

NEBRASKA
STATE MANAGEMENT PLAN
FOR
PUBLIC TRANSPORTATION IN RURAL
AND
SMALL URBAN AREAS
(Section 5311, Section 5310, and RTAP Programs)

Prepared by

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PLANNING AND ADMINISTRATION
RAIL AND PUBLIC TRANSPORTATION DIVISION

In Cooperation with

THE U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

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INTRODUCTION

This State Management Plan (SMP) is a document which describes the state's policies and procedures for administering the Federal Transit Administration's (FTA) Section 5311 program of transit assistance for rural areas, Section 5311(f) intercity bus program, Rural Transit Assistance Program (RTAP), and Section 5310 capital assistance program for Enhanced Mobility of Seniors and Individuals with Disabilities. While the objectives of these programs may differ, all complement each other and the overall goal to provide accessible public transportation in rural and small urban areas.

The SMP is intended to facilitate both state management and FTA oversight by documenting the state's procedures and policies for administering these programs in a single reference.

A. PROGRAM GOALS

In 1975, the Nebraska Unicameral passed legislation, which is identified as the Nebraska Public Transportation Act (NPTA). This enabling legislation permits state funds to be used to provide operating assistance to public transportation providers. In 1978, Congress passed the Surface Transportation Act, which amended the Urban Mass Transportation Act of 1964 (UMT Act) by adding Section 18, now Section 5311. Section 5311 authorizes federal money for capital and operating assistance to public transportation in small urban and rural areas.

Under Section 5311(f), which was authorized by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, States are required to spend a portion of their Section 5311 apportionment for intercity bus transportation.

In 1993, the Nebraska Unicameral passed legislation authorizing the Department of Roads to establish a Nebraska Intercity Bus Program and provided necessary funds for match for the Section 5311(f) funds.

Pursuant to both the state and the federal programs and the Nebraska Long-Range Transportation Plan, the following goals have been adopted by the Nebraska Department of Roads (NDOR) to provide direction in public transportation assistance:

1. To provide for the transportation needs of seniors and individuals with disabilities along with those not having access to the private automobile.
2. To promote the establishment of public transportation in the rural areas of the state where it is currently lacking.
3. To obtain the maximum benefit from available public resources through the coordination of federal, state and local transportation activities.

4. To help communities address their public transportation needs through the provision of technical assistance.
5. To reduce traffic congestion and conserve energy through the establishment and expansion of public transportation.
6. To develop and support intercity bus transportation.
7. To provide for the participation of private transportation providers.

B. ROLES AND RESPONSIBILITIES

The Nebraska Public Transportation Act of 1975 delegated responsibility to the Department of Roads for statewide planning and programming of transportation activities including the administration of federal and state financial assistance programs. On February 6, 1979, the NDOR was designated the administrative agency for the Section 5311 program.

The NDOR shall develop all administrative procedures, application processes and program guidance. The NDOR will provide local technical assistance and program direction, review and approve applications, and enter into and administer contracts with local applicants for operating assistance projects. The NDOR will process all necessary financial documents for the reimbursement of operative deficits and maintain local financial accountability through standard audit practices. All capital purchase procedures will be performed by or under the direction of the NDOR and the Department of Administrative Services. The Department of Roads will monitor the expenditure of funds in the various grants that have been awarded to the state. As individual program grant expenditures reach 90 percent of the grant total, the Department of Roads will initiate grant closeout. The department will also review the recipient's statement of revenues and expenses and determine allowable Section 5311 funding. The project is then closed upon final financial adjustments. NDOR will submit an annual report to the National Transit Database that contains the information required to be reported for all Section 5311 transit programs in Nebraska.

Within 90 days of final expenditure of all funds in a federal grant, NDOR will submit a Financial Status Report, final budget, and final program of projects through the TEAM system. The applicant will be required to develop the project application and supporting documentation in accordance with the "Instruction Manual for Application for Public Transportation Assistance". The applicant will provide all local administration, personnel, equipment and funds necessary to support the project. Project records will be maintained and reports will be provided to the NDOR as required to verify project utilization. The applicant shall be responsible for local compliance with regulations pertaining to civil rights, Americans With Disabilities Act, private enterprise participation, disadvantaged business enterprises, labor protection and other applicable regulations.

NDOR staff will make periodic (at least once every three years) site visits to those transit

programs in rural Nebraska that receive Federal Transit Administration Section 5310 and/or 5311 funding for their programs. See Exhibits "A" & "B" for site visit compliance forms.

C. ELIGIBLE RECIPIENTS

Local agencies, local public bodies, Indian Tribes, operators of public transportation services and private-nonprofit organizations may be eligible recipients under the program. Private-nonprofit organizations must fulfill the requirement as a public purpose organization as defined in Section 19-3903 Revised Statutes of Nebraska, 1943. Private-for-profit operators of transit or paratransit services may participate in the program through contracts with eligible applicants.

D. SERVICES AND SERVICE AREA

Public transportation services to be provided under this program shall be available to all persons within the service area. Special emphasis may be given to seniors and individuals with disabilities. However, published schedules and other marketing materials and efforts must note the transportation service is open to the general public. The transportation service may either be provided by the applicant or by a private-non-profit or private-for-profit provider under contract to the applicant.

The service shall be for the general public in rural areas of the State. The geographical boundaries defined in the approved project application will be the service area. This may include regular or periodic trips into a regional center or urbanized area. Trips into urbanized areas shall not be for the purpose of providing transportation services to persons within the urbanized area.

E. ELIGIBLE ASSISTANCE CATEGORIES

Transportation costs eligible under this program are state administration, technical assistance, capital costs for vehicles, equipment and facilities, and system administrative and operating costs. Up to 15% of Nebraska's annual allocation of Section 5311 funds may be reserved for use by the NDOR to administer the program and provide technical assistance in such areas as project planning, program development, training programs, coordination of public and private transportation systems, and such research as the NDOR may feel is appropriate to improve transportation service in non-urbanized areas. The NDOR may use some of these funds as a pass-through to local systems for planning studies. Matching local funds will be required for these studies.

Capital expenses eligible under this program shall be reimbursed at a rate not to exceed 80% federal funds with the local systems providing the required matching ratio. Eligible capital

expenses include but are not limited to the purchase of buses, vans or other transportation vehicles, radios and communications equipment, wheelchair lifts and restraint systems, bus shelters, vehicle rehabilitation and facilities.

Project administration and operating expenses directly related to the cost of systems operation are eligible to be reimbursed at a rate not to exceed 50% federal funds. Monthly invoices and backup sheets are required to be submitted by the Section 5311 sub-recipients.

F. LOCAL SHARE AND LOCAL FUNDING REQUIREMENTS

The local applicant will provide the required local matching share for capital and for operating projects. For vehicle capital projects the local matching share shall be cash from sources other than U.S. Department of Transportation funds. Eligible applicants must provide NDOR the local match prior to NDOR relinquishing title to the applicant(s).

The matching share for project administration and operating costs may be from a source that could include state, local government, unrestricted federal or private funds. Applicants that are eligible for public transportation assistance under Section 13-1209 Reissue Revised Statutes of Nebraska, 1943, may receive state funds to match up to 50% of the remaining deficit after the allotted Section 5311 and unrestricted federal funds, if any, have been applied. The remaining match must be either local public or private cash funds. Applicants that are not eligible to receive state funds may provide the local match with a combination of unrestricted federal funds and local cash match.

G. METHOD FOR DISTRIBUTING FUNDS AND PROJECT EVALUATION CRITERIA

Distribution of the Section 5311 funds shall be on the following basis:

1. Up to 15% of the total allocation may be used by the NDOR for program administration and technical assistance.
2. Up to 10% of the funds may be retained for new starts, emergency purposes and contingencies.
3. The balance will be available to existing systems for capital and operating assistance purposes. In no case shall federal operating assistance exceed 50% of the net operating deficit of an individual system nor shall capital assistance exceed 80% of the net cost. Actual allocations for both capital and operating purposes may be less than authorized program maximum.

The division of funds between capital and operating purposes will be discretionary on a year-by-year basis. In general, emphasis will be given to operating assistance.

Requests for operating assistance will be fully funded as long as sufficient federal funds are available. In years when available federal funds are insufficient to fully fund requests for operating assistance, funds will be allocated on the following basis:

1. A base amount of \$2,000 will be allocated to each approved applicant.
2. The remaining funds will be distributed on the basis of the total population within the service area of each applicant as compared to the total population of the service area of all applicants and on the total annual service mileage of each applicant as compared to the total annual service mileage of all applicants. Population will be given a 40% weighting factor and the service mileage a 60% weighting factor. Population will be determined by the latest available decennial Bureau of Census figures and mileage will be based on the latest available annual figures. If annual figures are not available, estimates will be made from available data. Special services not mentioned above may also be considered. A 5% growth factor will also be allowed those applicants whose prior year projected reimbursements are less than the current initial allocation. Allocated funds in excess of need by individual applicants will not be carried forward. Any funds remaining from allocations in excess of an individual applicant's request will be returned to the funding pool and redistributed to those systems whose allocations were less than the amount requested. This redistribution will be done on the same basis as the initial distribution. Allocated funds unexpended at the end of the fiscal year will be returned to the funding pool for distribution in future years.

Should priorities become necessary, preference in the allocation of funds shall be given to projects best suited to serve areas which do not currently have access to public transportation, to projects serving the needs of seniors and individuals with disabilities and to projects best using other available sources of funding.

Priority for capital acquisitions will be as follows:

1. Replacement of existing fleet vehicles. Prioritization within this category will be based on mileage, age, condition, safety and the size of the fleet.
2. Vehicles for new starts. Prioritization will be based on documented needs.
3. Fleet expansion. Prioritization will be based on documented needs.
4. Rehabilitation of existing fleet vehicles. Prioritization within this category will be the same as in number 1.
5. Facility and other non-rolling stock items.

H. ANNUAL PROGRAM DEVELOPMENT AND PROJECT APPROVAL PROCESS

Awareness of the Section 5311 program for rural and intercity bus transportation systems is facilitated by contact with governmental entities, Area Agencies on Aging, Community Action Councils and various local community organizations statewide. This awareness is also accomplished through the Public Transportation Coordination Committee, a transit newsletter and transit workshops.

In the first quarter of each calendar year, Section 5311 application documents are posted to the NDOR Rail and Public Transportation Division website. The completed applications are to be returned to the NDOR no later than the last Friday of March each year. The application is used for requesting state and/or federal operating assistance funds and for federal capital assistance funds.

The data from these applications are compiled and summarized into the NDOR's annual Program of Projects. The program of Projects includes name of recipient, project description, total dollar amount of the project, and the federal dollar share for both operating and capital assistance funds.

The completed Program of Projects is submitted to FTA for their review and approval. This approval process must be accomplished before federal Section 5311 money can be expended.

The following major areas of concern are checked in the NDOR review of individual applications:

1. Documented budget figures.
2. Service area.
3. Fare structure.
4. Coordination with other public, private-nonprofit, and private-for-profit transportation organizations.
5. Nonduplication of service.
6. Compliance with all applicable civil rights requirements (signed assurances are required).
7. Compliance with U.S. Department of Transportation regulations concerning nondiscrimination on the basis of handicap. A "Policy of Nondiscrimination on the Basis of Disability" and a "Certification of Special Efforts to Provide Transportation that Disabled Persons can Use" are included in the application documents. They must be completed, signed by the official representative and dated after a public hearing (if needed) that specifically addresses the efforts to meet the transportation needs of

disabled persons.

8. Acceptance of Section 5333(b) Labor Protection Warranty. The acceptance of this Labor Protection Warranty is an attachment to the application and must be completed, signed by the official representative, dated and returned with the completed application. All Section 5333(b) assurances are forwarded to the U.S. Department of Labor as required. (See Exhibit "C")
9. Compliance with FTA charter service regulations (signed certification required).
10. Public involvement through a prescribed public hearing process.

Approval is granted by NDOR upon completion and submission of the application with all necessary information and attachments. The State Assurance is signed by an authorized official of the NDOR and forwarded to FTA along with a request to move the project application into Category A of the Program of Projects which will allow for funds to be expended in the project. After NDOR approval of the application, an agreement between NDOR and the applicant is executed. The approved application is made a part of this agreement. The Program of Projects is also included in the State Transportation Improvement Program (STIP).

I. CAPITAL EQUIPMENT MANAGEMENT

Capital items are funded to provide general public transportation service in a specific area. Should a recipient be unable or unwilling to continue the service the equipment reverts to the department.

Recipients are permitted to reserve vehicles for administrative use under the following guidelines:

1. Federally funded nonrevenue vehicles may be used for occasional travel of administrative staff for trips where mileage would normally have been paid for the use of a personal vehicle. Travel to and from work is prohibited and/or weekend use for other than strictly business purposes is prohibited.
2. Federally funded vehicles are not to be used solely by board members for their travel.
3. All administrative vehicles should be parked at the office after working hours and on weekends.
4. Use of these vehicles must be documented in a log that includes:
 - Name of the user;

- Date;
- Destination;
- Initial odometer reading;
- Ending odometer reading; and
- Trip purpose.

5. Inspection of administrative/service vehicles logs will be a part of NDOR's routine field inspections.

Use of federally funded vehicles for incidental use (meal delivery, etc.) must be documented and the wholly allocated costs associated with that incidental use must be recovered by the Section 5311 provider and not be charged as an operating expense.

NDOR purchases all vehicles according to the department's written procurement procedures and standards in compliance with FTA Circular 4220.1E. Equipment acquisition is based on criteria shown in Section G. NDOR maintains a vehicle inventory, which also includes a detailed description of related equipment such as lifts, restraints, radios, etc. The inventory is kept current through reports and periodic physical inspection. See Exhibit "D".

When other equipment is purchased locally, recipients are required to follow OMB Circular A-110 and FTA grant agreements, FTA Circular 4220.1E, and local law. Transit staff will review recipients' procurement policies for compliance during the field trip inspection.

When vehicles that were purchased under a Section 5309 grant are disposed of, a bill of sale for those vehicles needs to be submitted to NDOR for the project file. If the sale price of a Section 5309 vehicle is \$5,000.00 or more, the federal share of that amount is to be returned to NDOR for future use in the program or to be returned to FTA.

All recipients are required to maintain an equipment file on all items whose original cost was \$5,000 or more. This file will contain inventory records that include, at a minimum, the following information:

- description;
- acquisition date;
- federal participation percentage
- condition
- disposition
 - method
 - selling price
 - date of sale
- serial number
- title
- source of property
- location;

- FTA grant number;
- and cost

The file should also include the Section 5311 Capital Contract Agreements, and a copy of the original purchase order listing equipment cost, delivery date and the federal participation percentage rate. Section 5311 recipients hold vehicle titles. The annual inventory process also accounts for vehicles sold requiring the grantee to include all disposition data relative to vehicle disposal. Annual Certifications are submitted at the beginning of the calendar year. They identify each item, the grant number under which it was funded, the I.D. or Serial Number and the purchase price.

J. MAINTENANCE

As new vehicles are procured, a minimum preventative maintenance plan is developed by Nebraska Department of Roads (NDOR) Transit Unit staff for each type of vehicle. Transit agencies are required to have a documented maintenance plan along with preventative maintenance forms and checklists on file. Requirements in that plan include pre-trip inspections and wheelchair lift inspections and maintenance. See Exhibit "E".

These maintenance plans must be followed and all maintenance performed on the vehicles must be documented. Such documentation must be available for inspection by NDOR or Federal Transit administration staff or their representatives.

Local Grantees are responsible for ensuring that each vehicle is maintained in accordance with vehicle manufacturers' standards and any neglect or misuse of equipment will be the responsibility of the local organization. Thus, local grantees will be financially responsible if the vehicle or other equipment cannot be resold at its fair market value.

Recipients of vehicles under the Section 5310 program are required to submit monthly vehicle usage reports. These reports include vehicle maintenance and vehicle maintenance costs. Vehicle condition is checked during periodic physical inventories (site visits).

Recipients of vehicles under the Section 5311 program report maintenance costs, identified by vehicle, on their monthly billing statements to NDOR. Again, vehicle condition is checked during periodic physical inventories (site visits).

K. USEFUL LIFE OF VEHICLES

The useful life of station wagons, sedans, vans and cut-away-van-chassis type vehicles is considered to be four years or 100,000 miles and the concurrence of NDOR. Buses may be considered to have depleted their useful life when fair market value is less than \$5,000. Fair market value is determined by appraisal from two independent sources. Should casualty loss occur, insurance recovery would determine value. Wheelchair lifts, restraint systems, radios or related types of equipment are normally acquired and installed in a "vehicle package" and

become part of the vehicle value. However, these items may be viewed separately for useful life and reinstalled in other vehicles if appropriate. These items may also be acquired independently. In any case, release from program obligation is evaluated on an individual basis with useful life determined in a reasonable and prudent manner.

L. DISPOSITION AND TRANSFER OF EQUIPMENT

Recipients will be required to dispose of all FTA funded items under the conditions of the FTA grant contracts (49 CFR 18.32). NDOR will permit the transfer of used FTA funded Section 5311 vehicles from one recipient to another. Transfer of vehicles will be in accordance with FTA policy on transferring capital equipment.

Grantees are required to submit a written request for disposal and inspection of the vehicle(s) or equipment they wish to dispose of to the NDOR transit staff. The recipient must receive written authorization before disposing of the vehicle or equipment. If a recipient wishes to dispose of a vehicle before the end of its useful life, NDOR must inspect the vehicle to determine if the useful life of the vehicle(s) or equipment has been reached prematurely, and seek concurrence from the FTA for the disposal.

A recipient may dispose of a vehicle at the end of its useful life in either of two ways:

1. A vehicle may be sold to a third party through a variety of approved processes, including advertised sealed bids, auto auction or the average of two competent appraisals.
2. A vehicle may be sold by the recipient to itself. In this case the implicit price to be paid by the recipient will be the average wholesale value of the vehicle as specified in the most recent National Automobile Dealers Association (NADA) Official Used Car Guide or The Bus Blue Book – Used Bus Values Guide.

If a Section 5310 or Section 5311 funded vehicle is sold to a third party, the recipient may retain the local share percentage contained in the agreement with NDOR (generally 20%) plus \$225. Unless kept for use by the recipient in the provision of transportation, the balance must be paid to the Department within 10 working days.

If a recipient sells a Section 5310 or Section 5311 vehicle to itself, the recipient must pay 80% of the NADA wholesale value to the Department within 10 working days. When the disposition of a Section 5309 funded vehicle results in gross sales proceeds exceeding \$5,000, the federal interest must be returned to FTA.

M. FACILITIES

General:

All facilities purchased or constructed with federal assistance must follow the federal guidelines for procurement in Circular 4220.1 (as amended). A feasibility study must be completed for all facility projects, whether they are funded through the Section 5311 program or the Section 5309 Capital Program.

The feasibility study will evaluate the project's cost effectiveness and its effect on the environment, including noise, water quality, air quality, impacts on wetlands, flooding, navigable waters, endangered species, and ecologically sensitive areas.

All new construction or rehabilitation of an existing structure will meet requirements for local land use planning and zoning, relocation, traffic and parking, energy conservation, consideration of historic properties, and will place an emphasis on safety and security. All facilities must be constructed to meet current ADA accessibility requirements.

Transit Facility Process:

1. Section 5311 subrecipients (system) contact the Nebraska Department of Roads (NDOR) to determine if federal funding is available for transit facility projects.
2. If funding is available, system determines type of facility needed, based on feasibility study in environmental process.
3. Once type of facility needed is determined, system needs to determine whether to build (new building) or rehab (existing building), again based on feasibility study in environmental process.
4. Prior to being able to include a facility project in a Federal Transit Administration (FTA) grant, there is an environmental process including a feasibility study, that needs to be completed. The system must complete that process and receive an environmental clearance (Documented Categorical Exclusion, or DCE) from FTA. Typically during this process, FTA makes a visit to the proposed facility location.
5. While the environmental information is being completed and reviewed, systems can request that NDOR assign a project number and a control number for the facility project. The amount of federal dollars being requested must be included with this request.
6. NDOR will assign the project and control numbers for the facility project and include it in

a Statewide Transportation Improvement Program (STIP) or STIP revision.

7. Once the environmental process has been completed and FTA issues the DCE or other environmental clearance, NDOR can submit a grant to FTA requesting federal funding or an existing grant can be amended to request federal funding for the project. Once the grant or grant amendment has been approved, the system can proceed with the project.
8. System then proceeds with RFP's and bids for A&E services and construction.

Environmental Checklist:

GUIDANCE FOR PREPARING AN ENVIRONMENTAL ANALYSIS

Analysis of criteria to Support a documented Categorical Exclusion (CE)
Finding in accordance with 23 CFR Part 771.117.

DATE _____

GRANT NO. _____

GRANTEE _____

Please include the following information with the Environmental Analysis:

SECTION 1: State the need for and provide a description of the proposed action. This Section can include the Facility Feasibility Study documentation as described in FTA Circulars 9030 and 9300. This Section should also include a description of alternatives to the proposed action.

SECTION 2: Environmental Impacts Analysis Checklist

SECTION 3: List of Agencies and Persons Consulted

SECTION 1:

Please refer to the Feasibility Study guidance described in FTA Circulars 9030 and 9300. Provide a concise history of the proposed project. Please discuss the need for and purpose of the project. In accordance to the Feasibility Study guidance, please briefly discuss the alternatives and their environmental impacts to the proposed project that were studied. (Alternatives that should be discussed include alternative locations and designs; alternatives with different characteristics but that may achieve similar benefits and are preferable from an

environmental standpoint, and the do-nothing alternative.) Describe the scope of the project, including project elements that will mitigate or enhance the project's effect upon the environment. Please provide a map showing land use, zoning, and any structures on the proposed project site and in the immediate vicinity of the site. It is important to describe the transit components of the project proposed for FTA funding and if there are any "non-transit" components to the project, these also need to be described along with their funding sources. Please provide an estimate of the facility's useful life and basis for the estimate. Appraisals are required for any property proposed for donation or purchase. No property commitment or acquisition can occur before the environmental process is complete. The environmental process culminates with a finding by the FTA.

SECTION 2:

Provide a detailed environmental impact analysis and determination of significant impact for each of the areas in the following "Environmental Impact Analysis Checklist." Please note that just one sentence stating there is significant impact or there is no significant impact to the area under consideration, is not sufficient. Provide the basis for the determination of significant impact and properly justify your decision. Consult planners, engineers, ecologists, FEMA, SHPOs, zoning officials, DNR, U.S. Fish and Wildlife Service, and Corps of Engineers as necessary to gain supportive information, and properly document each individual area.

ENVIRONMENTAL IMPACT ANALYSIS CHECKLIST

- A. CONSISTENCY WITH LOCAL PLANS: The comprehensive plan and other specific land use plans for the local area should be briefly described as they pertain and support the proposed project.**

- B. LAND USE AND ZONING: Description of zoning, if applicable. Attach a map or diagram, which identifies the location of the site and the surrounding land use. Provide evidence that the project is compatible with surrounding land uses and zoning issues. This is to identify any sensitive noise receptors such as school, hospital, or residences.**

- C. LAND ACQUISITIONS & RELOCATIONS REQUIRED: Describe land acquisitions and displacements of businesses and dwelling units. Describe the impact on businesses and residences and the relocations required for the project. Provide size of project site in terms of acreage or square footage. The grantee needs to acknowledge that all Federal land acquisition and relocation requirements will be met.**

D. COMMUNITY DISRUPTION and ENVIRONMENTAL JUSTICE:

Describe the impacts to the local community and the effects (positive or negative) of the proposed project. Identify those areas of the community, if any that have been disrupted or displaced or those segments of community that have been isolated. Identify any opposition to the project.

E. NOISE/WATER/AIR QUALITY/HAZARDOUS MATERIALS: Describe

if the project will involve significant noise, water, or air quality impacts and describe the effects of each of these. Provide a basis for this determination and address any increase in noise or water or air quality issues. Also describe what steps have been taken to determine if any hazardous materials exist on the site and how their existence will be mitigated.

F. IMPACTS ON WETLANDS: Describe the project's impact on nearby

wetlands and associated wildlife resulting from both construction and operations of the project and measures to minimize adverse impacts and to avoid any disturbance of wetlands and the water resources supplying them. Provide information on location, type, and extent of wetlands that may be affected by the proposed action. Consult with U.S. Fish and Wildlife Service, Corps of Engineers, or the State Wildlife or Natural Resources agency as needed. A detailed analysis is required if proposed project is located in or near a wetland.

G. FLOODING IMPACTS: Address possible flooding of the proposed project

site and flooding induced by the proposed project site. A detailed analysis is not required if the proposed project is not located within a floodplain and does not involve changes in the existing pattern of water runoff. A determination should be made if the project is located within the 100-year flood plain. Also, state if to your knowledge, if the site has ever flooded.

H. IMPACTS ON NAVIGABLE WATERWAYS & COASTAL ZONES:

Provide detailed analysis if the project affects navigation or is located within or affecting a navigable waterway.

I. **IMPACTS ON ECOLOGICALLY-SENSITIVE AREAS:** Describe woodlands, prairies, marshes, bogs, lakes, streams, scenic areas, landforms, and geological formations, and pristine natural areas, which may be affected by the project. Consult the local department of natural resources to determine whether such an area exists on or near the proposed project site.

J. **IMPACTS ON ENDANGERED SPECIES:** Review the list of threatened and endangered fauna and flora published by the U.S. Department of Interior and consult with the U.S. Fish and Wildlife Service, the National Marine Fisheries Service, or other appropriate agencies.

K. **TRAFFIC AND PARKING IMPACTS:** Describe potential traffic impacts; including, whether the existing roadways have adequate capacity to handle increased bus and other vehicular traffic. Changes to traffic patterns, traffic volumes, and supply of parking should be evaluated for possible negative impacts. The traffic analysis should evaluate impacts on adjacent streets and the impact on the total street system. If parking is being eliminated, an analysis should be conducted to determine the impacts of such an action.

L. **IMPACTS ON ENERGY:** Evaluate the impacts to energy consumption and the possible opportunities to conserve energy. The grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

M. **HISTORIC PROPERTIES AND PARKLANDS:** Evaluate the impacts to historic properties and parklands. Coordinate with the State Historic Preservation Officer (SHPO) and describe any natural, cultural, recreational, historic or other resource that might be located in the vicinity of the proposed project and if the project will have a significant impact on the resources. No further action is required if the SHPO determines the project

will not affect any sites presently included in the National Register. However, if the project does have an impact, a detailed analysis is required to support the project and FTA, in coordination with the SHPO, will make a determination if the project poses a significant risk. The grantee will need to meet the requirements of: 40 U.S.C. 303 (Section 4(f)): Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites and 16 U. S. C. 470f (Section 106): Protection of Historic Properties in accordance with the standards of 36 C.F.R. 800.4(d), and in compliance with 36 C.F.R. 800.11.

- ____ N. **IMPACTS CAUSED BY CONSTRUCTION:** Identify the construction plan and describe impacts due to noise, utility disruption, debris and spoil disposal, air and water quality, safety and security, access and distribution of traffic, erosion, and dust control. Erosion of soil resulting from construction must be addressed and measures identified to eliminate or reduce the off-site transport of sediment.
- ____ O. **VISUAL IMPACTS:** Evaluate the visual impacts of the project on the surrounding community. Identify line of sight impacts, aesthetics, view obstructions, pedestrian movements, and historical impacts.
- ____ P. **IMPACTS ON SAFETY AND SECURITY:** Describe the measures that would be taken to provide for the safe and secure operation of the project after its construction.
- ____ Q. **IMPACTS ON SECONDARY DEVELOPMENT:** Describe the secondary development that may result because of the project.
- ____ R. **FARMLAND CONVERSION:** Provide verification that any farmland conversion resulting from the project does not take property designated as prime farmland.

- S. **PUBLIC NOTIFICATION:** **The public notice should briefly describe the project, describe the location, and include the opportunity for a public hearing. Attach a copy of the public notice(s). Confirm project is included in the State Transportation Improvement Program.**

SECTION 3:

Provide a list of the governmental agencies and the individual consulted during the environmental analysis. Any public information techniques employed should be described in this section. Provide concurrence letters from the Department of Natural Resources, Corps of Engineers, State Historical Preservation Office and any other office as applicable to the project.

Written Procedures for NDOR Oversight of Sub-recipients:

NDOR maintains oversight of its Federal Transit Administration Section 5311 ARRA program grant sub-recipients and their projects to ensure compliance with FTA requirements.

For those projects that have contracts executed by the sub-recipient, NDOR provides to the sub-recipient a federal clause matrix that depicts the required federal clauses and certifications for each type of procurement utilizing Federal Transit Administration funding. For ARRA funded construction projects, effective project management is conducted with these sub-recipients to plan, manage, and implement these projects on time, within budget, and in compliance with all project specifications. This project management may be conducted through in-house and/or consultant resources.

Project files for sub-recipient executed agreements (contracts) –

Does the sub-recipient file contain a written record of procurement history that clearly documents how the recipient has promoted full and open competition and ensured the appropriate use of federal funds?

Does the sub-recipient file also contain:

1. A copy of the bid solicitation and the publisher's affidavit?
2. An independent Cost Estimate (ICE) prepared before receiving bids or proposals?

3. A copy of the selection criteria and the selection committee's rating of proposals?
4. A contract cost/price analysis?
5. Documentation of DBE efforts?
6. Contractor's bond, if required?
7. A negative report from the Excluded Party List website? (Prior to contract award)
8. A determination of contractor responsibility? (Prior to contract award)
9. A signed contract, including contractor signed required clauses and certifications?
10. Change order procedures?
11. Copies of any change orders issued, with documentation as to why a change order was issued?
12. Project schedule?

NDOR conducts periodic site visits to sub-recipient project(s), throughout the period of the project(s), to ensure work on the projects are being conducted in accordance with the executed contracts and are complying with state and federal rules, regulations, and laws, including Buy America, Davis-Bacon, etc..

NDOR provides oversight and assistance in the preparation of project program agreements, approving Notice-to-Proceed orders, concurring in consultant selections, setting and verifying Disadvantaged Business Enterprise goal compliance, concurring with the lowest responsive and responsible bid and/or awarding a construction contract, reviewing and approving construction documentation, and reviewing, verifying, and approving requests for federal reimbursement.

NDOR provides technical assistance to sub-recipient transit agencies in selecting projects, preparing project schedule(s), seeing that they obtain sufficient trained and experienced personnel to adequately manage the project, including selecting consultants and the Responsible in Charge (RC). NDOR also consults in the day-to-day decision making and assist in submitting reimbursement requests for eligible project costs.

Contractor Responsibility:

Determination of Contractor Responsibility

Prior to awarding an FTA funded contract by the Nebraska Department of Roads (NDOR) or by one of its sub-recipients, NDOR will ensure that a written determination of contractor responsibility is prepared and is documented

in the project file(s). The following checklist shall be used to determine contractor responsibility.

Contractor Name: _____

Has contractor previously done business with NDOR? YES / NO (NDOR use only)

If yes, review the project files for any performance issues that arose during the execution of the contract(s). Did the contractor perform the required work in a timely and responsible manner?

YES / NO Comments _____

If no, background checks must be conducted which will include, but not be limited to, checking any references provided, and checking with other entities that the contractor has performed work for to see if any problems were encountered during that work and if the contractor was able to deliver on the contract as required.

References checked? YES / NO Comments _____

Has contractor previously done business with (sub-recipient)? YES / NO (Sub-recipient use only)

If yes, review the project files for any performance issues that arose during the execution of the contract(s). Did the contractor perform the required work in a timely and responsible manner?

YES / NO Comments _____

If no, background checks must be conducted which will include, but not be limited to, checking any references provided, and checking with other entities that the contractor has performed work for to see if any problems were encountered during that work and if the contractor was able to deliver on the contract as required.

References checked? YES / NO Comments _____

Name of entity contacted _____

Any problems encountered? YES / NO Work satisfactory? YES / NO

Comments _____

*Attach any additional comments or documentation as needed to this checklist.

Sample Maintenance Plan and Checklist for Transit Facilities:

The following documents are a model maintenance plan and maintenance checklist for Nebraska Federal Transit Administration (FTA) funded transit facilities and equipment related to those facilities. They are intended to be a guideline for transit programs to use in developing their own customized maintenance plan and checklist for FTA funded transit facilities, whether they are

new, rehabbed, or existing facilities.

With the understanding that one size does not fit all, each public transit program with a new, rehabbed, or existing FTA funded facility must develop a maintenance plan and checklist specifically addressing their facility. These documents should be used as a starting point for a facility maintenance plan and be added to or subtracted from to develop a plan and checklist that meet the needs of individual transit programs.

Copies of all transit facility and equipment maintenance plans and checklists must be submitted to the Nebraska Department of Roads, Rail and Public Transportation Division.

**NEBRASKA
MAINTENANCE PLAN FOR PUBLIC TRANSIT FACILITY AND
EQUIPMENT**

(Name of Transit System)

(Date)

Property Located at:

The goal of the Facility and Equipment Maintenance Plan for _____ is to support safe, reliable, and high quality transit services while making maximum use of financial resources. The purpose of the facility Maintenance Plan is to provide consistent guidance that will enable _____ to properly maintain its facilities and equipment in order to support revenue operations.

Transit Director or Service Manager is to perform a monthly walk around to visually inspect the general appearance and condition of the facility in each location. This walk around is to inspect exterior lights, windows, doors, water faucets, and concrete for maintenance needs. In the absence of the Executive Director/Board Chair, the Service Manager or the Transit Director are authorized to schedule emergency repairs or minor, inexpensive repairs. Structural repairs or repairs beyond the scope of the _____ staff must be authorized by the Executive Director/Board Chair.

The overhead doors, including springs, hinges, and/or lift cables, will be inspected annually.

Springs, hinges, and/or lift cables will be lightly oiled as needed with 30 wt. oil.

The paved surfaces and building foundation will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks and other potential problems. The inspection will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age and other factors.

The building will be inspected for any structural damage. Painted surfaces will also be inspected and touched up / repainted as needed.

Transit Director or Service Manager will inspect the roof at least twice a year. Timing of the inspection is to be flexible to allow for a possible inspection after particularly high winds, hard rain, or a severe snow storm. This will require a visual inspection of the roof and all seams, rain gutters, and all sealant around any roof opening.

Transit Director or Service Manager will perform an inspection of the interior on a quarterly basis. This quarterly inspection will check the walls and ceiling for any discoloration that may indicate leaks. Windows will be checked for any cracks or separations that could cause air or water leakage. Walls will be inspected for any finish or structural concerns. All door locks will be inspected. Transit Manager is authorized to call for emergency repairs in the absence of the Executive Director/Board Chair.

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations.

Heating and/or air conditioning units will be inspected annually. Filters will be cleaned or replaced as required by the manufacturer's guidelines. Manufacturer's guidelines will be followed for all other maintenance of the units.

Transit Director or Service Manager will inspect plumbing and electrical on a quarterly basis. All plumbing is to be inspected and checked for any leaks, plugged drains or toilets. All electrical panels will be checked for proper securement. All switches and receptacles will be inspected to assure they are in good repair. Inspect all ground fault interrupters.

Transit Director will inspect all interior and/or exterior security lighting monthly. Security lighting is that that remains on all night with no internal switches. Transit Director and Service Manager will inspect security lighting in the shop and storage areas.

Maintenance requirements for bus washing systems, any mechanical systems installed as part of the transit facility construction, and any other major components of the transit facility will be developed by the contractor as these components are constructed or installed in the facility. Those maintenance requirements will be included in the overall maintenance plan for the facility. Maintenance checklists will be developed by the facility contractor and will be included in the overall maintenance plan for the facility.

The property owner, in order to maintain the integrity of the building, components and/or paved surfaces, will maintain a copy of this Maintenance Plan, as well as a written checklist showing dates of inspection and any corrective actions taken, on-site and make them available to all interested parties for viewing.

The following Facility Maintenance Checklist may be obtained by request from the NDOR Transit Unit.

FACILITY MAINTENANCE CHECKLIST

LOCATION

DATE

	Acceptable	Unacceptable	Remarks
FACILITY EXTERIOR			
General			
1. Overall appearance			
2. Concrete Drive and parking lots			
3. Concrete sidewalks, steps, and landings			
4. Sign, damaged? Visible?			
5. Trees and other plantings, trimmed? Alive?			
6. Lawn, mowed? Trimmed? Bare spots? Weeds?			
Roof			
1. Visible problems? Loose panels? Sagging gutters?			
2. Recent high winds? Heavy snow? Hard rains?			
3. Heat tape working? Breakers functioning properly?			
Doors and Windows			
1. Are all doors operating safely? Securely?			
2. Any broken windows?			
3. Are all door locks working properly?			
4. Are the automatic openers working properly?			
Lighting			
1. Are all exterior lights and power receptacles working properly?			
2. Are the sign and flag lights working properly?			
Notes			

FACILITY MAINTENANCE CHECKLIST			
LOCATION	<input type="text"/>	DATE	<input type="text"/>
	Acceptable	Unacceptable	Remarks
FACILITY INTERIOR			
General			
1. Carpets, need cleaning? Repair?			
2. Tile floors, need cleaning? Repair?			
3. Windows, dirty?, cracked?, air leakage?			
4. Walls, damage? stains?, paint touchup?			
5. Ceiling tiles?, missing, water stained?			
Doors and Windows			
1. Doors opening and closing properly?			
2. Latches and panic bars working properly?			
3. Door locks functional?			
Electrical			
1. Are all lights working? Bulbs burnt out?			
2. Are light switches operating properly?			
3. Do the diffusers need cleaning?			
4. Are GFI outlets operating properly?			
5. Are all other outlets working properly? Burnt or flash marks?			
6. Are nighttime security lights working properly?			
Plumbing			
1. All laboratory faucets working correctly? Leaking? Broken?			
2. All kitchen faucets working properly? Leaking? Broken			
3. All-sinks draining properly?			
4. Any leaks under the sinks?			
5. All toilets working properly? Flushing properly? Shutting off?			

N. PROCUREMENT

All vehicle capital purchase procedures will be performed by or under the direction of NDOR and the Nebraska Department of Administrative Services. These procedures include development of specifications, receipt of bids, issuance of purchase orders, acceptance of equipment and payment to contractors. Specifications are updated annually to include the latest technology on the market. State contracts are established for the production year, thereby gaining the cost advantage of "fleet purchasing". All procurements shall be governed by applicable state statutes and the Nebraska Department of Administrative Services published guidelines, "Nebraska Procurement Manual for Agencies". The NDOR shall comply with the statutory and regulatory requirements described in UMTA Circular 4220.1D, "Third Party Contracting Guidelines".

Bid specifications include Pre-Award and Post-Delivery and Buy America certifications that are a required part of the bidder's proposal. Documentation at time of vehicle delivery must include the vehicle final assembly location and a component analysis that includes a cost breakdown to determine compliance with Buy America provisions.

NDOR has a secondary role in any bid grievances or protests. All contracts for vehicle purchases are established by the Materiel Division Administrator (Director of State Purchasing), Department of Administrative Services, and the following is included in the general provisions section of those contracts.

Grievances and Protests:

Administrative procedures for filing grievances/protests, by a vendor, relating to the contract award are as follows:

1. All grievances/protests are to be expressed in writing by any bidder on a given letting to the Materiel Division Administrator (Director of State Purchasing), Department of Administrative Services, P.O. Box 94847, Lincoln, Nebraska 68509. The letter should state the bid number and specific issues that are to be addressed, and must be delivered within ten (10) days of the bid opening.
2. A response will be made by the Materiel Division Administrator (Director of State Purchasing).
- 3.* If the response for the Materiel Division Administrator (Director of State Purchasing) has not satisfied the grievance of the vendor, a protest letter is to be sent to the Director of the Department of Administrative Services, Room 1315, State Capitol, P.O. Box 94664, Lincoln, Nebraska 68509-4664.

4. A meeting will be scheduled with the vendor, the ordering agency (optional), the Materiel Division Administrator (Director of State Purchasing) and the Director of the Department of Administrative Services to discuss the issues.
5. A written notification of the final decision by the Director of the Department of Administrative Services will be sent to the vendor.
- * Step 3 may be eliminated if the vendor opts to grieve simultaneously to both the Materiel Division Administrator (Director of State Purchasing) and the Director of the Department of Administrative Services.

If the vendor protesting the award of contract does not agree with the final decision in the administrative process, the vendor may then protest to the Federal Transit Administration (FTA) in accordance with FTA Circular 4220.1B.

NDOR will consider the requirements of the Americans with Disabilities Act (ADA) on all procurements.

NDOR determines a Section 5311 recipient's fiscal capacity by requiring financial data as part of the application. Financial record keeping and reporting requirements are defined in the "Accounting Instruction Manual for Public Transportation Operating Assistance" published by NDOR. A pre-award audit is performed before Section 5311 recipients receive the first vehicle.

O. LOCAL COORDINATION AND PUBLIC INPUT (includes Section 5310)

At the local level, coordination with the social service organizations and/or transportation providers is accomplished by applicants notifying these entities of the proposed public transportation project. Section 5311 applicants are requested to specifically ask these entities if they wish to participate in the transportation services for their clients or to make a proposal to provide a part or all of the service. The entity, type of contact and result of the contact (e.g., purchase of service or provision of service) is listed in the application and a copy of all contracts and/or agreements are made a part of the application.

After the initial notification, this requirement may be waived in ensuing years if the project is a continuing project with no substantial change in type or area of service.

Applicants must hold a public hearing to insure local and regional input and review of the application. The public notice of the hearing must be published in a newspaper having general circulation in the vicinity of the proposed project. Notices must be published two times; one from 14 to 21 days prior to the hearing but not less than 14 days. The second needs to be 5 to 12 days before the hearing but not less than 5 days.

A written transcript of the oral presentation of the hearing shall be made and be attached to the

application along with copies of exhibits and written statements.

The public hearing requirement may be waived if the project is a continuing project for operating assistance with no substantial change in type of area of service and for which an opportunity for public input had initially been offered. A public hearing is always required for applicants requesting capital assistance.

Applicants with a service area that includes Lincoln or Omaha must coordinate their proposed project through the local planning agency. Applicants should contact the planning agency about project intent early in the application process so that evaluation and recommendation for approval is obtained in a timely manner. Proposed project coordination in other regions of Nebraska is as each region has requested. NDOR advises applicants of the regional review requirements in the application packet. A continuing project's coordination efforts are accomplished to the degree each region deems appropriate. Some prefer an annual project review. In these regions, Section 5311 applicants must submit a copy of their application to the appropriate office for the formal review process at the same time they submit them to NDOR for approval. Other regions regard their own internal communication networks and NDOR's public hearing procedures for new starts and capital projects to be adequate. NDOR advises each applicant if annual regional coordination is required in their service area.

P. DISABLED PERSONS INPUT (Section 504 / ADA)

Special efforts to meet the transportation needs of disabled persons are confirmed through an ongoing process.

To insure input from disabled persons in their service area, applicants must hold a public hearing concerning nondiscrimination on the basis of handicap. In addition, a letter containing hearing information shall be sent to all known disabled individuals and to groups representing them in the service area.

Public hearing documentation, copies of written responses from disabled persons or representing groups, and a status report shall be attached to the application. For continuing projects, an updated status report shall be attached to the application every three years at a minimum. A public hearing may be required again if there are significant changes in service. Procedures necessary to conduct the hearing and to prepare status reports are outlined in the "Tutorial" posted on the NDOR Rail and Public Transportation Division website..

Q. CIVIL RIGHTS

Title VI - Applicants are required to complete and return, with their application, the standard Local Civil Rights Assurances. These assurances are retained in the project file at NDOR. Recipients are monitored for civil rights compliance during project review. Review of the MPO

planning function for Title VI compliance is required annually.

EEO - Applicants are required to complete, as part of their standard certifications and assurances, the Nondiscrimination Assurance. The applicant assures that it will comply with FTA guidelines and other applicable directives.

DBE - To comply with program requirements, NDOR certified Disadvantaged Business Enterprise(s) must be given equal opportunity to provide any service used by the recipient.

Goal Setting process:

The DBE goal is set for a three year period. The current goal expires on September 30, 2014. An updated DBE program submission should be forwarded to the FTA by August 1, 2014.

NDOR will conduct a consultative process that provides an opportunity for minority, women's, general contractor groups, community organizations, and other officials or organizations to provide input concerning availability of businesses, both disadvantaged and non-disadvantaged, into the establishment of DBE goals. This will be accomplished by a combination of a public meeting(s) and direct mail/e-mail contact with the above listed groups.

The goal setting process begins with the public consultative process and then with an analysis of the applications for Section 5311 operating assistance and capital construction. The applications are reviewed for DBE contracting opportunities. The dollar amount of contracting opportunities in the appropriate classification of work categories are totaled.

Using the NDOR Approved Bidders list, the number of ready, willing and able DBE firms and the total number of ready, willing and able firms in each classification of work are compiled.

Using a CD supplied by FTA, "DBE Goal-Setting Methodology Application", the dollar values and the number of firms (DBE and total) are inserted and the goal is calculated.

R. PARTICIPATION BY PRIVATE PROVIDERS

NDOR has been responsible for administering rural public transportation since 1979 and has consistently encouraged the coordination and cooperation of transportation services in the state. When developing transportation plans and programs, applicants for FTA assistance have been required to consider comments and proposals from interested private enterprise providers. NDOR supports private sector participation when the efforts result in more efficient use of equipment and quality of service is maintained or improved.

NDOR policy is to provide financial assistance to those applicants where existing public transportation service is not available or is insufficient. As part of the application process, each applicant must demonstrate that they have fairly considered the ability of private enterprise to

provide the desired service. This consideration should include economies that may result from private providers performing all or any part of the service while maintaining or enhancing the quality of service of the project.

NDOR and local applicants will be actively involved in promoting private enterprise participation. This includes the early identification, notification and consultation with private providers in the development of public transportation programs. The local applicant shall determine if any private providers are interested in providing the service and if they can do so within established performance standards. NDOR and the local applicant will be involved in assessing any procurement proposals for the transportation project.

These steps will be followed by NDOR to insure maximum participation by private enterprise transit companies in the provision of public transportation.

1. An inventory of all private providers in the State is maintained on the Nebraska Public Service Commission website. This includes all bus, van, taxi and limousine services with authority to operate in Nebraska and the service areas for those authorities.
2. NDOR will advise all applicants that private providers in their service area can be found on the Nebraska Public Service Commission website, and through the project application, monitor whether the private sector has been provided adequate opportunity to participate in the project.
3. NDOR will provide technical assistance to applicants wishing to develop a plan that includes the provision of service by a private provider. This could include development of requests for proposals, analysis of proposals received, evaluation of proposed service alternatives and development of service programs and contracts. Private providers, including taxicab companies contracting with subrecipients, must sign the same certifications and assurances the subrecipients are required to sign as part of their application for funding.
4. If a dispute or conflict arises between the applicant and a private provider, the protestor must send a letter to NDOR, Attention: Rail and Public Transportation Engineer, P.O. Box 94759, 1500 Hwy 2, Lincoln NE 68509, giving specific details and supporting data regarding the concern. A copy of this letter shall also be sent to the applicant. After receipt of the letter, NDOR will evaluate the concern and inform the protestor and applicant of its decision; or if necessary, require additional information and/or detail additional steps that would be necessary in order to resolve the issue. If necessary, NDOR will arrange a meeting between NDOR, the protestor and the applicant to discuss the concern and possible solutions. All proceedings regarding this matter will be informal. Recommended actions regarding the concern will be made by NDOR, and all parties will be notified.

Parties to a dispute, dissatisfied with the NDOR decision shall have 30 days to appeal that decision. The appeal shall be made by submitting DR Form 182, "APPEAL OF DEPARTMENT OF ROADS PUBLIC/PRIVATE TRANSPORTATION DECISION" with documentation or reasons that the decision is in error to: Nebraska Department of Roads, Rail and Public Transportation Division, P.O. Box 94759, Lincoln, Nebraska 68509-4759. NDOR must, within 10 working days of the receipt of DR Form 182, file a response which documents the facts and consideration on which the decision was based.

A determination will be made by a designated Department of Roads Deputy-Director, based upon the documentation submitted by the appealing party and the response of the Department of Roads. The designated Deputy-Director shall not be involved in the public transportation decision-making process.

The local applicant will take the following actions as part of the project application to insure that the private sector has adequate opportunity to participate in the project.

1. Certified letters must be sent to all private providers in the service area to inform them of the existing and/or intended service to be provided. The procedures established to resolve disputes or conflicts arising out of the project application are included in this letter. The private provider is invited to comment on their ability and desire to provide all or part of the service. The private provider is also advised of the date and location of the public hearing and invited to provide oral or written comments at the hearing.
2. The local applicant must conduct a public hearing as prescribed in Section J. Public hearing documentation shall become a part of the application.
3. Items 1 and 2 may be waived if the project is a continuing project for operating assistance only. However, if a new private provider begins service in the area or if there is a change of ownership of a currently operating service, certified letters must be sent.
4. The applicant shall provide NDOR with copies of any letters and proposals received and accounts of any meetings or conversations they may have had with private providers concerning the project.
5. The local applicant, where applicable, shall develop a procedure for making public/private service decisions.
6. The local applicant, in cooperation with NDOR, will develop a methodology for making true cost comparisons when there are two or more operators interested in providing the service.

If it has been determined that at least one private provider is available and able to provide the service within performance standards, procurement procedures should be undertaken. Local

applicants may develop their own procurement procedures in accordance with local, state and federal regulations. NDOR will provide technical assistance to the applicant if requested and will review and approve any procurement procedure before federal financial assistance is given.

S. LOBBYING

Subrecipients that submit, or intend to submit, an application for Federal assistance exceeding \$100,000 must provide the following certification.

- A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) if any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the form's instructions, which may be amended to omit such information as permitted by 31 U.S.C. 1352.
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

T. CHARTER RULE

Charter service shall not be provided by Section 5311 recipients if there is a private sector operator that is willing and able to provide that service. Public transportation services provided under this program, either within or by occasional trips outside the service area, shall comply with Part 604-Charter Service, Title 49, Code of Federal Regulations. Detailed information and instructions concerning charter service regulations and program requirements shall be supplied to all first-time applicants. Certification of compliance by each recipient shall be retained in NDOR records. Activities of each recipient will be monitored to maintain compliance awareness. Section 5311 and Section 5310 providers may use their vehicles to provide charter service (49CFR 605) subject to the following:

1. Charters will not be permitted if a private provider is available to furnish the transportation in the service area of the proposed charter. (See steps 1 and 2 under Section M. - PARTICIPATION BY PRIVATE PROVIDERS)
2. Charters will not be permitted if the charter service will interfere with the providers normal service operation.
3. Charter service operations are not a reimbursable expense.

U. SCHOOL TRANSPORTATION AGREEMENT

Subrecipients seeking FTA assistance to acquire or operate transportation facilities and equipment acquired with Federal assistance authorized by 49 U.S.C. chapter 53 must agree as follows.

- A. As required by 49 U.S.C. (5323(f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the Applicant agrees that it and all its recipients will: (1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(f), and implementing regulations and (2) comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. awarded by FTA for transportation projects.
- B. The Applicant understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, the definitions of 49 CFR part 605 apply to this school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

V. DRUG AND ALCOHOL TESTING PROGRAM / DRUG FREE WORK PLACE

Section 5311 recipients are required to have a written substance abuse policy for dissemination to all covered employees. The policy must include all FTA required elements (49 CFR Part 655 and Part 40) and must be passed by the local governing board. A copy must be submitted to NDOR. Section 5311 recipients are subject to performance audits by NDOR staff and must make documentation available to NDOR staff on request.

W. STATE COORDINATION AND TECHNICAL ASSISTANCE

Coordination of the non-urbanized transportation services funded through state agencies is accomplished by means of the Governor's Transportation Access Working Group. This committee emphasizes coordination and efficient use of all funding programs available for

transportation services. Agencies represented on the committee include the following:

- Governor's Policy Research and Energy Office
- Public Service Commission
- Office on Aging (Health and Human Services)
- Social Services (Health and human Services)
- Health (Health and Human Services)
- Department of Education
- Department of Labor
- Department of Roads
- Association of Nebraska Community Action Agencies
- Disability Advocacy Organization
- Nebraska Association of Transportation Providers

The Nebraska Association of Transportation Providers (NATP) was incorporated in 1986 by local transportation service providers. The purpose of this nonprofit organization is:

“To promote and support effective, efficient public transportation, to take any actions legal and proper throughout Nebraska, and to especially promote and support accessible and acceptable public transportation, particularly for the aged, disabled, and others who are without available and affordable transportation to necessary employment, medical, business, social, and supporting services for maintaining their independence, dignity, and self-sufficiency.”

NDOR and NATP coordinate efforts toward the accomplishment of common goals.

Distribution of information on new programs, revisions in existing programs, new publications, transportation legislation and equipment is accomplished by the publication of a newsletter and by direct mailings. Personnel of the Transit Section of NDOR attend public meetings and workshops to provide information on programs and funding sources concerning public transportation. Transit workshops are conducted to provide a forum for the exchange of ideas and for presentation of new programs and information. These activities are coordinated with Rural Transit Assistance Program activities described in Section X.

Technical assistance is provided to entities establishing a new public transportation service. The assistance consists of, but is not limited to, designing and conducting transit needs surveys, planning transit programs, conducting public hearings and completing other planning elements, which are necessary to justify capital and/or operating assistance grants. Technical assistance is also given to established systems to assist in service evaluations and administrative procedures.

X. SECTION 5311(f) INTERCITY BUS

Intercity bus service is defined as scheduled, fixed route services connecting two or more urban

areas not in close proximity, with limited stops in the urban areas. It also must have the capacity for carrying passenger's baggage and connecting with scheduled services to more distant points. It does not have to be provided by a private intercity carrier, or use intercity-type buses. The "coordination of rural connections between small transit operations and intercity bus carriers" may include the provision of service which acts as a feeder to intercity bus service. Projects funded under this section should service rural intercity passengers.

Under Section 5311 (f), which was authorized by ISTEA, NDOR is required to spend a portion of the Section 5311 apportionment "to carry out a program for the development and support of intercity bus transportation". The percentage required by the statute is not less than 15 percent. The distribution of Intercity funds will tentatively be as shown in the "Nebraska Intercity Bus Study/Plan Development" final report June 11, 1993 prepared for NDOR by Ecosometrics, Inc. This requirement is effective unless the Governor certifies that "the intercity bus service needs of the state are being adequately met" and then the Section 5311(f) funding can be utilized for other rural public transportation needs. NDOR consults annually with intercity transportation providers to determine the states' intercity bus needs.

One objective of the funding for intercity bus service under Section 5311 is to support the connection between nonurbanized areas and the larger regional or national system of intercity bus service. Another objective is to support services to meet the intercity travel needs of residents in nonurbanized areas. A third objective is to support the infrastructure of the intercity bus network through planning and marketing assistance and capital investment in facilities.

In no case shall federal operating assistance exceed 50 percent of the net operating deficit of an individual system nor shall capital assistance exceed 80 percent of the net cost nor shall project administration exceed 80 percent of the net project deficit. The Nebraska Legislature, in 1993, passed legislation that establishes an intercity bus system assistance program to provide limited state assistance for the operation of intercity bus systems. The state assistance will be the match for the federal funds. In 1996, the Legislature amended this assistance program to include the purchase of vehicles as being eligible for state assistance. NDOR may contract for an intercity bus system with either a publicly-owned provider or a provider owned by a qualified public-purpose organization.

In assessing the statewide intercity needs, Ecosometrics, Inc. did a study for NDOR. The consultant and NDOR were assisted by input and direction from an advisory committee consisting of representatives from: a number of state agencies, private intercity carriers, taxi operators, and local public transportation operators. The committee identified three key points. (1) Private for-profit-service will not be able to provide service without assistance. (2) A network of connections is needed to allow small town and rural residents to reach larger regional centers to obtain services and products no longer available locally. (3) Funding is likely to be limited, and there is a need to target resources to meet identified needs. Existing services provided by both the local transit operators in rural areas and the private intercity carriers should be included in the program. Three public hearings were held in Norfolk, North Platte, and

Chadron. The preliminary findings were presented, and input solicited at these meetings. Public hearings were also held on the final report "Nebraska Intercity Bus Study/Plan Development" prepared by Ecosometrics.

The operators of intercity bus routes (excluding operator's that also receive funding under Section 5311) in interstate and/or intrastate service are required to obtain an operating certification from the state regulatory agency (Public Service Commission).

Nebraska's Intercity Bus Consultation Process:

(1) Identification of Intercity Bus Providers in the State

Based on records at the NDOR and the Nebraska Public Service Commission, the following are authorized intercity bus providers in the state of Nebraska.

<u>NAME</u>	<u>LOCATION</u>	<u>PHONE</u>
Arrow Stage Lines	Norfolk, NE	800-672-8302
Denver Coach	Scottsbluff, NE	800-658-3125
Black Hill Stage Lines	Norfolk, NE	800-672-8302
Eppley Express	Kearney, NE	800-888-9793
Burlington Trailways	Omaha, NE	800-992-4618
K & S Express	Norfolk, NE	800-425-2016
Dashabout Shuttle	Akron, CO	800-659-3978
Blue Rivers Transportation	Beatrice, NE	800-659-3978
OMALINK	Lincoln, NE	402-475-5465

In addition to those listed above, all recipients of FTA Section 5311 funding are eligible to provide intercity bus service in Nebraska and are exempt from certification by the Nebraska Public Service Commission.

(2) As part of the consultation process, NDOR will meet annually with interested current and possible future intercity bus service providers at the Nebraska Association of Transportation Providers annual conference. The meeting time will be included in the advance agenda provided to association members, and advance written notice of the meeting time at the conference will be provided to non-members.

Individual intercity bus providers will be met with periodically to discuss the adequacy of the intercity bus transportation in Nebraska.

(3) Authorized intercity bus transportation providers will have an opportunity to make proposals for intercity bus routes in addition to those already funded under the FTA Section 5311 (f) and the Nebraska Public Transportation Act.

Constitutional and statutory restrictions prevent the state from contracting with private carriers. All projects must be in the form of grants to local governments. Any private carriers proposing additional intercity routes must identify a local government partner and the source of local matching funds to be considered for inclusion in the federal intercity bus program.

(4) A determination as to whether Nebraska's intercity bus needs are being adequately met will be documented after completion annually of the above consultation process.

Y. RURAL TRANSIT ASSISTANCE PROGRAM MANAGEMENT

The NDOR administers Nebraska's Rural Technical Assistance Program (RTAP). The RTAP funds are a separate allocation. These funds are partially allocated to the Nebraska Association of Transportation Providers (NATP) to fund their annual budget. That budget is reviewed and approved by NDOR. The remaining RTAP funds are used by NDOR for training, technical assistance, research, and scholarships that are awarded to local transportation providers to attend state, regional, or national transit workshops. Awareness of RTAP is accomplished through the Public Transportation Coordination Committee, a transit newsletter, workshops, and a coordination of efforts with the NATP.

An annual Program of Projects is prepared which describes in detail the proposed expenditure of available RTAP funds for research, technical assistance, training and/or related support services. The following defines training and technical assistance expenses eligible for reimbursement under Nebraska's RTAP.

Eligible Programs. Training courses, workshops, seminars, etc. that are sponsored by or approved by NDOR

Eligible Participants. Both Section 5311 recipients and private-nonprofit organizations in rural areas that qualify for Section 5310 capital project funds are eligible. Employees such as drivers, dispatchers, bookkeepers, managers or others directly involved with public transportation may incur eligible costs. Elected officials, commissioners, supervisors, executive board or council members and chairpersons are not eligible participants.

Eligible Costs. Registration fees, tuition and classroom or other course materials are eligible for reimbursement. Expenses incurred as a result of this training will be reimbursed according to the following:

Travel: Round trip mileage by private vehicle paid at the current rate used by the Department during the period expenses were incurred. Other ground transportation and commercial air (less than first class accommodations) paid at actual costs with a receipt required.

Lodging: Paid at actual cost with a receipt required.

Meals: Allowed when training requires an overnight stay. Expense per meal is paid at actual cost, not to exceed the federal per diem. Detailed meal receipts are required. Out-of-state meals expense shall be as approved prior to participant's attendance.

Travel, lodging and meals expense rates shall be consistent with NDOR policy, and will change as NDOR policy changes.

Salary: Regular wages of frontline public transit employees (e.g. drivers and dispatchers) may be eligible for reimbursement. Check with NDOR.

Required Approval. For events sponsored by NDOR, registration shall confirm approval. For all other events, a written request detailing the training or technical assistance being provided, the cost of the program and estimated travel, lodging and meal costs must be submitted. A copy of the program agenda shall also be attached. NDOR will provide written approval prior to attendance by the participant.

In addition, RTAP money may be expended for consultant fees, NDOR staff and related costs for technical assistance and training such as is described below.

1. To develop specifications for transit vehicles and equipment and to handle procurement and acceptance inspection on such equipment for all Section 5311 and 5310 recipients.
2. To publish a newsletter to provide program and technical information.
3. To furnish resource personnel at meetings and workshops for providing information about programs and activities.
4. To conduct an annual workshop for transit system employees for interaction of ideas and training sessions.
5. To provide Passenger Assistance Technique training for drivers and other transit personnel.
6. To support the peer-to-peer network activities of the Nebraska Association of Transportation Providers.
7. To assist rural transit providers by all reasonable methods to meet RTAP objectives.

Z. SECTION 5310 PROGRAM MANAGEMENT (some 5310 program guidance is included in other sections)

In August of 1974, the NDOR was designated the administrative agency for the Section 5310 (at

that time 16b2) program.

The Section 5310 program is designed to supplement FTA's other capital assistance programs by funding transportation projects for seniors and individuals with disabilities in all areas - urbanized, small urban and rural. NDOR has responsibility for the program in rural areas of the state.

FTA guidelines allow both private-nonprofit corporations and public bodies as eligible applicants. However, as permitted by FTA guidelines, Nebraska policy allows only private-nonprofit entities incorporated as such and registered as an active corporation with the Nebraska Secretary of State as eligible applicants. Current, active agencies already having Section 5310 vehicles in service that have not returned annual vehicle inventory forms as required from the previous year or who have not submitted monthly vehicle usage reports as required are not eligible for funding consideration.

Section 5310 funding is only for capital expenses not to exceed 80 percent of the net cost. The remaining percentage must be provided in cash by the local organization from nonfederal sources and/or private contributions.

Up to \$25,000 or 10 percent of Nebraska's total fiscal year Section 5310 allocation, whichever is greater, may be used for program administration costs. NDOR is responsible for:

1. Notifying eligible local entities of the availability of the program. Information letters on the Section 5310 program are sent to all intermediate care facilities, Native American organizations, mental retardation agencies, NAACP, Councils of Government, Area Agencies on Aging, and Community Action Agencies.
2. Developing project selection criteria, determining applicant eligibility and selecting projects for funding.
3. Working with the local areas to develop their transit programs and applications.
4. Submitting a Program of Projects to FTA.
5. Including Program of Projects on STIP.
6. Developing specifications to acquire equipment using SMP Section I guidelines and input from the applicant's transportation management.
7. Maintaining an equipment inventory and evaluating project results.
8. Ensuring compliance with federal program requirements from project initiation through audit and closeout.

Each applicant in rural areas of the state must apply directly to NDOR for project consideration. Each applicant in urbanized areas must apply through the appropriate urban area planning agency (see no. 3). To the extent feasible, they must coordinate the planning and operation of their transportation system with interested agencies and transit operators. To protect the interest of existing public and private transit and paratransit operators, each applicant must:

1. Notify by certified mail, each public and private transit and paratransit operator in the service area describing the proposed services the organization plans to provide and requesting comment from each operator. Copies of all letters, certified mail receipts and responses must accompany the application. A list of providers will be supplied by NDOR with the application forms.
2. Issue a public notice (newspaper) describing the services it intends to offer to meet the special needs of seniors and individuals with disabilities in the service area. The notice should invite any interested public or private transit or paratransit operator within the service area to comment on the proposed services by sending a written notice to NDOR and to the local applicant within 30 days. In providing this public notice, the applicant shall make a good faith effort to notify all public and private agencies and operators which he believes might be interested in commenting on their proposed service. A copy of the public notice and the comments received must be included in the application.

Should a dispute or conflict involving private enterprise be identified through the coordination process, procedures in SMP Section M will be used to resolve the problem. The application will not be approved until the dispute is resolved.

In addition to coordination for the protection of existing operators, applicants must meet other conditions to allow capital assistance. Capital assistance includes the purchase of conventional paratransit vehicles, mobile radios, wheelchair lifts and other related equipment and facilities.

Vehicles acquired under the Section 5310 program may be used only as follows:

1. APPLICANT ORGANIZATION. As described in its application.
2. SHARED USE OF VEHICLES. As long as the grant related purposes of Section 5310 funded vehicles are being met, such vehicles shall be available to provide transportation service to other seniors and individuals with disabilities. These vehicles may also serve the transportation needs of the general public on an incidental basis if such service does not interfere with transportation service designed to meet the special needs of elderly persons and persons with disabilities.
3. MEAL DELIVERY. Transit service providers receiving assistance under this section may coordinate and assist in providing meal delivery services for homebound persons on

a regular basis if the meal delivery services do not conflict with the provision of transit services or result in a reduction of service to transit passengers. The number and size of vehicles applied for under Section 5310 must be determined only by the number of passengers to be transported, not meal delivery capacity. Section 5310 funds may not be used to purchase specialized equipment such as racks or heating or refrigeration units related to meal delivery. Mileage for incidental use needs to be reported on the monthly motor vehicle usage report so NDOR can determine when the useful life of the vehicle has been met (100,000 miles + incidental miles).

4. LEASING VEHICLES ACQUIRED WITH SECTION 5310 FUNDS. Vehicles acquired under the Section 5310 program may be leased to other entitled transportation service providers such as local public bodies or agencies, other private nonprofit agencies, or private for-profit operators. Under such a lease, the lessee operates the vehicles on behalf of the Section 5310 recipient and provides transportation to the recipient's clientele as described in the grant application.

The lease between the Section 5310 recipient and the lessee contains the terms and conditions that must be met in providing transportation service to elderly persons and persons with disabilities. Because the purpose of the Section 5310 grant is to provide transportation service to elderly persons and persons with disabilities, other uses of the vehicle are permitted only as long as such uses do not interfere with service to these individuals.

The state, being responsible for ensuring that the terms and conditions of the original grant are being met, must agree, in writing, to the lease between the Section 5310 grant recipient and the lessee. Such an agreement should specify that the leased vehicle shall be used to provide transportation service to elderly persons and person with disabilities, that the vehicle may be used for incidental purposes only after the needs of these individuals have been met, that the lease entered into is in writing, and that the Section 5310 recipient must retain title to the vehicle.

5. CONTROL AND RESPONSIBILITY. When Section 5310 funded vehicles or other equipment are operated by an agent other than the agency in the grant application, control and responsibility for the operation of the vehicles or other equipment must remain with the organization that was the original recipient unless transfer of the control and responsibility is to another eligible agency that has been authorized by the designated state agency.
6. TITLE OF VEHICLES. The Section 5310 local recipient shall hold title, although in certain cases, it may be beneficial for recipients of Section 5310 vehicles to co-title vehicles with other state or local governmental entities in order to take advantage of blanket insurance rates or to participate in bulk purchases of fuel, maintenance and

supplies.

7. REQUIREMENTS UNDER ADA. NDOR will provide information to Section 5310 transportation providers explaining requirements under the Americans With Disabilities Acts pertaining to personal attendants, service animals, oxygen tanks, etc.. NDOR will require current Section 5310 providers to have written policies pertaining to these requirements.

Section 5310 providers must also have written grievance procedures that deal with procedures for clients and for employees. Drivers must be aware of these procedures and be able to direct clients to the proper authority to begin the grievance process.

Submitted applications shall be reviewed with the following major areas of concern checked for compliance and assurances.

1. Project justification.
2. Service area and nonduplication of service.
3. Coordination with other public, private-nonprofit, and private-for-profit transit operations.
4. Compliance with Title VI of the Civil Rights Act of 1964 (signed assurance required).
5. Compliance with U.S. Department of Transportation regulations concerning nondiscrimination on the basis of handicap (signed assurance required).
6. Fiscal and managerial capability (signed certification required).
7. Verification of applicant's status and that their corporate procedures have been followed.
8. Vehicle and related equipment will be properly maintained.

An evaluation criteria based in part on these major review concerns is used if there are more project applications than available funding. Each of six categories of concern is assigned a factor as follows:

<u>Category</u>	<u>Factor</u>
- Extent and urgency of local needs	6
- Availability of existing transportation services	5

- Degree of coordination among local organizations and existing transit operators 3
- Vehicle utilization 3
- Financial and management capabilities 2
- Thoroughness of operating plan 1

Each category is rated with the values of 3 = excellent; 2 = good; 1 = adequate; and 0 = poor. The category rating is then multiplied by the assigned category factor for a score. Each application is ranked numerically by the total of these six category scores.

Should an applicant dispute the NDOR evaluation of a submitted application, the protestor must send a letter to NDOR, Attention: Rail and Public Transportation Engineer, P.O. Box 94759, 1500 Hwy 2, Lincoln NE 68509, giving specific details and supporting data regarding the concern. A copy of this letter shall also be sent to the applicant. After receipt of the letter, NDOR will evaluate the concern and inform the protestor and applicant of its decision; or if necessary, require additional information and/or detail additional steps that would be necessary in order to resolve the issue. If necessary, NDOR will arrange a meeting between NDOR, the protestor and the applicant to discuss the concern and possible solutions. All proceedings regarding this matter will be informal. Recommended actions regarding the concern will be made by NDOR, and all parties will be notified.

Parties to a dispute, dissatisfied with the NDOR decision shall have 30 days to appeal that decision. The appeal shall be made by submitting DR Form 182, "APPEAL OF DEPARTMENT OF ROADS PUBLIC/PRIVATE TRANSPORTATION DECISION" with documentation or reasons that the decision is in error to: Nebraska Department of Roads, Rail and Public Transportation Division, P.O. Box 94759, Lincoln, Nebraska 68509-4759. NDOR must, within 10 working days of the receipt of DR Form 182, file a response which documents the facts and consideration on which the decision was based.

A determination will be made by a designated Department of Roads Deputy-Director, based upon the documentation submitted by the appealing party and the response of the Department of Roads. The designated Deputy-Director shall not be involved in the public transportation decision-making process.

Nebraska FTA Section 5311 Transportation Programs by Region

Northwestern Nebraska

Box Butte County, City of Crawford, City of Chadron, Morrill County, Scotts Bluff County, Sheridan County

Western Nebraska

Chase County, City of Sidney, Deuel County, City of Benkelman, City of Cambridge, City of Ogallala, City of Kimball, City of North Platte, Perkins County, City of McCook

West Central Nebraska

City of Ainsworth, City of Broken Bow, Dawson County, Grant County, Stratton Industrial Commission (Hitch & Hay), Hooker County, Rock County

Central Nebraska

Community Action Partnership of Mid-Nebraska (RYDE), Midlands Area Agency on Aging (Clay County, Howard County), Fillmore County, Community Memorial Health Systems – Burwell, Hall County, Harlan County, City of Central City, Fullerton Area Senior Center, Phelps County, City of Loup City, Valley County, Webster County, Village of Guide Rock

Northeast Nebraska

City of Neligh, Wolf Memorial – Albion, Cedar County, City of Wakefield, City of Atkinson, Avera St. Anthony – O'Neill, Avera Creighton Hospital – Creighton, Community Concern – Norfolk, City of Wayne, City of Plainview

East Nebraska

City of Oakland, Butler County, City of Schuyler, Eastern Nebraska Office on Aging, City of Fremont, Lancaster County, City of Columbus, Saunders County, Seward County, York County

Southeast Nebraska

Blue Rivers Area Agency on Aging – Beatrice, City of Tecumseh, Pawnee County, Richardson County, Saline County Area Transit

Nebraska FTA Section 5311 Transportation Programs Site Visit Schedule

Calendar Year 2012

October - 3 programs in Southeast Nebraska
2 programs in Northeast Nebraska

November - 3 programs in East Nebraska

Calendar Year 2013

April - 4 programs in Central Nebraska

May - 6 programs in Northwest Nebraska

July - 5 programs in Western Nebraska

August - 3 programs in West Central Nebraska

October - 3 programs in East Nebraska

Calendar Year 2014

April - 5 programs in Central Nebraska

May - 5 programs in Western Nebraska

July - 4 programs in West Central Nebraska

August - 4 programs in Northeast Nebraska

October - 2 programs in Southeast Nebraska

Calendar Year 2015

April - 4 programs in Central Nebraska

May - 4 programs in Northeast Nebraska

July - 4 programs in East Nebraska

August - 3 programs in Southeast Nebraska (Oct. 2012)
2 programs in Northeast Nebraska (Oct. 2012)

October - 3 programs in East Nebraska (Nov. 2012)

Transit Agency: _____

Agency Representative Name: _____

Compliance Review

for

Nebraska 5311 Subrecipient

Recipient Form

Reviewer Name: _____

Date: _____

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Section 7: Maintenance

Section 8: Safety and Security

Introduction

1. Description of Agency including organizational structure, hours of operation, number of full and part time employees and if they are administrative, maintenance, drivers, volunteers, types of services provided, service area, etc.:

2. Description of All Services including main services, services under contract, services where a vehicle is leased to another agency, services where the transit system leases a vehicle from another agency, etc. Please be as descriptive as possible, including days and hours of operation, passenger fare, which agency provides the drivers, does the service have a history of providing incidental service, etc. Please list each service separately:

3. Highlight new projects. Please take this opportunity to tell NDOR about any new and exciting projects the transit system has been working on, success stories or failures:

4. Provide Driver Logs detailing all trips provided during the weeks of: _____

Section 1: Eligibility

Eligibility Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Are all transit services provided by the agency open to the general public? (If yes, go to Question 3.)			
2. If not, describe any services not open to the public and why they are not.			
3. How are services advertised to the general public?			
4. Does the agency own all vehicles used to provide public transportation services?			
5. Are all vehicles (owned/not owned) providing service as part of the public transit program marked with the agency name on both sides?			
6. Does each vehicle display a phone number that can be used to request or inquire about transit services?			
7. Describe any "incidental" services that the agency or its subcontractors provide, and when those services are provided. (Include anything not advertised and operated open to the public.)			
8. Are these incidental services provided with federally funded vehicles?			
9. Does the agency, including subproviders, provide any charter services? If yes which subproviders?			
10. Does the transit system or its subcontractors operate exclusive school bus service? If yes, does the service qualify for one of the statutory exemptions? Has the system received approval from the FTA Administrator? Does the service operate only with non-FTA funded equipment and facilities? How does the system ensure that subcontractors comply with school bus regulations?			

<p>11. What steps has the system taken to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP)?</p>			
<p>12. How does the system notify the public of their rights under Title VI?</p>			
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Section 2: Management

Management Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency annually obtain, and keep on file, debarment/suspension certifications from all subprovider services valued over \$25,000? Does the agency confirm that subcontractors are not debarred or suspended by searching the EPLS?			
2. Are required EEO posters displayed at transit agency office, contractors' offices, transit garage, etc?			
3. Have any civil rights complaints or lawsuits been filed against the transit agency or against any of the agency's subproviders? (If no, go to Question 11.)			
4. If so, what was the nature of the complaints/lawsuits and what is the status of resolving them?			
5. Have these complaints or lawsuits been reported to the NDOR?			
6. Does the agency transport individuals across state lines with a commercial motor vehicle? (If no, go to Section 3.)			
7. Has the agency registered as a motor carrier with the Federal Motor Carrier Safety Administration of USDOT?			
8. If the agency is registered with the FMCSA, do the commercial motor vehicles display the assigned USDOT numbers?			
9. If the agency is not a unit of state or local government, does the agency follow the Federal Motor Carrier Safety Regulations?			
10.			
11.			
12.			

Section 3: Financial

Financial Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency's accounting system track all revenues and expenses attributable to the public transit program?			
2. How are these revenues and expenses clearly identified as being related to the public transit program?			
3. What other sources of funding are received for the transit services?			
4. How does the agency handle the proceeds from sale of FTA-funded equipment?			
5. How does the agency ensure that the fully-allocated costs of providing incidental services are covered by other than state or federal transit funds?			
6. How does the agency ensure that state and federal transit funds are spent only on costs attributable to the public transit program?			
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Section 4: General ADA

General ADA Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency have non-ADA vehicles? If yes, how many?			
2. Are ADA service needs met with the current fleet?			
3. Are wheelchair users, and other persons with disabilities, charged the same fare as other persons of like age/situation?			
4. Are wheelchairs accepted in all of the agency's service areas?			
5. How does the agency handle the situation if the agency receives a ride request from a person using a wheelchair in an area or at a time when a non-ADA vehicle is normally used?			
6. Does the agency require that wheelchairs be secured?			
7. Will the agency still transport if driver is not able to secure wheelchair?			
8. What types of "service animals" are accepted aboard vehicles and in facilities?			
9. How does the agency determine if an animal is a "service animal?"			
10. Can a person not using a wheelchair request to ride a wheelchair lift?			
11. Do you allow persons to carry compressed oxygen canisters and respirators aboard your vehicles?			
12. Have all drivers been trained to use the wheelchair lifts/ramps and the wheelchair securement system(s)?			
13. Do drivers or mechanics cycle the lifts each day?			
14. Are all wheelchair lifts/ramps, including interlocks, in the fleet in working order?			

15. What efforts have been undertaken to make agency information (such as brochures, schedules, etc.) accessible to persons with visual impairments? Provide examples.			
16. Does all literature/advertising include information that all services are open to the general public, including persons with disabilities?			
17. Are the agency's offices accessible to all persons with disabilities?			
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Section 4.1: ADA Fixed Route

ADA Fixed Route Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Do the agency's drivers announce all major intersections, major stops and transfer points?			
2. Will drivers announce other specific stops/locations, if requested by riders?			
3. How does the agency verify compliance with this requirement?			
4. Will drivers deploy lift for persons not in wheelchair upon request?			
5. How quickly are vehicles removed from route service once a non-functional lift is reported?			
6. Does the agency allow buses with inoperable lifts to be assigned to route service?			
7. How long might the agency allow a vehicle with a non-functioning lift to be assigned for route service?			
8. Does the agency have passenger shelters, and if so, how many?			
9. Are all passenger shelters accessible to wheelchairs? (Accessible pathway/interior space) If not, how many are not?			
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17.			

Section 4.2: ADA Paratransit

ADA Paratransit Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. How does the agency handle a caller who requests a ride at a time when the paratransit vehicle(s) is/are busy?			
2. On the average, how many denials does the agency have per month? Does the agency track the reasons for denials?			
3. Does the agency have a suspension policy for a pattern or practice of no-shows?			
4. Describe any other policies the agency has which would cause ADA eligible persons to be denied service.			
5. How long does/would such a denial of service last?			
6. Who makes the decision on denial of service?			
7. What opportunity for appeal or administrative review is offered?			
8. How are the agency's policies on denial of service documented and communicated to the public?			
9. Does the agency have a "rider's handbook" describing the agency's policies and procedures relating to the ADA paratransit services?			
10. Are the wheelchair restraints available and in good condition?			
11. Is there a wheelchair lift maintenance schedule?			
12. Is there a pre-trip and/or a post-trip vehicle inspection conducted daily?			
13. If so, are there written records?			
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Section 5: Drug and Alcohol

Drug and Alcohol Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the employer (transit agency or subcontractor) have a drug and alcohol testing policy document?			
2. Does employer's drug and alcohol testing policy indicate that it was adopted by the governing board of the employer?			
3. Does the policy list a contact person designated by employer to answer employee questions about testing program?			
4. Does the policy list the local job classifications that are subject to testing?			
5. Does the policy indicate that all testing is done under FTA authority, or does it indicate that additional testing is conducted under other authority?			
6. Does the policy accurately indicate what behaviors are prohibited with regard to drugs and to alcohol under FTA rule?			
7. Does the policy give specifics of the required period of compliance regarding alcohol consumption?			
8. Does the policy address the need for new pre-employment/assignment test for persons out of testing pool for more than 90 consecutive calendar days?			
9. Does the policy either give detailed description of collection and testing procedures and safeguards or make reference to Part 40?			
10. Does the policy state that covered employees are required to submit to testing under the program?			
11. Does the policy describe the consequences of a non-negative drug test or alcohol test equal to or exceeding .04?			
12. Does the policy describe what will constitute a test refusal and the consequences thereof?			

13. Does the policy describe the consequences of an alcohol test result showing Blood Alcohol Concentration (BAC) at least .02, but less than .04?			
14. Does the policy identify the individuals serving as the MRO and SAP under the program and give their credentials?			
15. Does the agency have documentation that each employee has received a copy of the testing policy?			
16. Does the agency have documentation that all employees have received training on the consequences of using illegal drugs and of misusing alcohol?			
17. Does the agency keep a record of employees selected for random testing and whether the tests were actually conducted?			
18. If the agency has had employees selected for random testing, that were not tested, does the agency have documentation of the reasons why the test was not completed?			
19. Are employee test records/results kept in a separate file cabinet with lock?			
20. Is the file cabinet containing employee test records/results actually kept locked, except when accessing a file?			
21. Who has access to these records/results?			
22. How are test results received from the BAT or MRO? Who receives these results?			
23. Who files the results?			
24. Describe the security measures taken to keep the list of employees selected for random testing confidential.			
25. Who selects employees for random testing?			
26. Is the agency part of an alcohol and drug testing consortium? If yes, how many organizations take part in the consortium?			
27. If selection is by an outside party, how does the agency receive selection information? Who has access?			
28. Who determines when collection will be conducted for selected employees?			
29. What criteria are used to schedule collections?			

30. Do agency's testing records include the time of notification and time of report to collection site for all random tests?		
31. Who makes the decision whether to send driver and/or others for collection following a fatal accident?		
32. Who makes the decision whether to send the driver and/or others for collection following a non-fatal accident?		
33. Who decides whether a particular accident involves disabling damage?		
34. Does the agency use a form to document post accident decisions regarding testing?		
35. Have there been any accidents which should have triggered testing, but for which no timely testing was conducted?		
36. Explain why testing was not completed in these cases.		
37. Who makes the decision on whether to send an employee for reasonable suspicion testing?		
38. Have these persons/has this person received the required supervisor training to recognize signs of drug use/alcohol misuse?		
39. Does the agency have a form to document determination of reasonable suspicion? Are these kept as part of the testing program records?		
40. Were previous DOT-covered employers from last two years queried about drug and alcohol test results for each new employee hired into safety-sensitive positions?		
41. Were any other DOT-covered employers from last two years queried about drug and alcohol test results for any employee transferred into safety-sensitive position?		
42. Does the agency have policy on employing a person who has previously had non-negative test or test refusal? If so what is it?		
43. Has the agency reviewed the credentials of designated MRO and SAP?		
44. Has the agency verified that MRO and SAP functions are (still) being performed by individuals identified in the agency's drug and alcohol testing policy document?		

45. Has the agency reviewed the procedures followed by each collection site it uses routinely?			
46. Has the agency conducted any review of procedures at designated collection sites within the agency's area?			
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Section 6: Procurement

Procurement Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Has the agency adopted a written code of ethics or standard of conduct to govern the activities of employees, board members, or agents involved in procurements financed with FTA funds?			
2. Does the agency's code of ethics standard of conduct detail sanctions or disciplinary actions that shall be taken for violations?			
3. Is the agency's code of ethics standard of conduct explicit with regard to how potential personal conflicts are to be reported (by whom/to whom) and how the situation will be resolved?			
4. Have procurement procedures been addressed in any agency audits? If so, what was the finding/recommendation?			
5. Does the agency have a written protest procedure? How does the agency notify the public of this procedure?			
6. Are the agency's policies and procedures for transit procurements documented?			
7. What involvement does the agency's policy board have in procurements?			
8. Does the agency incorporate any preference for local vendors or Nebraska vendors in procurements using federal funds?			
9. Has the agency participated in any intergovernmental agreements to purchase items charged to the transit program? If so, how did the agency assure that the FTA procurement requirements were met?			

<p>10. Have any items charged to the public transit program over the past three years been purchased from businesses owned by board or staff members of the agency or by members of their families? If so, please explain how a conflict of interest was avoided.</p>			
<p>11. For pre-award and post delivery audit Buy America certifications, does the agency have the certifications on file and have the supporting documents on file?</p>			
<p>12. For Debarment and Suspension certifications, has the agency done a full search on the Excluded Parties Listing Agency (https://www.epls.gov/) to verify excluded parties are not participating in the covered transactions? Is the search documented?</p>			
<p>13. Does the agency maintain a record of the history of each procurement charged to the transit program? If so what information is recorded?</p>			
<p>14. Does the agency use "brand names" in procurement specs? If so, are "equals" allowed and has the agency defined what the salient features of the brand name product are?</p>			
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Section 7: Maintenance

Maintenance Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. How many facilities does the transit agency have? How many each of: maintenance, administrative, and storage?			
2. Are the facilities used for other purposes (i.e. shared with a city or county department?) If so, which ones and how are they used?			
3. Does the agency have maintenance plans for transit vehicles, facilities and equipment? How often are the plans reviewed and updated?			
4. What does the transit agency's vehicle, facility, and equipment maintenance plan cover?			
5. What does the vehicle maintenance plan cover?			
6. Are records available showing what maintenance has been done on each vehicle?			
7. Do the preventive maintenance schedules in the plan meet the minimums required by the manufacturers/suppliers/builders?			
8. Are preventive maintenance inspections being done as scheduled? If not, why?			
9. Is all work required by manufacturer's warranty provisions being performed? If not, why?			
10. Does the agency have vehicles which are currently out of service due to mechanical problems or damage? (If no, go to Question 13.)			
11. How long have they been out of service?			
12. Has the agency had other vehicles over the last two years which were out of service for more than two weeks? Did the agency notify the NDOR in those instances?			
13. Describe the reasons for each incident where a vehicle was out of service for an extended period.			

14. Does the agency have any federally-funded vehicles which traveled less than 10,000 miles last year?			
15. Is any FTA funded equipment under warranty and if so what is the process for recovering warranty claims?			
16. Does the system have a written maintenance program for its FTA-funded facilities and facility-related equipment?			
17. Does the maintenance program include inspections and preventive maintenance activities to ensure that assets are protected from deterioration and reach their maximum useful life? Is the program consistent with manufacturers' minimum maintenance requirements for equipment under warranty? What is the system's schedule for facility and equipment preventive maintenance inspections?			
18. Does the maintenance program prescribe a recordkeeping system so that the maintenance history of facilities and equipment is permanently recorded? How is the program documented?			
19. Does the system's facility maintenance program address maintenance procedures for accessibility features? Do maintenance records indicate that accessibility features are maintained in operating condition?			
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Section 8: Safety and Security

Safety and Security Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency have a written safety plan?			
2. Does the agency have a written security and emergency management plan? (If no, skip Question 3.)			
3. Is the emergency management plan coordinated with local agencies?			

Nebraska FTA Section 5310 Transportation Subrecipients by Region

Northwest Nebraska

Good Samaritan Society – Alliance, Panhandle Developmental Disabilities Services – Scottsbluff, VFW – Scottsbluff, Cirrus House – Scottsbluff, Cheyenne County Hospital Association - Sidney

Western Nebraska

North Platte Opportunity Center

West Central Nebraska

South Central Developmental Services - Cozad

Central Nebraska

Holdrege Memorial Homes, Goodwill Industries of Greater Nebraska – Grand Island, Good Samaritan Society – Callaway, Good Samaritan Society – Gibbon, Good Samaritan Society St. Luke's – Kearney, Bethany Home Foundation – Minden, VFW – Grand Island, Mid-Nebraska Individual Services – Hastings, Mid-Nebraska Individual Services – Grand Island, Good Samaritan Society – Wood River, Good Samaritan Society – Hastings, Mid-Nebraska Individual Services – Superior, Mid-Nebraska Individual Services – Kearney, Litzenberg Health Care Foundation – Central City

Northeast Nebraska

Mosaic – Norfolk, Good Samaritan Society – Atkinson, VFW - Norfolk

East Nebraska

Omaha – Friendship Program, Douglas County Health Center Foundation, Immanuel Trinity Affordable, Omaha Opportunities Industrialization Center, New Cassel, Catholic Charities, Florence Home, Community Housing & Service Corp.

Region V Foundation – Lincoln, Madonna Foundation – Lincoln, Indian Center – Lincoln, Tabitha – Lincoln, Good Shepard Lutheran Community – Blair, Crowell Memorial Home – Blair, Good Samaritan Society – Syracuse, Good Samaritan Society – Beatrice, Mosaic – Beatrice, St Joseph Villa & Court – David City, Good Samaritan Society – Wymore, Fairbury Assisted Living - Fairbury

Nebraska FTA Section 5310 Subrecipients Site Visit Schedule *

Calendar Year 2012

October - 5 subrecipients in East Nebraska

Calendar Year 2013

April - 4 subrecipients in East Nebraska

May - 6 subrecipients in Central Nebraska

July - 1 subrecipients in Western Nebraska
1 subrecipient in West Central Nebraska

August - 5 subrecipients in East Nebraska

Calendar Year 2014

April - 5 subrecipients in Central Nebraska

May - 5 subrecipients in Western Nebraska

July - 3 subrecipients in Northeast Nebraska

Calendar Year 2015

April - 6 subrecipients in East Nebraska

May - 3 subrecipients in Central Nebraska

July - 5 subrecipients in East Nebraska (Oct. 2012)

* Additional site visits will be made as subrecipients are added.

Transit Agency: _____
Agency Representative Name: _____

Compliance Review

for

Nebraska 5310 Subrecipient

Recipient Form

Reviewer Name: _____
Date: _____

Table of Contents

Introduction

Section 1: Eligibility

Section 2: Management

Section 3: Financial

Section 4: General ADA

Section 4.1: ADA Fixed Route

Section 4.2: ADA Paratransit

Section 5: Drug and Alcohol

Section 6: Procurement

Section 7: Maintenance

Section 8: Safety and Security

Introduction

1. **Description of Agency** including organizational structure, hours of operation, number of full and part time employees and if they are administrative, maintenance, drivers, volunteers, types of services provided, service area, etc.:

2. **Description of All Services** including main services, services under contract, services where a vehicle is leased to another agency, services where the transit system leases a vehicle from another agency, etc. Please be as descriptive as possible, including days and hours of operation, passenger fare, which agency provides the drivers, does the service have a history of providing incidental service, etc. Please list each service separately:

3. **Highlight new projects.** Please take this opportunity to tell NDOR about any new and exciting projects the transportation system has been working on, success stories or failures:

4. **Provide Driver Logs** detailing all trips provided during the weeks of: _____

Section 1: Eligibility

Eligibility Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency own all vehicles used to provide transportation services?			
2. Are all vehicles (owned/not owned) providing service as part of the transportation program marked with the agency name on both sides?			
3. Describe any "incidental" services that the agency or its subcontractors provide, and when those services are provided. (Include anything not advertised and operated open to the public.)			
4. Are these incidental services provided with federally funded vehicles?			
5. Does the agency, including subproviders, provide any charter services? If yes which subproviders?			
6. Does the transportation program or its subcontractors operate exclusive school bus service? If yes, does the service qualify for one of the statutory exemptions? Has the system received approval from the FTA Administrator? Does the service operate only with non-FTA funded equipment and facilities? How does the system ensure that subcontractors comply with school bus regulations?			
7. What steps has the transportation program taken to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP)?			
8. How does the program notify the public of their rights under Title VI?			
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Section 2: Management

Management Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency annually obtain, and keep on file, debarment/suspension certifications from all subprovider services valued over \$25,000? Does the agency confirm that subcontractors are not debarred or suspended by searching the EPLS?			
2. Are required EEO posters displayed at transit agency office, contractors' offices, transit garage, etc?			
3. Have any civil rights complaints or lawsuits been filed against the transit agency or against any of the agency's subproviders? (If no, go to Question 11.)			
4. If so, what was the nature of the complaints/lawsuits and what is the status of resolving them?			
5. Have these complaints or lawsuits been reported to the NDOR?			
6. Does the agency transport individuals across state lines and charge a fare? (If no, go to Section 3.)			
7. Has the agency registered as a motor carrier with the Federal Motor Carrier Safety Administration of USDOT?			
8. If the agency is registered with the FMCSA, do the commercial motor vehicles display the assigned USDOT numbers?			
9. If the agency is not a unit of state or local government, does the agency follow the Federal Motor Carrier Safety Regulations?			
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Section 3: Financial

Financial Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency's accounting system track all revenues and expenses attributable to the transportation program?			
2. How are these revenues and expenses clearly identified as being related to the transportation program?			
3. What other sources of funding are received for the transportation services?			
4. How does the agency handle the proceeds from sale of FTA-funded equipment?			
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Section 4: General ADA

General ADA Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency have non-ADA vehicles? If yes, how many?			
2. Are ADA service needs met with the current fleet?			
3. Are wheelchairs accepted in all of the agency's service areas?			
4. How does the agency handle the situation if the agency receives a ride request from a person using a wheelchair in an area or at a time when a non-ADA vehicle is normally used?			
5. Does the agency require that wheelchairs be secured?			
6. Will the agency still transport if driver is not able to secure wheelchair?			
7. What types of "service animals" are accepted aboard vehicles and in facilities?			
8. How does the agency determine if an animal is a "service animal?"			
9. Can a person not using a wheelchair request to ride a wheelchair lift?			
10. Do you allow persons to carry compressed oxygen canisters and respirators aboard your vehicles?			
11. Have all drivers been trained to use the wheelchair lifts/ramps and the wheelchair securement system(s)?			
12. Do drivers or mechanics cycle the lifts each day?			
13. Are all wheelchair lifts/ramps, including interlocks, in the fleet in working order?			
14. What efforts have been undertaken to make agency information (such as brochures, schedules, etc.) accessible to persons with visual impairments? Provide examples.			

15. Are the agency's offices accessible to all persons with disabilities?			
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Section 4.1: ADA Fixed Route

ADA Fixed Route Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Do the agency's drivers announce all major intersections, major stops and transfer points?			
2. Will drivers announce other specific stops/locations, if requested by riders?			
3. How does the agency verify compliance with this requirement?			
4. Will drivers deploy lift for persons not in wheelchair upon request?			
5. How quickly are vehicles removed from service once a non-functional lift is reported?			
6. Does the agency allow buses with inoperable lifts to be assigned to route service?			
7. How long might the agency allow a vehicle with a non-functioning lift to be assigned for service?			
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Section 4.2: ADA Paratransit

ADA Paratransit Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Describe any policies the agency has which would cause ADA eligible persons to be denied service.			
2. How long does/would such a denial of service last?			
3. Who makes the decision on denial of service?			
4. What opportunity for appeal or administrative review is offered?			
5. How are the agency's policies on denial of service documented and communicated?			
6. Does the agency have a "rider's handbook" describing the agency's policies and procedures relating to the ADA paratransit services?			
7. Are the wheelchair restraints available and in good condition?			
8. Is there a wheelchair lift maintenance schedule?			
9. Is there a pre-trip and/or a post-trip vehicle inspection conducted daily?			
10. If so, are there written records?			
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Section 5: Drug and Alcohol – Not applicable to Section 5310

Drug and Alcohol Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
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Section 6: Procurement – Not applicable to Section 5310

Procurement Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
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Section 7: Maintenance

Maintenance Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency have maintenance plans for transit vehicles? How often are the plans reviewed and updated?			
2. What does the vehicle maintenance plan cover?			
3. Are records available showing what maintenance has been done on each vehicle?			
4. Do the preventive maintenance schedules in the plan meet the minimums required by the manufactures/suppliers/builders?			
5. Are preventive maintenance inspections being done as scheduled? If not, why?			
6. Is all work required by manufacturer's warranty provisions being performed? If not, why?			
7. Does the agency have vehicles which are currently out of service due to mechanical problems or damage? (If no, go to Question 13.)			
8. How long have they been out of service?			
9. Has the agency had other vehicles over the last two years which were out of service for more than two weeks? Did the agency notify the NDOR in those instances?			
10. Describe the reasons for each incident where a vehicle was out of service for an extended period.			
11. Does the agency have any federally-funded vehicles which traveled less than 10,000 miles last year?			
12. Is any FTA funded equipment under warranty and if so what is the process for recovering warranty claims?			

<p>13. Does the maintenance program include inspections and preventive maintenance activities to ensure that assets are protected from deterioration and reach their maximum useful life? Is the program consistent with manufacturers' minimum maintenance requirements for equipment under warranty? What is the system's schedule for equipment preventive maintenance inspections?</p>			
<p>14. Does the maintenance program prescribe a recordkeeping system so that the maintenance history of equipment is permanently recorded? How is the program documented?</p>			
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Section 8: Safety and Security

Safety and Security Questions	Response	Provide Pre-Site Visit	Provide at Site Visit
1. Does the agency have a written safety plan?			
2. Does the agency have a written security and emergency management plan? (If no, skip Question 3.)			
3. Is the emergency management plan coordinated with local agencies?			

EXHIBIT "C"

Special Section 5333(b) Warranty for Application to the Rural Program

A. General Application

The Public Body (State of Nebraska, Department of Roads) agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of 5311 funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not

be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreements applicable to such employees which is then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number of classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)¹, the Public Body will assure as a condition of the release of funds that the Recipient Agrees to be bound by the terms and conditions of the National (Model)³ Section 5333(b) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the

Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

¹ Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended].

² For purposes of this warranty arrangement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model 5333(b) Agreement, executed July 23, 1975 are to be omitted.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under the 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

Provisions of the National (Model) Agreement

for

Incorporation in the Special Warranty

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. * Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

(6) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time

paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided.

* As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.

If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of

seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement: Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is other wise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him or which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or replacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or replacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11) (a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects; for the traveling expenses for himself and members of his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair

market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him at his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other questions in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: One (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length Of Service

Separation Allowance

1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7 (b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date of which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the

Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, publicly or privately owned, which undertakes the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Worker's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and interested union representatives of the employees involved for purpose of adequate replacement under paragraph 13 (c) of this Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

EXHIBIT "D"

DISPOSITION AND TRANSFER OF EQUIPMENT

Recipients will be required to dispose of all FTA funded items under the conditions of the FTA grant contracts (49 CFR 18.32). NDOR will permit the transfer of used FTA funded Section 5311 vehicles from one recipient to another. Transfer of vehicles will be in accordance with FTA policy on transferring capital equipment.

Grantees are required to submit a written request for disposal and inspection of the vehicle(s) or equipment they wish to dispose of to the NDOR transit staff. The recipient must receive written authorization before disposing of the vehicle. If a recipient wishes to dispose of a vehicle before the end of its useful life, NDOR must inspect the vehicle to determine if the useful life of the vehicle(s) or equipment has been reached prematurely, and seek concurrence from the FTA for the disposal.

A recipient may dispose of a vehicle at the end of its useful life in either of two ways:

1. A vehicle may be sold to a third party through a variety of approved processes, including advertised sealed bids, auto auction or the average of three competent appraisals.
1. A vehicle may be sold by the recipient to itself. In this case the implicit price to be paid by the recipient will be the average wholesale value of the vehicle as specified in the most recent National Automobile Dealers Association (NADA) Official Used Car Guide or The Official Bus Book Market Report.

If a Section 5310 or Section 5311 funded vehicle is sold to a third party, the recipient may retain the local share percentage contained in the agreement with NDOR (generally 20%) plus \$225. Unless kept for use by the recipient in the provision of transportation, the balance must be paid to the Department within 10 working days.

If a recipient sells a Section 5310 or Section 5311 vehicle to itself, the recipient must pay 80% of the NADA wholesale value to the Department within 10 working days. When the disposition of a Section 5309 funded vehicle results in gross sales proceeds exceeding \$5,000, the federal interest must be returned to FTA. Guidance may also be obtained from Nebraska's "Operational Manual for Statewide Inventory of Equipment and Furniture".

VEHICLE INVENTORY

Agency Name _____

01. Year _____

02. Make _____

03. Model _____

04. Vehicle Identification Number _____

05. Mileage _____

06. Vehicle Condition _____

Lift Condition _____

Wheelchair Restraints Condition _____

Other Related Equipment (specify) Condition _____

Authorized Agency Representative

Date

07. Date of Disposition _____

08. Mileage at Disposition _____

09. Vehicle Condition at Disposition _____

EXHIBIT "D"

10. Amount of Disposition Proceeds _____

11. Use of Disposition Proceeds _____

Authorized Agency Representative

Date

1-6 are to be completed annually as of December 31st.
Original is to be sent to the Nebraska Department of Roads.
Agency is to keep a copy in their vehicle file along with maintenance & repair records.

7-11 are to be completed when vehicle disposition is made.
Copy with original signature is to be sent to the Nebraska Department of Roads.
Agency is to keep a copy in their vehicle file along with maintenance & repair records.

Vehicle Preventative Maintenance Procedures

Recipients of Federal Transit Assistance funds must have in place and practice a preventative maintenance program for vehicles and equipment that are used to transport passengers. Vehicles and equipment must be maintained in a safe, comfortable and reliable manner for the safe transportation of passengers.

Recipients of federal funds at a minimum are required to follow the vehicle and equipment manufacture's schedule maintenance intervals.

Program Elements:

Pre-trip inspections. Each vehicle will be inspected at the start of each shift by a driver trained in the procedure. A walk-around will be performed with a vehicle pre-trip checklist and any irregularities reported to the dispatcher, manager or supervisor before the vehicle leaves the premise.

Basic Service Routines. Per the recommendations of the chassis, bus body, and wheelchair lift manufactures, and the additional recommendations of the mechanic, a thorough preventative maintenance schedule will be established and followed for each vehicle. At or before the recommended mileage intervals, the mechanic will perform all the elements of maintenance due at that mileage.

Vehicle cleaning. Interior cleaning and sweeping of each in-service vehicle will be performed at the end of each shift driving staff. Vehicle exteriors will be washed on a weekly basis or more frequently, as needed.

Vehicle Repairs. The need for a vehicle repair may be discovered during the pre-trip inspection, preventative maintenance inspection, or breakdown. It will be determined if there is warranty coverage for the system requiring attention, and if appropriate, pursue warranty repairs with the vendor, vehicle or chassis manufacturer, or authorized warranty outlet.

Documentation and Analysis. A file on each vehicle must be maintained containing documents of the maintenance work done on the vehicle. Documents for maintenance work on the vehicle must contain an itemized inspection check list; identify the work performed, date performed, parts and labor costs, the type of vehicle worked on, vehicle identification number, mileage, where maintenance work was performed and the signature of the authorized representative performing the work. Documentation of how it is determined that recommended mileage intervals have been reached must be part of the service routine.

Documentation will be checked during regularly scheduled site visits, but also may be checked during any drop-in site visits.

Pre-Trip Inspection Daily vehicle Condition Report

Driver _____
(Print first and last name)

Date _____

Vehicle Identification Number _____

Type of vehicle (Identify) _____
Bus 12-pass van Minivan LF Minivan

Year _____

OK Defective

Exterior

		Inspect for leaks under vehicle
		Headlights
		Tail/Brake lights
		Turn signals
		Clearance lights
		Windshield wipers and blades
		Fresh body damage
		Exhaust system
		Tires/wheels
		Cleanliness

Comments

Under the Hood

		Oil level
		Radiator level
		Windshield washer fluid level
		Engine/Hoses/Belts

Comments

Interior

		Horn
		Windshield wipers
		Gauges/instruments
		Steering
		Passenger door
		Brakes
		Blower fans/heater/air-conditioning
		Interior lights
		Rear vision mirrors
		Cleanliness

Comments

Safety Equipment

		Triangles
		First aid kit
		Blood born pathogen kit
		Fire extinguisher
		Check backup alarm
		Web cutter

Comments

Accessibility Equipment

		Cycle lift/deploy ramp inspect
		Proper number of wheelchair securement belts, clean and in good condition.
		Proper number of lap/shoulder belts clean and in good condition.

Comments

Diver Signature: _____

Note: Pre-trip Inspection Form **MUST** be turned into the dispatcher before leaving base.