



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
300 Lakeside Drive, P.O. Box 12688
Oakland, CA 94604-2688
(510) 464-6000

2018

Robert Raburn, Ph.D.
PRESIDENT

Nicholas Josefowitz
VICE PRESIDENT

Grace Crunican
GENERAL MANAGER

DIRECTORS

Debora Allen
1ST DISTRICT

Joel Keller
2ND DISTRICT

Rebecca Saltzman
3RD DISTRICT

Robert Raburn, Ph.D.
4TH DISTRICT

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5TH DISTRICT

Thomas M. Blalock, P.E.
6TH DISTRICT

Lateefah Simon
7TH DISTRICT

Nicholas Josefowitz
8TH DISTRICT

Bevan Dufty
9TH DISTRICT

January 26, 2018

State of Good Repair Program
California Department of Transportation
Division of Rail and Mass Transportation, MS 39
P.O. Box 942874
Sacramento, CA 94274-0001

RE: Submission of FY 2017-2018 STA SGR Documentation

To Whom It May Concern:

On behalf of the San Francisco Bay Area Rapid Transit District (BART), I am pleased to submit BART's State Transit Assistance, State of Good Repair (STA SGR) Project List and other documentation for FY 2017/18 program funds of \$6,102,066. The following documents are attached:

- Project List
- Signed Authorized Agent Form
- Signed Certifications and Assurances Form
- BART Board STA SGR Resolution Adopted January 11, 2018

The scope, cost, and schedule described in the attached documents are true and accurate.

Please contact Donna Lee at dlee@bart.gov or (510) 464-6282, if you have any questions or concerns.

Sincerely,

Grace Crunican
General Manager



Agency Information

Funding Fiscal Year: 2017-18

(Choose First) Regional Entity:

Metropolitan Transportation Commission

*Estimated SGR 99313 Allocation

\$ -

Operator (Not required if you are the Regional Entity):

San Francisco Bay Area Rapid Transit District

*Estimated SGR 99314 Allocation

\$ 6,102,066

****Enter your total STA allocation in the blue box:**

\$ 4,204,345

The amount to be reported on will be listed in the grey box:

\$ 1,387,434

Agency Address:

300 Lakeside Drive, Floor 16

City:

Oakland

Contact Name:

Donna Lee

Contact Title:

Principal Planner

Contact Phone Number:

(510)-464-6282

Contact Email:

dlee@bart.gov

*You can find your **SGR** allocation estimates on the letter from the California State Controller dated Nov. 3, 2017:

https://www.sco.ca.gov/Files-ARD-Payments/Transit/statetransitassistanceestimate_sgr_1718_october17.pdf

You can find your **STA allocation estimates on the letter from the California State Controller dated Nov. 3, 2017:

https://www.sco.ca.gov/Files-ARD-Payments/Transit/statetransitassistanceestimate_1718_october17.pdf

#	Project Location City	SGR Costs				Non-SGR Costs		Legislative Districts			Notes, Comments, Additional Information
		2017-18 SGR Costs 99313	2017-18 SGR Costs 99314	Total SGR Costs 99313	Total SGR Costs 99314	Total STA Costs - Not Including SGR	Total All Other Funds	Congressional	Senate	Assembly	
1	BART Systemwide		\$ 6,102,066		\$ 6,102,066		\$ 6,102,066	7,8,9,10,11	7,9,10,11,13	14,15,16,17,18	
2							\$	12,13,14,15,16		19,20,22,25	
3							\$				
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39							\$				
40							\$				



Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Grace Crunican, General Manager OR
(Name and Title of Authorized Agent)

Robert Powers, Deputy General Manager OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

AS THE General Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE San Francisco Bay Area Rapid Transit District
(Name of County/City Organization)

GRACE CRUNICAN

(Print Name)

General Manager

(Title)


(Signature)

Approved this 25th day of January, 2018

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: San Francisco Bay Area Rapid Transit District

Effective Date: 25 January, 2018.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

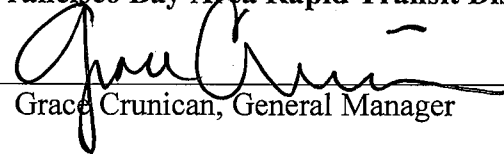
F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

San Francisco Bay Area Rapid Transit District

BY:



Grace Crunican, General Manager

ATTACHMENT I

RESOLUTION # 5365

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the California Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (District) wishes to delegate authorization to execute these documents and any amendments thereto to the District's General Manager.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the District's General Manager be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT:

BY: 

President


ORIGINAL

KENNETH A. DURON, DISTRICT SECRETARY

Adopted: January 11, 2018