Transit Authority of River City

MEMORANDUM

To: TARC Board of Directors

From: Ozzy Gibson, Executive Director

Date: June 23, 2026

Re: Resolution 2026-28 Bus Stop Improvements and Pedestrian Access Upgrades – Joint Agreement (#20262042)

Improving the accessibility, appearance, and comfort of bus stops is central to TARC's mission. For several years, TARC has collaborated with Louisville Metro (Metro) to execute these essential upgrades. In anticipation of the expiration of the current agreement on June 30, 2026, TARC Planning and Metro Public Works have together created a new draft three-year agreement (July 1, 2026 – June 30, 2029). Wesley Sydnor, the Director of Metro Public Works and Assets approved this new agreement effective July 1, 2026. The agreement is valid through June 30, 2029.

TARC Procurement has conducted an Independent Cost Estimate (ICE) based on historical expenditure data from the previous agreement to ensure price reasonableness. Under this renewed partnership, TARC will identify and prioritize infrastructure needs in coordination with Metro Public Works and Assets. TARC will contribute up to $2,000,000 in obligated federal funds for bus stop enhancements.

This partnership has already successfully delivered new or replaced sidewalks and shelters across our entire service area. While significant progress has been made, miles of sidewalk installation remain necessary to ensure our fixed-route system is fully accessible and ADA-compliant.

The staff is seeking authority to contribute up to $2,000,000 in Federal funds over the next three years to support the joint Bus Stop Improvements and Pedestrian Access Upgrades project in partnership with Louisville Metro Public Works and Assets.

Please call me at 561-5100 if you have any questions. Thank you.

Transit Authority of River City

RESOLUTION 2026-28
BUS STOP IMPROVEMENTS AND PEDESTRIAN ACCESS UPGRADES - JOINT AGREEMENT (#20262042)

A Resolution authorizing the Executive Director to enter into an agreement with Louisville Metro Public Works for the period of July 1, 2026 to June 30, 2029 and expend up to $2,000,000 in Federal funds awarded to TARC for construction of Bus Stop Improvements and Pedestrian Access Upgrades.

WHEREAS, TARC is committed to improving the accessibility, safety, and comfort of its bus stop network as a core component of its service mission; and

WHEREAS, TARC and Louisville Metro Government (Metro) have successfully collaborated for many years on the Bus Stop Improvements and Pedestrian Access Upgrades project to deliver sidewalk and shelter infrastructure; and

WHEREAS, TARC Procurement has conducted an Independent Cost Estimate (ICE) in accordance with FTA C4220.1G Federal Register (.gov) requirements, utilizing historical expenditure data from the previous agreement to establish a baseline for price reasonableness; and

WHEREAS, TARC and Louisville Metro Government have negotiated an agreement that covers work performed between July 1, 2026 and June 30, 2029, and that expedites planning and maximizes coordination of Bus Stop Improvements and Pedestrian Access Upgrades; and

WHEREAS, a new Intergovernmental Agreement has been approved by both TARC's General Counsel and the Assistant Jefferson County Attorney to continue this partnership from July 1, 2026, through June 30, 2029; and

WHEREAS, the agreement stipulates that TARC will provide the technical prioritization for improvements while Metro oversees physical implementation, utilizing up to $2,000,000 in obligated Federal funds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Transit Authority of River City that:

The Executive Director is hereby authorized to enter into an agreement with Louisville Metro Public Works for the period of July 1, 2026 to June 30, 2029 and expend up to $2,000,000 in Federal funds awarded to TARC for construction of Bus Stop Improvements and Pedestrian Access Upgrades.

ADOPTED THIS 23rd DAY OF JUNE 2026

Abbie R. Gilbert

Abbie Gilbert, Chair of the TARC Board of Directors

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AGREEMENT BETWEEN
TRANSIT AUTHORITY OF RIVER CITY
AND
THE LOUISVILLE METRO GOVERNMENT

This AGREEMENT is entered into as of this 1st day of July, 2026, by and between the Transit Authority of River City, hereinafter referred to as "TARC", and the Louisville Metro Government, hereinafter referred to as the "Contractor".

PART I
SPECIFIC PROVISIONS

Whereas, TARC desires to engage the Contractor to construct Bus Stop Improvements and Pedestrian Access Upgrades on public right-of-way, hereinafter referred to as the 'Project', in accordance with Part V Scope of Work hereinafter described in connection with the TARC's Public Transit Services to be funded by

- Grants from the Federal Transit Administration (FTA),
- General funds provided by Louisville Metro Government, or
- Other local funding sources,

and whereas, the Contractor has expressed a willingness to render the desired services for the Project; in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1 AGREEMENT

This Agreement shall consist of:

- Part I entitled Specific Provisions
- Part II entitled Terms and Conditions
- Part III entitled Project Budget
- Part IV entitled Debarment Certification
- Part V entitled Scope of Work

Which Parts are attached hereto and incorporated herein by reference.

SECTION 2 SERVICES

The Contractor agrees to perform the services as described in the Scope of Work, which is Part V of this agreement, and in accordance with the terms and conditions of this agreement.

SECTION 3 COMPENSATION

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The total amount of compensation to be paid by TARC to the Contractor for services outlined in Part V Scope of Work shall not exceed $2,000,000 which may represent up to and including 100% of the total project using FTA Funds. Payment will be made in accordance with the terms and conditions set forth in Part III, Project Budget.

SECTION 4 PERIOD OF PERFORMANCE

This Agreement shall commence as of July 1, 2026, and terminate as of June 30, 2029. All of the services and work required in the Scope of Work shall be completed and presented to TARC on or before the termination date unless approved in writing by TARC in accordance with Part II, Section 2, Subpart D.

SECTION 5 PROJECT FUNDING

A. It is expressly understood that funds for this Project are to be expended only for the purpose and activities covered by the Scope of Work and Project Budget.

B. The total eligible cost of the Project shall not exceed the amount stated in the Project Budget unless approved in writing by TARC in accordance with Part II, Section 2, Subpart D.

C. It is expressly understood and agreed that the final claim shall be submitted to TARC no later than twenty-five (25) days after the termination date of this Agreement.

SECTION 6 REQUEST FOR PAYMENT

A. The Contractor agrees to adhere to all payment procedures of TARC during the term of this Agreement. Payment for any cost pursuant to this section shall constitute a final determination by TARC of the eligibility of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Contractor.

B. In the event that TARC-reimbursed costs are proven to be ineligible under the terms of this agreement, the Contractor shall reimburse TARC for all funds spent on said ineligible work. In order for the Contractor to be reimbursed for any costs which are not listed in the Project Budget the Contractor must obtain written approval from TARC prior to incurring these costs.

SECTION 7 INSURANCE

The Contractor shall comply with all applicable insurance, surety bonds, and qualifications of State and Local law.

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SECTION 8 SUBCONTRACT

This agreement is a subcontract of the contracts between TARC and the Federal Transit Administration.

SECTION 9 LEGAL AUTHORITY

Contractor hereby assures and certifies with respect to this Agreement that it possesses the legal authority to execute and administer this Agreement.

IN WITNESS WHEREOF, the Transit Authority of River City and Contractor have by their duly authorized officials entered into this agreement.

Louisville Metro Government, Kentucky

Signed by:
BY: Wesley Sydnor
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Wesley Sydnor
Director, Public Works and Assets

Date: 4/30/2026

Transit Authority of River City

BY: OS
Ozzy Gibson
Executive Director

Date: 6/26/20

Approved as to Legal Form on behalf of Louisville Metro Government

BY:
Assistant Jefferson County Attorney

Approved as to Legal Form

BY:
Legal Counsel for the
Transit Authority of River City

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PART II
TERMS AND CONDITIONS

SECTION 1 DEFINITIONS AS USED IN THIS AGREEMENT:

A. "Project" means the task or set of tasks provided, as set forth in Part V, which the Contractor undertakes to perform pursuant to this Agreement.

B. "U.S.D.O.T." means the U. S. Department of Transportation, including the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), or any persons duly authorized to perform the functions required under this Agreement by the U.S.D.O.T.

C. "KYTC" means the Kentucky Transportation Cabinet.

D. "STATE" means the Commonwealth of Kentucky.

SECTION 2 ACCOMPLISHMENT OF THE PROJECT

A. General Requirements

The Contractor shall undertake, and complete the Project in a sound, economical, and efficient manner, and in accordance with the provisions hereof, all applicable Federal, State and Local laws, and regulations and directives issued by the KYTC and the U.S.D.O.T.

B. Applicable Laws

(1) In performance of its obligations pursuant to this Agreement, the Contractor and its subcontractors shall comply with all applicable provisions of Federal, State, and Local law, and obtain the necessary licenses, permits, certificates, or consents which may be required in order to complete the Project. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements. If there is a conflict between Federal and State requirements, the Contractor shall inform TARC in order that an appropriate resolution may be arranged. The Contractor agrees further that no Federal funds may be used for the payment of ordinary governmental or non-project operating expenses.

(2) Insofar as any provisions of the Agreement that are not governed by Federal law and the regulations required thereby, or incorporated herein by reference, the provisions then shall be construed and interpreted solely in accordance with the laws of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Jefferson County Circuit Court of the Commonwealth of Kentucky.

C. Submission of Reports, Proceedings, Contracts and Other Documents

The Contractor shall submit to TARC such data, reports, records, contracts, and other documents relating to the Project as TARC may require. The Contractor shall retain intact, for four (4) years from the date of final payment, all Project documents, financial records, and supporting documents.

D. Amendments

The Contractor shall immediately notify TARC of any change in conditions, or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of

this Agreement. Any proposed change in this Agreement must be by the mutual consent of the Contractor and TARC and must have prior written approval of TARC. In no event shall any amendment to this Agreement be valid unless incorporated in writing into this Agreement.

E. Subcontracts

(1) TARC shall not be subject to any obligations or liabilities by subcontractors of the Contractor, or any other person not a party to this Agreement in connection with the performance of this Project without its specific written consent.

(2) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, or execute any lease, mortgage, lien or subcontract relating to this Agreement or affecting Project facilities or equipment, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written consent of TARC. The Contractor shall not, by any act or omission of any kind, impair its continuing control over the use of Project facilities or equipment during the useful life thereof. All subcontracts must be approved in accordance with the Contractor's purchasing regulations for the contracting of Federal funds prior to the Contractor executing the subcontract. Any such subcontract approved by the Contractor which exceeds $25,000 in cost shall contain all of the contract clauses as provided in this agreement.

SECTION 3 ACCOUNTING RECORDS

A. Project Accounts

The Contractor shall establish and maintain as a separate set of accounts, or within the framework of an established accounting system, accounts for the Project in a manner consistent with federal Office of Management and Budget (OMB) circulars applicable to the Contractor.

B. Documentation of Project Costs

All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing in detail the nature and propriety of the charges. Such records, together with supporting documents, shall be retained for a minimum period of four (4) years from the date of final payment under this Agreement.

C. Allowable Costs

Expenditures made by the Contractor shall be reimbursable as allowable costs to the extent that they meet all of the requirements set forth below. They must:

(1) Be made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;

(2) Be necessary in order to accomplish the Project;

(3) Be reasonable in amount for the goods or services purchased;

(4) Be agreed upon fees or actual net costs to the Contractor (i.e., the price paid minus any refunds, rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred);

(5) Be incurred (and be for work performed) during the performance period of this Agreement, unless specific authorization from TARC to the contrary is received;

(6) Be satisfactorily documented; and

(7) Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the U.S.D.O.T., the FTA, and TARC for the Contractor; and those approved or prescribed by the Contractor for its subcontractors.

D. Audits, Inspections and Monitoring

(1) The Contractor shall permit TARC, the KYTC, the U.S.D.O.T., the U.S. Comptroller General, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement, and to inspect all Project equipment and property for a period of four (4) years from the date of final payment under this Agreement.

(2) The Contractor shall permit audits by the Kentucky State Auditor, or its duly authorized representative, in accordance with compliance guidelines established by the Kentucky State Auditor.

(3) The Contractor shall include in all its contracts under this Agreement, a provision that TARC, KYTC, the U.S.D.O.T., the U.S. Comptroller General or any of their duly authorized representatives will have full access to and the right to examine any pertinent documents or records of any such subcontractor involving transactions related to this agreement for a period of four (4) years from the date of the final payment under this Agreement.

E. Interest

The following requirements apply to the Contractor:

(1) Any interest earned on Federal funds by the Contractor must be identified and remitted to TARC except as provided by section 203 of the Intergovernmental Cooperation Act of 1968, 42 U.S.C. Sec. 4213.

(2) Upon notice by TARC to the Contractor of specific amounts due the U.S.D.O.T., the Contractor shall promptly remit any excess payment of amounts or disallowed costs to TARC. Interest may be assessed from the time of notice and charged for any amounts due to the U.S.D.O.T. that are not paid as set forth in the Treasury Fiscal Requirements Manual.

SECTION 4 PROJECT SETTLEMENT, COMPLETION REPORT, AND CLOSE-OUT

A. Completion Report

Upon successful completion of the Project or upon termination by TARC, the Contractor shall, within twenty-five (25) days of the completion date of the Project, submit a final project Completion Report. The format of the report shall follow specifications provided by TARC.

B. Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the Contractor and TARC shall be referred to the Executive Director of TARC and the Director of Louisville Metro Government Department of Public Works and Assets, or their duly authorized representatives, to negotiate a mutually agreeable resolution.

SECTION 5 LIABILITY

A. All grants, payments and obligations of TARC under this Agreement are subject to the receipt of funds by TARC from the U.S.D.O.T. through Jefferson County, Kentucky. TARC shall not be liable

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to the Contractor for any failure or delay in performance of its obligations to the Contractor which are the result of any failure or delay in performance between TARC and the U.S.D.O.T.

B. The Contractor shall procure and maintain, at its expense and without expense to TARC, until final payment by TARC for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided, covering all operations under this Agreement whether performed by the Contractor or their subcontractors. The Contractor shall maintain a certificate in its files showing that it has complied with this Section.

C. The Contractor's Liability Insurance, pursuant to Ordinance No. 11, Series 2003, is self-insured for all properly asserted General Liability claims brought against it to which the Contractor does not otherwise have a legal defense. In addition, the Contractor agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which the Contractor does not otherwise have a legal defense, covering Bodily Injury, Property Damage, and Personal Injury Liability under the "Louisville Area Governmental Self Insurance Trust," as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least $5,000,000.00 per Occurrence under a Combined Single Limit format. The Contractor agrees to provide TARC with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust, if requested.

D. The Contractor maintains and appropriates funds for the Self-Insurance Program for Workers' Compensation coverage to the contractor's employees. The Contractor is in compliance with KRS 342.340 of the Workers' Compensation Act and has received the Certificate of Self-Insurance as proof of ability to pay compensation claims.

SECTION 6 INDEMNIFICATION

A. It shall be the responsibility of the Contractor to obtain authorization for use of documents or materials subject to property rights of any private person or other legal entity. The Contractor agrees to indemnify the U.S.D.O.T., the KYTC and TARC for any damages they might incur as a result of non-negligent use of documents or materials submitted by the Contractor which are subject to property rights of a third party.

B. The Contractor, to the extent permitted by law and due to the negligence or .omission of the Contractor or their employees while acting within the scope of their employment, agrees to indemnify, defend and hold harmless the U.S.D.O.T., KYTC, and TARC, and its agents, officers and employees from all claims and suits for loss of or damage to property, including the loss of use thereof and injuries to or death of persons; including the property of, or officers, agents and employees of the Contractor or its subcontractors; and from all judgments recovered therefrom, and from expenses in defending said claims, or suits, including court costs, attorney's fees and other expenses, caused by any act or omission of the Contractor and/or subcontractors, their respective agents, officers, servants and employees, and not caused by the sole fault or negligence of TARC, or its respective agents, officers and employees.

SECTION 7 TERMINATION AND BREACH

A. TARC or the Contractor may suspend or terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditures of funds. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. TARC shall allow full credit to the Contractor for the Federal share of any non-cancelable obligations, properly incurred by the Contractor prior to termination.

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B. TARC may suspend or terminate this Agreement in whole, or in part, at any time before the date of completion, whenever TARC determines that the Contractor has failed to comply with the terms and conditions of this Agreement. TARC shall notify the Contractor in writing of the determination and the reasons for the termination together with the effective date of such termination at least thirty (30) days before the effective date of such termination. Any failure to make progress, which significantly endangers substantial performance of this Project within a reasonable time, shall be deemed to be a violation of the terms of this Agreement. Discontinued use of Project equipment during its useful life shall be deemed a violation of the terms of this Agreement.

C. TARC may terminate this agreement immediately for cause upon written notice served upon the Contractor by registered mail with return receipt requested.

D. In the event of termination, all finished or unfinished documents or other materials prepared by the Contractor, under this Agreement, at the option of TARC, shall be delivered within twenty (20) days to TARC and become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. The phrase "satisfactory work completed" shall mean to the satisfaction of TARC and shall be applied to demand accurate, diligent and able workmanship from the Contractor. If the Contractor fails to make such delivery then the Contractor shall pay to TARC any damage it may sustain by reason thereof.

E. Upon termination of the Project and cancellation of this Agreement, the Contractor agrees to dispose of any Project equipment in accordance with TARC requirements.

F. The Contractor shall not be relieved of liability to TARC for damages sustained by TARC by virtue of any breach of this Agreement by the Contractor. TARC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due TARC from the Contractor is determined. The Contractor will be reimbursed for all non-cancelable obligations incurred prior to termination. The acceptance of a remittance by TARC of any or all Project funds previously received by the Contractor or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which TARC or the U.S.D.O.T. may otherwise have arising out of this Agreement.

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SECTION 8 FEDERAL AND STATE REQUIREMENTS

A. Nondiscrimination

The following conditions are applicable:

(1) State Law

Pursuant to the Governor's Code of Fair Practice of Kentucky, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, age or ancestry. Breach of this covenant may be regarded as a material breach of the contract. Pursuant to State law, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age (40 or older). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, ancestry, sex, age (40 or older), or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, sex, age (40 - older), or handicap.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(2) Federal Law-42 USC 2000e

The Contractor shall comply with 42 USC 2000e, the terms of which are incorporated by reference and made a part of this Agreement. Breach of this covenant may be regarded as a material breach of the contract.

The Contractor and any agent of the Contractor, in the performance of the work under this Agreement, shall comply with 42 USC 2000e, provided the Contractor have fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year. 42 USC 2000e states in part that it shall be unlawful for the Contractor to:

(a) Fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or

privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(b) To limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex or national origin.

(3) Federal Law-49 CFR Part 21

The Contractor shall comply and shall assure the compliance by subcontractors under this Agreement with all the requirements imposed by Title VI of the Civil Rights Act of 1964, as amended. Accordingly, the Contractor shall comply with the U.S. Department of Transportation Regulations, Title 49, Code of Federal Regulations, Part 21 through Appendix A and 23 CFR 710.405(b), which are herein incorporated by reference and made a part of this Agreement. Title 49, Code of Federal Regulations, Part 21, effectuates 42 USC 2000e above. Pursuant to 49 CFR Part 21, the Contractor agrees as follows:

(a) The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix "A" of the regulations.

(b) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractors' obligation under this Agreement and the regulations relative to nondiscrimination.

(c) The Contractor will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by TARC, KYTC or U.S.D.O.T., to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to TARC, KYTC, or the U.S.D.O.T. as appropriate, and shall set forth what efforts it has made to obtain the information.

(d) In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, TARC shall impose such contract sanctions as it, KYTC, or the U.S.D.O.T. may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue federal financial assistance or by any other means authorized by law.

(4) Incorporation of Provisions

The Contractor will include the provisions of Section 8A in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as TARC, KYTC, or the U.S.D.O.T. may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request TARC to enter into such

litigation to protect the interests of TARC and, in addition, the Contractor may request the United States to enter into such litigation to protect its interests.

B. Nondiscrimination Pertaining to Persons with Disabilities

The Contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, PL-93-112, and with all applicable requirements under the Americans with Disabilities Act of 1990, PL-101-336, and applicable federal regulations (49 CFR Parts 27, 37 and 38 and 29 CFR Part 1630).

C. Competition in Procurement

The Contractor shall comply with the Procurement Standards requirements set forth in the federal Office of Management and Budget applicable to the Contractor, as amended and all revisions thereof, as may be appropriate; and all established procedures of TARC. TARC reserves the right to review the Contractor's technical specifications and requirements, where such review is necessary for proper project administration. The Contractor further agrees that no Federal funds shall be used to support procurement utilizing exclusionary or discriminatory specifications.

D. Buy America

All procurement and construction contracts under this Agreement must comply with Section 165 of the Surface Transportation Assistance Act of 1982, PL 97-424, 49 USC 1601, and U.S.D.O.T. regulations and guidance issues to implement this statutory provision.

E. Energy Conservation

During the performance of this Agreement, the Contractor shall comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

F. Privacy Act

The Contractor shall comply with the Privacy Act of 1974 (5 USC Section 552a) and the rules and regulations issued pursuant to the Act when the performance of this Agreement involves activities associated with maintaining a system or records on individuals to be operated by the Contractor, its subcontractors or employees to accomplish a Government function. The Contractor shall include this Privacy Act notification in every approved subcontract for the same purpose.

G. Prohibited Interests

(1) No officer, member or employees of TARC, KYTC, and no member of the TARC Board or the State governing body, and no other public official of the governing body of the State in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

(2) No member of or delegate to the Congress of the United States, shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

H. Restrictions on Lobbying

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The Contractor hereby certifies that it has complied with 31 USC 1352, regarding the use of federal funds for lobbying purposes, including the completion of a disclosure form, if necessary. The U.S. Code provides in part that:

(1) No Federal appropriated funds have or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant contract for Federal funding, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Standard Form-LLL is available from TARC.

(3) The Contractor shall require that this Restriction on Lobbying contract clause be included in all lower tier subcontracts which exceed $100,000 and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. This certification is a prerequisite for making and entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

I. Compliance With Environmental Standards

The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act 49 USC 1857 (h), Sections 308 and 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Contractor shall notify TARC of the receipt of any communication from EPA indicating that a facility to be utilized in the Project is under consideration for listing by EPA.

J. Drug-Free Workplace

(1) The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to TARC within eight (8) days after receiving actual notice that an employee of the Contractor's Department of Public Works, Department of Transportation has been convicted of a criminal drug violation occurring in the Contractor's workplace.

(2) In addition to the provisions of subparagraph (1) above, if the total contract amount set forth in this Agreement is in excess of $25,000, the Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Contractor in conjunction with this Agreement and which is appended as an attachment hereto.

(3) It is further expressly agreed that the failure of the Contractor to in good faith comply with the terms of subparagraph (1) above, or falsifying of otherwise violating the terms of the

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certification referenced in subparagraph (2) above shall constitute a material breach of this Agreement, and shall entitle TARC to impose sanctions against the Contractor including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of the Contractor from doing further business with TARC for up to four(4) years.

SECTION 9 MISCELLANEOUS

A. Bonus or Commission

The Contractor warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval by TARC, which may be necessary in connection with carrying out this Agreement.

B. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, TARC shall have the right to annul this Agreement without liability or at its discretion, to deduct from the compensation to be paid under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

C. Successors and Assigns

TARC and the Contractor each binds itself, its partners, successors, executors, administrators, and assigns to the other parties to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other parties in respect to all promises of this Agreement.

D. Severability

If any part or provision of this Agreement is held invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part or provision held to be invalid.

E. Funding Cancellation

If the U.S.D.O.T., Jefferson County, or KYTC makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the U.S.D.O.T., or the KYTC that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

F. Patent Rights and Copyrights

(1) No invention conceived or first actually reduced to practice in the course or under this Agreement by the Contractor or any subcontractor, which is or may be patentable under the patent laws of the United States of America or any foreign country may be patented without the written authorization of the U.S.D.O.T. The Contractor shall include a similar clause in all of its subcontracts. All disputes arising out of patent rights shall be governed by the rules and regulations pertaining to patents as issued by the U.S.D.O.T.

(2) The Contractor shall be free to copyright material developed under this Agreement with the provisions that TARC, KYTC, and the U.S.D.O.T. reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the work for government purposes.

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G. Ownership of Documents

(1) All documents, including tracings, drawings, reports, data, and records, as instruments of service, are to be the joint property of the KYTC, TARC and the Contractor. During the performance of the services provided herein, the Contractor shall be responsible for any loss or damage to the documents, herein enumerated.

(2) Pursuant to Section 8136 of the Department of Defense Appropriations Act for fiscal year 1989, the Contractor shall clearly set forth in any statement, press release, request for proposal, bid solicitation or other document describing projects or programs funded in whole or in part with U.S.D.O.T. funding information concerning the use of those U.S.D.O.T. funds. All reports published by the Contractor shall contain the following credit reference:

Preparation of this report has been financed by the Federal Transit Administration, and local governments in the TARC region. This financial assistance notwithstanding, the contents of this report do not necessarily reflect the official views or policies of the funding agencies. Accuracy of the information presented herein is the responsibility of Contractor.

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PART III
PROJECT BUDGET AND PAYMENT

SECTION 1. In no event shall the maximum liability of TARC under this contract exceed $2,000,000.

SECTION 2. The Contractor shall be compensated based upon the submission of monthly invoices in a format prescribed by the Louisville Metro Office of Management and Budget . The monthly invoice will also include a narrative progress report detailing the work that was completed during the period being billed. All invoices must be accompanied by invoices from sub-contractors, and other information supporting the nature and propriety of all charges. The invoices must be signed by the assigned Metro Project Manager.

SECTION 3. The payment of an invoice by TARC shall not prejudice TARC's right to object or question any invoice or matter in relation thereto. Such payment by TARC shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein.

SECTION 4. TARC reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the parties any amounts which are or shall become due and payable to TARC by the Contractor.

SECTION 5. TARC will reimburse the Contractor up to 100% of each allowable cost identified in submitted invoices. The Contractor will be responsible for any required local share of costs identified in each invoice which are not reimbursed by TARC.

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PART IV
DEBARMENT CERTIFICATION

This certification applies to the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of Federal funds.

Instructions for Certification

1. By signing and submitting this Contract, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with TARC's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when TARC determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to TARC if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact TARC for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this Contract 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 his covered transaction unless authorized by TARC when entering into this transaction.

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7. The prospective primary participant further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by TARC entering into this covered transaction without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, TARC may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension and other Responsibility Matters -- Primary Covered Transactions

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

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

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

By _____
(SIGNATURE) (TITLE)

Before me, a Notary Public in and for said County and State personally appeared

_____, who swore to and acknowledged the truth of the

statements in the foregoing Certification on this _____ day of

_____, 20 _____.

By _____
(SIGNATURE of NOTARY PUBLIC)

My Commission Expires _____

_____ _____
(COUNTY OF RESIDENT) (PRINTED OR TYPED)

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PART V
SCOPE OF WORK

The general understandings are as follows:

- TARC will contract with the Louisville Metro Government for a total of $2,000,000 of funds provided by the Federal Transit Administration (FTA). Where Transportation Development (Toll Road) Credits from the Kentucky Transportation Cabinet have been made available, these funds can be used in selected corridors for up to 100% of the total project.

- A steering committee composed of representatives of TARC and Louisville Metro will meet as needed to review and approve the sites prior to construction and up to the total project limit.

- The Louisville Metro Government will contract with a construction company to complete a "Design Build" project to upgrade the accessibility of TARC bus stops throughout Louisville Metro Area, Kentucky. This will be accomplished through the Louisville Metro Government's purchasing regulation in accordance with Federal requirements and could include the use of annual price contractors who conform to these requirements.