HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
PURCHASE ORDER #PO-HRT-2000240
This Purchase Order is subject to General Terms and Conditions dated 07/02/2013.

Awarded Vendor
HAWAIIAN ELECTRIC COMPANY, INC.
P O BOX 2750
HONOLULU, HI 96840

Vendor Code [City internal use only]: 109981

Vendor Instructions
1) Display Purchase Order # and Vendor Code on all invoices.
2) All deliveries must be accompanied by delivery tags.
3) Submit invoice in triplicate and monthly statements to "Bill To" address below.
4) Unless otherwise specified, all shipments are FOB Destination.
5) Unless otherwise specified, prices include all applicable taxes.

Award Summary:
Hawaiian Electric Company Power Quality Monitoring

Delivery To:
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ADMINISTRATION
1099 ALAKEA ST, ALII PLACE SUITE 1700
HONOLULU, HI 96813

Shipping Code [City internal use only]: HRT01

Bill To:
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ADMINISTRATION
1099 ALAKEA ST, ALII PLACE SUITE 1700
HONOLULU, HI 96813

Billing Code [City internal use only]: HRT03

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In accordance with HAR 3-122-81 Pre-Approved Sole Source No. 2

TOTAL SUM AMOUNT
$18,373.00

Approved:

Andrew S. Robbins
HART Executive Director & CEO
Hawaiian Electric shall monitor the power quality impacts (e.g., voltage, harmonics, and flicker) resulting from HART’s train operations by installing and utilizing power quality monitors near HART’s traction power substations (“TPSS”) at West Loch (TPSS #5), Waipahu (TPSS #8), and Pearl Highlands (TPSS #10) over a 12-hour period (the “Work”). Each of the three TPSSs to be tested will have one “PQube,” or similar, power quality monitor at the Point of Interconnection (POI), and two “Boomerang,” or similar, power quality monitors along the downstream circuit, for a total of nine power quality monitors. The Work was performed at TPSS #5 and TPSS #8 on December 12, 2019, and will be performed at TPSS #10 in or around Q2’20, on a date to be mutually agreed upon by Hawaiian Electric and HART. Hawaiian Electric shall provide to HART all data collected in performance of the Work.

HART shall reimburse Hawaiian Electric for all actual, allowable, allocable, and reasonable costs (“Reasonable Actual Costs”) incurred in performing and completing the Work, in an amount not to exceed $15,706.80. Reasonable Actual Costs may include, but are not limited to, actual labor costs, including overhead costs, and taxes. No profit is allowed.

Invoice(s) for payment shall include a summary of all Reasonable Actual Costs, a detailed statement of Reasonable Actual Costs which are to be itemized with detailed descriptions of the services completed, and include supporting documentation mutually and reasonably agreed to by HART and Hawaiian Electric.
1. **ISSUANCE OF PURCHASE ORDER.** A written purchase order mailed or otherwise furnished to the vendor (or otherwise referred to as "contractor") shall result in a binding contract between the parties without further action by the vendor or the Honolulu Authority for Rapid Transportation (HART). By invoicing and accepting payment, the Vendor agrees to comply with the Purchase Order Terms and Conditions contained herein and incorporated by this reference.

2. **CONTRACT, REQUEST FOR QUOTATION, REQUIREMENTS, DETAILED SPECIFICATIONS, SPECIAL PROVISIONS, PLANS OR EXHIBITS.** Whenever separate contracts, requests for quotation, requirements, detailed specifications, special provisions, plans, appendices or exhibits are referred to or attached hereto, they shall be considered a part of the purchase order as if contained herein. Said contract, request for quotation, requirements, detailed specifications, special provisions, plans, appendices or exhibits shall govern should they conflict with these terms and conditions.

3. **INTERPRETATION.** In case of any doubt as to the meaning of any provision contained in the contract, the interpretation by the Chief Procurement Officer shall control. All directions and explanations required or necessary to complete the contract shall be formulated by the Chief Procurement Officer or his/her designee. [3-122-7, HAR]

4. **TIME AND PLACE OF DELIVERY.** The service, material or goods shall be performed, completed or delivered on or before the due date specified by HART. Should job completion or delivery of goods or services be delayed on account of any act or omission on the part of HART, extraordinary inclement weather, fire, other extraordinary reasons for which the vendor is not responsible and has no control, or by any other circumstances for which the vendor has no control, the due date for such performance may be extended by the Procurement Officer. The Procurement Officer shall be the final judge for extending the due date of any contract, provided that written application for an extension of time is filed by the vendor with the Procurement Officer before the expiration of the due date or before the expiration of any extended time limit. Such extension, if granted, shall not be deemed a waiver of the right to terminate the contract for other or additional delays not covered by the specific terms of such extension(s). The vendor shall furnish the services and/or deliver the material or goods at such particular location designated and in the manner directed by the Procurement Officer. [3-126-17, HAR]

5. **QUALITY OF MATERIAL.** The materials or items furnished and delivered shall be new and of the best quality of its kind, and shall be goods of recognized manufacturers, unless otherwise specified in the specifications, special provisions, or other section of the contract. [48 CFR 52.211-3]

6. **LIABILITY OF VENDOR.** The liability of the vendor shall not cease when acceptance is made of the service, material or goods covered by the contract, but shall continue as provided by any terms of the contract and by law. Any material or goods which are found to be damaged or defective within the warranty period shall be immediately removed by the vendor and replaced with a like material or goods in perfect condition. In addition, the vendor shall indemnify, hold harmless and defend HART, the City and County of Honolulu, and all their officers, employees, agents and representatives from all suits, actions, claims, damages, and judgments of any character that may be brought against HART by whomsoever, on account of any injuries or damages sustained by any person and property, due to the negligent acts or omissions by the vendor, or any of its officers, employees or representatives, in the performance of the contract. [Section 7, AG]

7. **PATENTED ARTICLE.** The vendor shall hold and defend HART, the City and County of Honolulu, and all their officers, agents, servants and employees harmless against all claims arising from intellectual infringement by the vendor, including the use of any patented article, patented process, or patented appliance used in connection with the contract. Any royalties due or becoming due for the use of any patented article or process shall be paid by the vendor and considered to be included in the purchase order price. [Title 35, U.S.C.] [Section 33, AG]

8. **TERMINATION FOR DEFAULT.** If the vendor refuses or fails to perform any of the provisions of this contract, or fails to cure the non-performance, the Procurement Officer may terminate the contract and procure similar goods or services with another provider. The vendor shall be liable for excess costs incurred in procuring the similar goods or services. If applicable, the vendor may also be assessed liquidated damages. Any dispute arising under or out of the contract is subject to Chapter 3-126, Hawaii Administrative Rules (HAR). [3-125-17, HAR]

9. **TERMINATION FOR CONVENIENCE.** When the interests of HART so require, the contract may be terminated, in whole or in part, for the convenience of HART. Written notice shall be given to the vendor specifying the part of the contract terminated and when termination becomes effective. The vendor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination will stop work to the extent specified. Compensation due the vendor shall be in accordance with Chapter 103D, Hawaii Revised Statutes (HRS), and Chapter 3-125, HAR.

10. **BREACH OF CONTRACT.** In the event of any breach of the terms of the contract by the vendor, HART shall have in addition to any other recourse, the right to terminate the contract or cancel the purchase order without service of notice or resort to legal process and without any legal liability on its part. [3-126-28, HAR]

11. **ASSIGNING AND SUBLetting.** The vendor shall not assign or sublet the whole or any part of the work to be performed or items to be delivered without written consent from the Chief Procurement Officer. The assignment or subletting shall not, under any circumstances, relieve the vendor and shall be subject to the provisions thereof. [Section 6, AG]

12. **ASSIGNMENT OF MONEY DUE OR PAYABLE.** No assignment of money due or to become due to a vendor on any HART contract shall be made without prior written consent of the Chief Procurement Officer. [3-125-14, HAR]

13. **PAYMENTS.** Payments will be authorized by the Chief Procurement Officer after completion of performance or delivery and acceptance by HART of all materials, goods, and services stipulated in the contract or purchase order and after the invoices are received by HART. Payments will be made as soon thereafter as the regular course of business will allow. [103-15, HRS] [BFS Policies and Procedures Manual Index Code 0.11] [Section 17, AG, A-002-15]

14. **CHANGE ORDERS AND MODIFICATIONS.** The vendor will not undertake to perform any portion of the contract work affected by changes until authorized by the Procurement Officer or his/her designee in writing or until a change order or modification has been approved and issued. [3-125-2, HAR]

15. **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS.** The vendor shall make prompt payment to all subcontractors and suppliers as required by law. [3-125-23, HAR]

16. **SEXUAL HARASSMENT POLICY/WORKPLACE VIOLENCE POLICY.** The vendor shall constitute its pledge and acceptance of the provisions for the sexual harassment policy as required by Revised Ordinances of Honolulu (ROH), Chapter 1, Article 18.

17. **CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS.** The vendor should be familiar with applicable provisions of Section 11-355, HRS.

18. **WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTORS PERFORMING SERVICES.** The vendor shall certify compliance with the requirements of Section 103-55, HRS, as applicable, to perform services in excess of $25,000.
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<th>WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS. The vendor shall comply with the requirements of Chapter 104, HRS, for every public works construction project over $2,000.</th>
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<td>TAX CLEARANCE. The vendor shall comply with the requirements of Sections 103-33 and 103D-328, HRS.</td>
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<td>21.</td>
<td>ENERGY STAR PRODUCTS. If applicable, the vendor shall comply with the requirements of ROH, Chapter 2, Article 35.</td>
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<td>22.</td>
<td>STATUTORY OR ORDINANCE REQUIREMENTS. The vendor should be familiar with applicable provisions of Chapters 103 and 103D, HRS, as amended; Title 3, HAR; City Charter, as revised; and Revised Ordinances of Honolulu, as amended.</td>
</tr>
<tr>
<td>23.</td>
<td>FEDERAL FUNDING. Portions of the work in this project may be funded with Federal assistance. The Vendor is to comply with applicable Federal Transit Administration (FTA) Federal Requirements, attached and incorporated to this Purchase Order as Appendix A, Attachment 1.6 a (DBE Participation Report), and 1.6 b (Final Report of DBE Participation).</td>
</tr>
</tbody>
</table>
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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 a 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(l) 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 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 HART 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 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. 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.
1.12 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.

1.13 [BLANK]

1.14 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.

1.15 [BLANK]

1.16 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 DOT Order 3902.10, Text Messaging While 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.

1.17 [BLANK]

1.18 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.
# HART DBE PARTICIPATION REPORT

**Contract Name:**

**Contract No:**

**Federal ID No:**

**Contractor Name:**

**Contract Amount:** $

## Current Period Covered by This Report

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</table>

## Totals

| Totals | $     | $     | $     | $     |

**DBE Participation to Date**

\[
\text{Total DBE Paid to Date} \div \text{Total Paid to Date} = \%
\]

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.

<table>
<thead>
<tr>
<th>Printed Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

(5/15/19)
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: $ __________________

<table>
<thead>
<tr>
<th>All Subcontractors (DBE and non-DBE) &amp; DBE Suppliers or Manufacturers</th>
<th>Type of Service or Materials Provided</th>
<th>Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
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<td>Telephone No.</td>
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</tbody>
</table>

Add additional sheets as necessary.

__________________________
Signature

__________________________
Print Name & Title
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