

APPENDIX A
SPECIAL PROVISIONS

HONOLULU RAIL TRANSIT PROJECT

FARE COLLECTION SYSTEM TECHNICAL SUPPORT
CONTRACT

SPECIAL PROVISIONS TABLE OF CONTENTS

- I. PROJECT
- II. SERVICES
- III. FEDERAL CLAUSES
- IV. MODIFICATIONS TO THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (v8/2015)

LIST OF SPECIAL PROVISIONS EXHIBITS

EXHIBIT 1 - SCOPE OF WORK

- EXHIBIT 2 - A. COST ESTIMATES (FOR THE CONTRACT)
- B. COMPENSATION AND INVOICING
 - C. OVERHEAD RATE SCHEDULE
 - D. FEE PROPOSAL (**CONFIDENTIAL AND SEALED**)
 - E. HART TRAVEL AUTHORIZATION FORM

EXHIBIT 3 - CERTIFICATION REGARDING CONFLICT OF INTEREST

EXHIBIT 4 - CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

EXHIBIT 5 - CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

EXHIBIT 6 - CERTIFICATION REGARDING LOBBYING

EXHIBIT 7 - FEDERAL REQUIREMENTS

- 1. Attachment 1.6a) - DBE Participation Report
- 2. Attachment 1.6b) - Final Report of DBE Participation and Instructions for completion of the Final Report of DBE Participation

These Special Provisions and the Honolulu Authority for Rapid Transportation General Terms and Conditions for Professional Services ("General Terms and Conditions") shall apply to, and are incorporated by reference into the Agreement, except as modified by reference herein. All defined terms in the Agreement shall have the same meaning in these Special Provisions.

I. PROJECT

The Honolulu Rail Transit Project ("HRTTP") is described in the Final Environmental Impact Statement as a twenty (20) mile grade separated fixed guideway transit system between East Kapolei and Ala Moana.

II. SERVICES

The Contractor's responsibilities under this Agreement include providing services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit 1.

III. FEDERAL CLAUSES

FEDERAL FUNDING, INCORPORATION OF FTA TERMS, AND CHANGES TO FEDERAL REQUIREMENTS

This Agreement includes, in part, certain standard terms and conditions required by the FTA, whether or not expressly set forth in the Agreement provisions. All provisions required by the FTA, as set forth in FTA Circular 4220.1F, as amended, will be incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms and conditions will be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART or the City to be in violation of FTA terms and conditions. This Agreement will be subject to any financial assistance agreement between HART/City and the FTA and all laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to the Agreement and will be incorporated by reference as if fully set forth therein.

The Contractor shall at all times comply with all applicable Federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between HART/City and FTA relating to the HRTTP, as they may be amended or promulgated from time to time during the term of the Agreement (collectively, "Federal Requirements"). These Federal Requirements may change and the changed Federal Requirements will apply to this Agreement as required unless the Federal Government determines otherwise. The Contractor's failure to comply with the Federal Requirements shall constitute a material breach of the Agreement.

The Federal Requirements are contained in Exhibit 7 attached hereto and incorporated by reference.

IV. MODIFICATIONS TO THE HONOLULU AUTHORITY FOR RAPID TRANSPORTATION GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (v8/2015)

The Honolulu Authority for Rapid Transportation General Terms and Conditions for Professional Services (v8/2015) shall apply to, and are incorporated by reference into this Agreement, except as modified herein.

A. LEGAL REGULATIONS AND RESPONSIBILITY

Section 4.1 of the General Terms and Conditions, is deleted in its entirety and shall be replaced with the following:

4.1 INDEPENDENT CONTRACTOR/INDEMNIFICATION

“The CONTRACTOR shall perform the work as an independent contractor and shall indemnify and hold harmless HART and all of its officers and employees for any claims, losses and damages, including reasonable attorneys’ fees arising out of claims by third parties for property damage or bodily injury, including death in the performance of the contract by the Contractor, affiliated corporations, the Contractor’s subcontractors and agents; provided, however, that the Contractor shall not be responsible for such portion of damages, if any, caused by the negligence or intentional misconduct of HART or the City. This requirement shall survive the termination of the Agreement.

The contractor is an independent Contractor and shall not be deemed to be an agent, servant, or employee of HART. The Contract shall not be construed to create a partnership or joint venture between HART and the contractor.”

B. STANDARD OF CARE

A new Subsection 6.4.1 of the General Terms and Conditions, entitled "STANDARD OF CARE," is hereby inserted.

“**6.4.1 STANDARD OF CARE.** The standard of care applicable to CONTRACTOR’s Services will be the degree of skill and diligence normally employed by professional Contractors or contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. This notwithstanding the higher standard will apply where the contract sets forth the expectations and requirements.”

C. COMPENSATION AND INVOICING

Section 8.1 (a) of the General Terms and Conditions, is deleted in its entirety and shall be replaced with the following:

8.1 COMPENSATION AND INVOICING

“(a) The compensation of the Contractor shall be up to the amount stated in the Agreement and shall be made in accordance with Exhibit 2A – Cost Estimates (Schedules A and B), Exhibit 2B – Compensation and Invoicing, Exhibit 2C – Overhead Rate Schedule, and Exhibit 2D – Fee Proposal. Acceptable invoices are due and payable within 30 days of receipt. In the event an invoice is received by HART that does not fully comply with the contract requirements HART will adjust the invoice amount by deleting the items deemed to be non conforming. HART will pay the CONTRACTOR the adjusted invoice amount.”

APPENDIX A
EXHIBIT 1

SCOPE OF WORK

HONOLULU RAIL TRANSIT PROJECT

FARE COLLECTION SYSTEM TECHNICAL SUPPORT
CONTRACT

SPECIAL PROVISIONS

EXHIBIT 1 – SCOPE OF WORK

The Honolulu Authority for Rapid Transportation (HART), together with the Department of Transportation Services (DTS) of the City and County of Honolulu and its Transit Management Services Contractor (OTS), plan to procure a multi-modal, closed-loop, account based fare collection system for the City and County of Honolulu's rail and bus systems. The goals for this closed loop, account based system are:

- Design a simple and convenient system that operates seamlessly between modes;
- Adopt a proven fare technology based upon industry standards that reduces fraud and maximizes interoperability;
- Enable enhanced data collection for improved operations and customer service;
- Increase distribution channels and fare purchasing options;
- Increase participation in institutional programs and facilitate new transit partnerships (e.g. bike share); and
- Minimize capital and operating costs.

The Fare Collection System project, for which technical consultant services are required consist of providing services in the following areas:

- Design, install and maintenance of an account transaction-management system and a data warehouse for a closed-loop account based smart card system;
- Design, manufacture and install of stand-alone smart card readers on the OTS bus fleet and Handi-van fleet;
- Design, manufacture and installation of Ticket Vending Machines and faregates at all rail stations;
- Design, install and maintain a financial management system;
- Design, manufacture and installation of customer service terminals and CRM;
- Design, manufacture and installation of retail sales terminals;
- Design and implement a mobile payment application for Handi-Van payment processing with the Honolulu smart card; and
- Design and install a fare collection equipment monitoring system.

The Fare Collection Technical Support Contractor will provide technical support services during the following phases: solicitation of the Fare Collections System Design-Build-Operate-Maintain contract, procurement evaluation, design, quality control support testing during manufacturing, testing support and test script augmentation during the testing phase, implementation planning support and installation support. The Contractor shall provide sufficient qualified staff at all times to perform the fare technical compliance review, quality review support and provide technical advice in accordance with the plans and specifications and all HART established management plans, procedures and practices. The Contractor shall also provide qualified staff to perform all necessary related administrative responsibilities related to the Contract.

Indicative Listing of Tasks

1. The Contractor's tasks include, but are not limited to the following:

a. Project Management

The technical consultant PM will participate in monthly project management calls with the vendor and HART PM and will support the PM in monthly progress tracking of the Vendor.

b. Procurement Support

Technical Staff will support the preparation of responses to technical questions if required during the RFP process. Work could also include technical advice on the appropriateness of Technical Specification changes proposed by Bidders in the form of Alternative Technical Concepts and the review of the impact of non-compliance with the Technical Specification in certain parts of proposals.

c. Design Review Support

Technical Staff will review all Vendor design review submissions (Conceptual, Preliminary and Final) against the Contract Requirements Document List (CDRL) to assure design conformity with the contract. Recommendations on the impacts of deviations may also be required. Staff will also comment on the draft and final business rules document provided by HART. It is anticipated that expertise in Back Office design, customer service interfaces and IT architecture will be required as part of the design review support.

d. Testing Support

Technical staff will review and provide comment on Vendor proposed testing plans for Bus, Rail, Back Office and customer facing components of the system. In addition, technical staff will work with the HART PM to develop additional testing plans where appropriate, particularly in the areas of software testing, customer service interface testing and financial system testing.

The technical consultant will also provide quality control testing staff to witness manufacturing testing at the vendor site. This will include up to three trips for Factor Testing. Reports on findings will be delivered to the HART PM.

e. Implementation Planning

Technical staff will review and provide comment aimed at improving the effectiveness of the following materials provided by the Vendor:

- Installation plans;
- Installation schedule;
- Pilot recruitment and planning;
- Operations and maintenance training courses; and
- Manuals.

Comments should be based upon best practice and lessons learned. Technical staff will also comment on the HART provided roll out plan, which could include the phasing of existing and new fare products.

f. Installation Support

Technical staff will be available on site for three installation periods: Bus and Back End System; Interim Rail; and Full Service Rail installation. Support will include monitoring vendor provided installation plans to assure compliance and reporting findings to the HART PM on the accuracy of the equipment operations.

g. Final Acceptance

Technical staff will participate on, and support the HART PM with, the final acceptance review team evaluation at the three final acceptance periods: Bus and Back Office; Interim rail; and Full Service Rail.

APPENDIX A
EXHIBIT 2

EXHIBITS 2A, 2B, 2C, 2D (CONFIDENTIAL AND
SEALED SEPARATELY) AND 2E

HONOLULU RAIL TRANSIT PROJECT

FARE COLLECTION SYSTEM TECHNICAL SUPPORT CONTRACT

EXHIBIT 2A
COST ESTIMATE FOR CONTRACT TERM

Exhibit 2A
Schedule A

| <u>Item</u> | <u>Amount</u> | <u>Amount</u> |
|--------------------------------|----------------------|----------------------------|
| Contractor Direct Labor (1) | \$ 391,055 | |
| Contractor Overhead | \$ 410,804 | |
| Contractor Fixed Fee | <u>\$ 80,186</u> | |
| Sub-total | | \$ 882,045 |
| Subcontractor Direct Labor (1) | \$ 50,458 | |
| Subcontractor Overhead | \$ 53,007 | |
| Subcontractor Fixed Fee | <u>\$ 10,346</u> | |
| Sub-total | | \$ 113,811 |
| Other Direct Costs (2) | | <u>\$ 129,420</u> |
| Sub-total | | \$ 1,125,277 |
| GET @ 4.712% | | <u>\$ 53,023</u> |
| Total Aggregate Amount | | <u>\$ 1,178,300</u> |

- (1) Annual employee merit increases capped at 3% on pool basis.
(2) Combination of negotiated fixed unit cost and actual cost.

Honolulu Rail Transit Project

EXHIBIT 2A
OTHER DIRECT COST ESTIMATE

Exhibit 2A
Schedule B

| Direct Costs Description | Unit Cost | Quantity | Total Cost |
|-------------------------------------|------------------|-----------------|-------------------|
| Travel | \$ 3,267 | 39 | \$ 127,420 |
| CMS Licensing | \$ 2,000 | 1 | \$ 2,000 |
| | | | |
| Total | | | \$ 129,420 |

Contractor must submit a Travel Authorization Form (TAF), attached hereto as Exhibit 2E and incorporated herein by reference, to the HART Project Manager for approval prior to any travel. Travel Cost Reimbursement shall be limited to Airfare, Lodging, Ground Transportation and Per Diem and conditioned to the requirements of the TAF.

EXHIBIT 2B

COMPENSATION AND INVOICING

1. Subject to the provisions set forth in this Agreement, the Contractor will be paid on a monthly basis by HART for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, fixed fee and for all other necessary incidentals. The amount to be paid to the Contractor shall be computed as hereinafter set forth; provided that such payment shall not exceed the amount of ONE MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$1,178,300.00), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided in this Agreement. In the event the Contractor incurs costs, fees or other expenses in excess of the Total Price, adjusted as provided herein, the Contractor shall pay such excess from its own funds and HART shall not be required to pay any part of such excess and the Contractor shall have no claim against HART on account thereof.

2. Compensation for work and services shall be on a cost plus fixed fee basis but not to exceed the Total Price.

| | | |
|-------------------------|----|--------------|
| Cost: | \$ | 1,087,768.00 |
| Fixed Fee: | \$ | 90,532.00 |
| Total Aggregate Amount: | \$ | 1,178,300.00 |

Compensation shall be the sum of direct labor costs, indirect costs, subcontractor costs including other direct costs, Contractor's other direct costs, overhead, fixed fee and General Excise and Use Tax as described below. Costs to be paid are identified in the "Cost Estimate" schedule, which is attached hereto as Exhibit 2A and incorporated herein by reference, and include the following:

a. Direct Labor Costs. Direct labor costs shall be the total number of authorized hours worked on the PROJECT by each authorized employee multiplied by the employee's authorized regular hourly rate. For escalation purposes, employees' direct hourly wages may be increased using an annual escalation pool of 3%. The stated escalation rate will apply on January 1 of each succeeding year of this Contract, beginning January 1, 2016. The pooled 3% of the total labor cost for the year may be allocated according to merit and/or cost of living increases as determined by the Contractor. The supporting documentation for the annual escalation shall be submitted to HART. Employee wage increases attributed to promotion shall be approved in advance by HART. The list of employees authorized to charge to the PROJECT are named in the Fee Price Proposal, a confidential document, attached hereto as Exhibit 2D and incorporated herein by reference. Requests by the Contractor to add employees to the Contract shall be submitted in writing to HART for approval with supporting information. The request will identify the individual by name, position, primary task to be assigned, estimated hours, current raw hourly rate and the overhead rate applicable for the charges. The approved documentation of added employees shall become part of the Contract. Charges made by employees who are not on the authorized at the time the charges were incurred will not be reimbursed by HART. Employees who are no longer authorized to charge under this Contract will be removed by

Honolulu Rail Transit Project

writing submitted to HART. In no event shall overtime be billed without prior HART approval. The premium portion of approved overtime may only be billed as Other Direct Cost without any mark-up.

b. Indirect Costs. Indirect costs billed shall be the product of all authorized direct labor costs multiplied by an overhead rate. The Parties agree that the Overhead Rate shown in Exhibit 2C shall be used on a provisional basis for the purpose of invoicing until the audited rate that is based on a "Report of Independent Auditors" for the period is agreed upon by HART at which time payment for services using the provisional rate will be adjusted to the audited rate accepted by HART. The Contractor's overhead rates are to be calculated on an annual basis and will be reviewed annually and adjusted if deemed acceptable to HART. The overhead rates are to be prepared on the basis of accounting practices prescribed by Part 31, Subparts 31.1 and 31.2 of the Federal Acquisition Regulations.

c. Other Direct Costs. Except for negotiated fixed rates identified in the Contract Documents other direct costs shall be billed at cost without markup by the Contractor and shall include actual authorized expenses incurred by the Contractor for Work under the Contract that is identified in the Other Direct Costs Estimate, Exhibit 2A. Applicable ODCs shall be in accordance with OMB Circular A-87, General Principles for Determining Allowable Costs for allowable project-related expenses incurred in the performance of the Work.

d. Fixed Fee. The total negotiated fixed fee amount for the Contractor and Contractor's subcontractor is NINETY THOUSAND FIVE HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$90,532.00). Such fixed fee is included in the Total Price set forth above. It is understood and agreed that the fixed fee is only due and payable for Work which HART has given Notice to Proceed and which the Contractor has satisfactorily completed. The fixed fee will be prorated, invoiced and paid monthly in proportion to the Contractor's and subcontractor's direct labor and overhead for work satisfactorily completed. Any residual amount of the fixed fee not previously paid in the monthly payments shall be included in the final payment. In the event HART deletes Work from the Scope of Services, a proportional decrease in the fixed fee will be required.

e. Subcontractor Costs. It is agreed that HART has the right to approve any subcontractors to be utilized by the Contractor for this Contract. Subcontractor costs shall be billed to HART at cost without markup by the Contractor and shall include actual authorized cost incurred by the Contractor for Contract Work. Subcontractors listed in the Fee Price Proposal, a confidential document, attached hereto as Exhibit 2D and incorporated herein by reference, are deemed approved.

3. Payment Schedule. Each month the Contractor shall submit to HART an invoice for payment for Work completed to the end of the previous month in a form and in reasonable detail as determined by HART. Such invoices shall be for work performed subsequent to that work covered by all previously submitted invoices and shall be completed pursuant to the rates and limitations set forth hereinabove. Invoices shall be supported by adequate documentation as determined by HART and shall detail the work, charge(s) by sub- task, hours, amount and employee name for which payment is being requested, including subcontractor employees, and shall itemize, with receipts, usage logs and invoices attached, the Other Direct Costs for which reimbursement is being requested. Within thirty (30) days of receipt of an invoice and upon approval of the work satisfactorily completed and amount billed, HART will pay the invoice as approved. At no time shall the total cumulative amount paid for Work performed exceed the Total Price. A copy of invoices submitted by the authorized subcontractors identified in Exhibit 2D for which payment is requested by the Contractor shall be attached to the Contractor's invoice submitted to HART. The Contractor shall notify the HART Project Manager in writing no later than ten (10) days after incurring seventy-five percent (75 %) of the Total Price or whenever the Contractor believes the Work cannot be completed for the Total Price.

EXHIBIT 2C
OVERHEAD RATE SCHEDULE

Exhibit 2C
Schedule C

| Firm | Negotiated Initial Provisional Overhead Rate |
|-----------------------------------|---|
| CH2M HILL | 105.05% |
| Traffic Technologies | 100% |
| Four Nines Technologies | 62.39% |
| Triunity Engineering & Management | 107.55% |
| Words by Malliris (DBE) | 105.05% * |

*Firm is a one-person DBE. No audited overhead rate is available and will not be subject to audit.

EXHIBIT 2E HART TRAVEL AUTHORIZATION FORM



**HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
PROJECT TRAVEL**

TRAVEL AUTHORIZATION FORM (TAF)

NEW

AMENDED

CONTRACT NUMBER: _____ **TASK NUMBER:** _____

COMPANY: _____

NAME OF EMPLOYEE TRAVELING*: _____
* One traveler per TAF

POINT OF ORIGIN: _____ **DESTINATION:** _____

PURPOSE OF TRAVEL: _____

TRAVEL PERIOD: From ___/___/___ To ___/___/___

START DATE OF OFFICIAL BUSINESS: ___/___/___

END DATE OF OFFICIAL BUSINESS: ___/___/___

PERSONAL TRAVEL INCLUDED: ___ No ___ Yes dates: _____

PERSONAL TIME INCLUDED: ___ No ___ Yes dates: _____

ESTIMATED TOTAL COST TO PROJECT:

| | | |
|-----------------------------|-----------------|---|
| AIRFARE | \$ _____ | adjusted for non-project travel if applicable |
| TRANSPORTATION (1) | \$ _____ | to/from airports (ORIGIN) |
| TRANSPORTATION (2) | \$ _____ | to/from airports (DESTINATION) |
| HOTEL | \$ _____ | @ \$ _____ per day # of days: _____ |
| PER DIEM | \$ _____ | @ \$ _____ per day # of days: _____ |
| TOTAL ESTIMATED COST | <u>\$ _____</u> | |

EMPLOYEE / TRAVELER SIGNATURE: _____ **DATE:** _____

APPROVALS:

EMPLOYEE'S MANAGER: _____ **DATE:** _____

HART TASK MANAGER: _____ **DATE:** _____

- NOTE:** A COPY OF THE APPROVED TAF MUST BE INCLUDED IN THE INVOICE REQUESTING TRAVEL REIMBURSEMENT.
- HART REQUIRES THAT ALL EXPENSES RELATED TO THIS TAF BE BATCHED AND SUBMITTED TOGETHER. HART ALLOWS (1) REIMBURSEMENT PER TAF.
 - TRAVEL MUST BE IN ACCORDANCE WITH THE HART/C&C OF HONOLULU TRAVEL POLICY AND PROCEDURES & CONTRACT REQUIREMENTS.
 - BUNDLED TRAVEL PACKAGES ARE NOT ALLOWED AND WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
 - AMENDED TAF's ARE REQUIRED FOR CHANGES TO THE APPROVED TRAVEL PERIOD OR IF ACTUAL COSTS EXCEED ESTIMATED AMOUNTS BY 10% OR MORE.
 - PLANNED PERSONAL TIME, INCLUDING ARRIVALS THAT ARE EARLIER THAN NECESSARY OR STAYING LONGER THAN NECESSARY, MUST BE IDENTIFIED AND COST DIFFERENCES CALCULATED. FINAL COMPARISON COSTS MUST BE MADE AT THE SAME TIME AS THE TRAVEL ARRANGEMENTS AND PROVIDED WITH THE INVOICE. ANY INCREASE IN COST RESULTING FROM PLANNED PERSONAL TIME IS PAID BY THE TRAVELER. NO CREDIT FOR DECREASED COSTS.
 - AIR TRAVEL OTHER THAN ECONOMY CLASS: REIMBURSEMENT IS LIMITED TO ECONOMY CLASS AIRFARE. FINAL COMPARISON COSTS MUST BE DOCUMENTED AT THE SAME TIME AS THE TRAVEL ARRANGEMENTS ARE MADE AND PROVIDED WITH THE INVOICE. CONSIDERATION MUST BE GIVEN TO THE LOWEST REASONABLE AIRFARE INDEPENDENT OF THE CARRIER.
 - RECEIPTS ARE REQUIRED FOR AIRFARE AND TRANSPORTATION TRANSACTIONS (REGARDLESS OF AMOUNTS) TO BE ELIGIBLE FOR REIMBURSEMENT. THE ONLY EXCEPTIONS ARE BUS FARES.
 - PER DIEM RATE: PER DIEM WILL BE REIMBURSED IN ACCORDANCE WITH THE DEPARTMENT OF DEFENSE PER DIEM RATES SET FOR OUTSIDE CONTIGUOUS UNITED STATES (CONUS), NON-FOREIGN OVERSEAS AND FOREIGN AND PER CONTRACT REQUIREMENTS.
 - LODGING: REIMBURSEMENT FOR LODGING WILL BE IN ACCORDANCE WITH THE DEPARTMENT OF DEFENSE LODGING RATES SET FOR OUTSIDE CONTIGUOUS UNITED STATES (CONUS), NON-FOREIGN OVERSEAS AND FOREIGN AND PER CONTRACT REQUIREMENTS.
 - TRAVEL REIMBURSEMENTS WILL BE REVIEWED AND HART RESERVES THE RIGHT TO DENY REIMBURSEMENT FOR COSTS DEEMED EXCESSIVE AND/OR DO NOT COMPLY WITH ALL GOVERNING AUTHORITY INCLUDING CITY, STATE AND FEDERAL REQUIREMENTS.

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of CH2M HILL, INC I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

JOHN WILLIS

(Print Name)

10/14/15

(Date)

Attachment 1.7(a)

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion From Transactions Financed in Part by the U.S. Government

I, John Willis, Vice President, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that CH2M HILL, INC. ;
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in the Honolulu Authority for Rapid Transportation Project.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
Exhibit 4
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

Honolulu Rail Transit Project

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

CH2M HILL, INC.

Name of Contractor

2020 SW 4th Avenue, Suite 300

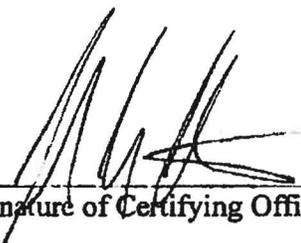
Street Address of Contractor

Portland, OR 97201

City, State, Zip

(503) 872-4437

Telephone Number of Contractor



Signature of Certifying Officer

(Note: The above certification merely certifies that an Offeror and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)

~~EXHIBIT 3~~ EXHIBIT 5

Attachment 1.7(b)

CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation and resulting contract by any federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Curtis Pierce

Typed or Printed Name

Four Nines Technologies

Company Name

April 24, 2015

Date

Honolulu Rail Transit Project

~~EXHIBIT 3~~ EXHIBIT 5

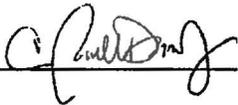
Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation and resulting contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June :

Signed



C Russell Deason, Jr
Typed or Printed Name

Triunity Engineering & Management, Inc.
Company Name

April 24, 2015
Date

Fare Collections System Technical Support Contract

~~EXHIBIT 3~~ EXHIBIT 5

Attachment 1.7(b)

CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation and resulting contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Stan Weiss _____

Signed

Stanley Weiss _____

Typed or Printed Name

Traffic Technologies _____

Company Name

April 24, 2015 _____

Date

~~EXHIBIT 3~~ EXHIBIT 5

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation and resulting contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Liz A. Malliris

Signed

LIZ A. MALLIRIS

Typed or Printed Name

Words by Malliris

Company Name

4/24/15

Date

~~EXHIBIT 1~~ EXHIBIT 6

Attachment 1.9
CERTIFICATION REGARDING LOBBYING

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

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to

any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) **If any funds other than Federal appropriated funds have been paid or will be paid to any person for**

making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

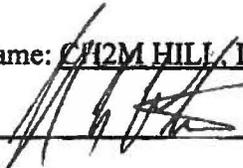
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Honolulu Rail Transit Project

The CONTRACTOR, CH2M HILL, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: CH2M HILL, INC.

Signature: 

Print Name: John Willis

Title: Vice President

Date: APRIL 23, 2015

NOTE: THE CONTRACTOR IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYNG CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7

HONOLULU RAIL TRANSIT PROJECT

**FARE COLLECTION SYSTEM TECHNICAL SUPPORT CONTRACT
PROFESSIONAL SERVICES CONTRACT**

FEDERAL REQUIREMENTS

Table Of Contents

1.0 General..... 1

1.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES..... 1

1.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS..... 1

1.3 ACCESS TO RECORDS AND REPORTS 1

1.4 FEDERAL CHANGES..... 2

1.5 CIVIL RIGHTS REQUIREMENTS..... 2

1.6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)..... 3

1.7 VETERANS EMPLOYMENT 4

1.8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT) 4

1.9 LOBBYING..... 5

1.10 CLEAN AIR REQUIREMENTS..... 5

1.11 CLEAN WATER REQUIREMENTS 5

1.12 FLY AMERICA REQUIREMENTS..... 5

1.13 ENERGY CONSERVATION REQUIREMENTS..... 6

1.14 RECYCLED PRODUCTS 6

1.15 ADA ACCESS..... 6

1.16 SEISMIC SAFETY..... 6

1.17 TEXT MESSAGING WHILE DRIVING..... 6

1.18 SENSITIVE SECURITY INFORMATION 7

1.19 INCORPORATION OF FTA TERMS..... 7

Attachment 1.6 a) - DBE PARTICIPATION REPORT

Attachment 1.6 b) - FINAL REPORT DBE PARTICIPATION

INSTRUCTIONS FOR COMPLETION OF THE FINAL REPORT OF DBE PARTICIPATION

FEDERAL REQUIREMENTS

1.0 GENERAL

The CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date signed may be modified from time to time. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Agreement at any particular point in time, except if HART issues a written determination otherwise. To achieve compliance with changing Federal requirements, the CONTRACTOR agrees to include notice in each subcontract that Federal requirements may change and that the changed requirements will apply to the subcontract as required.

1.1 No Government Obligation to Third Parties

(a) HART and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to HART, the CONTRACTOR, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

(b) The CONTRACTOR agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2 Program Fraud and False or Fraudulent Statements and Related Acts

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR shall include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3 Access to Records and Reports

(a) The CONTRACTOR shall provide HART, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and

records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall, pursuant to 49 C.F.R. § 633.17, provide the FTA Administrator or his authorized representatives, including any Project Management Oversight Contractor, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

(b) The CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The CONTRACTOR shall maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the CONTRACTOR shall maintain the same until HART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.4 Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement.

1.5 Civil Rights Requirements

The CONTRACTOR shall comply with the following requirements and include the following requirements in each subcontract, modified only if necessary to identify the affected parties:

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Agreement:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR shall comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(4) Access for Individuals with Disabilities. The CONTRACTOR shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

1.6 Disadvantaged Business Enterprises (DBE)

(a) DBE Assurances. The CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as HART deems appropriate.

The above paragraph shall be included in each subcontract the CONTRACTOR signs with a subcontractor.

(b) Prompt Payment. The CONTRACTOR shall pay all subcontractors (DBEs and non-DBEs) for satisfactory performance of their subcontracts no later than ten (10) days from receipt of payment by HART. Full and prompt payment by the CONTRACTOR to all subcontractors shall include retainage, if applicable.

(c) DBE Goal. HART has established an overall DBE goal of 13.00% for the duration of this agreement and a separate contract goal has not been established for this procurement. DBE firms and small businesses shall have an equal opportunity to participate in the agreement. The CONTRACTOR shall adhere to the following requirements:

(1) Take affirmative steps to use as many of the race-neutral means of achieving DBE participation identified at 49 C.F.R. § 26.51(b) as practicable to afford opportunities to DBEs to participate in the Agreement. A race-neutral measure is one that is, or can be, used to assist all small businesses.

(2) A DBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work; and

(3) A DBE firm must be certified by the Hawai'i State Department of Transportation before its participation is reportable under paragraph (d) below;

(d) Reports to HART. The CONTRACTOR shall report its DBE participation obtained through race-neutral means throughout the period of performance. The CONTRACTOR shall submit the "DBE PARTICIPATION REPORT" reflecting payments made by the CONTRACTOR to DBE subcontractors. Payments to the CONTRACTOR will not be processed if the DBE PARTICIPATION REPORT is not properly completed and attached. The DBE PARTICIPATION REPORT shall be prepared in the format set forth in ATTACHMENT 1.6 a) to this Exhibit.

(e) Records. On request, the CONTRACTOR shall make available for inspection, and assure that its subcontractors make available for inspection:

- (1) Records of prompt payments made in accordance with Section 1.6(b), above;
- (2) The names and addresses of DBE subcontractors, vendors, and suppliers under this Agreement;
- (3) The dollar amount and nature of work of each DBE subcontractor;
- (4) The social/economic disadvantaged category of the DBE firms, i.e. Black American, Hispanic American, Native American, Subcontinent Asian American, Asian Pacific American, Non-Minority Women, or Other; and
- (5) Other related materials and information.

(f) The CONTRACTOR shall promptly notify HART, whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work. The CONTRACTOR shall also promptly notify HART of a DBE subcontractor's inability or unwillingness to perform and provide reasonable documentation.

1.7 Veterans Employment

As provided by 49 U.S.C. §5324(k), to the extent practicable, the CONTRACTOR agrees and assures that its subcontractors: (1) will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. Chapter 53; and (2) will not give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

1.8 Government-Wide Debarment and Suspension (Non-procurement)

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. § 180.220(b) and 2 C.F.R. § 1200.220. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 2 C.F.R. § 180.995, or affiliates, as defined at 2 C.F.R. § 180.905, are excluded or disqualified as defined at 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935.

(b) The CONTRACTOR is required to comply with 2 C.F.R. § 180, Subpart C, as supplemented by 2 C.F.R. § 1200, Subpart C, and must include the requirement to comply with 2 C.F.R. § 180, Subpart C, as supplemented by 2 C.F.R. § 1200, Subpart C, in any lower tier covered transaction equal to or exceeding

\$25,000 it enters into. By signing the Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by HART. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to HART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. § 180, Subpart C, as supplemented by 2 C.F.R. § 1200, Subpart C, throughout the Agreement period. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions equal to or exceeding \$25,000.

1.9 Lobbying

The "CERTIFICATION REGARDING LOBBYING," as executed by the CONTRACTOR in Exhibit 7 of the Special Provisions is incorporated herein by reference. The CONTRACTOR and its subcontractors at every tier shall comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, which requires that no Federal appropriated funds shall be used to pay any person or organization 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 obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Agreement, grant, or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to HART.

1.10 Clean Air Requirements

(a) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR shall report each violation to HART and understands and agrees that HART will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(b) The CONTRACTOR shall include the above clause in each subcontract exceeding \$100,000.

1.11 Clean Water Requirements

(a) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The CONTRACTOR shall report each violation to HART and understands and agrees that HART will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(b) The CONTRACTOR shall include the above clause in each subcontract exceeding \$100,000.

1.12 Fly America Requirements

(a) The CONTRACTOR shall comply with 49 U.S.C. § 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. Parts 301-10, which provide that HART and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

(b) The CONTRACTOR shall include the requirements of this section in all subcontracts that may involve international air transportation.

1.13 Energy Conservation Requirements

(a) The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(b) The CONTRACTOR shall include the above clause in each subcontract at every tier. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.14 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

1.15 ADA Access

The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the CONTRACTOR agrees to comply with all applicable implementing Federal regulations and directives and any subsequent amendments thereto.

1.16 Seismic Safety

The CONTRACTOR shall ensure that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the U.S. Department of Transportation's Seismic Safety Regulations (49 C.F.R. Part 41) and shall certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

1.17 Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and U.S. DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the CONTRACTOR is encouraged to comply with the terms of the following:

(a) Definitions.

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other

electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) Safety. The CONTRACTOR is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(i) CONTRACTOR-owned or CONTRACTOR-rented vehicles or Government-owned, leased or rented vehicles;

(ii) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(iii) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the CONTRACTOR's size, such as:

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with text messaging while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision and include this clause in each subagreement, lease, and subcontract at each tier financed with Federal assistance provided by the Federal Government.

1.18 Sensitive Security Information

The CONTRACTOR, as a third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

1.19 Incorporation of FTA Terms

(a) The Special Provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of the FTA terms and conditions.

(b) The CONTRACTOR shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ATTACHMENT 1.6 a) – DBE PARTICIPATION REPORT

| DBE PARTICIPATION REPORT | | | | |
|---|--|---|-----------------|-----------------------|
| This report shall be submitted with each invoice as a condition of payment under this Contract. | | | | |
| Project Name: | | | | |
| Contract No: | | Consultant Name: | | |
| Federal ID No.: (OWP WE #, FTA Grant #, FHWA Project #) | | Contract Amount (including amendments): | \$ | |
| Period Covered By This Report: | Current (Invoice # _____) | | Total to Date | |
| | To | | | |
| Total Invoice Amount | (A) \$ | | (B) \$ | |
| Payment Requested: | DBE? (Yes/No) DBE Code (if "Yes") | Prior Amount* | Current Amount* | Total Amount to Date* |
| Prime Consultant | | \$ | \$ | \$ |
| Subcontractors (attach additional sheets as needed): | | | | |
| Name: Type of Work: | | \$ | \$ | \$ |
| Name: Type of Work: | | \$ | \$ | \$ |
| Name: Type of Work: | | \$ | \$ | \$ |
| Name: Type of Work: | | \$ | \$ | \$ |
| TOTALS | | \$ | \$ | (C) \$ |
| DBE Participation to Date (C/B) | | % | | |

****Insert dollar amounts for DBEs only***

ATTACHMENT 1.6 a) – DBE PARTICIPATION REPORT

Acknowledgment of Prompt Payments by Contractors to Subcontractors:

As a duly authorized representative of the company I fully understand and testify that our company has complied with the following prompt payment by Contractors to subcontractors, terms and conditions.

- 1) Any money paid to Contractor for work performed by a subcontractor shall be disbursed to the subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.
- 2) Upon final payment to Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

Printed Name and Title

Signature

Date

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

This report must be submitted by the Consultant with the final invoice or request for payment under this contract.

Project Title: _____

Consultant Name: _____

Project No.: _____ Contract No.: _____

Period Covered by this Report: _____

Contract Amount (including amendments): \$ _____

Final Payment Amount: \$ _____ Invoice No.: _____

Total Payment to DBE: \$ _____

| All Subcontractors (DBE and non-DBE) & DBE Suppliers or Manufacturers | Type of Service or Materials Provided | Subcontract Amount |
|---|---------------------------------------|--------------------|
| Name Address Telephone No. | | |

Add additional sheets as necessary.

Signature

Print Name & Title

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

Acknowledgment of Prompt Payments by Contractors to Subcontractors:

As a duly authorized representative of the company I fully understand and testify that our company has complied with the following prompt payment by Contractors to subcontractors, terms and conditions.

- 1) Any money paid to Contractor for work performed by a subcontractor shall be disbursed to the subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.
- 2) Upon final payment to Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

Printed Name and Title

Signature

Date

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

Instructions for completing the final report of DBE participation:

All subcontractors, suppliers and manufacturers should be listed on the FINAL REPORT OF DBE PARTICIPATION in the same order as listed in the proposal.

| | |
|---|---|
| Project Title: | Self Explanatory |
| Project No.: | Self Explanatory |
| Period Covered by this Report: | Same period as invoice period |
| Consultant Name: | Self-Explanatory |
| Consultant No: | Self-Explanatory |
| Contract Amount (including amendments): | Less Mobilization, Force Account Items and Allowance Items Amendments should be listed separately with an explanation of how it was allocated to DBEs and non-DBEs |
| Invoice No.: | Self-Explanatory |
| Final Payment Amount: | Self-Explanatory |
| Total Payment to DBE | Total \$ amount paid to DBE |
| Acknowledgement of Prompt Payment | Self-Explanatory |