ATTACHMENT "A"

STATE OF NEBRASKA
GAME AND PARKS COMMISSION

RECREATIONAL TRAILS PROGRAM (RTP) PROJECT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the City of Lincoln, sponsor, hereinafter referred to as the "RECIPIENT," and the Nebraska Game and Parks Commission, a duly organized and acting agency of the State of Nebraska, hereinafter referred to as "NGPC" for the purpose of completing the Billy Wolff Trail Renovation, hereinafter referred to as the "PROJECT."

WITNESSETH:

WHEREAS, the RECIPIENT desires to acquire, construct, develop, or maintain a public recreation trail project, which project is more particularly described hereafter; and

WHEREAS, NGPC has the authority to enter into this Agreement and is required to secure from the RECIPIENT necessary assurance that said RECIPIENT has available sufficient funds to meet its share of the cost of the acquisition, construction, development, and maintenance of the trail and that said trail will be operated and maintained at the expense of the RECIPIENT for public outdoor recreation use; and

WHEREAS, no work shall begin on the PROJECT until a fully executed agreement is returned to the RECIPIENT and notification of approval has been received from NGPC.

NOW, THEREFORE, the Parties, in consideration of the mutual and reciprocal covenants contained herein, the sufficiency of which is hereby acknowledge, agree, and covenant with each other as follows:

1. The RECIPIENT agrees and warrants that it owns in fee simple, the property upon which the PROJECT, hereinafter described on page 4, is to be located; or the RECIPIENT possesses a legally binding document ensuring public access to the property, for the time period specified in Item 6. RECIPIENT agrees and warrants that the property was acquired in accord with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and procedures contained in 49CFR Part 24.

2. The RECIPIENT by this Agreement does hereby dedicate the PROJECT and the real estate upon which the PROJECT is located to the use and benefit of the public for purposes of outdoor recreation for the minimum period of time as specified in Item 6.

3. The RECIPIENT agrees and warrants that prior approval in writing will be obtained from NGPC with respect to alteration in part or total of the trail for the period of time specified in Item 6.

4. The RECIPIENT agrees and warrants that applicable Federal Laws with respect to barrier free access have been compiled within the design and function of this project.

5. The RECIPIENT agrees to cover at least twenty percent (20%) of the total cost of the acquisitions, construction, development, or maintenance of the PROJECT, said percentage determined by NGPC, depending on the amount of federal funds made available to NGPC,

paying in full all of the costs of said acquisition, construction, development, or maintenance of said PROJECT and be reimbursed not more than eighty percent (80%) of said total cost or up to $250,000.00 by the Federal Highway Administration.

6. The RECIPIENT agrees and warrants that it shall maintain and operate said PROJECT for a duration of not less than 25 years following the completion date of the PROJECT.

7. The PARTIES agree the element(s) of cost budget of the PROJECT is/are shown on the attached Budget Summary.

8. The PARTIES agree that the PROJECT shall begin as **soon as possible** and shall be completed by December 31, 2015.

9. ARCHAEOLOGICAL CONCERNS. The PARTIES agree if any cultural materials are discovered during the course of this project, work in the area must halt immediately and the State Historic Preservation Office must be contacted. Work shall not resume until the materials have been evaluated and adequate measures for their protection or collection have been taken and recipient has received written notice to resume work.

10. The RECIPIENT agrees to construct, develop, maintain, and operate said PROJECT in conformity with laws of the United States and the State of Nebraska. All rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over the PROJECT or its operation, all rules and regulations of the various State of Nebraska departments, agencies, and commissions which have or obtain jurisdiction over the PROJECT or its operation, and all appropriate city and county laws, rules, and regulations.

11. The RECIPIENT agrees to conform with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504); Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); Age Discrimination Act of 1975, and the Disadvantaged Business Enterprise program 49CFR 26.

12. The RECIPIENT shall establish and maintain separate accounts for the PROJECT, either independently or within its existing accounting system, identifiable as the Project Account. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of NGPC. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible.

13. The RECIPIENT shall advise NGPC of the progress of the PROJECT at such times and in such manner as NGPC may require.

14. NGPC shall conduct program compliance and project inspections, which shall include, but not limited to items listed on the reimbursement form.

15. The RECIPIENT shall retain for a period of three years after the final closeout date, all programs and financial records of the PROJECT.

16. As set forth in paragraph 17, NGPC agrees to secure from the Federal Highway Administration funds as provided in the Recreational Trails Program Act and as are made available by the federal government, for said PROJECT and make payment to the order of the RECIPIENT at project completion and upon receipt of a completed request for reimbursement report from the RECIPIENT.

17. Payments to the RECIPIENT by NGPC shall be on the following conditions:
    a. That said funds have been made available to NGPC for such payment by the Federal Highway Administration.
    b. A Request for Reimbursement report with supporting documentation has been presented by the RECIPIENT to NGPC as evidence that the PROJECT is completed.
    c. That Items for which reimbursement is sought must have actually been received and the work accomplished.

18. NGPC agrees to coordinate the activities of the RECIPIENT with the activities of the Federal Highway Administration and NGPC shall furnish to the RECIPIENT information relative to the PROJECT and its operation and maintenance reasonably pertinent and available to NGPC, and shall supply the RECIPIENT with advice and counsel relative to the PROJECT whenever requested to do so and whenever practical and feasible to do so.

19. The Parties mutually agree that this Agreement is to be binding upon and inure to the benefit of their respective successors and assigns.

20. NGPC does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by state law.

21. The RECIPIENT certifies and warrants that no gratuities, kickbacks, or contingence fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

22. The RECIPIENT agrees to credit Federal Funding of the Recreational Trail Program administered by the NGPC with a sign adjacent to the PROJECT.

23. The RECIPIENT agrees to defend and hold harmless NGPC and the State of Nebraska from any and all claims, lawsuits, losses and liability arising out of the Recipient's failure to perform any of the recipient's duties or obligations hereunder or in connection with the negligent performance of the recipient's duties or obligations.

24. This agreement cannot be amended or modified except by written instrument executed by all of the parties hereto.

Political Subdivision	Project Number
City of Lincoln	RTP 2014 (002)

Project Title
Billy Wolff Trail Renovation

Project Scope (Description of the Project)

Replace existing Billy Wolff Trail beginning just east of Randolph Street where the Billy Wolff Trail crosses Antelope Creek to the bottom of the underpass on the west side of 27th Street for a total of 1,050 feet in length. The trail will be 10' wide and concrete in surfacing. Trail users include pedestrians, roller bladers, strollers and bicyclists.

Project Cost Data

Total Project Cost: $250,728

Federal Percent: 80%

Federal Share: $200,582

The following are hereby incorporated into this agreement:

1. General Provisions
2. Project Application and supporting documents.

By virtue of the authority contained in Neb. Rev. Stat. §§37-910 and 37-911 inclusive, the State of Nebraska, represented by the NGPC, does on this day hereby enter into an agreement with RECIPIENT City of Lincoln, as the project sponsor, for the purpose of executing and administering the provisions of Moving Ahead for Progress in the 21st Century (MAP-21) of 2012, P.L. 112-141, hereinafter referred to as the Act, as applicable to agreements of this nature.

In consideration of the covenants of the RECIPIENT as hereinafter set forth, including such project plans, specifications, and supporting documents as may be attached hereto and made a part of this agreement, the State hereby agrees herein, and when funds are available, to reimburse the RECIPIENT all appropriate federal funds received for eligible project expenditures.

The RECIPIENT agrees to execute this project as set forth herein and any subsequent amendments in a timely and businesslike manner for the purposes intended and in accordance with the terms, conditions and covenants of this Agreement.

SPECIAL PROVISIONS

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

Project and costs incurred must be consistent with grant application cost estimates. All permits must be in place prior to construction. NEPA compliance and approval must take prior to bidding the construction of the project out. Any and/or all mitigation determined by the NEPA review must take place prior to construction, unless otherwise identified. Inspection will occur when RECIPIENT receives final bill from contractor. Final reimbursement request from RECIPIENT will occur no later than 30 days after inspection has occurred. ***First project status report will be due on June 15, 2014 and can be emailed to NGPC. The second project status report will be due on October 15, 2014. The third project status report will be due on February 15, 2015, the fourth report will be due June 15, 2015 and the final report will be due October 15, 2015.***

In witness whereof, the parties hereto have executed this agreement as of the date entered below, and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement.

RECIPIENT:

Date: _____

By: _____

Title: MAYOR - CITY OF LINCOLN

Address: 555 So 10 SUITE 301
LINCOLN, NE 68508

NEBRASKA GAME AND PARKS COMMISSION:

By: Michelle Stryker
Recreational Trails Program Administrator

Address: 2200 North 33rd Street
PO Box 30370
Lincoln, NE 68503-0370

RECREATIONAL TRAILS PROGRAM PROJECT INFORMATION

GENERAL PROVISIONS

PART I – DEFINTIONS

COMMISSION- The term Commission as used herein means the Nebraska Game and Parks Commission.

RECREATIONAL TRAIL- A thoroughfare or track across land or snow, used for recreational purposes including, but not limited to, such uses as bicycling, Nordic (cross country) skiing, day hiking, equestrian activities, jogging, or similar fitness activities, trail biking, overnight and long distance backpacking, roller skating, in-line skating, dog sledding, running, snowmobiling, aquatic or water activity, and vehicular travel by motorcycle, four-wheel drive, or all-terrain off-road vehicles. The term "thoroughfare or track" excludes roads generally accessible by low clearance passenger vehicles, unless those roads are specifically designated for trail use by the managing agency, but includes high-clearance primitive roads.

FHWA- The term as used herein means the Federal Highway Administration of the U.S. Department of Transportation.

PROGRAM GUIDANCE or GUIDANCE- The document issued by the FHWA and used by State program managers to implement the RTP in accordance with the various rules, regulations, laws, Executive Orders, policies and procedures of FHWA. Such guidance also extends to implementing guidance issued by the state program managers.

PROJECT- The term as used herein means the project that is identified in the "Project Scope" which is subject to the conditions of the Project Agreement, including any subsequent Project Scope amendments.

PROJECT SPONSOR, SPONSOR and RECIPIENT- The terms as used herein mean political subdivision or qualified trail organization which is subject to the Project Agreement and to which the funds are to be transferred pursuant to this Agreement. The terms, conditions, obligations or requirements of this Agreement refer to the political subdivision or qualified trail organization except where it is clear form the nature of the terms, conditions, obligations or requirements that it is to apply solely to the State of Nebraska, Game and Parks Commission.

RECREATIONAL TRAILS FUND, FUND ASSISTANCE or FUND- The term refers to the financial resource created and maintained through authority and operation of the MAP-21, 2012.

STATE- The term as used herein means the State of Nebraska.

TRAILS PROGRAM- The Recreational Trails Program (RTP) as authorized by the Moving Ahead for Progress in the 21st Century (MAP-21).

TRAILS PROGRAM FUNDS- Funds available to the State through the Recreational Trails Program administered by the U.S. Department of Transportation, Federal Highway Administration, regardless of whether the funds come from the Recreational Trails Program, the Federal Highway Trust Fund, or other funding.

PART II- CONTINUING ASSURANCES

The parties to the Project Agreement specifically recognize that the Fund-assisted project creates an obligation to maintain the property described in the Project Agreement as a public recreational trail in a condition that is reasonably safe, accessible, usable and inviting to the public so that the public may enjoy the opportunities that will be made available from the trails program funding.

Further, it is the intent of the parties hereto that recipients of the assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the trail program will result in a net increase, commensurate at least with the Federal cost-share, in a sponsor's trail program. It is intended by the sponsor that assistance from the Fund will be added to, rather than replace or be substituted for, the sponsor's local public trail funds.

1. The Project Sponsor agrees, as recipient of this assistance, that it will meet the following specific requirements and the terms of the Project Agreement.
2. The Project Sponsor agrees that the benefit to be derived by the State from the full compliance by the Project Sponsor with the terms of this agreement is the net increase in the quality and quantity of public trail facilities and resources which are available to the people of the Project Sponsor and of the State. The Project Sponsor further agrees, therefore, that the appropriate remedy in the event of a breach of this agreement shall be the specific performance of this agreement.
3. The Project Sponsor agrees to comply with policies and procedures set forth in the Recreational Trails Program Guidance of the FHWA and the State program managers. Provisions of the Guidance are incorporated and made part of this Project Agreement.
4. The Project Sponsor agrees to operate and maintain, at its sole expense, or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement in the manner and according to the standards, not necessarily limited to the following:
   a. The property shall be maintained so as to appear attractive and inviting to the public.
   b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
   c. Reasonable precautions shall be taken to ensure public safety which are commensurate with the use and objectives of the property and facilities developed under this project. Such safety extends protection of the land base that is under and adjacent to the trail tread way.
   d. Trail tread and trail related facilities, including trail facilities developed under other programs, shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
   e. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility. The Sponsor may employ

reasonable hour and time constraints or other methods as required to enhance public safety or to ensure protection of the resource and the facilities developed under this project.

f. To enhance trail aesthetics and ensure public safety, all new utility lines and utility lines installed after project completion, where reasonable and economical, will be buried.

5. The Sponsor agrees that the project grant documents shall be retained in the public file records and available for public inspection including access by State and Federal employees. Grant records shall be retained at least 3 years after final payment and closing of the project.
   a. The Project Sponsor shall comply with Title IV of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of Transportation Regulation issued pursuant to the Title, to the end that, in accordance with Title IV of that act, no person in the United States shall, on grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the Project Agreement. The Project Sponsor shall immediately take any measures necessary to effectuate this provision. The assurance shall be binding on the Project Sponsor to which Fund-assistance or property acquired or developed with Fund-assistance has been transferred for public trail purposes.
   b. The Project Sponsor shall comply with Title IV of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where: 1) the primary purpose of a grant is to provide employment, or 2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
   c. The Project Sponsor shall comply with the regulations and guidelines promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of Transportation.
   d. The Project Sponsor shall comply with the regulations and guidelines promulgated pursuant to Section 504 of the Rehabilitation Act of 1973 (P.L. 933-112) by the Secretary of Transportation and the FHWA.
   e. The Project Sponsor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended (Title III of P.L. 94-135).
   f. The provisions of the first five paragraphs apply to any part of the recreation system within which the assigned facility or property exist.

PART III- PROJECT ASSURANCES

1. Applicable Federal Circulars

   The Project Sponsor shall comply with the applicable provisions of OMB Circular A-87, "Cost Principles for State and Local Governments" which contains Federal principles for determining allowable costs; OMB Circular A-122, "Cost Principles for Non-Profit Organizations which contains Federal principles for determining allowable costs;" OMB Circular A-128, "Audits of State and Local Governments" which was authorized by the Single Audit Act (31 U.S.C. 7501-7) and 49 CFR part 90; and with OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions," which contains the audit requirements for non-profit organizations.

2. Project Application

   a. The application for Federal assistance bearing the same project number as the agreement and associated documents are, by this reference, made part of the Project Agreement.
   b. The Project Sponsor possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Project Sponsor to act in connection with the application and to provide such additional information as may be required.
   c. The Project Sponsor has the ability and intention to finance the local share of the costs for the project. Sufficient funds will be available to assure effective operations and maintenance of the land acquired or the facilities developed by the project.

3. Project Execution

   a. The Project Period shall begin with the date entered on the first page of the Project Agreement and shall terminate at the ending date or the amended project period unless the project is completed or terminated sooner, in which event, the project period shall end on the date of completion or termination.
   b. The State shall transfer to the Project Sponsor identified in the Project Agreement all funds granted hereunder.
   c. The Project Sponsor shall cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

d. The Project Sponsor will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (ABA), U.S. DOT regulations (49 CFR part 27) implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (ADA), and with all State statutes, as amended, regarding accessibility. The Project will utilize the requirements of either the Uniform Federal Accessibility Standards (UFAS) or the Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Project Sponsor, or its designee, will be responsible for conducting inspections to ensure compliance with these specifications by the contractor, of self-compliance in the event of force account or donated labor projects.

e. The Project Sponsor shall secure completion of the work in accordance with approved construction plans and specifications for the project and shall secure compliance with all applicable Federal, State, and local laws and regulations.

f. In the event the project covered by the Project Agreement cannot be completed in accordance with the approved plans and specifications for the project, the Project Sponsor shall bring the project to a point of recreational usefulness agreed upon by the Project Sponsor and Commission staff.

g. The Project Sponsor will provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the project work conforms with the approved plans and specifications; that it will furnish progress reports and other such information as the Commission staff my require.

h. The Project Sponsor will comply with the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and, where applicable, shall assure that the Act has been complied with for property to be developed with assistance under the Project Agreement. In addition, the Project Sponsor, where required, will comply with all State Statutes regarding acquisition of real property and relocation including, but not necessarily limited to, Revised Statutes Supplement 1995, Sections 25-2501 through 25-2506, as amended, and R.S.S. of 1996, Sections 76-1214 through 76-1242.

i. The Project Sponsor will comply, where applicable, with the provisions of Executive Order No. 11988, Floodplain Management and Executive Order No. 11990, Protection of Wetlands, and with applicable State Statutes regarding wetlands and floodplains.

j. The Project Sponsor will comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469 a-1 et seq.) by: a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see 36 CFR part 800.8) by the activity, and notifying Commission staff of the existence of any such properties, and by: b) complying with all requirements

established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

4. Construction contracted by the Project Sponsor shall meet the following requirements:

a. The Project Sponsors that are Political Subdivisions will follow the same policies and procedures it uses for procurement from its non-Federal funds. Project Sponsors that are qualified non-profit organizations are to follow the procurement procedures in 49 CFR part 19. The process for procuring construction contracts using the sealed bid method shall contain a clear and accurate description of the technical requirements for the material, product or service and the solicitation shall not contain features, which unduly restrict competition. Copies of all documents related to procuring the sealed bids will be retained on file in the Project Sponsor's office.
b. The Project Sponsor shall inform all bidders on contracts for construction that Federal funds are being used to assist in the construction.
c. Written Change Orders shall be issued for all necessary changes to the project under construction by contract. Change Orders shall be submitted to the Commission for review and shall be made part of the original Agreement and shall be kept on file with other contract documents.
d. All Agreements shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
e. All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with Copeland "Anti-Kickback Act" (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants form the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
f. Where applicable, all contracts awarded by recipients in excess of $2,000 for construction and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Agreements for transportation of intelligence.

g. Contract Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 4401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
h. Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
i. Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient.
j. No contract shall be awarded to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension" and 49 CFR part 29. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principle employees.
k. The Project Sponsor shall comply with Executive Order No. 12432, Minority Business Enterprise Development.
l. Contract Agreements will contain the provisions of section 165 of the Surface Transportation Assistance Act of 1982, 49 CFR parts 660 and 661. Contractors must use American-made products in the construction of the project.

m. The Project Sponsor shall: 1) comply with the provisions in constructions work carried out by itself, 2) assist and cooperate actively with the Secretary of Transportation and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above Agreement provisions and with the rules, regulations and relevant orders of the Secretary of Labor, 3) obtain and furnish to the Secretary of Transportation and the Secretary of Labor such information as they may require for the supervision of such compliance, 4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations and orders, and 5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of Transportation pursuant to Part II, Subpart d of Executive Order No. 11246, as amended. In addition, the Project Sponsor agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Conflict of Interest
   a. No official or employee of the Federal, State or local government who is authorized in an official capacity to negotiate, make, accept, approve or take part in any decision regarding a Contract Agreement or Subcontract Agreement in connection with this project, shall have any financial or other personal interest in any such contract or subcontract.
   b. No person performing services for the Federal, State or local government in connection with this project shall have a financial or other personal interest other than employment or retention by the Federal, State or local government, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the Federal, State or local government shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the Project Sponsor, and such officer, employee or person has not participated in the acquisition for or on benefit of the Project Sponsor.
   c. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with corporation for its general behalf.
   d. The Project Sponsor, the State and the Department of Transportation shall be responsible for enforcing the above conflict of interest provisions.

6. Hatch Act

   The Project Sponsor will comply with the provisions of the Hatch Act which provides that no officer or employee of the Project Sponsor whose principle employment is in

connection with any activity which is financed in whole or in part pursuant to this Agreement, shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Section 118k (1964), with the exceptions therein enumerated.

7. Project Administration

   a. The Project Sponsor shall promptly commence start of the project after being notified by Commission staff.
   b. The Project Sponsor shall promptly submit such reports and documentation as Commission staff may request.
   c. The Project Sponsor shall use any funds received by way of advance payment from the Federal government under the terms of this agreement solely for the project described herein.
   d. Any money advanced to the Project Sponsor are "public monies" (owned by the Federal government) and shall be deposited in a bank with FDIC insurance coverage and the balance exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
   e. Properties and facilities acquired or developed with Federal assistance shall be available for inspection by Commission and/or FHWA staff.
   f. Any deviations, which will result in any change of Project Scope or objectives, shall be submitted as soon as possible to the Commission staff for review and approval.
   g. The Project Sponsor may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Federal guidelines and supplemental instructions which may be issued by the Commission.
   h. The acquisition cost of real property shall be based upon value determined by a Nebraska General Certified Real Estate Appraiser. The reports of such appraisers shall be submitted to the Commission for review and approval.
   i. All development plans and specifications shall be submitted to the Commission for review by staff prior to commence of any site preparation or construction and no construction work shall commence until such review has been completed. Plans and specifications will become a part of this Project Agreement and any deviations will be initiated by written Change Order or by Addendum. All construction shall be completed in accordance with the plans and specifications and subsequent Change Orders or Addenda. The Project Sponsor, or the designated representative, will conduct periodic on-site inspections to ensure the construction work is being completed in accordance with the plans and specifications.
   j. The Project Sponsor is responsible for managing day-to-day operations of grant activities. The Project Sponsor must monitor grant activities to assure compliance with applicable Federal requirements and other requirements as may be required by the State and the Commission.

9. Retention and Custodial Requirements for Records

   a. Project records which include financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained in accordance with 49 CFR part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments for a period of three years beginning on the day the grantee submits its final expenditure report; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
   b. Commission staff, FHWA staff, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Project Sponsor which are pertinent to this project for the purpose of making audit, examination excerpts and transcripts.
   c. The Project Sponsor may substitute microfilm, photocopies, or similar methods for the original records.
   d. The Federal Freedom of Information Act (5 U.S.C. 552) does apply to records unless required by Federal, State, or local law, Project Sponsors are not required to permit public access to their records.

10. Project Termination and Enforcement

   a. The essence of this agreement is a net gain in the quantity and quality of public trail resources in the State of Nebraska through the financial resources of this grant. If the Project Sponsor materially fails to comply with any term of an award, whether included in a Federal statute or regulation, an assurance, in a State guideline, or when the Commission and the Project Sponsor both agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds, the Commission may take one or more of the following actions, appropriate in the circumstances:
      (1) Temporarily suspend financial assistance pending corrective action of the deficiency by the Project Sponsor or more severe enforcement action by the Commission,
      (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
      (3) Wholly or partly suspend or terminate the current award for the Project Sponsor grant project,
      (4) Withhold further awards for the program, or
      (5) Seek other remedies that may be legally available.
   b. The Commission will promptly notify the Project Sponsor in writing of the determination and setting forth the reasons of the termination or suspension, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the Commission

determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Commission may terminate the award in its entirety. Payments made to the Project Sponsor under this project terminated for cause shall be in accord with the legal rights and liabilities of the parties.

c. In taking an enforcement action, the Commission will provide the Project Sponsor an opportunity for such hearing, appeal, or other administrative proceeding to which the Project Sponsor is entitled under any statute or regulation applicable to the action involved.
d. Costs resulting from obligations incurred by the Project Sponsor incurred during suspension or after termination of an award are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination or subsequently. Other Sponsor costs during suspension or after termination which are necessary and not reasonably avoidable or allowable if:
    (1) The costs result from obligations which were properly incurred by the Project Sponsor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of termination, are noncancellable, and
    (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
e. The Project Sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified or amended by the Project Sponsor by mutual agreement.
f. The provisions of Executive Order No. 12549, "Debarment and Suspension" also extend to the Project Sponsor. Under the E.O., debarred or suspended Project Sponsor's are deemed ineligible to receive any Federal assistance from the Federal Government. The Commission may unilaterally terminate the grant if it is determined that the Sponsor is debarred or suspended from receiving grant fund assistance by the Federal Government.

11. Closeout Grant Adjustments and Disallowances

The close out of a grant does not affect:

a. The federal agency's right to disallow costs and recover funds on the basis of a later audit or other review;
b. The Project Sponsor's obligation to return any funds due as a result of later funds, corrections, or other transaction;
c. Records retention, property management, or audit requirements of this agreement or Federal, State, or local law, rules or regulations.

12. Collections of Amounts Due

    a. Any funds paid to the Project Sponsor in excess of the amount to which the Sponsor is finally determined to be entitled under the terms of the grant award constitute a debt to the Federal Government. If not paid with a reasonable period after demand, the awarding Federal agency may reduce the debt by:
        (1) Making an administrative offset against other requests for reimbursements,
        (2) Withholding advance payments otherwise due to the grantee, or
        (3) Other action permitted by law.
    b. Except where otherwise provided by statutes or regulation, the FHWA will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

13. Lobbying with Appropriate Funds

    The Project Sponsor agrees that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Project Sponsor to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, extension, continuation, renewal, amendment or modification of this grant. In compliance with Section 1352, Title 31, U.S.C., the Project Sponsor for this grant certifies as follows.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
b. 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 office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers [including subcontracts, subgrants and all Agreements under grants, loans, and cooperative agreements (and that all subrecipients shall certify accordingly)].

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

In compliance with the Drug-Free Workplace Act of 1988 (42 CFR part 12, subpart D), the Project Sponsor for this grant certifies as follows:

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

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

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

g. Making good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs (a) through (f).

CIVIL RIGHTS ASSURANCE

As the authorized representative of the sponsor, I certify that the sponsor agrees that, as a condition to receiving any Federal assistance from the Department of Transportation, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. Seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the sponsor. The sponsor hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the sponsor's operations, including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the sponsor by the Department, this assurance shall obligate the sponsor, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the sponsor for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal assistance extended after the date hereof to the sponsor by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The sponsor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements make in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the sponsor, its successors, transferees,

assignees and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign behalf of the sponsor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILTY AND VOLUNTARY EXCLUSION- LOWER TIERED COVERED TRANSACTIONS

The sponsor certifies, by submission of this agreement, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the sponsor is unable to certify to any of the statements in this certification, the sponsor shall attach an explanation to this agreement.