41808 · Bus Washing	156.33	333.33	-177.00	46.9%
41809 · Deductible & Accident	0.00	1,666.67	-1,666.67	0.0%
<b>Total 41800 · Vehicle Expense</b>	<b>53,692.81</b>	<b>74,416.66</b>	<b>-20,723.85</b>	<b>72.2%</b>
41900 · Vehicle and Equipment Capital	0.00	42,750.00	-42,750.00	0.0%
41910 · Facilities				
41911 · Facilities Acct 1	2,291.99	83,333.33	-81,041.34	2.8%
<b>Total 41910 · Facilities</b>	<b>2,291.99</b>	<b>83,333.33</b>	<b>-81,041.34</b>	<b>2.8%</b>
42000 · Bank Charges				
42003 · Returned Check	0.00	4.17	-4.17	0.0%
42004 · Merchant Service Merch Fee	807.38	666.67	140.71	121.1%
42000 · Bank Charges - Other	5.83	6.67	-0.84	87.4%
<b>Total 42000 · Bank Charges</b>	<b>813.21</b>	<b>677.51</b>	<b>135.70</b>	<b>120.0%</b>
42100 · Grant Expense	0.00	1,041.67	-1,041.67	0.0%
<b>Total Expense</b>	<b>333,536.63</b>	<b>471,276.42</b>	<b>-137,739.79</b>	<b>70.8%</b>
<b>Net Ordinary Income</b>	<b>-95,916.92</b>	<b>-3,761.74</b>	<b>-92,155.18</b>	<b>2,549.8%</b>
<b>Net Income</b>	<b>-95,916.92</b>	<b>-3,761.74</b>	<b>-92,155.18</b>	<b>2,549.8%</b>

2:40 PM

January 20, 2026

Accrual Basis

# HIRTA Public Transit Expenses by Vendor Summary November 2025

	Nov 25
1 It Source	988.00
Accident Fund Insurance Company	6,608.80
American Society On Aging	275.00
Barney's Services Inc	301.52
Bluefin	136.62
Braintree Funding	528.62
Casey's Businesss Advantage	16,736.04
CenturyLink	1,405.02
Cintas Loc 22M	29.64
City Of Boone Airport	4,557.62
Community Transportation Assoc.	1,800.00
Crystal Clear Water	55.50
Debbie Comito	1,125.00
Delta Dental	1,932.88
Donna Adams	39.00
Downey Tire Service	239.38
Dutch Clean Auto Wash	6.58
E3 Millennium	90.00
Flex Investors, LLC	4,263.56
Flexlynqs LLC	27,998.26
Freedom Tire & Auto Center	1,895.58
ICW Group	37,799.00
Indianola Municipal Utilities	88.00
Iowa-Illinois Safety Council	2,000.00
Iowa State University Parking	1,810.17
Iowa State Univiersity Science & Tech	6,287.70
Jasper County Treasurer	500.00
Kinetic Edge Physical Therapy	45.00
KNIA	189.70
Krisi Kranz	64.24
Language Link	44.58
Larry Lubinus	92.52
Libbe Bolton	45.20
Linda Akwa	70.56
LISCO	153.00
Mediacom	390.02
Merchant Service	-3,329.96
Mid American Energy	253.87
Midwest Office Technology	157.65
Moffitt's	34,317.64
Napa Auto Parts - Des Moines COJ	46.32
NEORide	6,197.66
QuickBooks Payroll Service	364.38
RAMP	4,228.64
RDG Planning Design	2,291.99
Ruth Altman	117.76
Shred-It	71.72
The Standard	1,739.08
Time Management Systems, Inc.	201.26
U.S. Cellular	1,258.92
Warren County Treasurer	200.00
Wellmark	20,634.08
Wild Water Car Wash & Pet Wash	149.75
Windstream Iowa Communications	150.43
<b>TOTAL</b>	<b>189,643.50</b>

HIRTA Public Transit  
Journal Entry Report  
November 2025

Type	Date	Num	Memo	Account	Amount	Balance
Nov 25						
General Journal	11/05/2025	DONATION	PAMELA FOY KREITZ VIA DONATION	30301 · Passenger Re...	20.00	20.00
General Journal	11/05/2025	DONATION	PAMELA FOY KREITZ VIA DONATION	30302 · Passenger Do...	-20.00	0.00
Nov 25					0.00	0.00



Exhibit 1

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Exhibit 1

# Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

**Sponsored Research Agreement  
ISU AWD-026186  
Amendment No. 3**

ISU: Iowa State University of Science and Technology	SPONSOR: Heart of Iowa Regional Transit Agency (HIRT)
ISU Principal Investigator: Shauna Hallmark	Key Contact: Brooke Ramsey
Project Title ("Project"): Complete Trip – ITS4US Deployment Health Connector	
<b>Revised Period of Performance ("Period of Performance"):</b> Start Date ("Start Date"): 08/15/2022 <b>End Date ("End Date"): 08/31/2026</b>	
Amount Funded This Action: \$0	Total Funds Obligated to Date: \$382,500

**Amendment(s) to Original Terms and Conditions**

This Amendment revises the above-referenced Agreement as follows:

This is a No Cost Extension. The Sponsored Research Agreement End Date is hereby extended through **August 31, 2026**.

**All other terms and conditions of this Subcontract Agreement remain in full force and effect.**

**By an Authorized Official of ISU:**

**By an Authorized Official of SPONSOR:**

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

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

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

Exhibit 2

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# Exhibit 2

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## **ACKNOWLEDGE INVESTMENT CD ROLLOVER**

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At a special meeting October 3, 2025, the Board approved the rollover of HIRTA's CD for a 3-month term rather than a 6-month term to receive a higher interest rate. Because of the shorter term and due to holidays, there was an oversight on the CD maturity date of January 8, 2026. The CD has been rolled over into a 6-month CD at 3.80%. The other option was to move the funds to Money Market with a rate of 2.95%.

Staff recommends the Board acknowledge the rollover of the investment CD into a 6-month CD at 3.80%.

Exhibit 3

Exhibit 3

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# Exhibit 3

Exhibit 3

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Exhibit 3

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## ACKNOWLEDGE VEHICLE DISPOSALS

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The Board previously approved several contracts for vehicle replacements which included the disposal of the vehicles being replaced. Staff is currently working with the Iowa DOT to update contracts to be more in line with current vehicle pricing. The Iowa DOT has approved advanced disposition of vehicles which are too costly to repair.

Because the Board approved of the replacements and dispositions in so many separate transactions, staff recommends the board acknowledge the disposal of the following vehicles:

1151 – 2012 Ford Eldorado  
2227 – 2008 Chevy Uplander  
2229 – 2010 Dodge Caravan  
2030 – 2010 Ford Eldorado  
2234 – 2012 Ford Eldorado  
4420 – 2009 Ford Eldorado  
4421 – 2010 Ford Eldorado  
4422 – 2011 Ford Eldorado  
5520 – 2010 Dodge Caravan  
5521 – 2010 Ford Eldorado  
6526 – 2010 Dodge Caravan  
6527 – 2010 Ford Eldorado  
7651 – 2013 Ford Eldorado  
8729 – 2012 Ford Eldorado

Exhibit 4

Exhibit 4

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Exhibit 4

# Exhibit 4

Exhibit 4

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Exhibit 4

Exhibit 4

**COOPERATIVE AGREEMENT AMENDMENT**

1. **AMENDMENT NO.:** 3 **EFFECTIVE DATE:** See Block 9
2. **AMENDMENT OF AGREEMENT NO.:** 693JJ32250012
3. **PROCUREMENT REQUEST NO.:** HOIT250071PR
4. **ISSUED BY:** Federal Highway Administration  
Cooperative Agreements and Non-State  
Grant Awards Division (HACG-30)  
1200 New Jersey Avenue, SE  
Washington, DC 20590

5. **NAME AND ADDRESS OF RECIPIENT:**

Heart of Iowa Regional Transit (HIRTA)  
2824 104<sup>th</sup> St  
Urbandale, Iowa  
50322-3813, United States  
UEI: EY6CSJBGGM25

6. **ACCOUNTING AND APPROPRIATION DATA (*if required*):**

N/A – This amendment does not obligate additional funding.

7. **DESCRIPTION OF AMENDMENT:**

The purpose of this amendment is to (1) extend the period of performance to 8/17/2026; and (2) amend the terms and conditions. Accordingly, the Agreement is amended as described on the following pages.

**HEART OF IOWA REGIONAL TRANSIT****FEDERAL HIGHWAY ADMINISTRATION**8. **Signature of Person Authorized to Sign**9. **Signature and Date of Agreement Officer**

X \_\_\_\_\_  
Authorized Signatory

X \_\_\_\_\_  
Ryan Buck, Agreement Officer



The following Sections and Subsections of Agreement No. **693JJ32250012**, inclusive of any amendments thereto, are revised as follows:

## 1) COVER PAGE

- **DELETE** the text on page 1 and **REPLACE** with the following in lieu thereof:

**U.S. Department of Transportation  
Cooperative Agreement Number 693JJ32250012  
“Complete Trip - ITS4US Deployment Program Phases 2 & 3”**

**Project Name: Health Connector Project**

## 2) AWARD INFORMATION

- **DELETE** the Table on page 2 entitled “Award Information” and **REPLACE** with the following in lieu thereof:

### *Award Information*

Award Title:	“Complete Trip - ITS4US Deployment Program Phases 2 & 3”
Award No.:	693JJ32250012
Effective Date:	6/15/2022
Awarded to:	Heart of Iowa Regional Transit (HIRTA) 2824 104th St Urbandale, Iowa 50322-3813 UEI No: EY6CSJBGGM25

Sponsoring Office/ Federal Agency Name:	U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) Cooperative Agreements and Non-State Grant Awards Division (HACG-30) 1200 New Jersey Avenue, SE Washington DC 20590 Attn: Ryan Buck, <a href="mailto:Ryan.Buck@dot.gov">Ryan.Buck@dot.gov</a>																			
Total Award Amount (Phases 2 & 3 Combined):	Federal Share: \$ 2,872,549 Recipient Cost Share: \$ 718,137 Total Value: \$3,590,686																			
Phase 2 & 3 Amounts	<table border="1"> <thead> <tr> <th>HIRTA</th> <th>Phase 2</th> <th>Phase 3</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Federal Share</td> <td>\$1,825,429</td> <td>\$1,047,120</td> <td>\$2,872,549</td> </tr> <tr> <td>Cost Share</td> <td>\$456,357</td> <td>\$261,780</td> <td>\$718,137</td> </tr> <tr> <td>Total</td> <td>\$2,281,786</td> <td>\$1,308,900</td> <td>\$3,590,686</td> </tr> </tbody> </table>				HIRTA	Phase 2	Phase 3	Total	Federal Share	\$1,825,429	\$1,047,120	\$2,872,549	Cost Share	\$456,357	\$261,780	\$718,137	Total	\$2,281,786	\$1,308,900	\$3,590,686
HIRTA	Phase 2	Phase 3	Total																	
Federal Share	\$1,825,429	\$1,047,120	\$2,872,549																	
Cost Share	\$456,357	\$261,780	\$718,137																	
Total	\$2,281,786	\$1,308,900	\$3,590,686																	
Assistance Listing Number (ALN):	20.200 Highway Research & Development																			
Period of Performance:	6/14/2022 – 8/17/2026																			
Type of Award:	Cooperative Agreement (cost reimbursement, cost-sharing)																			
Procurement Request:	HOIT220003PR/000001																			
Accounting Data and Funds Obligated:	15X1447060.0000.021VT20675.2101000000.41010.61006600, Obligate \$2,872,549																			

### 3) **TABLE OF CONTENTS**

- **DELETE** the table under the heading “Table of Contents” and insert the following in lieu thereof:

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>A</b>	<b>PROGRAM DESCRIPTION</b>	See Attachment 3
<b>B</b>	<b>FEDERAL AWARD INFORMATION</b>	See Attachment 3
<b>C</b>	<b>FEDERAL AWARD ADMINISTRATION INFORMATION</b>	See Attachment 3
<b>Attachment 1</b>	<b>Approved Technical Application (Volume 1, Part 1), dated 3/11/2022 – 84 pages</b>	N/A
<b>Attachment 2</b>	<b>Approved Budget Application (Volume 2, Part 1), dated 3/11/2022 – 12 pages</b>	N/A
<b>Attachment 3</b>	<b>Sections A - C – Restated, Version Amendment 3 – 49 pages</b>	N/A
<b>Attachment 4</b>	<b>Federal Highway Administration Competitive Grant Program General Terms and Conditions dated 11/19/2025 – 32 pages</b>	N/A
<b>Attachment 5</b>	<b>Federal Highway Administration Exhibits to Competitive Grant Agreements, dated 11/19/2025 – 32 pages</b>	N/A

#### 4) **SECTION A - PROGRAM DESCRIPTION**

- **DELETE** the text under “Section A – PROGRAM DESCRIPTION” and **REPLACE** with the Attachment 4 - Restated Sections A - C.

#### 5) **SECTION B - PROGRAM DESCRIPTION**

- **DELETE** the text under “Section B – FEDERAL AWARD INFORMATION” and **REPLACE** with the Attachment 4 - Restated Sections A - C.

#### 6) **SECTION C - FEDERAL AWARD ADMINISTRATION INFORMATION**

- **DELETE** the text under “Section C – FEDERAL AWARD ADMINISTRATION INFORMATION” and **REPLACE** with the Attachment 4 - Restated Sections A - C.

*Except as noted herein, all other terms and conditions remain unchanged and in full force and effect.*

## **SECTION A - PROGRAM DESCRIPTION**

*(Version: Amendment 3)*

### **1. STATEMENT OF PURPOSE**

The purpose of this cooperative agreement is to provide funding support for the implementation of the Complete Trip – ITS4US Deployment Program Phases 2 and 3.

### **2. LEGISLATIVE AUTHORITY**

Specific statutory authority for conducting this effort is found under section 516(a) of title 23, United States Code (U.S.C.), which authorizes the Secretary of Transportation to “carry out a comprehensive program of intelligent transportation system research and development, and operational tests of intelligent vehicles, intelligent infrastructure systems, and other similar activities that are necessary to carry out this chapter.”

Funding is authorized under section 11101(c)(1)(D) of Public Law 117-58, the Infrastructure Investment and Jobs Act.

The authority to award a cooperative agreement for this effort is found under section 502(b)(3) of title 23, U.S.C., Surface Transportation Research, which states the following:

(3) COOPERATION, GRANTS, AND CONTRACTS. —The Secretary may carry out research, development, and technology transfer activities related to transportation—

(A) Independently,

(B) In cooperation with other Federal departments, agencies, and instrumentalities and Federal laboratories, or

(C) By making grants to, or entering into contracts and cooperative agreements with one or more of the following: the National Academy of Sciences, the American Association of State Highway and Transportation Officials, any Federal laboratory, Federal agency, State agency, authority, association, institution, for-profit or nonprofit corporation, organization, foreign country, or any other person.

Cost Share: Per section 516(c) of title 23, U.S.C., “The Federal share payable on account of any project or activity carried out under subsection (a) shall not exceed 80 percent.”

### **3. BACKGROUND**

The Intelligent Transportation Systems Joint Program Office (ITS JPO) within DOT is responsible for conducting research on behalf of the Department and all major modes to advance transportation safety

and mobility through electronic and information technology applications, known as Intelligent Transportation Systems (ITS).

The DOT ITS Program focuses on intelligent vehicles, intelligent infrastructure, and the creation of an intelligent transportation system through integration with and between these two components. The Federal ITS Program supports the overall advancement of ITS through investments in major research initiatives, exploratory studies, and a deployment support program including technology transfer and training.

This award supports “The Complete Trip – ITS4US Deployment Program” for the ITS JPO within DOT. The Complete Trip - ITS4US Deployment Program is a \$40 million multimodal effort, led by the ITS JPO and supported by the Office of the Secretary of Transportation (OST), FHWA, and the Federal Transit Administration (FTA) to identify ways to provide more efficient and available transportation options for all travelers. This program will enable communities to build local partnerships and develop and deploy integrated and replicable mobility solutions to achieve complete trips for all travelers.

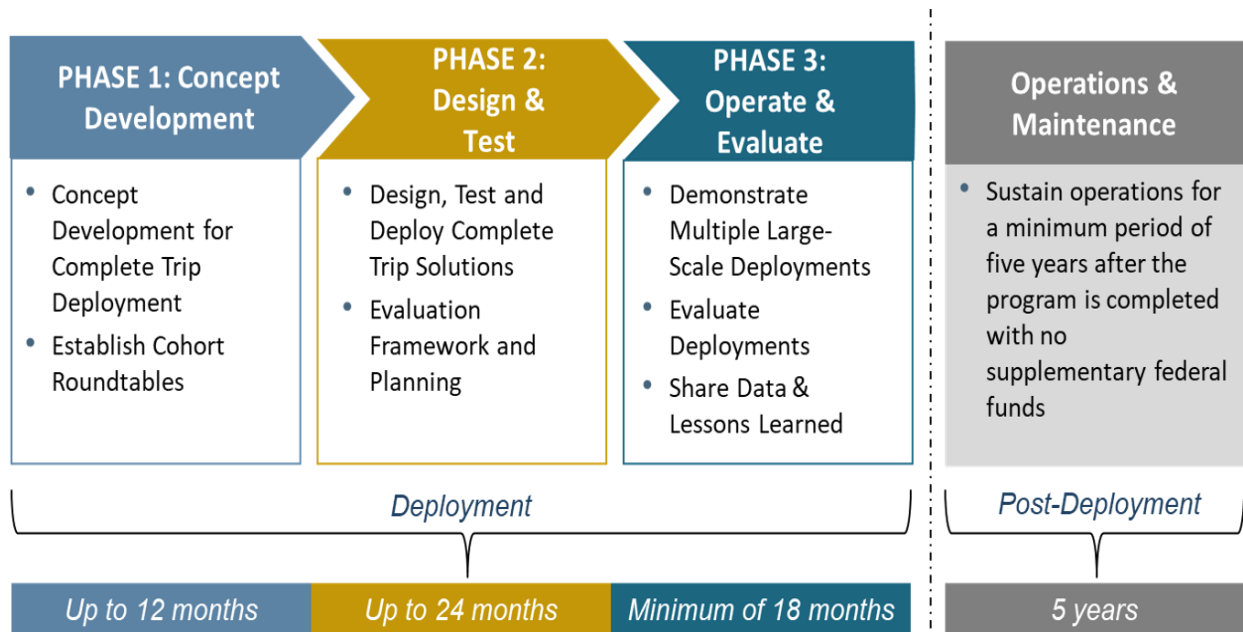
**Phases of the Deployment Effort.** Each deployment project is expected to be developed in three distinct DOT-funded phases as illustrated in the figure below. In addition, each deployment is required to sustain operations for a minimum period of five years after Phase 3 is completed with no supplementary program funding.

**Phase 1:** Concept Development

**Phase 2:** Design and Testing

**Phase 3:** Operations and Evaluation

**Post-Deployment:** Operations & Maintenance



- Phase 1: Concept Development** – (estimate 12 months) In this phase, the preliminary proposed idea is developed into a structured concept that is suitable for further design, building, testing, and operation. The structured concept will include identifying specific performance measures, targets, and capabilities associated with performance monitoring and performance management. Key deliverables include:
  - Concept of Operations
  - System Requirements
  - Integrated Complete Trip Deployment Plan
- Phase 2: Design/Build/Test** – up to 24 months. In this phase, the deployment concept is designed in detail, built, and tested prior to operation.
  - System Architecture and System Design Development
  - Application Enhancement and Integration
  - System Deployment
  - Test Planning
  - System Test and Demonstration
- Phase 3: Operate and Evaluate** – minimum of 18 months. In this phase, the tested deployment applications and technologies are placed into operational practice. The impact of the deployment on a set of key performance measures will be monitored and reported on a daily, weekly, and monthly basis. Further, performance and other data supporting a comprehensive assessment of deployment impacts are to be shared with a DOT-identified independent evaluator.

#### 4. VISION, MISSION, AND GOALS OF THE DEPLOYMENT

The Complete Trip - ITS4US Deployment Program has defined the program's vision, mission, and goals

as stated below:

***Vision:*** *Innovative and integrated complete trip deployments to support seamless travel for all users across all modes.*

***Mission:*** *Facilitate the integration and deployment of emerging technologies, along with innovative and replicable, traveler-centric partnerships, business models and practices to foster safe, reliable, spontaneous, independent, and efficient mobility options for all travelers.*

***Goals:*** *The goals of the program are to:*

1. **Spur high-impact integrated complete trip deployments nationwide.** Assist the transportation industry in tackling the difficult challenge of providing complete trips for all travelers nationwide by streamlining and expediting solution development through complete trip deployments. High impact, replicable, integrated solutions developed by complete trip deployments will reduce the cost of future deployments of these critical personal mobility enhancements.
2. **Identify needs and challenges of communities.** Identify the transportation challenges and needs of local communities to support mobility options for all travelers.
3. **Develop and deploy mobility solutions that meet user needs.** Support and encourage communities to take revolutionary steps to integrate advanced technologies into the management and operations of the transportation network. Engage key partners, within the federal government, the research community, stakeholder organizations, and private industry to support development of potential solutions for all travelers.
4. **Measure the impact of integrated deployments.** Quantify and evaluate the impact of the integration of these advanced technologies, strategies, and applications towards achieving safe, reliable, spontaneous, independent, and efficient mobility options for all travelers. Quantified impacts support communication of technology benefits to future deployers and decision makers.
5. **Identify replicable solutions and disseminate lessons learned.** Determine which technologies, strategies, applications, and institutional partnerships demonstrate the most potential to address identified barriers to providing Complete Trips to all travelers in a variety of communities. Disseminate lessons learned from replicable solutions developed by deployment sites to catalyze additional deployment.

## **5. STATEMENT OF WORK**

The following sections delineate the tasks and deliverables required in Phases 2 and 3.

The Recipient's Phase 1 final deliverables, as expressly approved in writing by the DOT under the Recipient's separately awarded Phase 1 contract, are hereby incorporated into this Statement of Work by reference as noted below. Incorporation by reference implies that agreements, processes, quantities, specifications, and other content identified in these named final DOT-approved deliverables are considered binding elements of the Phase 2 and 3 performance, and are incorporated by reference into this Statement of Work, except where specifically identified.

During the period of performance of this agreement, updates to previously DOT- approved Phase 1 deliverables will likely be necessary. If and when an update to a previously DOT-approved Phase 1 deliverable is required herein and/or deemed necessary by the parties, the updated version will be reviewed and, if acceptable, approved by DOT. When expressly approved by DOT in writing, the updated version shall supersede and replace the previous version and be considered officially incorporated into this Statement of Work by reference. No separate formal agreement amendment is needed. The Recipient shall comply with the latest updated version, as expressly approved in writing by the DOT.

The Recipient shall perform the following Phase 2 and 3 activities based on the most recent DOT-accepted version of the final deliverables from the Phase 1 contract where applicable as identified below. In the event that a Phase 1 deliverable, or version update, has not been expressly approved in writing by the DOT, the Recipient shall not perform the relevant Phase 2 and 3 activities until such time as the Phase 1 deliverable, or version update, is expressly approved in writing by the DOT. Costs incurred to perform Phase 2 and 3 tasks, without receipt of written DOT approval of the relevant Phase 1 deliverables or updates, shall be deemed unallowable.

#### Phase 2 Tasks

- 2-A. Program Management
- 2-B. System Architecture and Design
- 2-C. Data Management Planning
- 2-D. Acquisition and Installation Planning
- 2-E. Software Development and Integration
- 2-F. Participant and Staff Training
- 2-G. System Test Planning
- 2-H. Installation and Operational Readiness Testing
- 2-I. Maintenance and Operations Planning
- 2-J. Stakeholder Outreach
- 2-K. Performance Measurement and Independent Evaluation Support
- 2-L. Participation in Standards Development

#### Phase 3 Tasks

- 3-A. Program Management
- 3-B. System Operations and Maintenance
- 3-C. Stakeholder Outreach
- 3-D. Performance Measurement and Independent Evaluation Support
- 3-E. Post-Deployment Transition Planning
- 3-F. Participation in Standards Development

Note 1: All final reports under this agreement will be made publicly available. All publications resulting



from this program shall follow the ITS JPO publication guidelines<sup>1</sup> and comply with the current DOT Public Access Plan on date of award (currently Version 1.1<sup>2</sup>). In addition, data from these efforts are expected to be made widely available where appropriate, also in accordance with the DOT Public Access Plan.

Note 2: The Agreement Officer's Representative (AOR) will supply supporting materials and technical assistance to Recipients during Phases 2 and 3. Technical assistance includes templates for select Phase 2 and 3 deliverables.

Note 3: The Phase 2 activities, tasks, and deliverables described below to carry out Phase 2 do not include infrastructure improvement activities. Infrastructure expenses necessary to facilitate the integration of intelligent infrastructure, vehicle, and control technologies may be allowable if deemed necessary to successfully accomplish the scope of the demonstration.

## PHASE 2 TASKS

### 2-A. PROGRAM MANAGEMENT

Deployment of a successful Complete Trip – ITS4US Deployment concept will require a disciplined approach to manage the execution of the work and make sure the team responsible for deployment delivers the highest quality products on time and within budget. Consistent processes and procedures should be used to ensure quality, timeliness, and cost control. The Recipient shall conduct effective program management activities to include:

- **Scope Management.** This includes ensuring that all required activities are performed and that only required activities are performed. The Recipient should have mechanisms in place for verifying and controlling the overall scope of the deployment.
- **Schedule Management.** This includes managing the timely execution of work activities. A Project Schedule should list all activities required to bring all required work to a successful completion. Successful schedule management should identify how the team will monitor the project schedule and manage changes after a baseline schedule has been approved. Schedule management includes identifying, analyzing, documenting, prioritizing, approving or rejecting, and publishing all schedule-related changes.
- **Communications Management.** This includes the systematic planning, implementing, monitoring, and revision of all the channels of communication within the project partners and with other stakeholders. For the purposes of the deployment program, a partner refers to an organization or individual on the deployment team. A stakeholder refers to an organization or individual potentially impacted by the deployment itself, regardless of whether they are team members (partners) or not. Communications management ensures effective internal team

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<sup>1</sup> [https://www.its.dot.gov/ITSJPO\\_Microsite/styleguide/itsjpo\\_resources.html](https://www.its.dot.gov/ITSJPO_Microsite/styleguide/itsjpo_resources.html)

<sup>2</sup> <https://www.transportation.gov/mission/open/official-dot-public-access-plan-v11>

communications and governance methods, as well as communications with the DOT's Agreement Officer Representative (AOR).

- **Cost Management.** This includes the process of planning and controlling the budget for the deployment. Effective cost management should ensure that any issues with funding surface quickly, before cost overruns can occur.
- **Quality Management.** This includes effectively managing the quality of the products produced, from planning to delivery. Quality management includes procedures to be followed to implement a quality program and provide the DOT with visibility into product quality (e.g., process and product evaluations, record keeping, nonconformance tracking, and reporting channels). Quality management addresses both Quality Control (QC) and Quality Assurance (QA) processes. QC is defined as the monitoring and controlling actions required during a project to ensure that a product – or performed service – adheres to a defined set of quality criteria. QA ensures that the appropriate quality planning and QC mechanisms are defined and utilized to prevent mistakes or defects.
- **Configuration Management.** This includes managing how items to be placed under configuration control are identified, when they are identified, and when they are placed into a configuration control process or system. Configuration management may include establishing a Configuration Control Board (CCB) and include procedures for handling proposed changes to items under configuration control, and the role of the DOT in configuration control.
- **Risk Management.** This includes identifying, prioritizing, and managing program risks in a timely and efficient manner. Risks that may impact the schedule, scope, or costs of activities performed under the program should be identified, documented, and tracked. Plans for mitigating risks should be identified and implemented.

*Project Management Plan (PMP).* The Recipient shall prepare a PMP that describes the activities required to perform the work, applying current PMBOK guidance<sup>3</sup>. The PMP shall explain the roles and responsibilities of all key individuals within the program/project team. At a minimum, the PMP shall contain a Scope Management Plan, a Schedule Management Plan, a Communications Management Plan, a Cost Management Plan, a Quality Management Plan, Configuration Management Plan, and a Risk Management Plan.

The Recipient shall deliver a draft PMP to the DOT. After receiving DOT comments and resolving them, the Recipient shall provide a revised version of the PMP and its related documents. During the course of the deployment, the Recipient may propose modifications to the PMP. Any such modifications shall go through the cycle of draft submission, DOT review and comment, comment resolution, and submission of a revised version. Routine Monthly Project Schedule updates, required as part of the Monthly Progress Reports per Section C.3, are not considered to be modifications to the PMP.

The PMP shall be accompanied by a detailed deployment Project Schedule, considered to be a logical component of the PMP, although it will be a physically separate electronic file. The Project Schedule

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<sup>3</sup> Project Management Institute (2017), A Guide to the Project Management Body of Knowledge, 6th Ed. or later

shall list all activities required to bring all required work to a successful completion and shall contain – at a minimum – three levels of the Work Breakdown Structure (WBS). The Project Schedule should be submitted in Microsoft Project (2007 or later) format.

The Project Schedule shall be updated monthly (see award Section C.3 below). The Project Schedule shall describe the following:

- Name of the work activity;
- Expected start and end dates;
- Name of the individual with the primary responsibility for accomplishing the work;
- Dependencies with other work activities in the Project Schedule;
- All deliverables, procurements, or milestones resulting from the work activity; and
- Percent Work Completed.

*Phase 2 Kickoff Meeting.* Within four weeks after the effective date of the award, representatives from the Recipient's deployment team shall attend a kick-off meeting with the DOT and its representatives to ensure that all parties have a common understanding of the award requirements and expectations. The kickoff meeting is planned as an in-person meeting in Washington, DC. A virtual meeting may replace the in-person kick-off, subject to DOT approval.

*Kickoff Meeting Attendance.* The Recipient shall bring its key personnel identified in C.2.F, or their designees, plus one additional representative as necessary, to this meeting and the AOR will arrange the location, the agenda, and the list of other attendees.

*Kick-off Meeting Travel Costs.* Travel costs to attend the kick-off meeting shall be limited to a maximum of four individuals from the Recipient team unless otherwise approved by the Agreement Officer (AO). Specifically, the DOT requests attendance at the kick-off meeting by the three key personnel identified herein, or their designees, plus one grant/business manager or administrator. A virtual web conference will be made available for remote participation by additional Recipient team members.

*Monthly Progress Reporting.* The Recipient shall provide monthly reporting in accordance with instructions provided in Section C.3 Monthly Reporting (e.g., activity and cost narrative, updated Lessons Learned Logbook, updated monthly project and task schedules, updated risk register), utilizing DOT templates that will be provided at Phase 2 kick-off. Note that monthly reporting is composed of two parts, Part I: Technical Progress and Status Summary, and Part II: Detailed Financial Summary (see Section C.3).

*Lessons Learned Logbook (LLL).* To meet overall program goals, deployment sites are expected to share insights and lessons learned with peers considering or actively deploying similar capabilities. This includes the accommodation of site visits and other activity/products conducted in Task 2-L Outreach. In addition, in this task the Recipient shall maintain a Lessons Learned Logbook (LLL) that captures for each lesson: a succinct title, relevant agreement task (e.g., Task 2-D), a summary of the issue identified, the realized/potential impacts, mitigating action(s) taken, and results identified (to date). The LLL shall be updated monthly, in accordance with Section C.3 Monthly Reporting.

*Bi-Weekly Deployment Teleconferences.* The DOT requires the Recipient to organize and participate in a site-specific bi-weekly deployment coordination teleconference with the AOR and federal team members to review work in progress, identify issues and risks, and coordinate technical assistance. At a minimum, the site key personnel and other relevant team members as appropriate for topic discussions should participate in these meetings.

*Monthly All-Sites Coordination Teleconferences.* To assist in coordination across sites and encourage collaboration among deployment sites, the Recipient shall have a minimum of one representative participate in a monthly all-site coordination teleconference to be conducted with all Phase 2 and Phase 3 Recipients.

*Roundtable Participation.* The Recipient shall have a minimum of one representative participate in up to five periodic roundtable meetings involving site representatives and federal staff organized around specific topics. The DOT envisions the three current Phase 1 roundtables (i.e., Technical, Outreach, and Performance Measures & Human Use Approval) continuing as appropriate to the nature of Phase 2. Up to two other roundtables (total) may be established on additional topics, as needed.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-A:*

- Phase 1 Project Management Plan (Final).

**Phase 2, Task 2-A Required Deliverables**

- Phase 2 Kick-off Meeting
- Draft Project Management Plan (PMP)
- Revised PMP (as required)
- Monthly Progress Report Part I: Technical Progress and Status Summary
- Monthly Progress Report Part II: Detailed Financial Summary
- Participation in site-specific bi-weekly coordination teleconferences
- Participation monthly all-site coordination teleconferences
- Participation in periodic roundtable teleconferences

**2-B. SYSTEM ARCHITECTURE AND DESIGN**

This task area builds on systems engineering work conducted in Phase 1 and documented in key Phase 1 deliverables, including the Concept of Operations (ConOps), System Requirements Specification (SyRS), Systems Engineering Management Plan (SEMP), and Integrated Complete Trip Deployment Plan (ICTDP). The objective of this task is to first develop a well-structured architecture for the site deployment concept; and second to prepare a detailed design based on that architecture that embodies the deployment concept.

*Systems Architecture Document (SAD).* The Recipient shall develop and maintain a Systems Architecture Document (SAD), with a Standards Plan (appended to the SAD) and Interface Control Document section,

to describe the architecture for systems associated with the deployment and associated standards that will be used.

IEEE Standard 42010-2011 (IEEE Recommended Practice for Software Architecture Descriptions) includes guidelines for format and content to develop a SAD, and should cover:

- Enterprise Architecture. Describes the relationships between organizations required to support the overall system architecture.
- Functional Architecture. Describes abstract functional elements (processes) and their logical interactions (data flows) that satisfy the system requirements.
- Physical Architecture. Describes physical objects (systems and devices) and their application objects as well as the high-level interfaces between those physical objects.
- Communications Architecture. Describes the communications protocols between application objects.

The National ITS Architecture<sup>4</sup> is a mature architecture that provides a common framework for the ITS community to plan, define, and integrate ITS solutions.

Recipients shall utilize the National ITS Architecture as well as published and in- development ITS standards as a part of site efforts to develop and deploy interoperable, extensible capabilities. Variances from the National ITS Architecture and ITS Standards shall be documented and subject to DOT review and approval.

The SAD shall include a Standards Plan and Interface Control Document that identifies the nature of required interfaces to other systems, which should be defined to utilize existing networking or other standards when available. In following the systems engineering process, the Recipient shall identify information exchange needs and/or use cases in the Interface Control Document section. To the extent that such exchanges are supported by standards, the Recipient should catalog applicable standards that will be used. Where new standards are needed, these needs should be fully documented in the Standards Plan. To support nationwide deployment of Complete Trip – ITS4US applications and capabilities, the Recipient shall use existing standards, architectures, and certification processes whenever viable, and document those cases where such use is not viable. To provide information required to refine ITS architecture and standards in support of nationwide deployment, the Recipient shall also document their experiences and cooperate with architecture and standards developers to improve the quality of these products based on lessons learned in deployment (see Task 2-L).

After the delivery of the draft SAD, the Recipient will conduct a System Architecture Walkthrough (see IEEE Standard 1028-2008) within or near the deployment site (as well as a web conference or remote participation capability) with the AOR and federal team members in the Washington DC metro area (including a Walkthrough Workbook to structure and expedite the Walkthrough process) to demonstrate the completeness and technical soundness of the architectural approach. A minimum of two full working days shall be allocated to this Walkthrough. In response to DOT comments (both written comments

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<sup>4</sup> [https://ops.fhwa.dot.gov/its\\_arch\\_imp/asflyer.htm](https://ops.fhwa.dot.gov/its_arch_imp/asflyer.htm)

provided prior to the Walkthrough and verbal comments provided during the Walkthrough), the Recipient will submit a revised SAD and an accompanying comment resolution report. Based on DOT review of the revised document, the Recipient will deliver a final SAD.

The System Architecture Walkthrough is planned as an in-person meeting in Washington, DC. A virtual meeting may replace the in-person walkthrough, subject to DOT approval.

Walkthrough Travel Note: Travel costs to attend the Walkthrough meeting shall be limited to a maximum of four individuals from the Recipient team unless otherwise approved by the AO. Specifically, the DOT requests attendance at the walkthrough by the three key personnel identified in C.2.F, or their designees, plus one additional representative, as needed. A webinar will be made available for remote participation by additional Recipient team members.

*Systems Design Document (SDD).* Based on the SyRS and the SAD, a system design is created describing the full scope of the system. Subsystems of the system are identified and decomposed further into components. Requirements are allocated to the system components, and interfaces are specified in detail. Detailed specifications are created for the hardware and software components to be developed, and final product selections are made for off-the-shelf components. IEEE Standard 1016-2009 (IEEE Recommended Practice for Software Design Descriptions) includes guidelines for format and content to develop a SDD.

After the delivery of the draft SDD, the Recipient will host and conduct a System Design Walkthrough (see IEEE Standard 1028-2008) within or near the deployment site (as well as a web conference or remote participation capability) with the AOR, federal team members, and other key stakeholders that have participated in the ConOps and System Requirements walkthroughs, to demonstrate the completeness and technical soundness of the system design (including a Walkthrough Workbook to structure and expedite the Walkthrough process). A minimum of two full working days shall be allocated to this Walkthrough. In response to DOT comments (both written comments provided prior to the Walkthrough and verbal comments provided during the Walkthrough), the Recipient will submit a revised SDD and an accompanying comment resolution report. Based on DOT review of the revised SDD, the Recipient will deliver a final SDD.

The System Design Walkthrough is planned as an in-person meeting within or near the deployment site(s). A virtual meeting may replace the in-person walkthrough, subject to DOT approval.

When the SDD is complete, the Recipient will deliver updated versions of Phase 1 deliverable, as needed. At a minimum, these updates will include: ConOps, SyRS, and ICTDP.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-B:*

- Phase 1 Concept of Operations (Final)
- Phase 1 System Requirements Specification (Final)
- Phase 1 Integrated Complete Trip Deployment Plan (Final)

**Phase 2, Task 2-B Required Deliverables**

- Draft Systems Architecture Document (SAD)
- Systems Architecture Walkthrough and Workbook (Held in DC metro area)
- Revised SAD with Comment Resolution Report
- Final Systems Architecture Document
- Draft Systems Design Document (SDD)
- Systems Design Walkthrough and Workbook (Held at deployment site)
- Revised SDD with Comment Resolution Report
- Final Systems Design Document
- Updated Phase 1 Deliverables, at a minimum:
  - Revised Concept of Operations
  - Revised Systems Requirements
  - Revised Integrated Complete Trip Deployment Plan

**2-C. DATA MANAGEMENT PLANNING**

In this task, the Recipient shall develop a Data Privacy Plan (DPP), a Privacy Management Plan, and a Phase 2 Data Management Plan (DMP). Together, these plans document how data will be collected, integrated, managed, and disseminated during Phase 2 and Phase 3. This includes real-time and archived data (specifically identifying data to be publicly shared) in systems managed by the Recipient and its partners. Note that the DPP and DMP are deliverables under this agreement, while the Privacy Management Plan is not (see below). When developing the DPP and DMP, Recipients shall review the DOT's current Privacy Policy<sup>5</sup> and Public Access Plan<sup>6</sup> to ensure information in both reports is included where appropriate in the DPP and DMP.

*Data Privacy Plan (DPP).* Improper handling of Personally Identifiable Information (PII) or Sensitive Personally Identifiable Information (SPII) by a Recipient could have significant adverse impacts on the privacy of individuals. For this reason, DOT is committed to ensuring that the Recipient institutes sufficient data privacy controls to mitigate the risk of harm to individuals that would result in the improper handling or disclosure of the PII and SPII collected from individuals in connection with a DOT-funded deployment project.

The DPP should be consistent with the Phase 1 ConOps, the Phase 1 Human Use Approval Summary (HUAS), and Phase 1 DMP – any variances shall be identified and highlighted for DOT review. If DOT approves any variances, these variances shall be incorporated into updated Phase 1 documentation, as required.

The Recipient shall deliver a draft DPP to the DOT for review. The Recipient shall prepare a revised

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<sup>5</sup> <https://www.transportation.gov/individuals/privacy/dot-privacy-policy>

<sup>6</sup> <https://www.transportation.gov/mission/open/official-dot-public-access-plan-v11>

DPP in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT approval of the revised DPP and comment resolution report, the Recipient shall deliver a final DPP.

*Privacy Management Plan.* The DPP informs an overall Privacy Management Plan, prepared by the Recipient to be in accordance with relevant state and local laws for the deployment location(s). Note that the DPP should NOT address state and local laws, and the Privacy Management Plan details those state and local considerations and includes the plan to adhere to these state and local laws.

**Note:** The Privacy Management Plan is not a deliverable under this agreement. The Recipient is responsible only for submitting a Notice of Privacy Management Consistency (a one-page letter) to DOT that a Privacy Management Plan has been completed prior to the finalization of the Data Privacy Plan.

*Phase 2 Data Management Plan (DMP).* Building from the Phase 1 DMP, the Phase 2 DMP serves as an operational guide for managing data collectively as a strategic asset, and, subject to applicable privacy, security, and other safeguards, making data available to enable transparent system performance measurement, support independent evaluation, and fuel entrepreneurship, innovation, and economic development. The Phase 2 DMP shall document the flow of data from generation through its use to applications in the deployment, including, but not limited to:

- Data sources and destinations,
- Volume of data flow,
- Contents of data flow,
- Communications medium involved, and
- Long term storage plans.

The plan shall describe all data collection activities. Further, the plan shall assess the variety, volume, and velocity (frequency of collection) of deployment-related data that can be accommodated, in order to ensure the end-to-end delivery of data to all identified recipients/users/systems. The plan shall establish consistent and systematic quality control procedures.

**Note:** Automated data checking routines developed under this agreement shall be identified in the software development schedule. These routines should be included in the list of products/capabilities considered for release under an open-source license (see Task 2-E).

The Phase 2 DMP is intended to provide clear operational procedures consistent with data-related elements of multiple deliverables, including, but not limited to:

- Data Privacy Plan;
- Phase 1 ConOps, which includes a Privacy Operational Concept;
- Phase 1 Performance Measurement and Evaluation Support Plan (PMESP), which describes Field Data Collection, any data sharing associated with support to an Independent Evaluator, and includes a Data Sharing Framework (see below);
- Phase 1 SyRS, which includes Data Sharing Requirements; and



- Phase 1 HUAS, which includes feedback from an Institutional Research Board (IRB) related to participant data collection and use.

*Data Sharing Framework (a sub-element of the DMP).* Data identified for sharing (summarized in the Phase 1 ICTDP) require a practical Data Sharing Framework enabling the progress of data from collection to processing and documentation to public-facing repository. Data sharing is subject to the protection of intellectual property rights and personal privacy and must be handled securely.

Appropriately prepared system control, performance, and evaluation data, stripped of PII, are expected to be made available to the DOT and posted in timely fashion on public-facing resources, freely available to the public and research community. The DOT envisions that this data sharing capability will support the needs of ITS researchers and developers while encouraging nationwide deployment replicability by reducing costs and encouraging innovation. Hence, in the DMP, the Recipient shall identify all appropriate data and processes (including privacy-related processes) to be utilized in data processing within the Data Sharing Framework. Note that all data made available on public-facing resources must adhere to guidelines on preparation for submission and accompanying metadata determined by DOT (currently DOT Public Access Plan v1.1, see footnote #6).

Note that Task 2-C is related to data management planning only. Tasks related to the performance and execution of data collection and data sharing activities, in accordance with the approved DPP and DMP, are included under Tasks 2-H, 2-K, 3-B and 3-D of this Statement of Work.

The Recipient shall deliver a draft DMP to the DOT for review. The Recipient shall prepare a revised DMP in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised DMP, the Recipient will deliver a final DMP.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-C:*

- Phase 1 Concept of Operations (Final)
- Phase 1 Performance Measurement and Evaluation Support Plan (Final)
- Phase 1 System Requirement Specification (Final)
- Phase 1 Human Use Approval Summary (Final)
- Phase 1 Data Management Plan (Final)

#### **Phase 2, Task 2-C Required Deliverables**

- Draft Data Privacy Plan (DPP)
- Revised DPP with Comment Resolution Report
- Final Data Privacy Plan (DPP)
- Notice of Privacy Management Consistency
- Draft Phase 2 Data Management Plan (DMP)
- Revised Phase 2 DMP with Comment Resolution Report
- Final Phase 2 Data Management Plan (DMP)

**2-D. ACQUISITION AND INSTALLATION PLANNING**

This task area covers planning for the acquisition, configuration, and installation of all in- vehicle, roadside, mobile device, center, and other equipment, software and supporting capabilities required to design, build, integrate, and test the designed system. The phrase “other equipment, software, and supporting capabilities” includes Commercial Off-the-Shelf (COTS) and Modifiable Off-the-Shelf (MOTS) software capabilities obtained from vendors and not explicitly covered under partner-developed Task 2-E (Software Development and Integration).

*Comprehensive Acquisition Plan (CAP).* The Recipient shall develop a Comprehensive Acquisition Plan (CAP) that identifies the type and number of devices, equipment, and software-based capabilities to be acquired. The Plan shall have one section for vehicles and in-vehicle equipment, one for roadside equipment, one for mobile devices, one for operations/management center equipment/capabilities, and one for other equipment and supporting capabilities. The CAP shall provide an overview of the proposed acquisition approach that includes an assessment of time-to-procure relative to the overall deployment schedule. The CAP shall include a plan to engage and inform prospective vendors over time in case of changes to requirements, quantities, and delivery timelines.

In addition, for each identified type of equipment, the CAP shall include, at a minimum:

- A description of the item,
- Reference(s) to relevant requirements and specifications derived from the SDD,
- Note any/all certification requirements,
- Describe the method of acquisition, and
- Potential vendors/suppliers.

The DOT understands that there could be substantially different acquisition schedules depending on the nature and type of equipment/capability being acquired. The CAP is intended to document the process and provide assurance that this process is systematic, orderly, and well-documented. Individual item/capability acquisition is not subject to DOT approval prior to acquisition.

The Recipient shall deliver a draft CAP to the DOT for review. The Recipient shall prepare a revised CAP in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised CAP, the Recipient shall deliver a final CAP.

*Comprehensive Installation Plan (CIP).* The Recipient shall develop a Comprehensive Installation Plan (CIP) that incorporates the CAP and further identifies the types and number of equipment required to be configured and installed. Note that the installation of infrastructure related elements must adhere and be consistent with state and local standards and installation approval procedures. The CIP shall have one section for vehicles and in-vehicle equipment, one for roadside equipment, one for mobile devices, one for management center equipment/capabilities, and one for software and other supporting capabilities. The CIP shall provide an overview of the supplier base and procurement method(s), a high-level plan for inventory and configuration management, a high-level initial installation schedule, and one or more high-level installation plan(s).

In addition, for each identified type of equipment, the CIP shall identify:

- Supplier(s),
- Inventory control method(s),
- Required configuration or pre-installation modifications,
- Pre- and post-installation inspection procedures,
- Detailed installation procedures,
- QA/QC and maintenance processes (with identified responsible parties),
- A preliminary, high-level installation schedule,
- Hardware/software configuration control processes, and
- Spare parts/warranty contingency plans.

The Recipient shall deliver a draft CIP to the DOT for review. The Recipient shall prepare a revised CIP in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised CIP, the Recipient will deliver a final CIP.

#### **Phase 2, Task 2-D Required Deliverables**

- Draft Comprehensive Acquisition Plan (CAP)
- Revised CAP with Comment Resolution Report
- Final Comprehensive Acquisition Plan
- Draft Comprehensive Installation Plan (CIP)
- Revised CIP with Comment Resolution Report
- Final Comprehensive Installation Plan

#### **2-E. SOFTWARE DEVELOPMENT AND INTEGRATION**

This task covers all non-COTS/MOTS software development efforts conducted under this award to support or create applications, integrate deployment functions, or enable testing at the system (or sub-system) level. Note that COTS and MOTS capabilities obtained from vendors are tracked separately under Task 2-D (Acquisition and Installation Planning). When considered together, all required software development for the deployment should be reflected in Task 2-D and 2-E. This task specifically addresses non-COTS/MOTS software development as well as all software integration activity (COTS/MOTS and non-COTS/MOTS). Task 2-E includes the documentation of all technical, cost, and schedule considerations and other risks associated with software integration. Note that Task 2-E includes both the planning and execution of software development activity in Phase 2.

While some Task 2-E software development activities may have to wait until the system design work is complete, some activity may be initiated earlier in Phase 2. Given uncertainties in schedule and cost estimation associated with software development, managing these software activities is a critical action to mitigate risks with respect to overall deployment technical, schedule, and cost management.

*Software Development Schedule (SDS).* The Recipient shall prepare an initial Software Development Schedule (SDS) that identifies the work breakdown structure (noting all dependencies among activities)

required to make all Task 2-E capabilities deployment-ready (see Section .3). This includes, but is not limited to the following software capabilities:

- the development/enhancement of individual applications or modules to meet deployment-specific needs;
- the integration of applications, services, and technologies in a synergistic collection (e.g., “bundle”),
- the management of data, safety, performance measurement, or other requirements;
- planning for user testing and engagement;
- interfacing (as required) with security and credential/user authentication systems;
- testing at sub-system or system levels;
- interfacing with existing legacy systems;
- the development of software staging area and architectures;
- the adaptation and application of Continuous Integration (CI) systems (if any) to automate software releases and system deployment;
- optimization of code and refactoring; and
- development of documentation.

The initial SDS shall include a software testing schedule within the *Updated Project Schedule* or as an additional worksheet in the *Updated Risk Register* and report progress against these tests as an element of updated SDS submittals. The software testing is a component of and is consistent with the overall system testing. The Recipient shall deliver an initial draft SDS to the AOR for review and approval. The Recipient shall provide progress as a minimum monthly update to the SDS.

*Monthly SDS Update.* The Recipient shall prepare monthly updates to the SDS in response to DOT comments on format and content, as well as to document progress against plan and track risks/issues (see Section C.3). The updated SDS will be accompanied by any/all technical issues/risks with any/all mitigation actions taken since the last update in the *Updated Risk Register*. Monthly schedule and risk updates are expected to be delivered from the time that this task is initiated until the end of Phase 2.

*Open-Source Software and Supporting Documentation.* Per the SEMP and ICTDP documents, identified open source software and supporting documentation to be provided in this task shall be identified as deliverables/milestones within the SDS. Publicly posting all identified open source code and supporting documentation is a deliverable in this task.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-E:*

- Phase 1 Systems Engineering Management Plan (Final)
- Phase 1 System Requirements Specification (SyRS) Document (Final)
- Phase 1 Integrated Complete Trip Deployment Plan (Final)

#### **Phase 2, Task 2-E Required Deliverables**

- Initial Software Development Schedule (SDS)
- SDS Update with Progress/Risk Summary

- Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- Open Source Software and Supporting Documentation (per the SDS)

## **2-F. PARTICIPANT AND STAFF TRAINING**

In this task, relevant participants, operators, installers, maintenance staff, and other personnel are trained to install, interact with, operate, maintain, and/or repair the deployed system. This activity is guided by the Participant Training and Stakeholder Education Plan (PTSEP) prepared in Phase 1. This includes the development and/or acquisition of recruitment and training materials, recruiting, and the delivery of training to all required personnel – and approval, as required per the Phase 1 HUAS. Some training activities will be dependent on the completion of the system design and/or installation planning activities; others will not be dependent. Some training activities will be related to applications and some to core functions. An update to the PTSEP may be required as an initial step in this task.

**Note:** Recruitment *cannot be initiated* without human use approval obtained through an IRB per the approved Phase 1 HUAS. Per the processes identified in the HUAS, the Recipient will submit documentation assessing to the completion of this requirement in this task prior to the initiation of any recruitment activity.

*Training Implementation Schedule (TIS).* In this task, a work breakdown structure (see Section C.3) of activities required to implement the PTSEP in Phase 2 is created and documented in a Training Implementation Schedule (TIS). The Recipient shall deliver an initial draft TIS to the AOR for review and approval. The Recipient shall provide progress as a (minimum) monthly update to the TIS.

*Monthly TIS Update.* The Recipient shall prepare monthly updates to the TIS in response to DOT comments on format and content, as well as to document progress against plan, and track risks/issues (see Section C.3). The updated TIS shall include any technical issues/risks with mitigation actions taken since the last update in the *Updated Risk Register* (see Section C.3). Monthly schedule and risk updates are to be delivered from the time that this task is initiated until the end of Phase 2.

As a part of the monthly TIS update, the Recipient shall include a worksheet within the *Updated Risk Register* that reports the status of training implemented by the progress report date by group and subgroup specified in the PTSEP.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-F:*

- Phase 1 Participant Training and Stakeholder Education Plan (Final)
- Phase 1 Human Use Approval Summary (Final)

### **Phase 2, Task 2-F Required Deliverables**

- Initial Training Implementation Schedule (TIS)

- TIS Update with Progress/Risk Summary
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- Training Materials (Initial and Updates, as specified in the PTSEP and TIS)
- Human Use Approval Confirmation Materials (per the HUAS)

## **2-G. SYSTEM TEST PLANNING**

Operational readiness is established with a comprehensive set of *tests* and supporting *demonstrations* to be designed and conducted by the Recipient. In this task, the Recipient creates a comprehensive Operational Readiness Plan (ORP) that describes both tests and demonstrations. When all testing is satisfactorily completed and all demonstrations are suitably successful, the deployment can be considered ready to move into an operational phase (*see Paragraph 6, Approval to Proceed to Phase 3.*). Results from operational readiness tests shall be documented and reported to DOT in Task 2-H.

*Testing.* The Recipient will plan a set of relevant tests to verify that the system performs according to the documented System Requirements. These tests are documented in the System Test Plan (STP). Additional tests may be needed to support the assessment of operational readiness. These tests are documented in the Operational Readiness Test Plan (ORTP), a sub-element of the ORP.

*Demonstrations.* The Recipient will plan a set of demonstrations to show that the system performs as expected in key use cases/scenarios. Demonstrations are documented in the Operational Readiness Demonstration Plan (ORDP), a sub-element of the ORP. Demonstrations are differentiated from tests in that they are intended to exhibit a set of selected integrated, end-to-end system capabilities central to the deployment concept of operations (e.g., key use cases). Select demonstrations may be conducted as a live, real-time activity for the AOR and federal team wherein success and failure of the demonstration are directly observable.

*System Test Plan (STP).* In this task, the Recipient shall document their approach to verifying their system meets its requirements and validate that it meets its user needs within a System Test Plan (STP). The STP shall define their system test strategy, describing the flow of testing from Unit Testing to Subsystem, Integration, and full System Acceptance Testing. Each of these phases of testing shall have a high-level overview of the types of testing that will be accomplished in each phase. The types of testing would include, but are not limited to, functional testing, performance testing, security testing, and end user testing/demonstrations. Each phase shall also include a schedule showing when these phases will be accomplished and any interdependencies between activities in each phase. The Recipient will also document what specific test plans, test cases, and test procedures will be documented for each test phase and where that documentation will be maintained. The STP shall discuss the overall test processes within the program including how test failures are handled; how regression testing is accomplished; how deficiencies/defects are handled and reported; and how the test results, in this case the results from Unit, Subsystem, Integration and System Acceptance testing, and progress against the test schedule are reported. Finally, the STP shall include a Requirements Traceability Matrix (RTM) that shows the traceability between every system requirement, its test verification method (e.g., Inspection, Demonstration, Analysis, or Test), and the specific test case(s) that it will be verified in.

*Operational Readiness Concept Briefing.* The Recipient shall develop an Operational Readiness Concept Briefing, which outlines the aspects of the deployment to be considered in the assessment of operational readiness and later documented in the ORP. This includes comprehensive systems engineering considerations (i.e., unit, subsystem, integration, and system acceptance testing identified in the STP) as well as assessments of whether the deployment can operate safely and securely, whether staff and participants are suitably trained, human use approval has been obtained for all deployment participants, institutional and financial arrangements have been finalized, and whether the impact of the deployment can be discerned, measured, and reported. The briefing will be held in the Washington, DC metro area (also available for remote participants through a web conferencing capability). A (completely) virtual briefing may replace the in-person briefing, subject to DOT approval. The briefing shall include a preliminary list of proposed demonstrations. Demonstrations must cover, at a minimum:

- Key use cases illustrating the capability of the system to perform in accordance with the Phase 1 ConOps,
- Safety-focused demonstration elements,
- Privacy-focused demonstration elements,
- Performance measurement and evaluation support demonstration elements
- Institutional coordination and successful execution of governance frameworks, management processes, and financial arrangements, and
- Maintenance-oriented demonstration elements.

Operational Readiness Concept Briefing Note: Travel costs to attend the briefing shall be limited to a maximum of four individuals from the Recipient team unless otherwise approved by the AO.

Specifically, the DOT requests attendance at the briefing by the three key personnel identified in F.2.F, or their designees, plus one additional representative as necessary. Web conferencing will be made available for remote participation by additional Recipient team members.

*Operational Readiness Plan (ORP).* The Recipient shall incorporate discussion and/or written comments from the readiness concept briefing in a draft ORP, with one section regarding tests (ORTP) and a second section describing demonstrations (ORDP).

The ORTP will incorporate (at a minimum) the following elements for each test:

- Test Descriptions. Test Descriptions shall include written descriptions of the individual verification and validation processes that will occur as part of the effort to ensure that the system was built correctly and that the correct system was built. Test descriptions shall contain links to documented System Requirement(s). The document should include a requirements-to-test procedure matrix that shows the test coverage relationship among the tests and the requirements. Every requirement shall have at least one test case associated with it and each test case should have at least one requirement associated with it when both System Test Plan and ORTP are considered.
- Test Cases. Each test case shall include a set of test inputs, execution conditions, and expected results developed for a particular objective, such as to exercise a particular path within a system

or a software application or to verify compliance with a specific requirement or set of requirements. Note that test cases shall incorporate users identified in Phase 1.

- Test Procedures. Test procedures shall detail exactly how one verifies and validates that the component of the system examined actually functions as intended and as desired. If test data are going to be used as part of the verification and validation process in this step, the test procedures shall also detail how one will determine that the system actually performed the correct transformations on the data entered. Verification can use inspection, test, demonstration, and analysis but must be identified in each test.
- Test Data. Test Data shall include scripts used to execute software operations, data that must be entered by someone as part of the process of verification and validation of the system and its component integration, or a description of what system-generated data will flow through different components of the system to accomplish a system function.
- Test Results. Documents that describe the results of each test conducted. The ORTP will also describe how test results will be summarized and documented across all tests and delivered to DOT in Task 2-H.
- Test Failure Remediation. This section describes the actions to be taken in the event of a failed test.
- Schedule. This section shall describe the schedule for conducting the operational readiness tests and any interdependencies between the different test cases.

The ORDP will incorporate (at a minimum) the following elements (adapted for the aspect of deployment readiness testing) for each demonstration:

- Demonstration Descriptions. The descriptions identify the objective, general location, participants, equipment, and actions to be taken within the demonstration to illustrate the successful deployment of key use cases.
- Demonstration Procedures. Procedures describe the sequence of events expected to be demonstrated and observable validation criteria associated with the overall purpose of the demonstration.
- Demonstration Data. Demonstration data are collected before, during, or after the demonstration to support the observable demonstration validation criteria related to demonstration success (e.g., pass or fail).
- Demonstration Results. Documents that capture the results of each demonstration conducted. The ORDP will also describe how demonstration results will be summarized and documented across all demonstrations and delivered to DOT in Task 2-H.

*Operational Readiness Plan Walkthrough.* After the delivery of the draft ORP, the Recipient shall conduct an Operational Readiness Plan Walkthrough in the Washington, DC metro area to demonstrate the completeness and technical soundness of the plan (including preparing a Walkthrough Workbook to structure and expedite the Walkthrough process). A (completely) virtual meeting may replace the in-person meeting, subject to DOT approval.

In response to DOT comments (both written comments provided prior to the Walkthrough and verbal comments provided during the Walkthrough), the Recipient will submit a revised ORP and an



accompanying comment resolution report. Based on DOT review of the revised ORP, the Recipient will deliver a final ORP.

Walkthrough Travel Note: Travel costs to attend the Walkthrough shall be limited to a maximum of four individuals from the Recipient team unless otherwise approved by the AO. Specifically, the DOT requests attendance at the walkthrough meeting by the three key personnel identified in C.2.F, or their designees, plus one additional representative as necessary. A web conference will be made available by DOT for remote participation by additional Recipient team members.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-G:*

- Phase 1 Concept of Operations (Final),
- Phase 1 Safety Management Plan (Final),
- Phase 1 System Requirements Document (Final),
- Phase 1 Performance Measurement and Evaluation Support Plan, and
- Phase 1 Institutional, Partnership, and Financial Plan (Final).

#### **Phase 2, Task 2-G Required Deliverables**

- Draft System Test Plan
- Revised System Test Plan with Comment Resolution Report
- Final System Test Plan
- Operational Readiness Concept Briefing (Held in DC metro area)
- Draft Operational Readiness Plan (ORP)
- ORP Walkthrough and Workbook (Held in DC metro area)
- Revised ORP with Comment Resolution Report
- Final Operational Readiness Plan (ORP)

## **2-H. INSTALLATION AND OPERATIONAL READINESS TESTING**

The Recipient shall install equipment according to the CIP in Task 2-D and operational readiness is established according to the ORP in Task 2-G.

*Installation and Operational Readiness Schedule (IORS).* In this task, a work breakdown structure (see Section C.3) of activities (and dependencies) required to implement the CIP and ORP is created and documented in an initial Installation and Operational Readiness Schedule (IORS). The initial draft IORS shall be submitted to the AOR for review and approval. The Recipient shall provide progress as a (minimum) monthly update to the IORS.

*Monthly IORS Update.* The Recipient shall prepare monthly updates to the IORS in response to DOT comments on format and content, as well as to document progress against plan, and track risks/issues (see Section C.3). The updated IORS shall include any/all technical issues/risks with any/all mitigation actions taken since the last update in the *Updated Risk Register* (see Section C.3). Monthly schedule and risk updates are expected to be delivered from the time that this task is initiated until the end of Phase 2.

As a part of the monthly IORS update, the Recipient shall include a worksheet within the *Updated Risk Register* that reports the numbers of participants, vehicles, mobile devices, service area dimensions, roadside/wayside infrastructure elements, and other relevant countable deployment elements envisioned as a part of *at-scale* deployment (as documented in the Phase 1 ICTDP). *At-scale* here refers to the scope of the deployment when fully deployed and operational – levels intended to be maintained as a part of a sustained deployment for a minimum of five years beyond the end of Phase 3.

*System Test Results Summary (STRS).* Prior to start of Operational Readiness Testing, the Recipient shall deliver the System Test Results Summary (STRS). The STRS shall provide the summary of test results from the testing outlined in the STP, which should include the pass/fail status of the tests conducted in each phase (Unit, Subsystem, Integration, and System Acceptance), number of defects found, and number of defects resolved. The STRS shall also note any open defects, the severity/impact of those defects on the system, and the timeframe for when they will be resolved.

*Test Results Summary Documentation and Operational Readiness Demonstrations.* After completion of the Operational Readiness Tests, the test results will be documented and reported according to the processes identified in the ORP. Demonstrations will be scheduled in conjunction with the AOR and key federal staff. Demonstrations will be conducted and documented per the processes identified in the ORP.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-H:*

- Phase 1 Integrated Complete Trip Deployment Plan (Final)

#### **Phase 2, Task 2-H Required Deliverables**

- Installation and Operational Readiness Testing Schedule (IORS)
- IORS Updated with Progress/Risk Summary
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- System Test Results Summary (STRS) (per the STS)
- Test Results Summary Documentation (per the ORP)
- Operational Readiness Demonstrations (per the ORP)

## **2-I. MAINTENANCE AND OPERATIONS PLANNING**

This task area covers planning for the operations and maintenance of all in-vehicle, roadside, mobile device, center, and other equipment and supporting capabilities required in the deployed system.

*Comprehensive Maintenance and Operations Plan (CMOP).* The Recipient shall develop a Comprehensive Maintenance and Operations Plan (CMOP) that identifies the types and number of equipment required to be maintained. Further, this document shall summarize key operational methods and procedures that ensure safe and efficient operations in Phase 3, incorporating as required, elements from the Phase 1 Safety Management Plan. The CMOP shall have one section for operations and one

section for maintenance. The maintenance section shall be further divided into sub-sections as applicable, one for vehicles and in-vehicle equipment, one for roadside equipment, one for mobile devices, one for management center equipment, and one for other equipment and supporting capabilities. The CMOP shall provide an overview of the proposed operational methods and processes, a high-level maintenance approach, as well as a high-level plan for inventory and configuration management. The CMOP shall include a description of the required elements of a maintenance-focused demonstration to be included as part of the ORP (Task 2-G).

In addition, for each identified type of equipment, the CMOP shall identify:

- Routine maintenance requirements/schedules,
- Inspection procedures,
- Maintenance/replacement procedures and anticipated timeline (and responsible entities),
- QA/QC processes,
- Hardware/software configuration control processes,
- Recall processes, and
- Spare parts/warranty contingency plans.

The Recipient shall deliver a draft CMOP to the DOT for review. The Recipient shall prepare a revised CMOP in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised CMOP, the Recipient will deliver a final CMOP.

#### **Phase 2, Task 2-I Required Deliverables**

- Draft Comprehensive Maintenance and Operations Plan (CMOP)
- Revised CMOP with Comment Resolution Report
- Final CMOP

## **2-J.STAKEHOLDER OUTREACH**

*Phase 2 Outreach Plan.* At the start of this task, the Recipient will revise the Phase 1 Outreach Plan and update (as needed) throughout Phase 2. Stakeholder Outreach activity in Phase 2 and 3 is guided by the Phase 2 Outreach Plan. This includes, for example, the development and/or acquisition of awareness campaigns, web/social media content, trade show and conference materials, and other supporting materials intended to inform and engage stakeholders and the general public. In addition, this task is intended to cover all outreach events held for stakeholders in Phase 2 at the deployment site and the management of requests for site visits by the media, researchers, and other visitors. Some outreach activities will be dependent on progress made in deploying the system; others will not be dependent.

The Recipient shall deliver a draft Phase 2 Outreach Plan to the DOT for review. The Recipient shall prepare a revised Phase 2 Outreach Plan in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised Phase 2 Outreach Plan, the Recipient will deliver a final Phase 2 Outreach Plan.

*Outreach Implementation Schedule (OIS).* Based on the revised/updated Phase 2 Outreach Plan, the

Recipient shall create and document in an Outreach Implementation Schedule (OIS), a work breakdown structure (see Section C.3) of activities required to implement the Phase 2 Outreach Plan. The Recipient shall deliver an initial draft OIS to the AOR for review and approval. The Recipient shall provide progress as a (minimum) monthly update to the OIS.

*Monthly OIS Update.* The Recipient shall prepare monthly updates to the OIS in response to DOT comments on format and content, as well as to document progress against plan, and track risks/issues (see Section C.3). The updated OIS will include technical issues/risks with mitigation actions taken since the last update in the *Updated Risk Register*. Monthly schedule and risk updates are expected to be delivered from the time that this task is initiated until the end of Phase 2.

Travel Costs Note: The Recipient shall not incur travel costs under this task without the written prior approval from the AO. The Recipient shall document planned and conducted travel in the Phase 2 Outreach Plan.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-J:*

- Phase 1 Outreach Plan (Final)

#### **Phase 2, Task 2-J Required Deliverables**

- Draft Phase 2 Outreach Plan
- Revised Phase 2 Outreach Plan with Comment Resolution Report
- Final Phase 2 Outreach Plan
- Initial Outreach Implementation Schedule (OIS)
- OIS Updated with Progress/Risk Summary
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- Outreach Materials (as specified in the Phase 2 Outreach Plan and OIS)

## **2-K. PERFORMANCE MEASUREMENT AND INDEPENDENT EVALUATION SUPPORT**

In this task, the Recipient collects, processes, and distributes data and performance reports according to the Phase 1 PMESP and to support an Independent Evaluation effort. The collection, processing, quality control, and transfer of data from the deployment site in support of performance measurement and evaluation is documented within the current DMP (itself consistent with the PMESP).

The focus of activity in this Phase 2 task relates to establishing working end-to-end data collection and processing capabilities, and the collection and processing of baseline (“BEFORE”) data to support performance measurement activities. As appropriate and directed by DOT, the Recipient shall coordinate with the Independent Evaluator and facilitate independent evaluator communication with Recipient and stakeholders.

In addition, in this task, the Recipient will execute the activities as outlined in the PMESP, including, but

not limited to, identifying:

- Methods and records used to track the state of active applications and services in the operational phase, including operational status, geographic coverage, application versions active (or deactivated), and other contextual information and operational condition descriptions relevant to system performance and participant outcomes;
- Performance measure calculation procedures; and
- Data related to the mitigation of confounding factors, including factors tracked, sources of available information utilized to track these factors, and mitigation approaches (if any) utilized by the sites.

*Performance Measurement and Evaluation Support Schedule (PMESS).* The Recipient shall prepare a PMESS that includes a work breakdown structure (see Section C.3) of activities (and dependencies) required to implement the PMESP (and DMP) for the specific purposes of the performance measurement and evaluation support. In particular, the PMESS will identify milestones, performance summary reports, and pre-deployment (“BEFORE”) data for coordination with DOT. Note that consistent performance reporting in Phase 2 is critical in measuring and assessing the impacts of the deployment prior to making the system operational in Phase 3.

The Recipient shall deliver an initial draft PMESS to the AOR for review and approval. The Recipient shall provide progress as a (minimum) monthly update to the PMESS.

*Monthly PMESS Update.* The Recipient shall prepare monthly updates to the PMESS in response to DOT comments on format and content, as well as to document progress against plan and track risks/issues (see Section C.3). The updated PMESS will include data impact log to record any changes that impact data needed for performance measurement effort in the *Updated Risk Register*. Monthly schedule and risk updates are expected to be delivered from the time that this task is initiated until the end of Phase 2.

*Phase 1 Deliverables Updates.* Periodically (but no less than once) the Recipient shall update the PMESP in Phase 2. The Recipient shall document within the updated PMESP any/all analytical models and algorithmic methodologies utilized in performance measure calculation. In addition, the Recipient shall update the HUAS, as needed, according to the PMESP update and with IRB approval of changes. Any updates to the PMESP that impact the DMP shall be addressed in Task 2-C.

*Performance Measurement Materials.* The Recipient shall deliver the products (e.g., Pre-Deployment Performance Data and System Performance Reports) identified in the PMESP and other supporting information on or before delivery dates identified in the PMESS.

*The following Phase 1 contract deliverables are hereby incorporated by reference into this Statement of Work Task 2-K:*

- Phase 1 Performance Management and Evaluation Support Plan
- Phase 1 Human Use Approval Summary
- Phase 1 Data Management Plan (DMP)

**Phase 2, Task 2-K Required Deliverables**

- Initial Performance Measurement and Evaluation Support Schedule (PMESS)
- PMESS Updated with Progress/Risk Summary (monthly)
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- Updated PMESP (minimum one update)
- Revised Human Use Approval Summary (updated as necessary with IRB approval)
- Performance Measurement Materials identified in the PMESP and PMESS (e.g., Pre-Deployment Performance Data, System Performance Reports) and other supporting information.

**2-L. PARTICIPATION IN STANDARDS DEVELOPMENT**

In this task, the Recipient shall assist the DOT in improving and expanding ITS architecture and standards to support ITS deployments based on experiences and lessons learned as a part of the deployment activity. Such support includes participation in relevant standards development activities including participation at select Standards Development Organization (SDO) working group/committee meetings, providing input to the SDO working group in the form of technical information (e.g., objectives, user needs, data requirements, and review and contribution to relevant standards documentation. As directed by the AOR, the Recipient shall provide appropriate input to expand, correct or otherwise improve ITS architecture(s) based on experiences in this effort.

Relevant standards are identified in the Standards Plan element of the System Architecture Document (SAD) in Task 2-B. The Standards Plan catalogs applicable standards that will be used, where changes to existing standards should be considered, and where new standards may be required. In this task, the Recipient documents their experiences to improve current standards and/or influence SDOs in one or more Standards Technical Memoranda organized in a format appropriate as input to SDO working groups/committees.

*Participate in SDO Working Group/Committee Meetings (as directed by the AOR).* In a case where the AOR determines that the significance of the content in relevant Technical Memoranda is essential to expedite replicability, the Recipient will make available an appropriate subject matter expert (SME) from their existing team to participate in SDO working group and/or technical committee meetings and provide/edit content of applicable standards. The SME is expected to participate in technical discussions and provide program needs, use cases, and requirements to the appropriate SDOs. The Recipient will also be responsible for reviewing/editing standards documentation relevant to the deployment program as it is developed and balloted within the SDO process.

**Travel Costs Note:** The Recipient shall not incur travel costs under this task without the written prior approval from the AO. The Recipient shall document planned and conducted travel in the Phase 2 Outreach Plan (see Task 2-J).

*Support ITS Architecture Evolution.* To the extent that during execution of the deployment effort opportunities to expand or improve DOT architectures or tools are identified, the Recipient will provide

appropriate feedback to the Government and/or Government-designated architecture contractors.

**Phase 2, Task 2-L Required Deliverables**

- SDO-specific Technical Memoranda (as defined in the Standards Plan within the SAD)
- Participation in SDO working group or committee meetings/activities (as required)

**PHASE 3: MAINTAIN AND OPERATE**

**NOTE: The Recipient shall not perform Phase 3 activities without the express written approval of the Agreement Officer (AO). See Paragraph 6, Approval to Proceed to Phase 3.**

**3-A. PROGRAM MANAGEMENT**

This task is a continuation of the Phase 2 Program Management activity, with the same objectives, activities, and scope. See Task 2-A and Section C.3 for details.

Kick-off Meeting Note: The kick-off meeting may occur at the DOT in Washington DC, or at Recipient site. If held in Washington DC, travel costs to attend the kick-off meeting shall be limited to a maximum of four individuals from the Recipient team unless otherwise approved by the AO. Specifically, the DOT requests attendance at the kick-off meeting by the three key personnel identified in C.2.F, or their designees, plus one grant/business manager or administrator. A webinar will be made available for remote participation by additional Recipient team members. A (completely) virtual meeting may replace the in-person kick-off, subject to DOT approval.

**Phase 3, Task 3-A Required Deliverables**

- Phase 3 Kick-off Meeting
- Project Management Plan (PMP)
- Revised PMP (as required)
- Monthly Progress Report Part I: Technical Progress and Status Summary
- Monthly Progress Report Part II: Detailed Financial Summary
- Participation in site-specific bi-weekly coordination teleconferences
- Participation in monthly all-site coordination teleconferences
- Participation in periodic roundtable teleconferences

**3-B. SYSTEM OPERATIONS AND MAINTENANCE**

In this task, the Recipient shall operate and maintain the system according to the Comprehensive Maintenance and Operations Plan (CMOP).

*System Operations and Maintenance Schedule (SOMS).* In this task, system installation and operational status are documented by the Recipient in a System Operations and Maintenance Schedule (SOMS). Any/all activations or implementations of plans identified in the Phase 1 SMP shall be included and

highlighted in the SOMS.

The Recipient shall deliver an initial draft SOMS to the AOR for review and approval. Progress shall be provided by the Recipient as a monthly update to the SOMS.

*Monthly SOMS Update.* The Recipient shall prepare monthly updates to the SOMS in response to DOT comments on format and content, as well as to document progress against plan and track risks/issues (see Section C.3). The updated SOMS will include any/all technical issues/risks/incidents with any/all mitigation actions taken since the last update in the *Updated Risk Register*.

As a part of the monthly SOMS update, the Recipient shall include a worksheet within the *Updated Risk Register* that reports the number of participants, vehicles, mobile devices, service area dimensions, roadside/wayside infrastructure elements, and other relevant countable deployment elements envisioned as a part of *at-scale* deployment. *At-scale* here refers to the scope of the deployment when fully deployed and operational – levels intended to be maintained as a part of a sustained deployment for a minimum of five years beyond the end of Phase 3.

Monthly schedule and risk updates are expected to be delivered from the time that this task is initiated until the end of Phase 3.

### **Phase 3, Task 3-B Required Deliverables**

- Initial System Operations and Maintenance Schedule (SOMS)
- Updated SOMS with Progress/Risk Summary (monthly)
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting

### **3-C. STAKEHOLDER OUTREACH**

The Recipient shall conduct Stakeholder Outreach in Phase 3 as described in the Phase 2 Outreach Plan. This includes, for example, the development and/or acquisition of outreach materials, web/social media content, trade show and conference materials, and other supporting materials intended to inform and engage stakeholders and the general public. Outreach activities in Phase 3 will include an Operational Capability Showcase no later than the first 12 months of Phase 3. This is not a structured demonstration but is intended as a media event to show the capabilities, intent, and value of the deployment.

*Outreach Implementation Schedule (OIS).* In this task, a work breakdown structure (see Section C.3) of activities required to implement the Phase 2 Outreach Plan in Phase 3 is created and documented by the Recipient in an Outreach Implementation Schedule (OIS). As in Phase 2, activity in this task includes collaboration with domestic and international sites planning for or deploying similar technologies.

The Recipient shall deliver an initial draft OIS to the AOR for review and approval. Progress should be provided by the Recipient as a (minimum) monthly update to the OIS.

*Monthly OIS Update.* The Recipient shall prepare monthly updates to the OIS in response to DOT



comments on format and content, as well as to document progress against plan and track risks/issues (see Section C.3). The updated OIS will be accompanied by any/all technical issues/risks with any/all mitigation actions taken since the last update in the *Updated Risk Register*.

*Operational Capability Showcase Plan (OCSP).* The Recipient will prepare a draft Operational Capability Showcase Plan (OCSP) for DOT comment. Based on the DOT comments, the Recipient will prepare a revised OCSP with an accompanying Comment Resolution Report. Based on DOT review of the revised OCSP, the Recipient will prepare a final OCSP. Work activities associated with the showcase will be incorporated into the OIS, as necessary.

*Operational Capability Showcase.* The Recipient will conduct the Operational Capability Showcase in coordination with the AOR and federal outreach activity.

*Operational Capability Showcase Summary (OCSS).* The showcase will be documented by the Recipient with a draft Operational Capability Showcase Summary (OCSS) indicating how the results/products of the showcase have been integrated into site outreach materials and interactions in workshops, conferences, and trade shows. The Recipient shall prepare a revised OCSS in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised OCSS, the Recipient will deliver a final OCSS.

Travel Costs Note: The Recipient shall not incur travel costs under this task without the written prior approval from the AO. The Recipient shall document planned and conducted travel in the Outreach Plan (see Task 2-J).

### **Phase 3, Task 3-C Required Deliverables**

- Initial Outreach Implementation Schedule (OIS)
- Outreach Materials (as specified in the Outreach Plan and OIS)
- Updated OIS with Progress/Risk Summary (monthly)
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- Draft Operational Capability Showcase Plan (OCSP)
- Revised OCSP with Comment Resolution Report
- Final Operational Capability Showcase Plan (OCSP)
- Operational Capability Showcase
- Draft Operational Capability Showcase Summary (OCSS)
- Revised OCSS with Comment Resolution Report
- Final Operational Capability Showcase Summary

### **3-D. PERFORMANCE MEASUREMENT AND INDEPENDENT EVALUATION SUPPORT**

In this task, the Recipient collects, processes, and distributes data according to the updated PMESP to measure the impact of the deployment on key measures (e.g., individual traveler personal mobility,

transportation system efficiency and effectiveness), and to support Independent Evaluation effort. The collection, processing, and transfer of data from the deployment site in support of performance measurement and evaluation is documented within the DMP (itself consistent with the PMESP).

In this phase, the focus of this task is measuring the impact of deployed technologies, services and/or components and the overall impact of the deployment on site-identified key performance measures. As appropriate and directed by DOT, the Recipient shall coordinate with the Independent Evaluator and facilitate Independent Evaluator communication with the Recipient team members and stakeholders.

In addition to the activities described above, in this task the Recipient will execute as outlined in the PMESP.

*Monthly PMESS Update.* In this task, a work breakdown structure (see Section C.3) of activities (and dependencies) required to implement the PMESP (and DMP) for the specific purposes of the performance measurement and evaluation is documented by the Recipient in a PMESS. This will be a continuation of the PMESS updates performed in Task 2-K. In particular, the PMESS will identify milestones, performance summary reports, and the delivery of post-deployment (“after”) data for coordination with DOT. If there is a control area and/or group used for comparison, then the “without” data and performance reports for the same post-deployment time period also needs to be delivered.

The Recipient shall prepare monthly updates to the PMESS to the AOR for review. The Recipient shall update the PMESS in response to DOT comments on format and content, as well as to document progress against plan and track risks/issues (see Section C.3). The updated PMESS will include data impact log in the *Updated Risk Register* to record any changes that impact data needed for performance measurement effort.

*Phase 2 Deliverable Updates.* Periodically (but no less than once) the Recipient will update the PMESP and DMP in Phase 3. The Recipient shall document within the updated PMESP any/all analytical models and algorithmic methodologies utilized in performance measure calculation.

*Performance Measurement Materials.* The Recipient shall deliver the products (e.g., Pre-Deployment Performance Data, System Performance Reports and Performance Measurement Results) identified in the PMESP and other supporting information on or before delivery dates identified in the PMESS.

*Site Performance Measurement Dashboard.* The Recipient shall develop at least one dashboard that shows performance to date on all key performance measures and targets (for each deployment site). All dashboards should be updated regularly, as per the PMESS.

### **Phase 3, Task 3-D Required Deliverables**

- Updated Performance Measurement and Evaluation Support Schedule (PMESS), (monthly):
  - Element of Monthly Progress Report Part I: Technical Progress and Status Summary, see Section C.3 Monthly Progress Reporting
- Updated PMESP (minimum one update)

- Updated DMP (minimum one update)
- Performance Measurement Materials identified in the PMESP and PMESS (e.g., Post-Deployment Performance Data, System Performance Reports, Performance Measurement Results) and other supporting information
- Site Performance Measurement Dashboard
- Public-facing Data (Regular updates as documented in the DMP and PMESS)

### **3-E. POST-DEPLOYMENT TRANSITION PLANNING**

This task area covers planning for the transition of the system from operations under the aegis of the Complete Trip-ITS4US Deployment Program and into routine operational practice. The Recipient shall draw upon and update relevant Phase 1 deliverables, in particular, the IPFP. This Phase 1 task calls for an agreement regarding the main elements of the ConOps, performance measures and targets, operational changes associated with the deployment, governance framework and processes, and financial agreements. This agreement was to include a vision of how these arrangements are expected to be altered or adapted in the post-deployment period to ensure a transition to permanent operational practice. Task 13, ICTDP, from Phase 1 is also relevant and calls for governance agreements and financial agreements (updated as required).

*Comprehensive Transition Plan (CTP).* The Recipient shall develop a Comprehensive Transition Plan (CTP) that identifies the concepts, applications, governance framework, agreements, key documents, and equipment to be maintained as elements of routine operational practice after the completion of Phase 3. The CTP will have one section for concepts and applications found to be successful and included in continuing operations, and one section for concepts and applications found to be unsuccessful and to be removed from continuing operations. The CTP will provide rationale for each successful and unsuccessful element. The CTP shall describe what organizational responsibilities will be taken in the post-deployment period compared to organizational responsibilities in Phase 3. The CTP shall include documentation of the financial resources and agreements required to ensure financial sustainability in the post-deployment period for all continuing elements. Public and private sources of funds should be identified and if one or more new businesses are proposed to be a source of funds, a business plan containing standard elements shall be part of the documentation. Any dependencies on external organizations should be documented. The CTP shall explicitly identify contingency plans with respect to identified uncertainties and other potential post-deployment issues posing a risk to successful post-deployment operations.

The Recipient shall deliver a draft CTP to the DOT for review. The Recipient shall prepare a revised CTP in response to DOT comments with an accompanying Comment Resolution Report. Based on DOT review of the revised CTP, the Recipient will deliver a final CTP.

#### **Phase 3, Task 3-E Required Deliverables**

- Draft Comprehensive Transition Plan (CTP)
- Revised CTP with Comment Resolution Report
- Final Comprehensive Transition Plan (CTP)

### **3-F. PARTICIPATION IN STANDARDS DEVELOPMENT**

As in Phase 2, the Recipient shall assist the DOT in improving and expanding ITS architecture and standards to support ITS deployments based on experiences and lessons learned as a part of the deployment activity. See Task 2-L for additional details.

#### **Phase 3, Task 3-F Required Deliverables**

- SDO-specific Technical Memoranda (as defined in the Standards Plan within the SAD)
- Participation in SDO working group or committee meetings/activities (as required)

### **6. APPROVAL TO PROCEED TO PHASE 3**

The Recipient shall not proceed with Phase 3 without the express written authorization of the AO. Costs incurred in support of Phase 3 activities will not be allowable without receipt of the AO's written authorization to proceed with Phase 3. The DOT will evaluate the following criteria regarding approval to proceed to Phase 3:

- All Phase 2 deliverables finalized with AOR comments incorporated.
- Concurrence among AOR and Site Key Personnel regarding successful Operational Readiness Testing and Operational Readiness Demonstration(s) indicating:
  - Key use cases illustrating the capability of the system to perform in accordance with the Phase 1 Concept of Operations (identified in the ORP) have been tested and suitably demonstrated.
  - Safety-related deployment capabilities (identified in the ORP) have been tested and suitably demonstrated.
- As-built versions of the ConOps, SyRS, SDD, SAD, CIP and CAP are complete.
- Deployed system aligns with ITS4US program Guiding Principles, that is, the system features:
  - Integrated, Innovative and Emerging Technologies: Design features flexible and integrated systems with innovative and emerging technologies that combine multiple technologies, modes, operators, and payment systems to facilitate the Complete Trip vision with efficient and optimized travel, for spontaneous or planned trips.
  - User-Friendly Design: The deployment is designed to address the mobility and safety needs of all travelers. Ensure that all technologies, systems, modes, and infrastructure are user friendly.
  - Long-term Viability and Partnerships: The deployment features robust, replicable business models and identify funding sources that allow successful deployments to continue beyond the pilot phase.
  - Open and Secure Data and Standardization: The deployment has established public availability to open data platforms and encourages civic engagement and development of third-party solutions while ensuring the security of sensitive information. The deployment has adopted standards, specifications, and best practices for implementation of infrastructure and technologies.

## 7. DELIVERABLES

The following table includes required deliverables and due dates. Due dates listed in the table are estimates at the time of the award, subject to revision as needed and approved by the AOR. The Recipient shall include requested due date revisions in the Project Management Plan.

As needed during performance, the Recipient may request revisions to the Deliverables Table by written submittal to the AOR. If the Recipient's requested revisions are expressly approved by the AOR in writing, the revised version shall replace the previously approved version and will be considered incorporated into this award by reference, with no formal agreement amendment needed. The Recipient shall comply with the latest version of the Deliverables Table as expressly approved in writing by the AOR.

The Recipient shall implement a version tracking approach to efficiently manage updates to the deliverables schedule. The Recipient shall include the latest approved version of the deliverables schedule in the Monthly Progress Report. The Recipient may use the Monthly Progress Report as a method of requesting AOR approval to deliverable schedule revisions. The Recipient's request for deliverable schedule revisions must be supported by an adequate narrative justification for the revisions.

Note: The process above applies to deliverable due date revisions. Recipient requests for a revision to the overall award period of performance must be approved via agreement amendment signed by the Agreement Officer.

Under Due Date, "Award" = Effective Date of the Agreement

Under Due Date, "NTP" = Notice to Proceed (with Phase 3)

<b>P h.</b>	<b>T k.</b>	<b>Deliverable</b>	<b>Proposed Due Date</b>	<b>Section 508 compliance required</b>
2	A	Phase 2 Kick-off Meeting	award + 4 weeks	No
2	A	Draft Project Management Plan (PMP)	award + 4 weeks	No
2	A	Revised PMP	as needed	No
2	A	Monthly Progress Report Part I	monthly	No
2	A	Monthly Progress Report Part II	monthly	No
2	A	Lessons Learned Logbook	monthly*	No
2	A	Project Milestone Schedule	monthly*	No
2	A	Updated Task Schedules	monthly*	No
2	A	Project and Task Detailed Risk Register	monthly*	No
2	A	Bi-Weekly Coordination Teleconference Participation	bi-weekly	No
2	A	Participation in Monthly All-Site Coordination Teleconferences	monthly	No
2	A	Participation in Roundtable Teleconferences	as needed	No

<b>P h.</b>	<b>T k.</b>	<b>Deliverable</b>	<b>Proposed Due Date</b>	<b>Section 508 compliance required</b>
2	B	Draft Systems Architecture Document (SAD)	award + 3 months	No
2	B	Systems Architecture Walkthrough and Workbook	award + 3.5 months	No
2	B	Revised SAD with Comment Resolution Report	award + 4 months	No
2	B	Final Systems Architecture Document	award + 6 months	Yes
2	B	Draft Systems Design Document (SDD)	award + 9 months	No
2	B	Systems Design Walkthrough and Workbook	award + 9.5 months	No
2	B	Revised SDD with Comment Resolution Report	award + 10 months	No
2	B	Final Systems Design Document	award + 12 months	Yes
2	B	Updated Phase 1 Deliverables (including, but not limited to: Revised Concept of Operations, Revised Systems Requirements, and Revised Integrated Complete Trip Deployment Plan)	award + 12 months	Yes
2	C	Draft Data Privacy Plan (DPP)	award + 2.5 months	No
2	C	Revised DPP with Comment Resolution Report	award + 3.5 months	No
2	C	Final Data Privacy Plan	award + 4 months	Yes
2	C	Notice of Privacy Management Consistency	award + 4 months	No
2	C	Draft Phase 2 Data Management Plan (DMP)	award + 5 months	No
2	C	Revised Phase 2 DMP with Comment Resolution Report	award + 6 months	No
2	C	Final Phase 2 Data Management Plan	award + 7 months	Yes
2	D	Draft Comprehensive Acquisition Plan (CAP)	award + 8 months	No
2	D	Revised CAP with Comment Resolution Report	award + 9 months	No
2	D	Final Comprehensive Acquisition Plan	award + 10 months	No
2	D	Draft Comprehensive Installation Plan (CIP)	award + 11 months	No
2	D	Revised CIP with Comment Resolution Report	award + 12 months	No
2	D	Final Comprehensive Installation Plan	award + 13 months	Yes
2	E	Initial Software Development Schedule (SDS)	award + 4 months	No
2	E	SDS Update with Progress/Risk Summary	monthly*	No
2	E	Open Source Software and Supporting Documentation	per the SDS	No
2	F	Initial Training Implementation Schedule (TIS)	per PTSEP	No
2	F	TIS Update with Progress/Risk Summary	monthly*	No
2	F	Training Materials	per the PTSEP and TIS	Yes
2	F	Human Use Approval Confirmation Materials	per the HUAS	No
2	G	Draft System Test Plan	award+10 months	No
2	G	Revised System Test Plan with Comment Resolution Report	award + 12.5 months	No
2	G	Final System Test Plan	award + 13 months	Yes
2	G	Operational Readiness Concept Briefing	award + 6 months	No

<b>P h.</b>	<b>T k.</b>	<b>Deliverable</b>	<b>Proposed Due Date</b>	<b>Section 508 compliance required</b>
2	G	Draft Operational Readiness Plan (ORP)	award + 11 months	No
2	G	ORP Walkthrough and Workbook	award + 11.5 months	No
2	G	Revised ORP with Comment Resolution Report	award + 12 months	No
2	G	Final Operational Readiness Plan	award + 13 months	Yes
2	H	Initial Installation and Operational Readiness Schedule (IORS)	award + 13 months	No
2	H	IORS Updated with Progress/Risk Summary	monthly*	No
2	H	System Test Results Summary	per the IORS	No
2	H	Test Results Summary Documentation	per the ORP	No
2	H	Operational Readiness Demonstrations	per the ORP	No
2	I	Draft Comprehensive Maintenance and Operations Plan (CMOP)	award + 15 months	No
2	I	Revised CMOP with Comment Resolution Report	award + 16 months	No
2	I	Final CMOP	award + 17 months	Yes
2	J	Draft Phase 2 Outreach Plan	award + 2 months	No
2	J	Revised Phase 2 Outreach Plan with Comment Resolution Report	award + 3 months	No
2	J	Final Phase 2 Outreach Plan	award + 4 months	Yes
2	J	Initial Outreach Implementation Schedule (OIS)	award + 4.5 months	No
2	J	OIS Updated with Progress/Risk Summary	monthly*	No
2	J	Outreach Materials	per the Phase 2 Outreach Plan and OIS	Yes
2	K	Initial Performance Measurement and Evaluation Support Schedule (PMESS)	award + 6 months	No
2	K	PMESS Updated with Progress/Risk Summary	monthly*	No
2	K	Updated Performance Measurement and Evaluation Support Plan (PMESP)	minimum one update	Yes
2	K	Revised Human Use Approval Summary	As needed, per IRB approval	Yes
2	K	Performance Measurement Materials identified in the PMESP and PMESS (e.g., Pre-Deployment Performance Data, System Performance Reports) and other supporting information	per the PMEPS and PMESS	Yes
2	L	SDO-specific Technical Memoranda	per Standards Plan within the SAD	No
2	L	Participation in SDO Meetings/Activities	as required	No
3	A	Phase 3 Kick-off Meeting	NTP + 4 weeks	No
3	A	Project Management Plan (PMP)	NTP + 4 weeks	No
3	A	Revised PMP	as required	No

<b>P h.</b>	<b>T k.</b>	<b>Deliverable</b>	<b>Proposed Due Date</b>	<b>Section 508 compliance required</b>
3	A	Monthly Progress Report Part I	monthly	No
3	A	Monthly Progress Report Part II	monthly	No
3	A	Lessons Learned Logbook	monthly*	No
3	A	Project Milestone Schedule	monthly*	No
3	A	Updated Task Schedules	monthly*	No
3	A	Project and Task Detailed Risk Register	monthly*	No
3	A	Participation in Site-Specific Bi-Weekly Coordination Teleconferences	bi-weekly	No
3	A	Participation in Monthly All-Site Coordination Teleconferences	monthly	No
3	A	Participation in Periodic Roundtable Teleconferences	as needed	No
3	B	Initial System Operations and Maintenance Schedule (SOMS)	NTP + 1 month	No
3	B	Updated SOMS with Progress/Risk Summary	monthly*	No
3	C	Initial Outreach Implementation Schedule (OIS)	NTP + 1 month	No
3	C	Outreach Materials	per the Phase 2 Outreach Plan and OIS	Yes
3	C	Updated OIS with Progress/Risk Summary	monthly*	No
3	C	Draft Operational Capability Showcase Plan (OCSP)	NTP + 1.5 months	No
3	C	Revised OCSP with Comment Resolution Report	NTP + 2.5 months	No
3	C	Final Operational Capability Showcase Plan (OCSP)	NTP + 3 months	Yes
3	C	Operational Capability Showcase	NTP + 12 months	No
3	C	Draft Operational Capability Showcase Summary (OCSS)	NTP + 13 months	No
3	C	Revised OCSS with Comment Resolution Report	NTP + 14 months	No
3	C	Final Operational Capability Showcase Summary	NTP + 14.5 months	Yes
3	D	Updated PMESS with Progress/Risk Summary	monthly*	No
3	D	Performance Measurement Materials identified in the PMESP and PMESS (e.g., Pre-Deployment Performance Data, System Performance Reports, Performance Measurement Results) and other supporting information	per the PMESS	Yes
3	D	Site Performance Measurement Dashboard	per the PMESS	Yes
3	D	Updated PMESP	as needed, minimum one update	Yes



<b>P h.</b>	<b>T k.</b>	<b>Deliverable</b>	<b>Proposed Due Date</b>	<b>Section 508 compliance required</b>
3	D	Updated DMP	As needed, minimum one update	Yes
3	D	Public-facing Data	per the DMP and PMESS	No
3	E	Draft Comprehensive Transition Plan (CTP)	NTP + 12 months	No
3	E	Revised CTP with Comment Resolution Report	NTP + 13 months	No
3	E	Final Comprehensive Transition Plan	NTP + 14 months	Yes
3	F	SDO-specific Technical Memoranda	per Standards Plan within the SAD	No
3	F	Participation in SDO meetings/activities	as required	No

\* As part of the Monthly Progress Report Part I

<end of section>

**SECTION B – FEDERAL AWARD INFORMATION**  
*(Version: Amendment 3)*

**1. TYPE OF AWARD**

The award is a cost reimbursement cooperative agreement with cost-sharing.

**2. COST SHARING OR MATCHING**

Cost sharing or matching is required under this cooperative agreement. The Federal share payable under this award shall not exceed 80 percent of the overall project cost. Overall project cost consists of the total value of Federal share and cost share combined.

Cost sharing or matching is required in the amount cited on page 2 of this agreement. Per 2 CFR Part 200.1, Cost sharing or matching means, “the portion of project costs not paid by Federal funds or contributions...” See 2 CFR Part 200.306, Cost sharing or matching for additional information. The Non-Federal amount, as included in the approved Budget Application (attached), is hereby incorporated into this award as required Cost Sharing or Matching, subject to the terms of the award and the requirements of 2 CFR Part 200. Costs incurred by the Recipient to satisfy the cost sharing or matching requirement must be allowable under 2 CFR Part 200 and incurred during the period of performance of the agreement.

**3. PERIOD OF PERFORMANCE**

The agreement period of performance is 6/14/2022 – 8/17/2026.

**4. DEGREE OF FEDERAL INVOLVEMENT**

The FHWA anticipates substantial Federal involvement between it and the Recipient during the course of this project. The anticipated Federal involvement will include:

- Technical assistance and guidance to the Recipient,
- Close monitoring of performance,
- Involvement in technical decisions,
- Participation in status meetings, including kick off meeting and annual budget reviews, and
- Review and comment on draft documents as appropriate.

<end of section>

**SECTION C – FEDERAL AWARD ADMINISTRATION INFORMATION***(Version: Amendment 3)***1. FEDERAL AWARD NOTICES**

The award document, signed by the AO, is the authorizing document, whether it is provided through postal mail or by electronic means and to whom. Only the AO can bind the Federal Government to the expenditure of funds.

**2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. Applicable Federal laws, rules and regulations including those set forth in 23 U.S.C. and 23 CFR also apply.

**GENERAL CLAUSES**

- (a) In this grant agreement, “General Terms and Conditions” means the content of the document titled “Federal Highway Administration Competitive Grant Program General Terms and Conditions” dated November 19, 2025, and are available in full text at

[https://www.fhwa.dot.gov/grants/guidance/docs/FHWA\\_Grant\\_Program\\_General\\_Terms\\_and\\_Conditions\\_2025.pdf](https://www.fhwa.dot.gov/grants/guidance/docs/FHWA_Grant_Program_General_Terms_and_Conditions_2025.pdf) and enclosed as an attachment to this Agreement.

**Note 1:** References to “Schedules” in the General Terms and Conditions, as applicable to this Agreement No. 693JJ32250012, shall refer to the applicable referenced subject matter contained in Sections A – C of this Agreement to include any amendments thereto. Any questions concerning the applicability of any section of the General Terms and Conditions to this Agreement should be submitted to FHWA.

**Note 2:** References to “Exhibits” in the General Terms and Conditions means the content of the document titled “Federal Highway Administration Exhibits to Competitive Grant Agreements” dated November 19, 2025, and are available in full text at [https://www.fhwa.dot.gov/grants/guidance/docs/FHWA\\_Grant\\_Program\\_Exhibits\\_2025.pdf](https://www.fhwa.dot.gov/grants/guidance/docs/FHWA_Grant_Program_Exhibits_2025.pdf) and enclosed as an attachment to this Agreement. Exhibit D does not apply to this award.

**Note 3:** References to “Grant” in the General Terms and Conditions and the Exhibits means “Cooperative Agreement” as defined in 31 USC 6305.

**Note 4:** For purposes of Article 13 of the General Terms and Conditions, the USDOT Payment system is Delphi eInvoicing.

**Note 5:** Article 8 of the General Terms and Conditions does not apply to this award.

- (b) The Recipient acknowledges that the General Terms and Conditions impose legally binding terms on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action that may include, but is not limited to, terminating the federal award, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA costs reimbursed under the federal award , and reporting the non-compliance in the Federal-government-wide integrity and performance system.

#### SPECIAL CLAUSES

In addition to the General Clauses cited above, the following Special Clauses apply to this award.

##### **A. PUBLIC ACCESS TO DOCUMENTS**

The Recipient agrees that the resulting deliverables/documentation submitted to FHWA under the cooperative agreement may be posted online for public access and/or shared by FHWA with other interested parties. The FHWA anticipates the documents cited herein may be posted on an FHWA Website or another appropriate Website.

##### **B. INDIRECT COSTS**

Indirect costs are allowable under the cooperative agreement in accordance with the Recipient’s Federally Negotiated Indirect Cost Rates as documented in writing and approved by the Recipient’s cognizant Government agency. In accordance with 2 CFR 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in 2 CFR Part 200, appendix VII, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate.

This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in the cooperative agreement. The Recipient’s audited final indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**C. DATA RIGHTS**

The Recipient must make available to FHWA copies of all work developed in performance of the cooperative agreement, including but not limited to software and data. Data rights under the cooperative agreement shall be in accordance with 2 CFR 200.315, Intangible property.

**D. PERSONALLY IDENTIFIABLE INFORMATION (PII)**

PII as defined in 2 CFR 200.1 will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR.

**E. AVAILABLE FUNDING**

The total amount of Federal funding that may be provided under this Agreement is \$2,872,549 for the entire period of performance, subject to the limitations shown below:

- (1) The award is fully funded.
- (2) The FHWA's liability to make payments to the Recipient is limited to those funds obligated under this Agreement as indicated above and any subsequent amendments.

**F. KEY PERSONNEL**

Pursuant to 2 CFR 200.308(c)(2), the Recipient must request prior written approval from the AO for any change in Key Personnel specified in the award. The following person(s) are/have been identified as Key Personnel:

Name	Title/Position
Chris Zeilinger, CTAA	Deployment Lead (DL)
Santosh Mishra, Flexlynqs	Systems Engineering Lead (SEL)
Brooke Ramsey, HIRTA	Project Management Lead (PML) and Primary Point of Contact (POC)

Deployment Lead (DL): The DL will be responsible for articulating the vision, approach, and objectives of the overall deployment concept. The DL is responsible for creating team agreement on specific and practical performance measures, and for the implementation of performance management best practices. The DL is responsible for organizing and leading the deployment team partnership.

Systems Engineering Lead (SEL): The SEL will oversee the integration of technologies and services and manage planning integrated design, installation, operations, and maintenance. The

SEL is responsible for the application of appropriate systems engineering (SE) processes and the quality of all SE artifacts. Most importantly, the SEL must manage the scope and detail of the SE process to ensure the quality of the artifacts developed as well as ensuring that the SE process can be satisfactorily completed within the designated period of performance.

Project Management Lead (PML): The PML will be responsible for the quality and timely provision of project management artifacts required in the contract and for tracking project progress against target performance throughout the project lifecycle. The PML is responsible for risk tracking and risk mitigation.

Note: The DOT expects that three different individuals will be named for each of these Key Personnel roles. The DL or the PML can be designated as the primary point-of- contact (POC) with the government AO and government AOR. This POC must be from the organization entering into the agreement.

#### **G. PROGRAM INCOME**

Pursuant to 2 CFR 200.307, program income earned during the cooperative agreement period must be added to the Federal award and used for the purposes and under the conditions of the Federal award, unless otherwise approved by the AO. Program income must not be used to offset the Federal or Recipient contribution to this project.

#### **H. SUBAWARDS AND CONTRACTS APPROVAL**

See the Federal Highway Administration Competitive Grant Program General Terms and Conditions” dated November 19, 2025 available in full text at [https://www.fhwa.dot.gov/grants/guidance/docs/FHWA\\_Grant\\_Program\\_General\\_Terms\\_and\\_Conditions\\_2025.pdf](https://www.fhwa.dot.gov/grants/guidance/docs/FHWA_Grant_Program_General_Terms_and_Conditions_2025.pdf).

##### Approved Subawards & Subcontracts

1. *IBI Group*
2. *Community Transportation Association of America (CTAA)*
3. *Ryan Ward, Consultant*
4. *NaviLens*
5. *Capture Management Solution (CMS)*
6. *Iowa State University (ISU)*

#### **I. ORDER OF PRECEDENCE**

The Recipient’s Technical Application and Budget Application are accepted, approved, and incorporated

herein as Attachments 1 & 2, respectively. The “Federal Highway Administration Competitive Grant Program General Terms and Conditions” dated November 19, 2025, and the “Federal Highway Administration Exhibits to Competitive Grant Agreements” dated November 19, 2025, are also incorporated as Attachments 4 & 5. In the event of any conflict between this Agreement document and the Recipient’s application, this Agreement document and the Terms & Conditions, and Exhibits shall prevail.

**J. DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT**

The cooperative agreement will be designated as: Research and Development.

**K. CONFERENCE SUPPORT RESTRICTIONS**

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference support. See the definition of conference as contained in 2 CFR 200.432. Food and beverage costs are not allowable conference expenses for reimbursement under the cooperative agreement.

NOTE: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of the cooperative agreement.

**L. DISPUTES**

The parties to the cooperative agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between FHWA and the Recipient concerning questions of fact or law arising from or in connection with the cooperative agreement and whether or not involving alleged breach of the cooperative agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will a dispute which arose more than 3 months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. The AO will conduct a review of the matters in dispute and render a decision in writing within 30 calendar days of receipt of such written request. Any decision of the AO is final and binding unless a party will, within 30 calendar days, request

further review as provided below.

Upon written request to the FHWA Director, Office of Acquisition and Grants Management or designee, made within 30 calendar days after the AO's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute will be further reviewed. This review will be conducted by the Director, Office of Acquisition and Grants Management, or their designee. Following the review, the Director, Office of Acquisition and Grants Management, or their designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be final and binding. Nothing in the cooperative agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

**M. CLOSEOUT OF AGREEMENT FILE**

See the Federal Highway Administration Competitive Grant Program General Terms and Conditions" dated November 19, 2025 available in full text at [https://www.fhwa.dot.gov/grants/guidance/docs/FHWA\\_Grant\\_Program\\_General\\_Terms\\_and\\_Conditions\\_2025.pdf](https://www.fhwa.dot.gov/grants/guidance/docs/FHWA_Grant_Program_General_Terms_and_Conditions_2025.pdf)

**N. ANNUAL BUDGET REVIEW AND PROGRAM PLAN**

The Recipient must submit an electronic copy of the Annual Budget Review and Program Plan to the AO and the AOR 60 calendar days prior to the anniversary date of the cooperative agreement. The Annual Budget Review and Program Plan must include the required certification pursuant to 2 CFR 200.415. The Annual Budget Review and Program Plan must provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming year. If there are no proposed deviations from the Approved Project Budget, the Annual Budget Review must contain a statement stating such. The Recipient must meet via teleconference or Web conference with FHWA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan must not commence until AO's written approval is received.

**O. TRAVEL**

Travel and per diem authorized under the cooperative agreement will be reimbursed in accordance with the travel costs section of 2 CFR 200.475.

**P. RESTRICTIONS ON INFRASTRUCTURE EXPENSES**



Per 2 CFR 200, Subpart E, Cost Principles, costs incurred under this award must be necessary and reasonable for the performance of the project to be considered allowable expenses for reimbursement. In addition, costs incurred must conform to any limitations or exclusions set forth in the Federal award as to types or amount of cost items.

Under this agreement, infrastructure improvement expenses are generally not considered allowable costs for reimbursement under the Federal share, nor for credit towards the cost share. Examples of infrastructure improvement expenses include fixing curb cuts or pavement markings. Minimal infrastructure-related costs that are necessary to carry out the scope of the deployment may be deemed allowable on a case-by-case basis. For example, infrastructure expenses necessary to facilitate the integration of intelligent infrastructure, vehicle, and control technologies may be allowable in minimal amounts if deemed necessary to successfully accomplish the scope of the deployment. See also 2 CFR 200.403, Factors Affecting Allowability of Costs.

**Q. AGREEMENT OFFICER (AO) AND AGREEMENT OFFICER'S REPRESENTATIVE (AOR)**

The AO is the only person authorized to make or approve any changes in any of the requirements of this agreement. In the event the Recipient makes any changes at the direction of any person other than the AO, the change will be considered to have been made without authority and no adjustment will be made in the award terms and conditions, including the award amount.

The AO may designate an AOR to assist in monitoring the work under this Agreement. The AOR will oversee performance of this Agreement and act as technical liaison with the recipient. The AOR is not authorized to change the requirements as stated in the Agreement; to make any commitments or otherwise obligate the FHWA; or authorize any changes that affect the Agreement funding, delivery schedule, period of performance, or other terms or conditions.

**R. REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS**

The FHWA anticipates that submitted documents may be posted on an FHWA Website or other appropriate Website. The Recipient agrees that the resulting deliverables/documentation submitted to the FHWA under this agreement may be posted online for public access and shared by FHWA with other interested parties.

The Recipient must ensure that all Information and Communication Technology (ICT) deliverables that are specifically identified in the NOFO as Section 508 compliant meet the requirements of Section 508 of the Rehabilitation Act and 36 CFR Part 1194 (see Revised 508 Standards and 255 Guidelines available at <https://www.access-board.gov/ict/>).

**S. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER**

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under Agreement No. – 693JJ32250012.”

All materials must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration.”

**T. PRINTING**

The Joint Committee on Printing Regulations Number 26, Section 36 states that Recipients shall not become prime or substantial sources of printing for the use of departments and agencies.

In the performance of this Agreement, the Recipient may duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages. Duplication of quantities in excess of the amounts stated requires prior written approval of the AO. The Recipient must submit such requests in writing or by email to the AO, to include specifics on the submittals, requested printing quantity, and estimated costs for printing.

**U. CONFLICT OF INTEREST**

If at any time during performance, the Recipient identifies an actual or potential personal or organizational conflict of interest relating to performance of this Agreement, the Recipient must immediately notify the AO in writing. Actual or potential conflicts of interest may include but are not limited to any past, present, or planned contractual, financial, or other relationships, obligations, commitments, or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform the agreement in an impartial and objective manner.

The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether Agreement performance by the Recipient creates an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) terminate the Agreement pursuant to the termination term of the Agreement, or (b) determine that it is otherwise in the best interest of the United States to continue the Agreement and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

## **V. ANNUAL PROPERTY REPORT**

In accordance with 2 CFR 200.330, the Recipient must submit an electronic copy of the SF-429 Real Property Report to the AOR and to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

The Recipient must submit an electronic copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

If no property was furnished or acquired during the Agreement up to the end date of the reporting period, indicate that information in the applicable form. If property was furnished or acquired during the Agreement up to the end date of the reporting period, list the property on the applicable form(s). Use additional sheets as necessary. Use separate sets of sheets to show Federally owned property and Recipient-owned property.

### 3. REPORTING

#### ADDRESSES FOR SUBMITTAL OF REPORTS AND DOCUMENTS

The Recipient must submit all required reports and documents, under transmittal letter referencing the Agreement number, as follows:

- Submit an electronic copy to the Agreement Officer at the following address:
  - [Ryan.Buck@dot.gov](mailto:Ryan.Buck@dot.gov)
- Submit an electronic copy to the AOR at the following address:
  - [Elina.Zlotchenko@dot.gov](mailto:Elina.Zlotchenko@dot.gov)
- Submit an electronic copy to the ITS JPO at the following address:
  - [ITSProjects@dot.gov](mailto:ITSProjects@dot.gov)

#### MONTHLY PROGRESS REPORTS

The Recipient shall provide monthly progress reporting in two parts:

- Monthly Report Part I: Technical Progress and Status Summary, and
- Monthly Report Part II: Financial Status Summary.

Monthly reports shall be delivered using the templates provided at Phase 2 kick-off.

*Monthly Report Due Dates.* Monthly reports (complete Part I and Part II documents) shall be delivered no later than the tenth calendar day of the month following the reporting period (e.g., for an April monthly report is due on 10 May). If the tenth of the month falls on a non-business day (i.e., weekend day or Federal holiday), then the monthly reports may be delivered on the following business day.

*Monthly Report Part I: Technical Progress and Status Summary.* Part I provides an overall summary of technical progress to date and (to streamline reporting) provides a single deliverable comprising schedules used for status tracking in other tasks under this agreement and a single deliverable comprising project risks and risks/issues in other tasks under this agreement. Part I monthly report documents are intended to be shared among the federal ITS4US Program team, technical support contractors, and the independent evaluator. The Recipient shall provide monthly progress reports that identify all deliverables and deliverable status (not initiated, in progress X% complete, draft delivered, in revision X% complete, final delivered, accepted). Elements of these reports (e.g., total number of participants taken from the SOMS) may be extracted for use in public-facing status materials and program dashboards.

Required elements of Part I include the following FOUR SEPARATE FILES:

- 1) Progress Report Narrative. One MS Word file with two separate sections for:
  - a) Technical Narrative (by Task): A narrative of activity undertaken by task and activities planned for the next monthly period.
  - b) Program-Level Cost Narrative. A retrospective cost narrative, and a projected cost-to-complete narrative. NOTE: This Program-Level Cost Narrative should include only aggregate project cost information and should not include detailed cost information (e.g., individual rates and hours).
  
- 2) Updated Risk Register. One Excel file with separate worksheets for:
  - a) Risk Register (overall for the project and filterable by task)
  - b) Task 2-E & 2-H Issues Log
  - c) Task 2-F TIS Training Implementation Log
  - d) Task 2-H IORS Installation Implementation Log
  - e) Tasks 2-K and 3-D PMESS Data Impact Log
  - f) Task 3-B SOMS Installation Implementation Log
  - g) Task 3-B Issues Log
  
- 3) Lesson Learned Logbook (LLL). One (separate from item 2) Excel file identifying entries created or updated.
  
- 4) Updated Project Milestone Schedule. One MS Project file identifying:
  - a) Overall project schedule
  - b) Task-Level Schedules for the following:
    - i. Software Development Schedule (SDS), Task 2-E
    - ii. Training Implementation Schedule (TIS), Task 2-F
    - iii. Installation and Operational Readiness Testing Schedule (IORS), Task 2-H
    - iv. Outreach Implementation Schedule (OIS), Tasks 2-J and 3-C
    - v. Performance Measurement and Evaluation Support Schedule (PMESS), Tasks 2-K and 3-D
    - vi. System Operations and Maintenance Schedule (SOMS), Task 3-B

*Monthly Report Part II: Financial Status Summary.* Part II is intended to provide the AO/AOR insight on detailed status for financial reporting. The Part II document is not intended to be shared with the broader Federal program team, technical support contractors, or the independent evaluators. Part II shall include:

- A summary of costs incurred for the reporting period and to date. Report costs incurred by major cost elements such as Direct Labor, Travel, Subcontractor Costs, Indirect Costs, etc. Present Federal share, Cost share, and Total.
- A comparison of total costs incurred to the total budgeted costs for the reporting period and to date.
- Projected total cost-to-complete.
- Required certification pursuant to 2 CFR 200.415.

## **QUARTERLY FEDERAL FINANCIAL REPORTS (SF 425)**

Pursuant to 2 CFR 200.328, the Recipient must submit a Federal Financial Report (Standard Form (SF) 425) to the AO and the AOR. The Recipient must submit the report on a quarterly basis, due the 30<sup>th</sup> calendar day of the month after the quarter being reported. The final SF 425 must be submitted within 120 calendar days after the end date of the period of performance.

Calendar quarters are defined as:	Federal Financial Reports due on or before:
1st: January – March	April 30th
2nd: April – June	July 30th
3rd: July – September	October 30th
4th: October – December	January 30th

A downloadable version of the is available online at: <https://grants.gov/forms/forms-repository/post-award-reporting-forms>

## **RECIPIENT INTEGRITY AND PERFORMANCE MATTERS**

Because the Federal share of this award will be more than \$500,000 over the period of performance, the reporting requirements in 2 CFR Part 200, Appendix XII (Award Term and Condition for Recipient Integrity and Performance Matters) will apply.

**<end of section>**

**FEDERAL HIGHWAY ADMINISTRATION**  
**COMPETITIVE GRANT PROGRAM GENERAL TERMS AND CONDITIONS**

**Date: November 19, 2025**

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## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions are incorporated by reference in this grant agreement under the Grant Program. The term “Recipient” is defined in this grant agreement. This grant agreement includes schedules A through H. The grant agreement may include special terms and conditions in grant agreement articles or schedules.

### **ARTICLE 1 PURPOSE**

**1.1 Purpose.** The purpose of this award is to fund the eligible project defined in this grant agreement that has been selected to receive an award for the Grant Program. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule E.

### **ARTICLE 2 FHWA ROLE**

**2.1 Federal Highway Administration (FHWA) Responsibilities.**

- (a) The FHWA is the operating administration under the United States Department of Transportation (“USDOT”) responsible for the administration of the Grant Program, the approval and execution of this grant agreement, and any modifications to this grant agreement under section 15.1.

### **ARTICLE 3 RECIPIENT ROLE**

**3.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

**3.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this grant agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this grant agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this grant agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this grant agreement on behalf of the Recipient has authority to enter this grant agreement and make the statements in this article 3 and in section 18.9 on behalf of the Recipient.

**3.3 USDOT FHWA Reliance.** The Recipient acknowledges that:

- (1) the USDOT FHWA relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT FHWA relied on statements of fact in both the Technical Application and this grant agreement to determine that the Recipient and the Project are eligible under the terms of the Notice of Funding Opportunity (“NOFO”) in section 7 of schedule D.
- (3) the USDOT FHWA’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**3.4 Project Delivery.**

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

**3.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient’s performance under this grant agreement without written approval of the FHWA.
- (b) The Recipient shall act promptly, in a manner acceptable to the FHWA, to

acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this grant agreement.

**3.6 Subaward to Designated Subrecipient.** If section 7 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the FHWA is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

**3.7 Designated Subrecipient Statements and Responsibilities.** If section 7 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under article 7.

## **ARTICLE 4**

### **AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

**4.1 Federal Award Amount.** The FHWA hereby awards a Grant to the Recipient in the amount listed in section 1 of schedule D as the Grant Amount.

**4.2 Federal Obligations.**

- (a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this grant agreement obligates for the budget period the amount listed in section 1 of schedule D as the Grant Amount and sections 4.2(c)–4.2(h) do not apply to this grant agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.2(c)–4.2(h).
- (c) The Fund Obligation Table in section 2 of schedule D allocates the Grant among

separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in the Technical Application, as modified by schedule E.

- (d) This grant agreement obligates for the budget period only for the amounts allocated in the Fund Obligation Table in section 2 of schedule D to the portion of the project described under “First Fund Obligation” in section 1 of schedule C.
- (e) This grant agreement does not obligate amounts allocated in the Fund Obligation Table in section 2 of schedule D to any portion of the project except the portion described under “First Fund Obligation” in section 1 of schedule C. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.2(f) or by modifying this grant agreement under article 15.
- (f) If the USDOT Payment System identified in section 5 of schedule A is “FMIS,” then for each portion of the Project except the portion described under “First Fund Obligation” in section 1 of schedule C, the amount allocated in section 2 of schedule D to that portion of the Project is obligated if, not later than the statutory lapse date identified in this grant agreement as applicable to the Grant Program, the parties execute an instrument, in the form provided in Exhibit D, documenting that:
  - (1) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied; and
  - (2) the Recipient states that it is not required to request a modification of this grant agreement under article 5.
- (g) The Recipient shall not request reimbursement of costs for a portion of the Project described in section 1 of Schedule C except for the portion described under “First Fund Obligation”, unless the amount allocated in section 2 of schedule D to that portion is obligated under section 4.2(f).
- (h) The Recipient acknowledges that:
  - (1) the FHWA is not liable for payments for a portion of the Project described in section 1 of Schedule C except for the portion described under “First Fund Obligation”, unless the amount allocated in section 2 of schedule D to that portion of the Project is obligated under section 4.2(f);
  - (2) any portion of the Grant that is not obligated under this section 4.2 by the statutory lapse date identified in section 6 of schedule For those funds lapses on the day after that date and becomes unavailable for the Project; and
  - (3) the FHWA may consider the failure to obligate funds by the statutory lapse date identified in section 6 of schedule F for those funds to be a basis for terminating this grant agreement under section 10.1.

#### **4.3 Budget Period.**

- (a) If the Federal Obligation Type identified in section 1 of schedule C is “Single,” then the budget period for this award begins on the effective date of this grant agreement and ends on the budget period end date that is listed in section 1 of schedule C or as determined in FMIS.
- (b) If the Federal Obligation Type identified in section 1 of schedule C is “Multiple,” then the first budget period for this award begins on the effective date of this grant agreement and the last budget period end date shall be no later than the end of the period of performance dated identified in section 4.4.
- (c) In this grant agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

#### **4.4 Period of Performance.**

- (a) The period of performance for this award begins on the effective date of this grant agreement and ends on the period of performance end date that is listed in section 1 of schedule C.
- (b) In this grant agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

### **ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 5.1 Notification Requirement.** The Recipient shall notify all FHWA representatives who are identified in section 4 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this grant agreement.
- 5.2 Scope and Statement of Work Changes.** If the Project’s activities differ from the activities described in the Technical Application, then the Recipient shall request a modification of this grant agreement in schedule E.
- 5.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this grant agreement to update schedule C:
  - (1) a completion date for the Project or a portion of the Project is listed in section 2 of schedule C and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
  - (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; and



- (3) a schedule change would require the period of performance to continue after the Period of Performance End Date listed in section 1 of schedule C.

For other schedule changes, the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.

#### **5.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient's obligation under this grant agreement to complete the Project; and
  - (2) the FHWA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this grant agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
  - (1) the total "Non-Federal Funds" amount decreases; or
  - (2) the total eligible Project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the FHWA and document the changes in writing.
- (d) If there are Project Cost Savings, then the Recipient may propose to the FHWA, in writing consistent with the FHWA's requirements, to include in this grant agreement specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this grant agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the FHWA does not accept the Recipient's proposal under section 5.4(d), then:
  - (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
  - (2) if that modification reduces this award and the FHWA had reimbursed

costs exceeding the revised award, the Recipient shall refund to the FHWA the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the total “Grant Funds” and “Other Federal Funds” amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**5.5 FHWA Acceptance of Changes.** The FHWA may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the Grant Program and the FHWA. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this grant agreement unless the FHWA accepts that modification request and the parties modify this grant agreement under section 15.1.

## **ARTICLE 6 GENERAL REPORTING TERMS**

- 6.1 Report Submission.** The Recipient shall send all reports required by this grant agreement to all FHWA contacts who are listed in section 4 of schedule A.
- 6.2 Alternative Reporting Methods.** The FHWA may establish processes for the Recipient to submit reports required by this grant agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

## **ARTICLE 7 PROGRESS AND FINANCIAL REPORTING**

### **7.1 Project Progress and Financial Reports and Recertifications.**

- (a) The Recipient will submit to FHWA project progress and financial reports and recertifications based on the frequency defined in the NOFO and section 8 of schedule A. If “Quarterly” or “Semiannual” are selected in section 8 of schedule A, then the reporting period and report submission due dates are defined in the table below.

<b>Quarterly Reporting Periods</b>			<b>Semiannual Reporting Periods</b>		
<b>Reporting Period</b>		<b>Due Date</b>	<b>Reporting Period</b>		<b>Due Date</b>
Quarter 1	January 1 – March 31	April 20	Half Year 1	January 1 – June 30	July 20

Quarter 2	April 1 – June 30	July 20	Half Year 2	July 1 – December 31	January 20 of the next calendar year
Quarter 3	July 1 – September 30	October 20			
Quarter 4	October 1 – December 31	January 20 of the next calendar year			

If “Annual” is selected in section 8 of schedule A, then the reporting period is from January 1 to December 31 and the Recipient must submit reports to FHWA by January 20 of the next calendar year.

- (b) If the date of this grant agreement is in the final month of a calendar year reporting period, then the Recipient shall submit the first Project Progress Report and Recertification in the second reporting period for the subsequent that begins after the date of this grant agreement.
- (c) The Recipient shall submit to the FHWA a Project Progress Report and Recertification in the format and with the content described in exhibit C.

**7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
- (2) any other information required under FHWA award closeout procedures.

## **ARTICLE 8 PERFORMANCE REPORTING**

**8.1 Baseline Performance Measurement.**

- (a) The Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
- (b) On or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is

identified in the Performance Measure Table in schedule G.

## **8.2 Post-construction Performance Measurement.**

- (a) For each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (b) For each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and
- (c) Not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-Project Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.
- (d) If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-Project Performance Measurement Report and discuss its influence on the performance measure.

## **8.3 Project Outcomes Report.** The Recipient shall submit to the FHWA, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and post-Project performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-Project Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

## **8.4 General Performance Measures.** For each performance measure that is enumerated in schedule G, the Recipient shall ensure that all data collections under this article 8 are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G.

- 8.5 Performance Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

## **ARTICLE 9 NONCOMPLIANCE AND REMEDIES**

### **9.1 Noncompliance Determinations.**

- (a) If the FHWA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this grant agreement, the FHWA may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the FHWA must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the FHWA notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

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

- (c) The FHWA may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 9.1(b); or
  - (2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the FHWA must provide a notice to the Recipient that states the bases for that determination.

### **9.2 Remedies.**

- (a) If the FHWA makes a final determination of noncompliance under section 9.1, the FHWA may impose a remedy, including:
  - (1) additional conditions on the award;

- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the FHWA; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the FHWA must provide a written notice to the Recipient that describes the remedy, but the FHWA may make the remedy effective before the Recipient receives that notice.
  - (c) If the FHWA determines that it is in the public interest, the FHWA may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
  - (d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the FHWA may elect to consider the interests of only the FHWA.
  - (e) The Recipient acknowledges that amounts that the FHWA requires the Recipient to refund to the FHWA due to a remedy under this section 9.2 constitute a debt to the Federal Government that the FHWA may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).
- 9.3 Other Oversight Entities.** Nothing in this article 9 limits any party’s authority to report activity under this grant agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 10**

### **AGREEMENT TERMINATION**

#### **10.1 FHWA Termination.**

- (a) The FHWA may terminate this grant agreement and all of its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non- Grant contribution or alternatives approved by the FHWA as provided in this grant agreement and consistent with schedule D;
  - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

- (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
  - (4) the Recipient fails to comply with the terms and conditions of this grant agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
  - (5) circumstances cause changes to the Project that the FHWA determines are inconsistent with the FHWA's basis for selecting the Project to receive a Grant; or
  - (6) the FHWA determines that termination of this grant agreement is in the public interest.
- (b) In terminating this grant agreement under this section, the FHWA may elect to consider only the interests of the FHWA.
- (c) This section 10.1 does not limit the FHWA's ability to terminate this grant agreement as a remedy under section 9.2.
- (d) The Recipient may request that the FHWA terminate this grant agreement under this section 10.1.

## **10.2 Closeout Termination.**

- (a) This grant agreement terminates on Project Closeout.
- (b) In this grant agreement, "**Project Closeout**" means the date that the FHWA notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**10.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of this grant agreement does not extinguish the FHWA's authority to disallow costs, including costs that the FHWA reimbursed before termination, and recover funds from the Recipient.

## **10.4 Non-Terminating Events.**

- (a) The end of the budget period described under section 4.3 does not terminate this grant agreement or the Recipient's obligations under this grant agreement.
- (b) The end of the period of performance described under section 4.4 does not terminate this grant agreement or the Recipient's obligations under this grant agreement.
- (c) The cancellation of funds under section 7 of schedule F does not terminate this grant agreement or the Recipient's obligations under this grant agreement.

- 10.5 Other Remedies.** The termination authority under this article 10 supplements and does not limit the FHWA’s remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## **ARTICLE 11**

### **MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

#### **11.1 Recipient Monitoring and Record Retention.**

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

#### **11.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year of the Grant Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including the Federal Fiscal Year (“FY”) in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including the Federal Fiscal Year (“FY”) in column c (“Additional Award



Identification”).

- 11.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.
- 11.4 USDOT Record Access.** The FHWA may access Recipient records related to this award under 2 C.F.R. 200.337.
- 11.5 Title 23 Oversight Responsibilities.** This award is subject to the oversight requirements of title 23, United States Code.

## **ARTICLE 12 CONTRACTING AND SUBAWARDS**

- 12.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for construction work to be performed on a Federal-aid highway (or work that is treated as if performed on a Federal-aid highway) under the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C. 113, as applicable, that 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.
- 12.2 Buy America.**
  - (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the FHWA. The Recipient acknowledges that this grant agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
  - (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this grant agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
  - (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.
- 12.3 Small and Disadvantaged Business Requirements.**

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26, including any amendments thereto.
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321, including any amendments thereto.

**12.4 Engineering and Design Services.** As applicable, the Recipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the Project in the same manner that a contract for architectural and engineering services that is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

**12.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under the Grant award.

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

**12.7 Subaward and Contract Authorization.**

- (a) If the FHWA Office for Subaward and Contract Authorization identified in section 6 of schedule A is “FHWA Division,” then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.
- (b) If the FHWA Office for Subaward and Contract Authorization identified in section 6 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308, 2 C.F.R. 200.333, and 23 C.F.R. 172, as applicable. Approvals under 2 C.F.R. 200.308(f)(6) do not apply to the procurement of goods and services.

## **ARTICLE 13**

### **COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**13.1 Limitation of Federal Award Amount.** Under the Grant Program award, the FHWA shall not provide funding greater than the amount obligated under section 4.2, and FMIS as applicable. The Recipient acknowledges that the FHWA is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**13.2 Projects Costs.** The Grant Program award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**13.3 Timing of Project Costs.**

- (a) The Recipient shall not charge to the Grant Program award costs that are incurred after the budget period.
- (b) Except as permitted under section 13.3(d), the Recipient shall not charge to the Grant award costs that were incurred before the date of this grant agreement.
- (c) The execution of this grant agreement will terminate and supersede any previous FHWA approval for the Recipient to incur costs under the Grant Program award for the Project. Section 4 of schedule D is the exclusive FHWA approval of costs incurred before the date of this grant agreement.
- (d) If section 4 of schedule D identifies an advance construction authorization under 23 U.S.C. 115 or identifies a pre-award approval under 2 C.F.R. 200.458, then the Recipient may charge to the Grant Program award, for payment from the Grant Program grant or other Federal amounts, costs that were incurred before the date of this grant agreement, were consistent with that authorization, and would have been allowable if incurred during the budget period.

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

**13.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

**13.6 Timing of Payments to the Recipient.**

- (a) Reimbursement is the payment method for the Grant Program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

**13.7 Payment Method.**

- (a) If the USDOT Payment System identified in section 5 of schedule A is “FMIS,” then

the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

- (b) If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the FHWA agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The FHWA may deny a payment request that is not submitted using the method identified in this section 13.7.

### **13.8 Information Supporting Expenditures.**

- (a) If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the FHWA determines does not include or is not supported by sufficient detail, the FHWA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

### **13.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

## **ARTICLE 14 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

### **14.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations of award funds under this grant agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 7 of schedule F.
- (b) Liquidation of obligations and adjustment of costs under the project-specific agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## **ARTICLE 15 AGREEMENT MODIFICATIONS**

**15.1 Bilateral Modifications.** The parties may amend, modify, or supplement this grant agreement by mutual agreement in writing signed by the FHWA and the Recipient. Either party may request to amend, modify, or supplement this grant agreement by written notice to the other party.

**15.2 Unilateral Contact Modifications.**

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the FHWA contacts who are listed in section 4 of schedule A.
- (b) The FHWA may update the contacts who are listed in section 4 of schedule A by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

**15.3 FHWA Unilateral Modifications.**

- (a) The FHWA may unilaterally modify this grant agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this grant agreement under this section 15.3, the FHWA must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**15.4 Other Modifications.** The parties shall not amend, modify, or supplement this grant agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

## **ARTICLE 16 CIVIL RIGHTS AND TITLE VI**

**16.1 Title VI.**

- (a) The purpose of sections 16.1(b)-16.1(c) is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.
- (b) If the Recipient is a State DOT recipient of apportioned (formula) Federal-aid highway funding or a non-State DOT who has received other Federal funds and has a current Title VI Plan on file with the FHWA, then the Recipient shall submit to the FHWA before signing this grant agreement documentation showing that the Recipient has a current Title VI Plan on file with FHWA.

- (c) If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with the FHWA then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, FHWA must complete a Title VI Assessment of the Recipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, FHWA may rely on the date of Title VI assurances provided with the signing of the grant agreement.
- (d) In this section 12.1, “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

## **16.2 Legacy Infrastructure and Facilities.**

In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

## **ARTICLE 17 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

### **17.1 Critical Infrastructure Security and Resilience.**

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Critical Infrastructure Security and Resilience (NSM-22), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 3 of schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Recipient shall submit to the FHWA a report that:
  - (1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
  - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
  - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

- (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

## **ARTICLE 18**

### **FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS**

**18.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**18.2 Federal Law and Public Policy Requirements.**

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

**18.3 Implementation of Executive Order 14025.** Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), Schedule H, Labor and Work, documents the consideration of job quality and labor rights, standards, and protections related to the Project.

**18.4 Implementation of Executive Order 14173**

- (a) Pursuant to Section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (b) Pursuant to Section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

**18.5 Federal Freedom of Information Act.**

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

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

**18.7 Whistleblower Protection.**

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

**18.8 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 25 this grant agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and
  - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
  - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
  - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
  - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance;



- (4) 23 C.F.R. Chapter 1: Federal Highway Administration, Department of Transportation as, applicable to the Recipient.
- (5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**18.9 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 19 ASSIGNMENT**

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

## **ARTICLE 20 WAIVER**

### **20.1 Waivers.**

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

## **ARTICLE 21 ADDITIONAL TERMS AND CONDITIONS**

**21.1 Effect of Urban or Rural Designation.** As applicable to the Grant Program, based on information that the Recipient provided to the FHWA, including the Technical Application, if section 1 of schedule F designates the Grant award as an urban award or a rural award, as defined in the NOFO, then the Recipient shall comply with the

requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

**21.2 Disclaimer of Federal Liability.** The FHWA 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 grant agreement.

**21.3 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**21.4 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient, a Designated Subrecipient, or a subrecipient acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:
  - (1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures; and
  - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
  - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310-200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 21.4 for all tiers of subawards under the Grant Program award.

**21.5 Environmental Review.**

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

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
  - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 21.5(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
  - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 et seq. and any other applicable environmental laws and regulations; and
  - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
  - (1) the Environmental Review Entity's actions under section 21.5(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this grant agreement may inform environmental decision-making processes, but the parties do not intend this grant agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this grant agreement, then:
  - (1) the parties may amend the grant agreement under section 15.1 for consistency with the selected build alternative; or
  - (2) if the FHWA determines that the condition at section 10.1(a)(5) is satisfied,

the FHWA may terminate this grant agreement under section 10.1(a)(5).

- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**21.6 Railroad Coordination.** If section 3 of schedule C includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

## **ARTICLE 22**

### **MANDATORY AWARD INFORMATION**

**22.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211

- (1) the “Federal Award Date” is the date of this grant agreement, as defined under section 24.2;
- (2) the “Assistance Listings Number” is provided in section 7 of schedule D; and
- (3) this award is not for research and development.

**22.2 Federal Award Identification Number.**

- (a) The Federal Award Identification Number (“FAIN”) will be generated when the FHWA authorizes the project in FMIS. If the Recipient is a State DOT, they acknowledge that they have access to FMIS and can retrieve the FAIN from FMIS. If the Recipient is a non-State DOT, they acknowledge that the FAIN is on the FMIS project authorization.

**22.3 Recipient’s Unique Entity Identifier.**

- (a) If the USDOT Payment System identified in section 5 of schedule A is “FMIS,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS or GrantSolutions, as applicable. The Recipient acknowledges that it has access to FMIS or GrantSolutions and can retrieve the unique entity identifier from FMIS or GrantSolutions, as applicable.
- (b) If the USDOT Payment System identified in section 5 of schedule A is “DELPHI eInvoicing,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is listed on page 1, line 4 of the Non-State DOT Recipient Signature Page.

## ARTICLE 23 CONSTRUCTION AND DEFINITIONS

**23.1 Schedules.** This grant agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Project Changes
Schedule F	Grant Program Designations
Schedule G	Grant Performance Measurement Information
Schedule H	Labor and Work

**23.2 Exhibits.** The following exhibits, which are located in the document titled “Federal Highway Administration Exhibits to Competitive Grant Agreements”, and available at <https://www.fhwa.dot.gov/pgc/>, are part of this grant agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

**23.3 Construction.**

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 23.1 will expressly identify the relevant schedule; and
- (3) there are no references to articles or sections in this grant agreement portions of this grant agreement that are not contained in schedules listed in section 23.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in this grant agreement, then this grant agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

**23.4 Integration.** This grant agreement constitutes the entire agreement of the parties relating to the Grant Program and awards under that program and supersedes any previous agreements, oral or written, relating to the Grant Program and awards under that program.

**23.5 Definitions.** In this grant agreement,, the following definitions apply:

**“General Terms and Conditions”** means this document, including articles 1–24.

**“Grant”** means an award of Federal Highway Administration grant program funds that were made available under the Notice of Funding Opportunity (“NOFO”) identified in section 7 of schedule D.

**“Grant Amount”** means the amount of the grant funds awarded to the Recipient in section 1 of schedule D.

**“Grant Program”** means the grant program on the title page of Schedules A to H to the Grant Agreement.

**“Program Statute”** means the collective statutory text in schedule F.

**“Project”** means the project proposed in the Technical Application, as modified by the negotiated provisions of this grant agreement, including schedules A to H.

**“Technical Application”** means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## **ARTICLE 24**

### **AGREEMENT EXECUTION AND EFFECTIVE DATE**

**24.1 Counterparts.** This grant agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**24.2 Effective Date.** This grant agreement will become effective when all parties have signed it. The date of this grant agreement will be the date this grant agreement is signed by the last party to sign it. This instrument constitutes a Grant when the FHWA’s authorized representative signs it.

**FEDERAL HIGHWAY ADMINISTRATION**  
**EXHIBITS TO COMPETITIVE GRANT AGREEMENTS**

**Date: November 19, 2025**

## **EXHIBIT A**

### **APPLICABLE FEDERAL LAWS AND REGULATIONS**

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

#### **General Federal Legislation**

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- 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 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- 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 – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- 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 – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794



- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 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. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- 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, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. 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)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

## **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14154 – Unleashing American Energy
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-based Opportunity

## **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

## **General Federal Regulations**

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

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

- a. Any applicable OMB Circular.

## **Highway Federal Legislation**

- a. Highways – Title 23, U.S.C. including but not limited to:
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313  
(see [http://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm))
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

## **Federal Highway Regulations**

- a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Intelligent Transportation System Architecture and Standards – 23 C.F.R. Part 940
- j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- m. External Programs – 23 C.F.R. Part 230

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

**EXHIBIT B**  
**ADDITIONAL STANDARD TERMS**

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

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

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

49 C.F.R. Parts 21 (including any amendments thereto), 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this grant agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

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

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

**General Assurances**

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

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

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

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted award under the grant program on the title page of Schedules A to H to the Grant Agreement:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with an award under the grant program on the title page of Schedules A to H to the Grant Agreement and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

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

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

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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



## APPENDIX A

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

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

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

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

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

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the terms and conditions of the award under the grant program on the title page of Schedules A to H to the Grant Agreement, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

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

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

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

## APPENDIX C

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

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

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

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

## **APPENDIX D**

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

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

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

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

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

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

**2 C.F.R. Parts 180 and 1200**

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

By signing and submitting the Technical Application and by entering into this agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the award under the grant program on the title page of Schedules A to H to the Grant Agreement, as set out below.

**1. Instructions for Certification – First Tier Participants:**

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



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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), similar provisions in prior appropriation acts, and anticipated for future appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

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

The Recipient therefore agrees:

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

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

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

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

**“Tax Delinquency”** means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
  - (1) Certify whether the entity has a Tax Delinquency; and
  - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
  - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
  - (2) an entity provides an affirmative response to either certification in section 3; or
  - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT FHWA.**
  - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT FHWA in writing of that entry.
  - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT FHWA in writing of that affirmative response.
  - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT FHWA in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
  - (1) require the SAM check in section 2;
  - (2) require the certifications in section 3;
  - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT FHWA under section 5.

## **TERM B.4**

### **RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

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

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

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

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

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



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

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

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

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

**EXHIBIT C**  
**PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:**  
**FORMAT AND CONTENT**

- 1. Purpose.** The purpose of the Project Progress Reports and Recertifications under the grant program on the title page of Schedules A to H to the Grant Agreement are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a cost, schedule, and project status report that contains the sections enumerated in the following list. At the discretion of the FHWA, modifications or additions can be made to produce a progress reporting format that will most effectively serve both the Recipient and the FHWA. Some projects will have a more extensive project progress status reporting than others. For smaller projects, the FHWA may determine that the content of the project progress reports will be streamlined and project status meetings will be held on a less-frequent basis. The first project progress report should include a detailed description and, where appropriate, drawings of the items funded.
  - (a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this grant agreement.
  - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any grant award requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
  - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
  - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
  - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. 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.

**(f) Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

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

**(g) Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

**(h) Certifications.**

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

**EXHIBIT D**  
**FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The FHWA and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the FHWA on **[date of FHWA signature on original grant agreement]** (the “Agreement”).

As described in section 4.2(f) of the General Terms and Conditions, this instrument authorizes the obligation of **[\$XXX]** for **[insert portion of project listed in the Fund Obligation Table in section 1 of schedule C]**.

**[Recipient name]** states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that FHWA is acting in reliance on the Recipient’s statements above.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">Date</div><div style="width: 60%;">By:</div></div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">Signature of Recipient’s Authorized Representative</div><div style="width: 60%;"><b>[insert name]</b></div></div> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">Name</div><div style="width: 60%;"><b>[insert title]</b></div></div> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">Title</div><div style="width: 60%;"></div></div>
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The FHWA has determined that:

- (1) all applicable Federal requirements for obligating these funds are satisfied.

<hr/>	By:	<hr/>
Date		Signature of FHWA Division Administrator
		<b>[insert name]</b>
		<hr/>
		Name
		<b>[insert title]</b>
		<hr/>
		Title

CEO Report

# CEO Report

CEO Report

1. Admin / Maintenance Facility Update: Title VI Equity analysis out for public comment. Closes Feb 16.
  2. Indoor Bus Storage (Boone) FTA has moved NEPA to SHPO on both properties 12/28 once that happens we can begin land negotiations. Ask a special board meeting before the next board meeting.
  3. Still working on the Buy America waiver for the e-Jest small electric vehicle. Sent another letter to FTA headquarters to see if there has been any more movement on this waiver. Also was able to talk to Administrator Marc Molinaro at the APTA Conference on the importance of this waiver. Met the Deputy Assistant, Secretary for Intergovernmental Affairs and got more information about how we may be able to get more traction by getting some additional letters of support from the RPA and MPO's.
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4. Conferences/Trainings/Events Attended or Upcoming
    - Attended TRB (Transit Research Board) Conference and Bus Coalition Annual Meeting in Washington DC
  5. Requested match money for a vehicle replacement from the Madison County Community Foundation.
  6. Submitted a letter of interest for match money for a vehicle replacement from the Warren County Community Foundation.
  7. Ordered 6 hybrid mini-vans through ICAM and should have them within 3-4 months
  8. Assisted Rides software through RSVP grant for Volunteer program. We can extend this software to other partners such as Madison County VA, which Mildred will be doing.
  9. New donor database for Heart of Transit. (Brooke)
  10. Iowa Yearend review responses were submitted and now waiting on Iowa DOT review and response.
  11. Brooke and I presented at Asset meeting for financial budget.
  12. Brooke presented to Dallas County BOS for FY2027 funding. Julia will present to Madison and Jasper this week.
  13. Annual Audit is going very smooth this year. We did a lot of prep work and it is paying off.
  14. CyBiz gave a presentation a marketing campaign, which allowed us to build an Awareness campaign. It was presented to the TAG and Danny has a schedule of pushing out various parts of the campaign throughout our communities. We also have been awarded a \$25,000 grant from Special State Transit funding for a FY27 Awareness Campaign.
  15. Worked at state level on all MTM issues and we are starting to see trips funds come in from August. YAY!
  16. Grants have been submitted for Health Connector in Story County; Expanding Vanpool with Enterprise program and Awareness Campaign to help increase ridership. We have been awarded all 3 of these grants. More info to come.