



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Rich Perrin
Subject:	Resolution Authorizing GTCS, Inc. to Enter into a Host Agency Federal-Aid Project Agreement with the New York State Department of Transportation.
Background:	<p>Federal Law provides for the apportionment of Federal-Aid Funds to the State of New York for the purpose of carrying out urban transportation planning. The State, in turn, makes those Funds available to a metropolitan planning organization, which is responsible for policy setting and decision-making in connection with transportation planning.</p> <p>In 1977, the Governor designated Genesee Transportation Council, Inc. as the metropolitan planning organization for the Genesee-Finger Lakes Region. However, GTC does not have separate status as a legal entity and, consequently, is unable to enter into contracts, assume direct financial obligations, or pay bills. Therefore, another entity was needed to act as Host Agency to and perform those functions on behalf of GTC. The entity chosen was GTCS, Inc. The choice of GTCS was confirmed in a 1977 agreement between the State of New York and GTCS (the "Agreement") and the relationship between GTC and GTCS, as its "Host Agency," was further explained in a Memorandum of Understanding ("MOU") in 1999. That Agreement and MOU name GTCS as the financial agent for GTC and require GTCS (subject to reimbursement by GTC) to: (i) acquire suitable office space for GTC; (ii) employ and administer a Central Staff for GTC; (iii) pay the salaries and fringe benefits of the Central Staff; (iv) pay eligible indirect overhead expenses; (v) pay direct program costs incurred by the Central Staff; (vi) act as the contractor for consulting services necessary to carry out the planning activities of GTC; and (vii) pay for certain incidental and necessary support service costs, such as legal, accounting and auditing services.</p> <p>RGRTA is the parent corporation of GTCS, Inc. and the two entities have identical boards of commissioners/directors.</p> <p>In order to continue to act as the Host Agency to GTC and to act as its financial agent, GTCS, Inc. must enter into a new MPO Host Agency Federal-Aid Project Agreement with the New York State Department of Transportation pursuant to which NYSDOT will reimburse eligible Project costs in accordance with NYSDOT policy and procedures for Project work</p>

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	<p>performed by or through the Host Agency.</p> <p>The current version of the proposed Host Agency Agreement is attached to the proposed Resolution. Minor changes may be made to that Agreement before it is finalized based upon further negotiations between the New York State Department of Transportation and the OSC. In addition, the new multi-year federal surface transportation authorization may result in a change to the amount of metropolitan planning funds to be available to the GTC. Therefore, the Proposed Resolution authorizes the CEO and/or his designee(s) to agree to amendments to the Agreement which they deem reasonable.</p>
Financial Impact:	See Schedule A to the Proposed Agreement.
Recommendation:	That GTCS, Inc. be authorized to enter into the MPO Host Agency Federal-Aid Project Agreement in substantially the form attached to the Resolution with the New York State Department of Transportation for a term ending March 31, 2022.

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**MPO HOST AGENCY FEDERAL-AID PROJECT AGREEMENT
COMPTROLLER'S CONTRACT NO. D033463**

This Agreement, effective this _____ day of _____ 201__, is by and between the New York State Department of Transportation ("NYSDOT"), having its principal office in the Administration and Engineering Building, 50 Wolf Road -1st Floor, Albany, NY 12232 on behalf of New York State ("State"),

and

(Host Agency) ("Host Agency"), acting by and through _____, (Agency Executive's title), its duly authorized representative, whose office is located at _____, on behalf of itself and the below mention Metropolitan Planning Organization

This agreement provides for the funding of transportation planning activities described in an approved Unified Planning Work more fully described by Schedules A and B annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement (as more specifically described in such Schedules A and B or supplemental Schedules A and B, the "Project").

W I T N E S S E T H:

WHEREAS, the Governor, with the concurrence of the units of local governments composing and representing the entirety of the Rochester urbanized area) has designated the Genesee Transportation Council ("GTC") as the metropolitan planning organization for the urbanized area (the "MPO" herein); and

WHEREAS, the United States has provided Federal funds to the State for the purpose of carrying out Federal- Aid Highway and public transit projects pursuant to the various Transportation Acts as administered by the Federal Highway Administration ("FHWA") and the Federal Transit Administration ("FTA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner to use federal aid available under the Federal-aid highway acts; and

WHEREAS, 23 USC §134 requires and provides for designated metropolitan planning organizations to develop transportation plans and programs for urbanized areas, including long range plans, transportation improvement programs, and congestion management systems for those areas which constitute transportation management areas under §134(a),(g),(h),(i), and (j); provides for coordination between metropolitan planning organizations, sets forth factors to be considered in planning, authorizes abbreviated plans and programs for smaller urbanized areas, and imposes additional requirements for certain non-attainment areas, under §134(d), (e), (f), (j), and (l); and provides for transfer of funds to transit projects, and for reprogramming of unused set-aside funds; under 23 USC §134 (k) and (n); and

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WHEREAS, 23 USC §134(i)(4) requires state and local officials to cooperate in selection of projects on the federal-aid secondary system, and State concurrence with the selection of projects for the Federal-aid urban system in urbanized areas in accordance with 23 USC §134; and

WHEREAS, 23 USC §104(f) to provide for the apportionment of certain Federal Highway Administration ("FHWA") Federal-aid funds to the State for the purpose of carrying out the provisions of 23 USC §134 as described above; and

WHEREAS, 23 USC §142(a), authorizes federal approval of high occupancy vehicle (HOV) lane, "park and ride" facility, and other projects on federal-aid highways, in order to encourage the use of buses to increase the traffic capacity of Federal-aid systems, provide access and coordination between intercity and rural bus service, and provide connections between highway transportation and other modes of transportation; and

WHEREAS, 23 USC §142(a) provides that Federal funds apportioned under 23 USC §104(b) (4) shall be available to finance the federal share of HOV, truck and emergency vehicle lane projects; and

WHEREAS, 23 USC §142(e) (2) also makes Federal Transit Act funds apportioned under 23 USC §104(b) (3) and administered by the FTA available for capital improvements to provide access and coordination between intercity and rural bus service, and to provide connections between highway transportation and other modes of transportation; and

WHEREAS, 23 USC §142(e)(2), as amended, makes Federal Highway Trust Fund moneys available to meet obligations resulting from 23 USC §142(a)(2) projects for capital improvements to provide access and coordination between intercity and rural bus service, and to provide connections between highway transportation and other modes of transportation; and

WHEREAS, under 23 USC §142(g), (h) and (i), projects performed under 23 USC §142(a) (2) are subject to certain additional statutory provisions; and

WHEREAS, 23 USC §142(c) and (f) provide for the accommodation of passenger, commuter, or high speed rail, magnetic levitation system, and other types of highway and non-highway public mass transit facilities within the existing rights-of-way of federal-aid highways, if such accommodation will not adversely affect automotive safety; and authorize federal approval of the use of sums apportioned under 23 USC §142(e), projects under 23 USC §142(a) shall be deemed to be highway projects, and the federal share of projects under 23 USC §142(a) shall be that provided by 23 USC §120; and

WHEREAS, 23 USC §142(d) and 49 USC app §1607 provide that the designated projects carried out in an urbanized area shall be subject to the metropolitan planning requirements of 23 USC §134; and

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WHEREAS, 23 USC §134 requires and provides for designated metropolitan planning organizations (MPOs) to develop transportation plans and programs for urbanized areas, including long range plans, transportation improvement programs, and congestion management systems for those areas which constitute transportation management areas under §134(a),(g),(h),(i), and (j); provides for coordination between MPOs, sets forth factors to be considered in planning, authorizes abbreviated plans and programs for smaller urbanized areas, and imposes additional requirements for certain nonattainment areas, under §134(d),(e), (f), (j) and (l); and provides for transfer of funds to transit projects, and for reprogramming of unused set-aside funds, under 23 USC §134 (k) and (n); and

WHEREAS, 23 USC §104(f) provides for the apportionment of certain FTA Federal-aid funds to the State for the purpose of carrying out the provisions of 23 USC §134 as described above; and

WHEREAS, 23 USC §104(f) (3) and (f) (4) further provides that the State shall, in turn, make these funds available to the metropolitan planning organizations designated by the Governor and by units of local government representing no less than 75% of the affected population, as being responsible for carrying out the provisions of 23 USC §134 for each urbanized area; and

WHEREAS, GTC determines the distribution and appropriate use of FHWA and FTA funds for the metropolitan area as provided by 23 USC §105 and §134, and applicable Federal and State regulations, as described in the annual Unified Planning Work Program; and

WHEREAS, GTC is a consortium of governmental agencies that acts through a host agency for purposes of necessary financial and contractual arrangements; and

WHEREAS, the GTC has designated the Host Agency to enter into financial and contractual arrangements on its behalf, and to host the GTC Central Staff to undertake certain transportation planning activities as described in the annual Unified Planning Work Program,

NOW, THEREFORE, the parties agree as follows:

1. Documents forming this Agreement: The Agreement consists of the following —

Agreement Form: this document titled "MPO Host Agency Federal Aid Project Agreement;"

Schedule "A": Description of Project Funding;

Schedule "B": Description of Scope of Work, Tasks, Products and Duration;

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EXHIBIT A: Host Agency Record Keeping Guidelines;

Appendix "A": New York State Required Contract Provisions; and

APPENDIX A-1: Supplemental Title VI Provisions (Civil Rights Act)

APPENDIX B: Requirements for Federally Aided Transportation Projects

2. Funding: For Project work performed by or through the Host Agency in accordance with this Agreement, NYSDOT will reimburse eligible Project costs in accordance with NYSDOT policy and procedures and this agreement.

2.1.1 Federal Aid: NYSDOT will administer federal-aid funds and will fund federal participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on **Schedule A**.

2.1.2 In no event shall this Agreement create any obligation to the Host Agency for funding or reimbursement of any amount in excess of the lesser of the amount stated in Schedules A (or duly executed Supplemental Schedules A), or actual eligible Project costs.

2.1.3 All items included by the Host Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT, the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and FTA.

3. General Description of Work: The Host Agency shall perform or cause the performance of the Scope of Work described in Schedule B by or one or more supplemental Schedules B as may hereafter be executed by the parties hereto and approved as required for a State contract.

3.1 FHWA and FTA Approval. The Unified Planning Work Program shall subsequently be subject to review and approval by FHWA and FTA.

4. Funding of Project Costs: Project costs as set forth in Schedule A will be funded or reimbursed as follows:

4.1 Federal Aid: NYSDOT will reimburse host agencies 100% of the Federally reimbursable costs incurred in connection with the work covered by this agreement, subject to limitations set forth in Schedule A and in accordance with NYSDOT policy and procedures, net of host agency in-kind-service costs committed to as the local match in the UPWP.

4.1.1 Participating Items: NYSDOT shall apply Federal funds only for that work and those items that are approved activities described in the annual UPWP and performed in accordance with the approved UPWP budget. Included among the participating items are the actual cost of employee personal services, leave and fringe benefit additives are eligible for Federal

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participation. Other participating costs include materials and supplies, equipment use charges or other Federal participating costs directly identifiable with the eligible project.

4.1.2 Periodic Reimbursement: If the Host Agency finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Host Agency NYSDOT may make Federal-aid progress payments based on billings prepared by the Host Agency in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT, FHWA or FTA. These payments shall be made as moneys become available therefore.

4.2 In-Kind Services: The Host Agency shall document in-kind services in the amount(s) identified in Schedule A, and as further described in Schedule B. In-kind-service cost requirements as stated in OMB Circular A-87 include necessary and reasonable costs for proper and efficient administration of the program, must be attributable to, and properly allocable to the project or program, be applied in a consistent manner under generally accepted accounting principles appropriate to the circumstances, be permissible under federal and state laws and regulations, and cannot be claimed against more than one grant.

4.3 All items included by the Host Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT, the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and the FTA.

4.4 If Project work, including oversight thereof, is performed by NYSDOT, NYSDOT will provide in-kind service in accordance with the UPWP.

4.5 All items included by the Host Agency in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See **EXHIBIT A**), the FHWA and the FTA. Such items shall be subject to audit by the State, the FHWA and the FTA.

5. Supplemental Agreement or Supplemental Schedule A: Supplemental Agreements or supplemental Schedules A may be entered by the parties, and must be approved in the manner required for a State contract.

6. State Recovery of Ineligible Reimbursements: NYSDOT shall be entitled to recover from the Host Agency any moneys paid to the Host Agency pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid hereunder.

7. Loss of Federal Participation: If the Host Agency takes other action that results in the loss of federal participation for the costs incurred pursuant to this agreement, the Host Agency shall refund to the State all funding received from the State, and shall reimburse the State for 100% of all costs funded or reimbursed hereunder. The State may offset any other State or federal aid due to the Host Agency by such amount and apply such offset to such repayment obligation of the Host Agency.

8. Host Agency Liability:

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8.1 If the Host Agency performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Host Agency, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Host Agency specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Host Agency shall require its vendors (i.e., equipment and fuel suppliers) to protect, indemnify and save harmless the Host Agency and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Host Agency or the State of New York resulting from, arising out of or relating to the performance of this Agreement.

9. Intellectual Property: In any contract, activity or project funded hereunder that involves the use or development of intellectual property hereunder the Host Agency shall provide for intellectual property rights as follows:

9.1 Identification of Intellectual Property of Contractors: Contractors are responsible for identifying and segregating in advance intellectual property which was or will be developed by such Contractor(s) or its/their subcontractors solely with non-federal funding.

9.2 Copyright: In accordance with Federal Government policy, the copyright of work produced under this Agreement, the copyrights to which are not otherwise acknowledged or provided for in this Agreement, shall remain with the authors. NYSDOT reserves a royalty-free, perpetual, transferrable, nonexclusive and irrevocable license to reproduce, publish, modify or otherwise use for government purposes, in any media which exists currently or in the future, and to authorize others to use for government purposes any such copyrightable work produced under this Agreement with government funds.

9.3 Patents: For a contract for the performance of experimental, developmental or research work funded in whole or part by Federal funds, and the contractor is a small business firm or nonprofit organization, rights to inventions made under this Agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. §401.14, as modified below, is hereby incorporated by reference.

(i) The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

(ii) paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

(iii) paragraph (l) of the clause, entitled "Communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the FHWA Division Office."

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9.4 Trade Secrets: The parties shall not publicly disclose information they obtain as a result of this Agreement which is marked and identified as proprietary or confidential, and which consists of information such as trade secrets or commercial or financial information that is privileged or confidential within the meaning of §552(b)(4) of Title 5, U.S.C.

10. Independent Contractor: For the purposes of this Agreement, the officers and employees of the Host Agency, in accordance with the status of the Host Agency as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. Contract Executory; Required Federal Authorization: It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. Assignment or Other Disposition of Agreement: The Host Agency agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. Term of Agreement: As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as federal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted.

14. NYSDOT Obligations: NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Host Agency assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

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15. Required Clauses: Attached hereto and made a part of this agreement as if set forth fully herein are Appendix A, standard clauses for all New York State contracts, Appendix A-1, Supplemental Title VI Provisions, and Appendix B, Requirements for Federally Aided Transportation Projects.

16. Reporting Requirements: The Host Agency agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the Procedures for Locally Administered Federal Aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. Notice Requirements:

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By facsimile transmission;
- (c) By personal delivery;
- (d) By expedited delivery service; or
- (e) By e-mail

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: _____
Title: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____
E-Mail Address: _____

(Host Agency\Municipality)

Name: _____
Title: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____
E-Mail Address: _____

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2. Any such notice shall be deemed to have given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. Electronic Contract Payments: The Host Agency shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Host Agency shall be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Local sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at Office of the State Comptroller by email at epunit@osc.state.ny.us or by telephone at 518-402-4067. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT Local Programs website at <https://www.nysdot.gov/divisions/operating/opdm/local-programs-bureau>. The Host Agency herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the applicable State Comptroller and / or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

Host Agency: NYSDOT

BY: _____
Title: (Host Agency Signatory)

By: _____
For Commissioner of Transportation
Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY
GENERAL

BY: _____

Assistant Attorney General

COMPTROLLER'S APPROVAL:
DATE: _____

By: _____

For the New York State Comptroller Pursuant to State Finance Law §112.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 200__ before me personally came (*signatory*) to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he is the (*Host Agency Exec*) described in and which executed the above instrument; and that he executed the above instrument pursuant to authority vested in him.

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Notary Public

SCHEDULE A

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE A

Beginning Eligibility Date for Project Expenditure Reimbursement: 4/1/2012

Project Completion Date: 3/31/2022

AGREEMENT PURPOSE: X MAIN (Master) Agreement SUPPLEMENTAL Schedule No. ____ Administrative
Correction

PROJECT DESCRIPTION: Develop and implement UPWP (Further detail in Schedule B)				
SOURCES OF PROJECT FUNDING¹				
Project Period	FHWA Funds	FTA Funds	Local Non-Federal IKS Match	Total
SFY 2012-13 pursuant to formula in accordance with Title 23 United States Code²	\$4,407,154	\$863,132	\$329,393	\$5,599,679.00
SFY 2013-14 pursuant to formula in accordance with Title 23 United States Code	\$1,707,835	\$421,164	\$133,065	\$2,262,064.00
SFY 2014-15 pursuant to formula in accordance with Title 23 United States Code	\$1,793,227	\$442,222	\$139,718	\$2,375,167.00
SFY 2015-16 pursuant to formula in accordance with Title 23 United States Code	\$1,882,888	\$464,333	\$146,704	\$2,493,925.00

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SFY 2016-17 pursuant to formula in accordance with Title 23 United States Code	\$1,977,032	\$487,550	\$154,039	\$2,618,621.00
SFY 2017-18 pursuant to formula in accordance with Title 23 United States Code	\$2,075,884	\$511,927	\$161,741	\$2,749,552.00
SFY 2018-19 pursuant to formula in accordance with Title 23 United States Code	\$2,179,678	\$537,523	\$169,828	\$2,887,029.00
SFY 2019-20 pursuant to formula in accordance with Title 23 United States Code	\$2,288,662	\$564,399	\$178,320	\$3,031,381.00
SFY 2020-21 pursuant to formula in accordance with Title 23 United States Code	\$2,403,095	\$592,619	\$187,236	\$3,182,950.00
SFY 2021-22 pursuant to formula in accordance with Title 23 United States Code	\$2,523,250	\$622,250	\$196,598	\$3,342,098.00
TOTAL:	\$23,238,705.00	\$5,507,119.00	\$1,796,642.00	\$30,542,466.00

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Amounts subject to Federal and State appropriations for the applicable periods. This contract is executory to the extent of amounts so authorized and available and no obligation by the State is created hereunder in excess thereof. NYSDOT will file with the State Comptroller annual confirmations of this Schedule A as appropriations are enacted and the funding distribution formula is applied for the then current State Fiscal Year.

² Amount includes a carryover of funds from savings from prior program years that are eligible for current program costs.

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SCHEDULE B

SCHEDULE B: Project Scope of Work

General Requirements

The Host Agency:

- may contract for with third parties for the accomplishment of the Project in accordance with laws governing the Host Agency, applicable State and Federal law and requirements, including those of this contract;
- shall submit vouchers for payment under this contract in accordance with requirements of the State Comptroller therefore.

PROJECT SPECIFIC TASKS TO BE PERFORMED BY **THE HOST AGENCY (CONTRACTOR)** AND THE MPO CENTRAL STAFF AS ESTABLISHED IN THE UPWP

DESCRIPTION OF PROJECT TASKS	DELIVERABLES	ELIGIBLE COSTS
<ul style="list-style-type: none"> • Establish and administer the Staffing Plan, including staff qualifications, job descriptions, salary, and fringe benefits. 	Staffing/salary plan for approval by the Council	Eligible costs must follow the requirements in: OMB Circular A-87 OMB, OMB Circular A-133, & State requirements;
<ul style="list-style-type: none"> • Provide necessary and appropriate office space, equipment, and other resources for the performance of the Project. Develop an Operating Plan to provide these services. 	As approved in Council's Operating Plan; Proposal for indirect costs to be submitted	49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments (US DOT's regulations implementing Circular A-102); and

DESCRIPTION OF PROJECT TASKS	DELIVERABLES	ELIGIBLE COSTS
<ul style="list-style-type: none"> Develop and implement the UPWP, the annual program of transportation planning activities, and provide for annual financial reporting of the activities undertaken. 	<p>UPWP on a periodic basis consistent with the requirements of 23 USC and 49 CFR (annually at this time) for approval by the Council</p>	<p>23 CFR Part 420 (FHWA's regulations for highway planning and research funds).</p> <p>FHWA reserves the right to determine which activities are eligible for funding.</p>
<ul style="list-style-type: none"> Develop the TIP, the document containing a multi-year program of Federally-funded transportation projects in the urban area. 	<p>TIP on a biennial basis, or as required by Federal regulation, for approval by the Council</p>	<p>Eligible costs include reasonable, allowable direct costs such as compensation of employees for time devoted specifically to the performance of those awards, cost of materials expended specifically for the purpose of those awards, equipment, travel expenses incurred specifically to carry out the award and indirect costs as approved and certified in a cost allocation plan in the Operating Plan.</p>
<ul style="list-style-type: none"> Develop the Long Range Plan, the 20-year metropolitan transportation plan for the MPO area. 	<p>LRP for approval by the Council every four years with at least one completed plan during term of this agreement.</p>	<p>For eligible costs, see requirements in: OMB Circular A-87, OMB Circular A-133, and State requirements;</p> <p>49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments (US DOT's regulations implementing Circular A-102); and</p> <p>23 CFR Part 420 (FHWA's regulations for highway planning and research funds).</p> <p>FHWA reserves the right to determine which activities are eligible for funding.</p> <p>Eligible costs include reasonable, allowable direct costs such as compensation of employees for time devoted specifically to the performance of those awards, cost of materials expended specifically for the purpose of those awards, equipment, travel expenses incurred specifically to carry out the award and indirect costs as approved and certified in a cost allocation plan in the Operating Plan.</p>

EXHIBIT A

MPO Host Agency Federal-Aid Project Agreement

EXHIBIT A Host Agency Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of participating direct costs on Federal-Aid/State Aid projects:

1. Progress Billings — After approval of the Agreement, the Host Agency may submit progress billings to NYSDOT for the Federal share, and the applicable State share of approved costs shall be supported as follows:

a) Contracts/Consultant Agreements - Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form FIN 421, as it may be amended, and supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.

b) Work by Municipal Employees - Billings for Municipal employees will be on NYSDOT's Form FIN 421, supported by Host Agency records for the period(s) covered by the billings. Only those Project costs as defined in applicable Federal regulations and incurred subsequent to the date of Federal Highway Administration authorization can be included in billings.

2. Non-Personal Service Costs — Copies of invoices or documentation showing amounts and notations as may be required to clearly identify the purpose of each item. Copies of employee reimbursement vouchers for travel or similar costs are not required with progress billings but must be retained by the Host Agency for subsequent audit.

a) NYSDOT will reimburse Municipal personal service, fringe benefits, non-personal service, and related costs which are clearly identifiable to a specific project. Local claims for reimbursement of such expenditures utilizes the same Form "FIN 421" processing procedure as is routinely used for reporting Consultant Payment Requests.

SAMPLE RESOLUTION

SAMPLE RESOLUTION BY Sponsor
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal aid-eligible costs, of a transportation federal-aid project, to fully fund the local share of federal-aid eligible and ineligible project costs, and appropriating funds therefore.

WHEREAS, a Project for the _____, _____ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding of the local share of federal-aid-eligible Project costs and all Project costs within appropriations therefor that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b.) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

APPENDIX B

Requirements for Federally Aided Transportation Projects

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures and practices in its Procedures for Locally Administered Federal-Aid Projects (available through NYSDOT's web site at: <https://www.nysdot.gov/portal/page/portal/divisions/operating/opdm/community-assistance-delivery-bureau/locally-administered-federal-aid-projects>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor=s contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions 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.
3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations@. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. _____. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller=s Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

¹ The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State, and local governments (including the District of Columbia); federally -recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The database is accessible at <http://www.cfda.gov/>.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215, Highway Training and Education

20.219, Recreational Trails Program

20.XXX, Highway Planning and Construction - Highways for LIFE;

20.XXX, Surface Transportation Research and Development;

20.500, Federal Transit-Capital Investment Grants

20.505, Federal Transit-Metropolitan Planning Grants

20.507, Federal Transit-Formula Grants

20.509, Formula Grants for Other Than Urbanized Areas

20.600, State and Community Highway Safety

23.003, Appalachian Development Highway System

23.008, Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage

kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.



RESOLUTION: GTCS, INC. 5-2011

Authorizing GTCS, Inc. to Enter into a Host Agency Federal-Aid Project Agreement with the New York State Department of Transportation

WHEREAS, Federal Law provides for the apportionment of Federal-Aid Funds to the State of New York for the purpose of carrying out urban transportation planning and the State, in turn, makes those Funds available to a metropolitan planning organization, which is responsible for policy setting and decision-making in connection with transportation planning; and

WHEREAS, in 1977, the Governor designated Genesee Transportation Council, Inc. (GTC) as the metropolitan planning organization for the Genesee-Finger Lakes Region; and

WHEREAS, in view of the fact that GTC does not have separate status as a legal entity and, consequently, is unable to enter into contracts, assume direct financial obligations, or pay bills, another entity was needed to act as Host Agency to and perform those functions on behalf of GTC; and

WHEREAS, the entity chosen to act as Host Agency was GTCS, Inc.; and

WHEREAS, the Rochester Genesee Regional Transportation Authority (the "Authority") is the parent corporation of GTCS, Inc. and the two entities have identical boards of commissioners/directors; and

WHEREAS, in order to continue to act as the Host Agency to GTC, GTCS, Inc. must enter into a new MPO Host Agency Federal-Aid Project Agreement with the New York State Department of Transportation pursuant to which NYSDOT will reimburse eligible Project costs in accordance with NYSDOT policy and procedures for Project work performed by or through GTCS, Inc. as the Host Agency.

NOW, THEREFORE, BE IT

RESOLVED, that GTCS, Inc. is hereby authorized to enter into the MPO Host Agency Federal-Aid Project Agreement with the New York State Department of Transportation for a term ending March 31, 2022 in substantially the form attached to these Resolutions; and be it further

RESOLVED, that the Chief Executive Officers of the GTCS, Inc. and the Authority and their designees are hereby authorized and empowered to consent to modifications to the Agreement as they deem reasonable and in the best interests of GTCS, Inc. and the Authority; and be it further

RESOLVED, that the Chief Executive Officers of the GTCS, Inc. and the Authority and their designees are hereby authorized, empowered and directed, for and on behalf of GTCS, Inc. and the Authority, to perform any and all actions and to execute any and all documents on behalf of GTCS, Inc. and the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.



RESOLUTION: GTCS, INC. 5-2011

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James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Richard Perrin
Subject:	Resolution Authorizing the Award of a Contract for the Term Purchase and Maintenance of a Copier for the Genesee Transportation Council.
Background:	<p>GTCS, Inc. wishes to enter into a term purchase and associated maintenance agreement for a Xerox multi-function copier for the Genesee Transportation Council for a 60-month period.</p> <p>GTCS, Inc. wishes to standardize technology equipment including copiers as they require network interface to be utilized as printers. The copiers GTCS, Inc. seeks are available through the New York State OGS contract # PC59472.</p> <p>The New York State Office of General Services has conducted a competitive procurement and awarded a contract for said copier to Xerox Corporation through its subsidiaries Xerographic Solutions, Inc. of Fairport, New York and Xerox Financial Services of Norwalk, Connecticut.</p> <p>Xerox Financial Services of Norwalk, Connecticut, offered acceptable payment terms.</p>
Financial Impact:	The monthly cost will not exceed \$350. Annualized expense will not exceed \$4,200.
Recommendation:	That the CEO be granted authority to enter into a contract for the term purchase and associated maintenance agreement of one (1) copier.



RESOLUTION: GTCS, Inc. 6-2011

AUTHORIZING THE AWARD OF A CONTRACT FOR THE TERM PURCHASE AND MAINTENANCE OF A COPIER FOR THE GENESEE TRANSPORTATION COUNCIL

WHEREAS, GTCS, Inc. seeks to enter into a term purchase agreement of a copier for the Genesee Transportation Council (GTC); and

WHEREAS, the GTC wishes to have a maintenance agreement which runs concurrently with the term purchase agreement for routine maintenance, parts and labor for drums, fuser oil, developer, and toner; and

WHEREAS, a Xerox copier and associated maintenance agreement meeting the GTC requirements is available through the New York State Office of General Services, Contract Number PC59472; and

WHEREAS, the New York State Office of General Services has conducted a competitive procurement and awarded a contract for said copier to Xerox Corporation through its subsidiaries Xerographic Solutions, Inc. of Fairport, New York and Xerox Financial Services of Norwalk, Connecticut; and

WHEREAS, the GTCS, Inc. has determined that Xerox Corporation is a responsible firm; and

WHEREAS, Xerox Corporation has proposed acceptable terms for the buyout of the existing term purchase agreement; and

WHEREAS, Xerox Corporation offered acceptable payment terms.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Executive Officer is authorized to enter into a term purchase and associated maintenance agreement with Xerox Corporation for one (1) copier for a 60-month period with a monthly cost not to exceed Three Hundred Fifty Dollars (\$350.00); and

IT IS FURTHER RESOLVED, that the officers and directors of the Authority are hereby authorized, empowered and directed, for and on behalf of the Authority, to perform any and all actions and to execute any and all documents on behalf of the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Mark Ballerstein
Subject:	Resolution of the Rochester-Genesee Regional Transportation Authority Amending Resolution RGRTA 23-2011 Increasing the Scope and Value of a Contract with LeChase Construction Services for Construction Management Services for the Renaissance Square Transit Center
Background:	<p>In order to meet project funding time constraints and other project goals, the Renaissance Square Transit Center Project (the "Project") is being completed using the Design Build project delivery method. This is the same method used for the Campus Improvement Phase I project. This approach accelerates the start of the construction process and helps ensure expedient use of federal grant funds.</p> <p>In April 2011, the RGRTA Board authorized an amendment to the LeChase Construction Services contract for services in connection with the preparation of the Design Build RFP for the Project. The contract amount was increased to \$1,052,178.</p> <p>The proposed Amendment would authorize LeChase Construction Services, in conjunction with its sub-consultants, to provide Construction Management Services throughout the remaining phases of the Project. The objective of these services is to insure the Project is properly designed and constructed.</p> <p>Services to be provided include:</p> <ul style="list-style-type: none"> • Design Review • Community Outreach • Assist with the PLA Study and agreement • Value Engineering • Commissioning Plan Development • Implementation Plan Updates • Review of Compliance with LEED Requirements and Executive Order 111 • Logistics Planning • Review of Safety Plan

	<ul style="list-style-type: none">• Oversight of Bidding and GMP Development• Construction Phase Services• On-Site Representation• Financial Tracking• Project Close-Out Phase Services• DBE Program Management
Financial Impact:	<p>Increase the maximum amount to be paid under the Consultant's contract by \$1,830,000, bringing the maximum contract amount to \$2,882,178</p> <p>This contract increase is to be funded in the following manner: a) Federal funds - 80% b) State funds - 10% c) RGRTA funds - 10%.</p>
Recommendation:	<p>That the CEO be granted authority to amend the Authority's contract with LeChase Construction Services to proceed with the agreed-upon scope of services for the Renaissance Square Transit Center.</p>



RESOLUTION: RGRTA 83-2011

AMENDING RESOLUTION RGRTA 23-2011 INCREASING THE SCOPE AND VALUE OF A CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE RENAISSANCE SQUARE TRANSIT CENTER

WHEREAS, Rochester-Genesee Regional Transportation Authority (the "Authority") has, for a number of years, been seeking to construct a climate controlled transit center in downtown Rochester, New York) the "Project"); and

WHEREAS, the Design Build project delivery method has been selected as the best method for implementing the Project; and

WHEREAS, LeChase Construction Services (the "Consultant") has previously been selected to provide Construction Management Services in connection with the Project; and

WHEREAS, in April 2011, Authority Resolution 23-2011 authorized increasing the maximum amount of the contract with Consultant to \$1,052,178 for additional services to be provided in connection with preparation of the Design Build RFP; and

WHEREAS, this Board has been presented by management with the terms and conditions of the proposed amendment to the existing contract with the Consultant pursuant to which:

- The Consultant would be authorized at this time to proceed with the agreed-upon scope of services in connection with overseeing the further design and the construction of the Renaissance Square Transit Center; and
- The maximum amount to be paid under the Consultant's contract would be appropriately adjusted to reflect the reasonable cost of such additional efforts; and

WHEREAS, the Authority anticipates these services will be funded in the following manner: a) Federal funds - 80% b) State funds - 10% c) RGRTA funds - 10%.

NOW, THEREFORE, BE IT RESOLVED, that LeChase Construction Services is authorized to proceed with tasks within the agreed-upon scope of services for the Renaissance Square Transit Center; and be it further

RESOLVED, that the maximum amount to be paid under the contract with LeChase Construction Services be increased by \$1,830,000 to make the maximum contract amount \$2,882,178; and be it further

RESOLVED, that Chief Executive Officer is authorized to increase the maximum amount of such contract by up to \$183,000; and be it further

RESOLVED, that the Chief Executive Officer and his designee(s) are hereby authorized, empowered and directed, for and on behalf of the Authority, to perform any and all actions and to execute any and all documents on behalf of the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions.



RESOLUTION: RGRTA 83-2011

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CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Mark Ballerstein
Subject:	Authorize the Pike Company to proceed with early site preparation services as part of the Design Build Contract for the Renaissance Square Transit Center
Background:	<p>In November 2011, the RGRTA Board authorized a design build contract with The Pike Company to design and build the Renaissance Square Transit Center project.</p> <p>We anticipate real estate property transfer to RGRTA ownership by the end of the year. Initial site preparation work is needed to control the site, address unsafe subsurface issues, determine unknown conditions and facilitate a timely progression of the project.</p> <p>Recent subsurface site investigations revealed existing basement structures below the existing surface parking lots. Some of the basements were found to include asbestos-contaminated materials.</p> <p>The proposed scope of the work to be completed under the early site preparation services include:</p> <ul style="list-style-type: none"> • Removal of existing fencing, railing and brick fence piers • Installation of Temporary chain link fencing and gates at perimeter of site and around suspected basements • Soil erosion control • Removal of parking attendant buildings, meter posts and signs • Removal of electric service and light pole • Removal of trees • Removal of concrete slabs over existing building basements • Abatement of asbestos-contaminated materials <p>This work will be managed and performed by the Pike Company as part of the Design Build Contract. The construction fee and general conditions fee approved by the Board as part of the Design Build Contract cover the design and management of this work. No increase to Pike's fees is required. The work is being requested to facilitate the expeditious progress of the Project, prior to consideration and acceptance of the GMP in April.</p>

	<p>Cost of the work will be reimbursed on an actual cost basis either by competitive bids or time & material accounting. The cost of the work is estimated to be \$482,000.</p>
Financial Impact:	<p>The cost for this work is included in the project capital budget. There is no fee increase to The Pike Company's design build fees. The cost estimate for the early site preparation services is \$482,000</p> <p>This contract increase is to be funded in the following manner: a) Federal funds - 80% b) State funds - 10% c) RGRTA funds - 10%.</p>
Recommendation:	<p>That the Pike Company be authorized to proceed with early site preparation services as part of the Design Build Contract for the Renaissance Square Transit Center.</p>



RESOLUTION: RGRTA 84-2011

AUTHORIZING THE PIKE COMPANY TO PROCEED WITH EARLY SITE PREPARATION SERVICES AS PART OF THE DESIGN BUILD CONTRACT FOR THE RENAISSANCE SQUARE TRANSIT CENTER

WHEREAS, Rochester-Genesee Regional Transportation Authority (the "Authority") has, for a number of years, been seeking to construct a climate controlled transit center in downtown Rochester, New York) the "Project"); and

WHEREAS, the Design Build project delivery method has been selected as the best method for implementing the Project; and

WHEREAS, in November 2011, per RGRTA Resolution 79 -2011, the Authority awarded a contract to The Pike Company for Design Build Services to provide design and construction services in connection with the Project; and

WHEREAS, to facilitate the expeditious progress of the Project, prior to consideration and acceptance of the Guaranteed Maximum Price, the Board may be asked to authorize construction of selected portions of the Project; and

WHEREAS, the Authority anticipates real estate property transfer to RGRTA ownership by the end of the year; and

WHEREAS, recent subsurface site investigations revealed existing basement structures below the existing surface parking lots; and

WHEREAS, the Authority desires to undertake initial site preparation work as needed to control the site, address unsafe subsurface issues, determine unknown conditions and facilitate a timely progression of the project; and

WHEREAS, this work will be managed and performed by the Pike Company as part of its contract for Design Build Services; and

WHEREAS, the cost of the work is estimated to be \$482,000; and

WHEREAS, the Authority anticipates these services will be funded in the following manner: a) Federal funds - 80% b) State funds - 10% c) RGRTA funds - 10%.

NOW, THEREFORE, BE IT RESOLVED, that The Pike Company is authorized to proceed with early site preparation services for the Renaissance Square Transit Center; and be it further

RESOLVED, that the maximum amount to be paid under the contract with The Pike Company for the early site preparation services shall be \$482,000; and be it further

RESOLVED, that the Chief Executive Officer and his designee(s) are hereby authorized, empowered and directed, for and on behalf of the Authority, to perform any and all actions and to execute any and all documents on behalf of the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions.



RESOLUTION: RGRTA 84-2011

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CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	David Cook
Subject:	Resolution Approving the Assignment of a Contract with Webcasting.com, Inc. to Granicus, Inc.
Background:	<p>On December 10, 2008, per Resolution RGRTA 81 - 2008, the Authority awarded a contract to Webcasting.com, Inc. for the provision of video recording services. These services are used primarily to record and produce video recordings of the Authority's Board Meetings for dissemination on the internet through the Authority's website.</p> <p>Webcasting.com, Inc. was acquired by Granicus, Inc. of San Francisco, CA.</p> <p>The Authority desires to continue receiving video recording services from Granicus, Inc. Accordingly, it is recommended that the Board approve the assignment of the contract from Webcasting.com, Inc. to Granicus, Inc. and authorize the Authority's CEO to execute any documents that are necessary to effectuate the assignment.</p>
Financial Impact:	The terms, conditions and pricing of the original contract remain the same.
Recommendation:	That the Board adopt the Resolution.



RESOLUTION: RGRTA 85-2011

**RESOLUTION APPROVING THE ASSIGNMENT OF A CONTRACT WITH WEBCASTING.COM, INC.
TO GRANICUS, INC.**

WHEREAS, Rochester Genesee Regional Transportation Authority (the "Authority"), per Resolution RGRTA 81 - 2008, awarded a contract to Webcasting.com, Inc. for the provision of video recording services; and

WHEREAS, these services are used primarily to record and produce video recordings of the Authority's Board Meetings for dissemination on the internet through the Authority's website; and

WHEREAS, Webcasting.com, Inc. was acquired by Granicus, Inc. of San Francisco, CA; and

WHEREAS the Authority desires to continue receiving video recording services from Granicus, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Authority hereby authorizes the assignment of the contract with Webcasting.com, Inc. to Granicus, Inc.; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer of the Authority and/or his designee(s) are hereby authorized, empowered and directed, for and on behalf of the Authority, to perform any and all actions and to execute any and all documents on behalf of the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
BOARD OF COMMISSIONERS
AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	David Cook
Subject:	Resolution Authorizing the Execution of an Agreement with the United States Department of Homeland Security
Background:	The United States Department of Homeland Security (DHS) administers the Transit Security Grant Program which makes grant funds available on a competitive basis for a variety of transit security improvements. These funds are intended to enhance the ability of the nation's transit infrastructure to prevent, protect, respond to, and recover from threats or acts of terrorism. This is the third year that RGRTA has successfully competed for these funds. RGRTA has been notified that \$177,132 has been awarded to the Authority for the purpose of providing training to its front line employees; provide a public security and awareness program and conducting an inter-agency drill.
Financial Impact:	These funds will have a favorable financial impact and do not require a local match.
Recommendation:	That the CEO be authorized to execute an agreement with the DHS for the purpose of accessing these grant funds.



RESOLUTION: RGRTA 86-2011

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the United States Department of Homeland Security (DHS) is authorized to make grants under the FY 2011 Transit Security Grant Program; and

WHEREAS, the Rochester-Genesee Regional Transportation Authority (the "Authority") submitted a grant application to the DHS in February 2011 seeking grant funds; and

WHEREAS, the Authority has been advised that grant funds in the amount of One Hundred Seventy-seven Thousand One Hundred Thirty-two Dollars (\$177,132) have been awarded to the Authority to provide for a public security and emergency awareness program, security awareness training, and implementation of a transit security inter-agency emergency response drill.

NOW THEREFORE BE IT RESOLVED that the Chairman, any duly-elected officer or the Chief Executive Officer is authorized to execute grant contract agreements, amendatory or supplemental grant contract agreements, and related documents on behalf of the Authority with the United States Department of Homeland Security to carry this project forward.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, in Rochester, New York, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
BOARD OF COMMISSIONERS
AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Hal Carter
Subject:	Resolution Authorizing the Appointment of a Medicaid Compliance Officer and Committee to oversee New York State Medicaid compliance for the Authority and its subsidiaries.
Background:	<p>The aggregate amount of revenue received directly and in directly by the subsidiaries of Rochester Genesee Regional Transportation Authority (the "Authority") from the New York Medicaid program has reached the level at which such subsidiaries are required by regulations and guidance issued by the Office of the New York State Medicaid Inspector General (OMIG) to implement a Compliance Program. One of the required elements of such a Compliance Program is that the Board designate a Medicaid Compliance Officer and form a Medicaid Compliance Committee.</p> <p>The duties of a Compliance Committee include collaborating with the Compliance Officer to review and revise policies and procedures; investigate and document allegations of non-compliance; and make recommendations to the Board of Commissioners regarding compliance issues.</p>
Recommendation:	That the Legal Affairs Department Paralegal be appointed Medicaid Compliance Officer for the Authority and that a Medicaid Compliance Committee be formed having the members identified in the accompanying proposed Resolutions.



RESOLUTION: RGRTA 87-2011

APPOINTING MEDICAID COMPLIANCE OFFICER AND COMPLIANCE COMMITTEE

WHEREAS, the aggregate amount of revenue received directly and in directly by the subsidiaries of Rochester Genesee Regional Transportation Authority (the "Authority") from the New York Medicaid program has reached the level at which such subsidiaries are required by regulations and guidance issued by the Office of the New York State Medicaid Inspector General (OMIG) to implement a Compliance Program; and

WHEREAS, one of the required elements of such a Compliance Program is that the Board designate a Medicaid Compliance Officer and form a Medicaid Compliance Committee;

NOW, THEREFORE, be it

RESOLVED, that the person from time-to-time holding the position of Legal Affairs Department Paralegal is hereby appointed Medicaid Compliance Officer for the Authority and its subsidiaries; and be it further

RESOLVED, that in connection with any and all matters pertaining to Medicaid Compliance, the Medicaid Compliance Officer shall report directly to the Board of Commissioner; and be it further

RESOLVED, that individuals from time-to-time holding the following positions shall constitute the Medicaid Compliance Committee for the Authority and its subsidiaries:

- The Medicaid Compliance Officer, who shall chair the Committee;
- The Internal Auditor, if any;
- Director of Finance;
- Vice President of Paratransit and Regional Operations;
- The Manager of each Subsidiary that receives Medicaid payments directly or indirectly;
- One or more of the members of the Board of Commissioners as appointed by the Chairman of the Board in his/her discretion;

and be it further

RESOLVED, that the Chairman, any duly-elected officer, the Chief Executive Officer of the Authority and their designees are authorized to take any and all such further action as may be necessary to carry the foregoing Resolutions into effect.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011 and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Robert Frye
Subject:	Resolution Authorizing RGRTA to enter into a three-year agreement with S. R. Thomas Actuarial Associates, Inc. for Pension Plan Actuarial Services. The agreement will include options for two one-year extensions.
Background:	<p>RGRTA issued a Request for Proposals (RFP) for Pension Fund Actuarial Services for three (3) of its four (4) defined benefit pension plans:</p> <ul style="list-style-type: none"> • RTS Retirement Plan for Non-Union Employees • Lift Line Pension Plan for Members of ATU Local 282 • Lift Line, Inc. and Regional Companies Non-Union Employees <p>Services include:</p> <ul style="list-style-type: none"> • Preparation, Submission, and Presentation of Annual Valuation Reports • Annual Calculation of "Excess Assets" • Preparation of Annual Employee Statements • Option for other consulting services <p>RGRTA received a single proposal from S. R. Thomas Actuarial Associates, Inc.</p>
Financial Impact:	<p>A base Annual Fee Total of \$43,500. Fees for valuation reports for RTS and LL/Regional Non-union plans will be charged back to the pension funds as an allowable administrative expense. The following hourly rates were obtained for optional consulting services that may be needed:</p> <ol style="list-style-type: none"> 1.) Actuarial Analyst \$150/hr. 2.) Lead Consultant \$200/hr. 3.) Senior Actuary \$350/hr. 4.) Peer Reviewer \$350/hr.
Recommendation:	That the CEO be granted authority to enter into an agreement with S. R. Thomas Actuarial Associates, Inc. for a three-year period with options for two one-year renewals.



RESOLUTION: RGRTA 88-2011

AUTHORIZING AWARD OF A CONTRACT FOR PENSION FUND ACTUARIAL SERVICES

WHEREAS, the Rochester-Genesee Regional Transportation Authority (the "Authority") is the sponsor of four (4) pension plans covering the employees of its subsidiary companies; and,

WHEREAS, the Authority requires the services of a qualified actuarial firm to provide professional actuarial services for the development and management of the Authority's pension plans; and

WHEREAS, the Authority sought proposals from professional, qualified actuarial firms to provide services for three (3) of the four (4) defined benefit plans and advertised for proposals in the New York State Contract Reporter on September 12, 2011, and the Rochester Business Journal on September 16, 2011; and

WHEREAS, the Authority carefully considered the proposal that was submitted in response to the Request for Proposals (RFP) and concluded that the proposal submitted by S. R. Thomas Actuarial Associates, Inc. is responsive to the RFP and favorable to the Authority; and

WHEREAS, the Authority has determined that S. R. Thomas Actuarial Associates, Inc. is a responsible contractor; and

WHEREAS, the annual base fee amount is \$ 43,500 for pension fund actuarial services and any optional consulting services needed will be at fixed hourly rates.

NOW, THEREFORE, BE IT RESOLVED that the Chief Executive Officer is hereby authorized to execute an agreement between the Authority and S. R. Thomas Actuarial Associates, Inc. for the provision of professional pension actuarial services for a term of three years with options for two one-year renewals; and

BE IT FURTHER RESOLVED that the Chairman, any duly elected officer, or the Chief Executive Officer is authorized to enter into this contract and to complete any other documents necessary to carry out this project.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.



RESOLUTION: RGRTA 88-2011

Page 2

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
BOARD OF COMMISSIONERS
AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	Hal Carter
Subject:	Resolution Appointing Members of the Board of the Greater Rochester Transportation Foundation
Background:	Periodically, the RGRTA, as sole member of the Greater Rochester Transportation Foundation, by its Board of Commissioners must appoint members of the Transportation Board. A slate of proposed GRTFA Board members and their proposed terms of office as shown in the attached Resolution are recommended to the RGRTA Board.
Financial Impact:	None
Recommendation:	That the Board appoint the slate of candidates for the GRTFA Board for the terms indicated as set forth on the attached Resolution.



RESOLUTION: RGRTA 89-2011

APPROVING THE ELECTION OF DIRECTORS OF THE GREATER ROCHESTER COMMUNITY TRANSPORTATION FOUNDATION

WHEREAS, the Rochester Genesee Regional Transportation Authority (“RGRTA”) is the sole Member of the Greater Rochester Community Transportation Foundation (the “Transportation Foundation”); and

WHEREAS, RGRTA, as the sole Member, is required by the Greater Rochester Community Transportation Foundation by-laws to elect the full complement of Directors to the Board of the Greater Rochester Community Transportation Foundation; and

WHEREAS, any such action by RGRTA requires approval by the Commissioners;

THEREFORE BE IT RESOLVED, that the Authority, hereby, elects the following individuals as Directors of the Greater Rochester Community Transportation Foundation, and each such individual shall continue to serve as Director through the end of the term specified below and election of his/her successor:

William Carpenter	Term Through August 2012
John Bouchard	Term Through August 2014
Bernie Iacovangelo	Term Through August 2012
Barbara Jones	Term Through August 2012
Dawn Sywulski	Term Through August 2014
Ron Thomas	Term Through August 2013
Bonnie Turner	Term Through August 2013

IT IS FURTHER RESOLVED, that the Chief Executive Officer, the Chief Operating Officer and/or their designees are authorized to sign all appropriate documents on behalf of the RGRTA as sole Member of the Greater Rochester Community Transportation Foundation confirming election of the persons listed above as Directors of the Foundation as per the terms of this Resolution.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
 BOARD OF COMMISSIONERS
 AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	David Cook
Subject:	Resolution Authorizing the Extension of a Contract for Group Life and Accidental Death and Dismemberment Insurance Services
Background:	<p>The Authority, per Resolution RGRTA 104 – 2006, awarded a contract to Sun Life Insurance and Annuity Company of New York (Sun Life) for the provision of Group Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage and Services for a period of up to five years.</p> <p>The contract is set to expire on January 31, 2012.</p> <p>RGRTA is currently in the midst of a procurement for the same insurance coverages and services to cover the subsequent five-year period (February 1, 2012 – January 31, 2017). It has been determined that it would be in the Authority’s best interest to allow additional time to complete the procurement. Accordingly, it is recommended that the current contract with Sun Life be extended by up to sixty (60) days. Sun Life has agreed to extend the term of the contract while maintaining all other terms and conditions of the policy.</p> <p>The Authority currently pays a unit cost of .30 Life Rate (per \$1,000) and .035 AD&D Rate (per \$1,000).</p>
Financial Impact:	The estimated cost to extend the contract by sixty (60) days is \$30,000.
Recommendation:	That the CEO be granted authority to extend the contract with Sun Life for up to sixty (60) days.



RESOLUTION: RGRTA 90-2011

AUTHORIZING THE EXTENSION OF A CONTRACT FOR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE SERVICES

WHEREAS, the Rochester Genesee Regional Transportation Authority (the "Authority"), per resolution RGRTA 104 – 2006, awarded a contract to Sun Life Insurance and Annuity Company of New York (Sun Life) for the provision of Group Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage and Services; and

WHEREAS, the term of the current contract with Sun Life ends on January 31, 2012; and

WHEREAS, the Authority is in the midst of a procurement for the same insurance coverages and services to cover the subsequent five-year period; and

WHEREAS, the Authority has determined that it is in its best interest to extend the term of the current contract with Sun Life by up to sixty (60) days to allow sufficient time to complete the procurement for the new contract; and

WHEREAS, the cost of the extended coverage is estimated not to exceed \$30,000.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Executive Officer is hereby authorized to execute a contract extension with Sun Life for a period of up to sixty (60) days for an amount not to exceed \$30,000; and

BE IT FURTHER RESOLVED, that the officers and directors of the Authority are hereby authorized, empowered and directed, for and on behalf of the Authority, to perform any and all actions to execute any and all documents on behalf of the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution;

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester-Genesee Regional Transportation Authority, which was held on December 1, 2011, and that the Resolution is still in full force and effect.

James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York



ROCHESTER-GENESEE REGIONAL TRANSPORTATION AUTHORITY
BOARD OF COMMISSIONERS
AGENDA ITEM COVER SHEET

Board Meeting Date:	December 1, 2011
Presenter:	David Cook
Subject:	Resolution Authorizing the Award of a Contract for the Provision of Fare Media
Background:	<p>The Authority seeks a term contract for the provision of fare media.</p> <p>A Request for Proposals was issued and proposals were received from the following companies:</p> <ol style="list-style-type: none"> 1.) Magnetic Ticket & Label Corp., Dallas, TX \$55,488.32 2.) Electronic Data Magnetics, High Point, NC \$57,384.50 <p>Magnetic Ticket & Label Corp. submitted the responsive proposal that was determined to be the most favorable to the Authority.</p> <p>Magnetic Ticket & Label Corp. was determined to be a responsible bidder.</p> <p>The agreement will be for a one-year (1) year period with options to extend for four (4) additional one-year periods.</p>
Financial Impact:	The estimated annual cost for fare media based on estimated quantities to be purchased and unit pricing is \$55,488.32 with a not-to-exceed amount of \$66,600.
Recommendation:	That the CEO be granted authority to execute a contract with Magnetic Ticket & Label Corp. for the provision of fare media.



RESOLUTION: RGRTA 91-2011

AWARDING A CONTRACT FOR FARE MEDIA

WHEREAS, the Rochester Genesee Regional Transportation Authority (the "Authority") seeks the provision of fare media for its customers; and

WHEREAS, the Authority publicly advertised for bids in the New York State Contract Reporter on October 21, 2011, the Rochester Business Journal on October 21, 2011 and Passenger Transport on November 7, 2011 and

WHEREAS, seventeen (17) request for proposal packages were distributed and two (2) proposals were received and opened on November 17, 2011; and

WHEREAS, based upon evaluation of the proposals, it has been concluded that Magnetic Ticket & Label Corp., Dallas, TX submitted the most favorable proposal to the Authority; and

WHEREAS, the Authority determined Magnetic Ticket & Label Corp. is a responsible bidder; and

WHEREAS, the estimated annual cost for fare media is \$55,488.32 based on estimated annual quantities to be purchased and unit pricing; and

WHEREAS, the initial contract term will be for one (1) year from the contract execution date with options to extend for four (4) additional one-year periods.

NOW, THEREFORE, BE IT RESOLVED, that a Contract be awarded to Magnetic Ticket & Label Corp. for provision of fare media; and

IT IS FURTHER RESOLVED, that the annual expenditures under the Contract shall not exceed \$66,600; and

IT IS FURTHER RESOLVED, that the officers and directors of the Authority are hereby authorized, empowered and directed, for and on behalf of the Authority, to perform any and all actions and to execute any and all documents on behalf of the Authority as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution.

CERTIFICATION

The undersigned hereby certifies that the above is an excerpt from the Minutes of a Regular Meeting of the Rochester Genesee Regional Transportation Authority, which was held on December 1, 2011 and that the Resolution is still in full force and effect.



RESOLUTION: RGRTA 91-2011

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James H. Redmond, Chairman

Date: December 1, 2011
Rochester, New York