

Inter-County Public Transportation
Authority's

Perquimans Outpost Transit Facility

Request for Qualifications

Key Dates

RFQ reissued: 5/28/2026

Submittals Due 7/23/2026

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I. INTRODUCTION

Albemarle Regional Health Services d/b/a Inter-County Public Transportation Authority (ICPTA), is issuing this Request for Qualifications (**RFQ**) to firms interested in performing professional Architectural and Engineering (**A&E**) Design Services and construction services to design and construct the ARHS-ICPTA Perquimans Outpost Facility, (hereinafter referred to as "**Project**").

ICPTA is utilizing the Design-Build method of project delivery for the Perquimans County Outpost, which will be constructed in Perquimans County, NC. ICPTA is issuing this Request for Qualification ("**RFQ**") for the stated purpose and to ensure that the stakeholders of ICPTA receive the highest quality facility. ICPTA wishes to implement an approach that integrates people, systems, and practices into a process that collaboratively employs the expertise, creativity, and insights of all participants to maximize efficiency through design and construction, optimize project results, and deliver the best value to the transit community.

This RFQ provides instructions to the prospective Design-Build Contractor (hereinafter referred to as "**DBC**") regarding the Project requirements. For purposes of this solicitation, DBC is defined as the entity that will be awarded a contract for the complete design and construction of the Project, and all of its key design and subcontractor members shall be either pre-qualified or added later, per the terms of the contract documents. Federal, and State requirements mandate this Project will comply with the requirements of the North Carolina Public Contract Code and other provisions of State and Federal laws applicable to this Project. Nothing in this RFQ is intended nor should be interpreted as contravening the provisions of these codes and laws. DBC shall be fully knowledgeable of, and shall comply with, the provisions of Federal, State, City and County laws, rules and regulations applicable to this Project.

ICPTA Background

The intent of ICPTA is to provide high quality transportation services to the people who live in or visit the five counties ICPTA serves: Pasquotank, Perquimans, Camden, Chowan and Currituck.

ICPTA is a rural transportation provider, open to the General Public, which provides travel to or from service providers, community resources and/or other designated areas. ICPTA's fleet of buses are equipped with special features to transport handicapped, elderly and general public clients. For instance, vehicles are designed for easy boarding and off-loading for passengers who need assistance. In addition, vehicles are equipped with wheelchair lifts for easy and safe loading and off- loading. An important part of ICPTA's service is the timely delivery of passengers to their destinations. This

enhances the program's reliability and trust with contracted agencies and the public. Drivers are required to participate in driver training, on-the-job training, client sensitivity training, emergency operating training, and periodic safety meetings. Hours of operation are from 4:30 am – 7:30 pm, Monday through Friday.

ICPTA is funded by the Federal Transit Administration, the State of North Carolina and locally from Chowan, Perquimans, Pasquotank, Camden and Currituck counties.

Perquimans Outpost Facility Project

A new Outpost Facility located in Perquimans County will increase ICPTA's efficiency in serving the public's transportation needs and overall reduce current financial inefficiencies created by the following:

- Vehicles deadheading to the western part of our service area.
- Allowing vehicles in the western part of our service area the ability to fuel with environmentally friendly propane instead of gasoline.
- Provide a secure location to access vehicles, tablets and transportation supplies in the western part of our service area.
- Creating a landmark identity for ICPTA in Perquimans County.

Federal, State and Locally Funding have been secured for this project.

This is a Federally assisted construction project and Federal labor standards, including prevailing wage requirements of the Davis-Bacon Act and related acts, will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

ICPTA hereby ensures that no person or agency will be discriminated against on the basis of race, color, religion, ethnic or national origin, sex, or on the basis of age or with respect to an otherwise qualified handicap, in accordance with the Civil Rights Act of 1964, Title VI and Title I of the Housing and Community Development Act of 1974, Section 109 as amended, in any consideration leading to the award of the contract.

Facility for this RFQ

This will be a new facility constructed to meet the immediate needs of ICPTA's service area.

The starting point for this Project will be a review of plans and evaluations that identify building and facility components which meet current industry and/or code requirements. Priorities for this Project will be developed by the ICPTA and a programming phase will be used to establish priorities based on the funding available for the Project and the needs of ICPTA and the community

This project shall include the following:

A 2,500 square-foot, Operations Center 50% will include office space, break room, two ADA restrooms and amenities; 50% will be a shop for minor maintenance and supply storage. A small garage/storage area off the side of the maintenance shop to store an air compressor and oil tank. This facility will have a transport-sized auto-gas propane fueling station for ICPTA vehicles, a well-lit asphalt parking lot large enough to store 20 transit vehicles, secure fencing around all ICPTA vehicle storage areas and a security system with cameras. A comparison of the entire facility being equipped with HVAC versus just the office space should be made for final decision as well as a generator capable of powering the entire facility.

II. GENERAL INSTRUCTIONS AND SPECIAL REQUIREMENTS

Required Services

The selected DBC, and its sub-consultants, shall be responsible for the performance of a full range of Design and Construction Administration services to include, but not limited to:

- Evaluation and confirmation of previous facility evaluations
- Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this RFQ.

Design disciplines anticipated to be engaged by the DBC during this Project for the provision of specific work products are described below:

- **Architectural and Interior Design**
- **Civil Engineering**
- **Fire Protection**
- **Geotechnical Design**
- **Structural Engineering**
- **HVAC/Mechanical Engineering and Energy**
- **Plumbing Engineering**
- **Electrical Engineering**
- **Landscape Design**
- **Propane Fueling Station Design and Engineering**

All services provided will be in accordance with FTA, NCDOT, North Carolina, Perquimans County, and other authoritative guidelines and regulations. The selected firm shall have proven familiarity and experience that includes the Design, Project Management and Construction Administration of similar facilities. The selected firm also

must have prior Design and Project Management experience working with FTA on transportation projects, as well as demonstrated knowledge of FTA and local guidelines and regulations. The selected firm also must employ professionals licensed in the State of North Carolina to perform services and seal drawings.

Qualification Statement Submittal

Statements setting forth Qualifications or Statement of Qualifications (SOQs) will be received by ICPTA at its office located at 110A Kitty Hawk Lane, Elizabeth City, NC 27909, until **2:00 p.m. on 7/23/2026**.

Submissions will be provided in three hard copies and one flash drive in PDF format.

Submissions will be valid for 180 days from the date listed above.

The Qualifications submittals should be addressed to Mr. Cody Copeland, Director of Transportation.

ANY SUBMITTAL OF QUALIFICATIONS DELIVERED TO ICPTA AFTER THE TIME SPECIFIED WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE PROPOSER UNOPENED.

Inquiries/No Contacts

Mr. Cody Copeland, Director of Transportation is the contact for this Project. Should an interested firm/team have questions about the project, please forward those inquiries in writing to Mr. Copeland by mail at 110A Kitty Hawk Lane, Elizabeth City, NC 27909 or by email to cody.copeland@arhs-nc.org . Communication via e-mail will also be considered a written inquiry. All written questions must be received by **6/25/2025** . Every effort will be made to respond to all questions by Close of Business, **6/25/2025 4:00PM** . ANY VERBAL COMMUNICATION BETWEEN ANY INTERESTED FIRM AND ANY REPRESENTATIVE OF THE ICPTA RELATED TO THIS PROJECT IS NOT OFFICIAL AND WILL NOT BIND OR COMMIT ICPTA IN ANY RESPECT BEFORE, DURING OR FOLLOWING THE AWARD OF ANY CONTRACT.

It is the responsibility of each interested firm to examine the entire RFQ, seek clarifications in writing, and review its qualifications submittal for accuracy. Except for the submission of questions, submitting firms shall not contact any members or employees of ICPTA regarding any aspect of this solicitation until after the award of contract. Contact with any of the above-mentioned individuals or entities may be grounds for elimination of your firm's submittal.

Insurance, Bonding

The successful DBC shall carry and maintain the insurance specified below for the duration of any contract, and any supplements thereto, the insurance specified below. At the time of contract negotiations, the DBC will be expected to submit to ICPTA a certificate of insurance indicating the existence of the required coverage. Should evidence of insurance coverage not be provided by at the time of contract negotiations, ICPTA has and maintains the right to consider the firm's submittal non-responsive and terminate contract negotiations. The selected firm/team also shall ensure that insurance shall be provided by or on behalf of all its sub-consultants who perform services under this contract and are included in all subcontracts.

The DBC shall provide and maintain at their cost, the following minimum insurance:

- Errors and Omissions coverage with minimum limits of \$1,000,000 per occurrence.

- Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If DBC is a limited liability company, the commercial general liability coverage shall be amended so that Firm and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

- Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If the DBC does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, DBC shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

- Worker's Compensation coverage to the statutory limits of the State of North Carolina.

- General Liability limit of \$1,000,000 per occurrence.

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Evidence of Insurance

A minimum of ten (10) calendar days prior to ICPTA's consideration of award of the contract, Firm shall furnish a certificate of insurance and all original endorsements evidencing and effecting the coverages required. The certificate of insurance and all original endorsements evidencing and affecting the coverages required under this Section must receive approval from ICPTA's Director a minimum of five (5) calendar days prior to ICPTA's consideration of the award of the contract. Any endorsements are subject to ICPTA's approval. DBC may provide complete, certified copies of all required

insurance policies to ICPTA. DBC shall maintain current endorsements on file with ICPTA's Director. DBC shall provide proof to ICPTA's Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Firm shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

Subcontractor Insurance Requirements

Firm shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

Bonding

Firm awarded a contract for this Project, shall obtain a Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, excluding design services and errors and omission insurance for all design/architectural services, and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount, excluding design services and errors and omission insurance for all design/architectural services. These bonds shall be secured from a surety company or companies satisfactory to ICPTA within five (5) calendar days of the contract award. The Payment Bond shall remain in full force and effect for the period specified in the attached form of bond. The Performance Bond shall remain in full force and effect for as long as the Awarded Firm has obligations under the contract documents. The Bonds must comply with all conditions regarding bonds detailed in the Design-Build Agreement for this Project and the Design-Build General Conditions. The cost of the bonds shall be deemed included in the proposer's costs.

It is the DBC's prerogative to purchase bonds for subcontracted work, and this cost must be provided for within Firm's Overhead and Profit percentage. Fees for subcontractor bonds will not be allowed to be included with the Direct Cost of the Work.

Prohibited Interests

No member, officer, or employee of the ICPTA or of the State of North Carolina, the governing bodies of the ICPTA, State of North Carolina, and/or member of, delegate to, the Congress of the United States shall, during his/her tenure, or for one year thereafter, have either a direct or an indirect interest in the contract awarded on this project or the proceeds thereof.

Requirements by Law

The procurement of the Architectural/Engineering Design services described herein are guided by the Brooks Act. The following procedures are required by that Act:

1. The qualifications of all interested offerors will be evaluated;

2. Price will be excluded as a factor in the evaluation process;
3. Negotiations for a contract to perform the requested services will be conducted with only the most qualified offeror; and
4. If price or other contract terms cannot be agreed with the offeror which initially is deemed most qualified, negotiations will then be conducted with the offeror(s) who have been evaluated as the next most qualified until a contract award is made.

Selection / Evaluation Criteria

The following criteria will be used by the Selection Committee which evaluates the submittals. Your submittal of Qualifications should address at least the following areas, as these are necessary to conduct the evaluation:

1. DBC Qualifications and Experience (20 points)
 - a. Technical experience in performing work of a similar nature
 - DBC's experience with the design of Transit and Propane Fueling Facilities funded by the FTA.
 - DBC's experience in permitting, design, fabrication, materials, construction, installation, commissioning support, start-up, and testing associated with the construction of a new facility funded by the FTA.
 - DBC's experience in Project Management and Construction Administration of Transit facilities of similar size and scope.
 - DBC's knowledge of the Local, North Carolina and Federal guidelines and requirements (**This is a Federal Transit Administration (FTA) Funded Project**).

The respondent should demonstrate experience in the prior delivery of other similar projects and facilities. Please provide a list of your previous similar projects, arranging the information for each project in a manner that addresses the following:

1. *Name of Facility and Project Scope*

This should include the name, location, and client for design and construction phase and facility operator.

Identify the portion of the project that was funded through FTA and the role your firm played in the delivery of the project (A/E, program management, construction management, etc.) and whether your firm was the prime/lead firm or a sub-consultant.

2. Description and Location of Facility

This should include the overall project site area and gross building area.

3. Program Schedule

This should include: Pre-Design, Design, Construction, and Close Out. This does not need to be a detailed schedule but should reference the overall duration of each phase.

4. Project Implementation

This should be a brief account of how the project was delivered, including any challenges and how you addressed them.

- b. References
- c. Financial conditions and stability of the firm.

2. Project Management and Control (15 points)

- a. Demonstrated capability to perform the work on schedule.
- b. Past performance on similar projects including quality of work, and ability to meet schedules.
- c. Methods used to prevent delays.
- d. Quality Control and Assurance Program – describe in detail the firm's approach to quality control and assurance and explain how it will apply to this project.
- e. Project Schedule that shows major milestones, deliverable dates and completion dates. The timeline should be shown in weeks following the Notice to Proceed. Liquidated damages of \$1000.00 per day will be stipulated in the contract and will be reimbursed to the project owner if there is a delay in deliverables past the project end date listed on the contract.
- f. Matrix of person-hours per task – The DBC shall prepare and include an estimated matrix of person-hours only by skill for each phase and task. Any outside professional services or technical support shall be noted by manhours and task.

- g. The Respondent must clearly demonstrate their understanding and experience of FTA's reporting requirements and grant requirements including but not limited to, project progress and financial reporting.
3. Experience, Competence and Commitment of Key Personnel – Specialized Experience in Required Disciplines (30 points)
- a. Identify principal of your firm that will have total responsibility for managing your team's services under this project.
 - b. Qualifications of the Project Manager, Project Architect, Project Engineer, and specialized staff in performing related work who will be assigned to this project.
 - c. Quality of relevant experience. Experience working with public agencies including FTA.
 - d. Percentage of the key personnel's time that will be devoted to this project. Assurances must be given that the personnel proposed will remain available for the duration of this assignment.
 - e. Projects and percentage of time the key proposed personnel are presently committed to. Resumes of key individuals who will work on this project must be included.
 - f. Provide a statement as to why your firm should be selected for this assignment. Explain what differentiates your firm relative to specialized disciplines.
 - g. Experience of key personnel assigned to this Project in designing Transit Vehicle Maintenance and Storage Facilities, along with Propane fueling facilities, including renovations and improvements, similar in size and scope. Provide a list of projects and describe their role in the delivery of the project (A/E, program management, construction management, cost estimating, quality control, etc.)
 - h. Knowledge of federal and state transit requirements.
4. Project Approach and Methodology (20 points)
- a. Demonstrated understanding of the Project requirements and potential problem areas. Describe in detail the tasks that will be undertaken to accomplish the work and produce the deliverables identified in the

Required Services and the Scope of Services. Provide additional details about the processes that will be used in developing the deliverables and the end product.

- b. The responsibilities of any subcontracting firms shall be clearly noted.
- c. The Respondent must demonstrate a clear approach to the management of the program including the; the management of the schedule; the administration of the pre-design, design and construction phases, and the reporting protocol to ICPTA.

5. Team Composition and Experience (15 points)

- a. Clearly describe the organization and composition of your team to include the identification of the prime/lead firm, subcontractors, or joint venture partners, if applicable.
- b. Describe the proposed distribution of work. Address how the team is organized to accomplish the Scope of Services.
- c. Identify the office location of each firm and where the work will be accomplished.
- d. Address the team's familiarity with the Northeastern North Carolina area and the applicable code, zoning, and permit requirements.
- e. Address whether the firms have worked together before on FTA funded facilities and/or transportation projects and if so, in what capacity. Please provide a list of relevant projects that the firms have worked on as a team including project scope, location.
- f. If multiple firms are involved, address how the work will be managed and coordinated to assure that the project requirements are met in an efficient and effective manner.
- g. Describe the processes you use to assure project coordination among the disciplines.
- h. Address the team's experience in Transit facilities design, design and construction of Propane fueling systems, and construction/project management experience.

- i. Address the team's familiarity and knowledge of FTA design requirements and regulations.

Proposal Award Process

A Selection Committee will be established to evaluate submittals and, using the applicable criteria, rank the most-qualified offerors to perform this project. The Selection Committee may include representatives of ICPTA, NCDOT, Perquimans County Government and the Regional Planning Organization. Firms responding to the RFQ will first be evaluated by each committee member as to being qualified or not qualified for further consideration. ICPTA may utilize the services of appropriate experts to assist in the evaluation process.

The Proposal evaluation process may include oral presentations/interviews with the RFQ Review Committee based on review and ranking of the Proposals. One (1) firm will be selected for the Award of the Design-Build Agreement for this Project.

Award of the Design-Build Agreement for this Project shall be made to the responsible firm whose Proposal is determined by ICPTA to be the most qualified to complete this project.

For those firms determined to be qualified to perform the work, their proposal will be placed on a "long list" for review, evaluated and rated by each member of the selection committee. A consolidation of each individual committee members rating and ranking of those long-listed firms will be made into a composite summary representing the findings of the total committee. At a minimum, the three highest rated firms will be advanced to a "short list" and may be asked to make a personal presentation to the Selection Committee. Interviews of the top three rated firms/teams will take place at a later time. Subsequent to the DBC presentation, each committee member will again evaluate, rate and rank the short-listed firms and a composite of individual findings to establish their 1st, 2nd, and 3rd choices. ICPTA reserves the right to reject any and all proposals, any part or parts of a proposal, waive any technicalities, and award any or the entire contract in a manner that is in the best interest of the ICPTA. Following negotiation of contractual terms, a contract will be awarded to the highest rated firm/team subject to approval from ICPTA.

Compliance Issues

1. The chosen DBC must be able to comply with all City, County, State, and Federal laws, regulations and guidelines.

2. As noted above, this project is funded in part by assistance from the FTA, and is subject to all applicable federal regulations. As a condition of award, applicants must submit certification that they and their prospective consultants and their proposed sub-consultants are not debarred, suspended, or excluded from participation in federally-assisted projects.
3. The design and construction must comply with the requirements of all applicable local, State and Federal agencies. Each portion of the work shall be performed by a person licensed, equipped and experienced to do work in the particular field. Please review Public Contract Code and Public Law, which include requirements for performance of the work by Contractors and Subcontractors. Both shall furnish certified payroll records as required by Federal and State requirements. **Any Contractor or Sub-Contractor found not in compliance shall be in default of its contract and payment will be withheld.**

Protests

1. Protests related to this solicitation will only be accepted from prospective firms/teams who submitted a Submittal of Qualification and whose direct economic interest would be affected by the award of or the failure to award a Contract. Any pre-qualification protests must be submitted in writing by no later than fifteen (15) calendar days after award to:

Mr. Cody Copeland, Director of Transportation
ICPTA
110A Kitty Hawk Lane
Elizabeth City, NC 27909

Email cody.copeland@arhs-nc.org

2. The scope of any FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest.

Ownership of Submittals/Pre-Contractual Expenses

1. Upon receipt of a Submittal of Qualifications, the Qualifications Statement shall be property of ICPTA, without compensation to the offeror, for disposition or usage by the ICPTA's at its discretion. ICPTA will not bear any responsibility for reimbursing any offeror any of the following expenses: costs incurred by offerors in preparing the qualifications in response to this RFQ and submitting responses to this RFQ; expenses related to making presentations to the selection

committee; and any other expense incurred by the offeror prior to the date of the Contract award and Notice to Proceed shall not be the liability of ICPTA.

2. ICPTA shall be held harmless from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in responding to this RFQ.
3. Once the Project is awarded all information received from all respondents will be considered Public Record and available to the public upon request.

Reserved Rights

1. ICPTA reserves the right to reject any and all proposals submitted in connection with this RFQ, and to waive what it considers to be informalities and minor irregularities in those proposals. ICPTA reserves the right to decide not to award an agreement as a result of the RFQ or cancel the RFQ process. ICPTA shall not be obligated to respond to any Proposal submitted, nor be legally bound in any manner by the submission of the Proposal. ICPTA reserves the right to negotiate Project deliverables and associated costs.
2. The issuance of an RFQ constitutes only an invitation for Firm's to present their competitive Proposals. ICPTA reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in the RFQ and the right to seek clarification from any proposer submitting Proposals.
3. ICPTA reserves the right to request Proposal revisions.
4. Any Contract resulting from this RFQ will be financed in part with funds available to ICPTA through grants from FTA, NCDOT and Local Government. The obligations of the ICPTA are contingent upon the receipt of these requested funds. In the event that funding from federal, state or local matching funding sources are eliminated or decreased, ICPTA reserves the right to terminate any contract that may be awarded on this project or modify it accordingly.
5. **NO WARRANTY BY ICPTA-** DBC's are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data and other information provided to, or reviewed by, them relating to the Project, Site or Existing Improvements and nothing stated therein, in the RFQ Documents or in any other information provided by ICPTA shall be construed as implying the creation or existence of any warranty, express or implied, on the part of ICPTA with respect to the completeness, accuracy or sufficiency thereof.

III. SCOPE OF SERVICES

The specific Scope of Services for this RFQ is to provide the development phase services necessary to design and the construction services and construction support services to construct, the ICPTA's Perquimans Outpost Facility.

Background

Transit Facilities are typically designed for a 40-year useful life. This will be a new facility constructed to meet immediate needs of the community and ICPTA. The starting point for this Project will be a review of plans and evaluations that identify building and facility components which meet current industry and/or code requirements.

Priorities for this Project will be developed by the ICPTA and a programming phase will be used to establish priorities.

This will be a new construction project built on an undeveloped tract of land in Perquimans County, North Carolina. The anticipated tract of land where this will be constructed is identified as 1336 Harvey Point Road Hertford, NC 27944

The anticipated budget for the Project is \$2 million not to exceed \$4 million.

The preliminary schedule for the phases of the Project is:

Perquimans Outpost Preliminary Schedule		
Activity	Duration	Notes
Procurement/ Pre-Construction Phase		
Design-Build team Selection	2-4 Weeks	Interviews, Scoring, Award
Contract negotiation & execution	2-4 Weeks	Guaranteed Maximum Price, Scope, Insurance
Design & Permitting	6-8 Months	Goals, Concept Validation, Preliminary Schedule Development/Cost Estimate, Schematic Design, Permitting, Design Development, Final Construction Drawings, Subcontract Awards
Site preparation & Foundation		
Site Clearing/Grading	4-6 Weeks	Site Mobilization, Site Clearing, Grading
Earthwork & Utilities	2-6 Weeks	
Foundations	3-5 Weeks	Concrete Slab on Grade
Main Construction Phase		
Structural Frame	1-2 Months	
Building Enclosure	4-6 Weeks	Roofing, Façade
MEP Rough-In	~2 Months	Mechanical/Electrical/Plumbing
Interior Framing & Drywall	1-2 Months	Storage, Breakroom, Restrooms ect. Insulation and Drywall
Interior finishes	4-6 Weeks	Flooring, ceilings and paint
Site Improvements	Parallel	Landscaping, paving
Equipment installation	4-6 Weeks	Fixtures, Propane Fueling Dispenser, Other Equipment
Commissioning & Closeout		
Startup & Testing	1-2 Weeks	System Verification
Commissioning	1-2 Weeks	Owner Training
Final Inspections	1-2 Weeks	Authority Having Jurisdiction Approvals
Final Turnover	1 Week	O&M Manuals, Warranties

DBC Design Responsibilities

The scope of work to be performed by the DBC comprises a set of tasks encapsulated within three (3) distinctive design and construction phases as described below:

Phase 1: Program Phase and Management

- A. Collection and evaluation of existing information and conditions
- B. Establishment of project priorities and design requirements
- C. Develop cost estimates for each identified priority project
- D. Schematic design

Phase 2: Architectural and Engineering Design

- A. Design development
- B. Preparation and delivery of construction documents, inclusive of technical specifications and drawings

Phase 3: Construction Related Services

- A. Construction administration and support:
 - Performance of shop drawing reviews
 - Site visits
 - Site meetings
 - Code inspections
 - Field clarifications
 - As-built/record drawing review

The selected DBC will be fully involved with ICPTA in undertaking the work of this Project as described in this RFQ. DBC services for this RFQ include program phase and project management, conceptual, preliminary, and final design, community outreach support, developing procurement documents for construction, providing construction management support services, and performing and/or causing all construction required to complete the Project to be performed. The following is a description of tasks and activities to be performed, and deliverables to be provided by the DBC for this Project.

Phase 1: Program Phase and Management

Task 1: Management and Coordination

The DBC shall be responsible for the overall project management – both internally within the design team and externally with FTA, NCDOT, ICPTA, and other stakeholders. This task includes regular and ongoing project management and coordination necessary for the successful completion of this Project.

As part of this task the DBC shall provide administrative management to include, but not be not limited to, quality control / quality assurance, design procedures and criteria, coordination of the design team and project elements, monitoring schedules, document control, submittal review, submitting of design deliverables, organizing and conducting progress meetings, monitoring the progress of work, construction estimates, and verifying Project expenditures.

To that end, the DBC shall develop a Project Management Plan that defines the Work Plan, Schedule, and Outreach Program to guide and manage the project. This will include:

- A schedule with milestones
- A process for communication with the ICPTA and all partnering agencies
- A public involvement strategy that will support ICPTA's Stakeholder Involvement Plan and keeps area stakeholders and associations informed.

The DBC shall be expected to coordinate the documentation for all design disciplines; including that of the sub-consultants, so that the initial project research and the resulting contract documentation is complete, concise, and without omission, contradiction, or ambiguity. The DBC shall also organize and lead a project team kick-off meeting, and bi-weekly and/or monthly coordination meetings/teleconferences to include the project manager and additional design team members as needed to participate in these regular meetings/calls. These meetings will be held to review the project progress, budget and cost-to-complete, discuss issues that may arise, and provide any needed direction to the DBC.

Task 2: Conceptual Design

DBC will evaluate the existing publicly available documentation and existing conditions and other planning documents that apply to the scope and requirements of the Project and its operation associated with the site location. Planning sessions with the DBC, and stakeholders shall be held to determine optimum operational requirements, programming requirements, and space needs. Results from these sessions will provide the basis of the priority projects and designs, from which ICPTA will select the preferred priority projects for the existing Project budget.

The DBC shall generate a preliminary evaluation report of the priority projects and construction budget. The selected projects will be further developed through the creation of a schematic design.

Task 3: Community Outreach Support

Effective involvement of the public and impacted stakeholders is critical to the success of this project. The fundamental objective of public outreach is to make sure that the concerns and issues of those with a stake in the Project are identified and addressed. The DBC will develop and implement a public and stakeholder involvement plan that addresses the specific activities, milestones and schedule for engaging the public and stakeholders in disseminating information, presenting various project plans, and obtaining feedback. The DBC may produce illustrative renderings for presentation, and support ICPTA by attending targeted workshops with stakeholders for the Project, as well as other public meetings.

Phase 2: Architectural and Engineering Design

Task 4: Preliminary Engineering and Design Decisions

During this task, the DBC shall develop a 30% preliminary design for the Project. Work under this task includes site evaluation and investigation which comprises all research and investigations necessary to develop design documents for the Project. Activities may include, but not be limited to surveys (as needed), geotechnical investigation, hydraulic and hydrological studies, drainage investigations, environmental research, hazardous materials research and assessments of existing conditions. This task may also include researching and validating space programming and operating requirements for each functional area in the proposed Project. The DBC shall assist the ICPTA in determining whether sustainability certification is desired, and the proposed certification level for the proposed facilities. The DBC shall investigate the appropriate level of certification, as well as the probable costs associated with certification.

ICPTA will review the design, cost estimate and schedule, and provide comments and approval, with the next step including final design and implementation upon the completion of this task. Work under this task also includes design decisions, refinement and updates to the preliminary evaluation report.

Task 5: Advanced and Final Design

The DBC shall continue with final architectural and engineering design of the Project. The plans and drawings prepared under this task shall be sufficiently detailed to define various building and facility systems, and prepare complete and coordinated engineering drawings, specifications and calculations for all aspects related to the construction of the Project. The DBC shall provide renderings of the Project design for use at design presentations and public meetings. Renderings shall be in color and represent the design in true perspective, with viewpoints for the renderings are to be selected by ICPTA with considerations to the intended use.

Contract documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, plumbing, electrical, special systems, interior

design, landscaping components and all other drawings noted in the design development task of the proposed improvements. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described.

Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 90 percent and 100 percent (issued or construction) design submittals, including plans and specifications for public review, engineer's cost estimate, and probable construction schedule. Design documents will be reviewed by the FTA, ICPTA, NCDOT, as well as presented to the public in meetings and workshops noted in this Scope. The DBC will coordinate through the ICPTA with the design review entities and respond to comments through meetings and reviews that will be scheduled and facilitated by the ICPTA.

Key discipline leads will participate in design reviews with the design review entities at each of these stages. The DBC will prepare a comment-response memorandum, which addresses design comments and requested changes and the design team's response and recommended action for each.

The DBC shall provide a Design Manual that documents all codes, requirements, guidelines and standards pertaining to the work, including American Institute of Architects (AIA) and International Building Code (IBC) standards and guidelines, in the Design Manual. If requirements are unclear or contradictory, obtain clarifications from code enforcing bodies.

The selected DBC will be required to use the Engineering Technical CADD/Drafting Standards (Drafting Standards) for ICPTA, as well as for all engineering drawings prepared on behalf of the ICPTA by consultants, implemented to provide uniform presentation and workings of CAD drawings.

Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Design-Build Proposal, or any other documents submitted by proposer to ICPTA, shall be deemed the sole and exclusive property of ICPTA, all copyrights thereto shall be deemed assigned to and held by ICPTA, and the proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of any proposer that does not receive Award of the Design-Build Agreement for the Project to copy, use or incorporate such technical

design information contained within its own Design-Build Proposal for its own use in the conduct of its business trade or profession.

Phase 3: Construction Related Services

****No Tree Clearing for this project can occur from May 1 through June 30 to protect the mating cycle of the Northern Long Eared bat and the Tri-Colored bat as noted in Section VI of this document.***

Task 6: Post Design and Construction Phase Services

The DBC shall perform post-design and construction phase services in an expeditious, reasonable and timely manner. The DBC shall assist the ICPTA in reviewing the work of the contractors and subcontractors for conformance with the construction contract requirements. The DBC shall answer and resolve any questions regarding the design that may impact the quality, cost or schedule of the project.

Construction Related Services (CRS) will be initiated by the DBC promptly after the receipt of the notice-to-proceed (NTP) for Phase 3 services. This generally occurs immediately after the ICPTA's acceptance of the 100% Final Submission of the completed contract documents. The DBC shall provide construction support services as well as to provide construction services and/or to engage and coordinate with with separately contracted construction contractor(s). This task will be initiated after ICPTA and NCDOT are approved by FTA to enter the construction phase. Pre-Construction work elements will include:

- **Long-lead Items.** Identify items with long lead times and propose alternates for consideration.
- **Respond to Questions.** Answer questions raised by the Contractor.
- **Addenda.** Prepare contract documentation for addenda as required. The documentation may include, but is not limited to, responses and/or clarifications to contractor's inquiries, redesign or supplementary design, if required, and cost estimates for each addendum.
- **Review Plans.** Assist the project management team in the review and evaluation of contract plans for responsiveness/conformance with the contract drawings and specifications. The technical analysis shall include market conditions, comparison with the DBC's estimate and any other potential concerns that the project management team should consider prior to approving plans.

- **Analyze Substitutions.** Analyze substitutions request and recommend disposition.
- **Modify Contract Documents.** If ICPTA awards a contract(s) and approves the designs, the DBC will modify Contract Documents (drawings and specifications) to incorporate all addenda to produce a “Conformed Construction Set” of Contract Documents.

The DBC shall also assist ICPTA in issuing addendums. The DBC will participate in a conference and evaluation support. Work efforts after the construction contract award will consist of design services during construction. Anticipated work efforts include:

- Participation in pre-construction conferences
- Participation in construction meetings
- Participation in progress meetings
- Providing reviews of construction contractor submittals
- Providing critical design element inspections
- Providing periodic observations
- Assisting with resolving constructability issues
- Providing responses to construction contractor requests for information (RFI)
- Design clarifications
- Testing and startup assistance
- As-built and records documentation
- Coordination as needed with the ICPTA, NCDOT regarding contract change orders and evaluating cost changes.

Task 7: Post-Construction Services

Facility Maintenance Plan. The DBC shall prepare a preventive maintenance plan for any new facility that shall identify the maintenance requirements of all building components, systems and equipment that need to be maintained on a regular basis and the frequency of maintenance required.

Warranty Review. Eleven months after substantial completion (and one month before the end of the one-year warranty period expires), the DBC shall conduct a warranty inspection for the purpose of identifying any items of work that need to be corrected under the warranty. The DBC shall work with the Program Management Team as required to ensure that the work is corrected in a timely manner.

Major Deliverables

Task 1: Management and Coordination

- Management and Coordination
- Project Management Plan
- Kickoff and Ongoing Internal & External Coordination meeting minutes
- Progress Reports
- Coordination Meetings with the ICPTA, NCDOT and Other Key Project Stakeholders

Task 2: Conceptual Design

- Evaluate Existing Documentation and Conditions
- Generate a preliminary evaluation report of the priority projects
- Generate Conceptual and Schematic Layouts

Task 3: Community Outreach Support

- Community Outreach Support (illustrative concepts and presentation materials for one meeting)
- Stakeholder meetings support, including drawings/posters and facilitation as needed

Task 4: Preliminary Engineering and Design Decisions

- Conceptual Site Plan and Layout Design
- 30% design plans and specifications to include as needed:
 - a. Survey
 - b. Geotechnical report
- Design Reviews and Responses to Comments
- Preliminary estimate of construction costs
- Milestone Report
- Sustainability Report (as needed)

Task 5: Advanced and Final Design

- Design Development Drawings
- Outline Specifications
- Artist Renderings
- 90 and 100 percent contract document review packages:
 - a. Drawings
 - b. Specifications
 - c. Cost Estimate
 - d. Project Schedule
- Design Manual

Task 6: Post-Design and Construction Phase Services

- Minutes of Pre-Mid Meeting
- Log of Contractor Questions and Responses
- Addenda
- Analysis and Recommendation
- Shop Drawing Review Log
- RFI Response Log
- Construction Meeting Minutes
- Field Observation Reports
- Preliminary and Final Punch Lists
- Certificate of Occupancy
- As-Built and Record Documents

Task 7: Post-Construction Services

- Facility Maintenance Plan
- Warranty
- Sustainability Commissioning Documentation and Application(s) (as needed)

IV. PROPOSAL REQUIREMENTS

This RFQ contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define or detail all the project needs. Rather, it allows for the credentials of the proposer to be demonstrated in the areas of expertise necessary to the project.

A. Proposal Due Date

Proposals must be submitted by 7/23/2026 2:00PM to:

Mr. Cody Copeland, Director of Transportation
ICPTA
110A Kitty Hawk Lane
Elizabeth City, NC 27909

B. Proposal Format

Each proposal must include the following information, presented in a clear, comprehensive and concise manner to illustrate the firm's capabilities and technical approach to the planning, design and contract administration activities. Proposals shall be made on 8.5" x 11" paper in a 12-pt. type face. Supplemental information should be included separately in an appendix and all sections of the proposal must be tabbed. The format for the proposal is outlined in the following section.

Interested firms must submit one (1) unbound original, three (3) bound copies, and an electronic version in Adobe PDF format.

1. Project Contact – Firm name, business address, telephone number, fax number, e-mail address and name of contact person.
2. Project Goals and Methodology – A statement of the goals and objectives of the project team's approach to the project. This information should include a detailed description of the activities and services to be provided by the project team. This also should include a plan and schedule for project phases, including the acquisition of necessary contracts, permits, and supporting professionals. This portion shall be specific and detailed enough to illustrate that the project team has the knowledge of the necessary and appropriate tasks required to design and manage the construction of the facility. Proposers shall furnish methodology for each of the project phases as described in Section III Scope of DBC Services.
3. Statement of Qualifications – Include experiences of the project team and assigned personnel of projects similar to the proposed Project. Areas should include planning, design, and construction phase services.
4. Describe each team member experience with design and construction phase services of projects similar to the proposed Project funded by FTA.
5. Your qualifications submittal should include any additional information that relates to the selection criteria included in Section II, as that will be the basis of selection.
6. Project Team Organization Structure, Schedule and Personnel – This section should include the following:
 - a. An organization chart of the leading individuals assigned to the project by function.
 - b. The DBC shall prepare and include an estimated matrix of person-hours only by skill for each phase and task. Any outside professional services or technical support shall be noted by manhours and task.
 - c. A project work program schedule chronologically outlining the phases, tasks, submissions, meetings, review and approval periods.

C. Required Contract Clauses

ICPTA will supply a prototype contract that it will present to the selected firm/team. In addition, ICPTA will ensure that the following clauses must be placed in every U.S. DOT assisted contract and subcontract:

Contract Assurances:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as ICPTA deems appropriate.

Prompt Payment:

The prime contractor agrees to pay each subcontractor under his prime agreements for satisfactory performance of its contract no later than 7 days from the receipt of each payment the contractor receives from the ICPTA. The prime contractor agrees to further return retainage payments to each subcontractor within 7 days after the subcontractor's work is successfully completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following the written approval of the ICPTA.

VI. Protected Species

USFWS lists three species federally protected under the Endangered Species Act (ESA) with the potential to occur in the project study area. The USFWS also identifies one proposed endangered species and one species listed as a candidate species (Table 2). The NCNHP report identified the federally protected Atlantic sturgeon (*Acipenser oxyrinchus oxyrinchus*) as being within a one-mile radius of the project study area. In addition, the National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) identified an additional three marine species protected under the ESA. For each species, a discussion of the presence or absence of habitat is included below along with the Biological Conclusion rendered based on survey results in the project study area. Biological conclusions have not been coordinated with the USFWS. Habitat requirements for these species are based on the current best available

information from reference literature, the North Carolina Department of Transportation (NCDOT), and/or USFWS

Table 2: Federally listed species for Perquimans County

Scientific Name	Common Name	Federal Status ¹	Habitat Present	Biological Conclusion ²
<i>Myotis septentrionalis</i>	Northern long-eared bat	E	Yes	MA-NLAA
<i>Perimyotis subflavus</i>	Tricolored bat	PE	Yes	MA-NLAA
<i>Trichechus manatus</i>	West Indian manatee	T	No	NE
<i>Calidris canutus rufa</i>	Rufa red knot	T	No	NE
<i>Danaus plexippus</i>	Monarch butterfly	C	Yes	Not required
<i>Acipenser oxyrinchus oxyrinchus</i>	Atlantic sturgeon*	E	No	NE
<i>Chelonia mydas</i>	Green sea turtle*	T	No	NE
<i>Lepidochelys kempii</i>	Kemp's ridley sea turtle*	E	No	NE
<i>Caretta caretta</i>	Loggerhead sea turtle*	T	No	NE

¹ E=Endangered; PE=Proposed Endangered; T=Threatened; C=Candidate

² NE – No Effect; MA-NLAA – May Affect, Not Likely to Adversely Affect

* - Species listed by NMFS only

Northern long-eared bat

USFWS Recommended Survey Window: June 1 – August 15 Habitat Description: In North Carolina, the Northern long-eared bat (NLEB) occurs in the mountains, with scattered records in the Piedmont and coastal plain. In western North Carolina, NLEB spend winter hibernating in caves and mines. Since this species is not known to be a long-distance migrant, and caves and subterranean mines are extremely rare in eastern North Carolina, it is uncertain whether or where NLEB hibernate in eastern North Carolina. During the summer, NLEB roost singly or in colonies underneath bark, in cavities, or in crevices of both live and dead trees (typically ≥3 inches dbh). Males and non-reproductive females may also roost in cooler places, like caves and mines. This bat also been found, rarely, roosting in structures like barns and sheds, under eaves of buildings, behind window shutters, in bridges, and in bat houses. Foraging occurs on forested hillsides and ridges, and occasionally over forest clearings, over water, and along tree-lined corridors. Mature forests may be an important habitat type for foraging.

Biological Conclusion: May Affect - Not Likely to Adversely Affect During habitat assessments conducted on January 23, 2024, it was determined suitable habitat was present for NLEB within the forested portion of the project study area. A review of NCNHP records, updated July 2024, indicates no known occurrences within 1.0 mile of the project study area. Since suitable habitat was identified within the project study area, WSP completed an acoustic survey for the NLEB that was conducted from April 13 to April 28, 2024. The results from the acoustic survey

determined that NLEB was present within the project study area. To mitigate for potential impacts to the species, tree clearing will be limited to the minimal amount practical and no tree clearing will occur from May 1 – June 30 to protect non-volant young bats.

Tricolored bat

USFWS Recommended Survey Window: April 15 – September 15 (Coastal Plain) Habitat

Description: During the spring, summer and fall - collectively referred to as the nonhibernating seasons - tricolored bats primarily roost among live and dead leaf clusters of live or recently dead deciduous hardwood trees. In the southern and northern portions of the range, tricolored bats will also roost in Spanish moss (*Tillandsia usneoides*) and *Usnea trichodea* lichen, respectively. In addition, tricolored bats have been observed roosting during summer among pine needles, eastern red cedar (*Juniperus virginiana*), within artificial roosts like barns, beneath porch roofs, bridges, concrete bunkers, and rarely within caves. Female tricolored bats exhibit high site fidelity, returning year after year to the same summer roosting locations. Female tricolored bats form maternity colonies and switch roost trees regularly. Males roost singly. During the winter, tricolored bats hibernate in caves and mines; although, in the southern United States, where caves are sparse, tricolored bats often hibernate in road-associated culverts, as well as sometimes in tree cavities and abandoned water wells. Tricolored bats exhibit high site fidelity with many individuals returning year after year to the same hibernaculum. Biological Conclusion: May Affect – Not Likely to Adversely Affect During habitat assessments conducted on January 23, 2024, no winter roosting habitat for tricolored bat was identified in the project study area. However, suitable non-hibernating seasons habitat was identified within the forested portion of the project study area. A review of NCNHP records, updated July 2024, indicates no known occurrences within 1.0 mile of the project study area. Since suitable habitat was identified within the project study area, WSP completed an acoustic survey for the tricolored bat that was conducted from April 13 to April 28, 2024. The results from the acoustic survey determined that tricolored bat was present within the project study area. To mitigate for potential impacts to the species, tree clearing will be limited to the minimal amount practical and no tree clearing will occur from May 1 – June 30 to protect non-volant young bats.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of singleuse plastic products. See Executive Order 14057, section 101 , Policy.

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with

2 C.F.R. S 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR S 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR S 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. SS 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act,

and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. SS 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. S 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. S 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. S 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. S 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. S 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. S 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. S 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in

employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. S 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. S 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. S 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. SS 12101 , et seq.; and Federal transit laws at 49 U.S.C. S 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. SS 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. S 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. S 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. S 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. S 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. S 4151 et seq., and Federal transit law at 49 U.S.C. S 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. S 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. S 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(I) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. S 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to 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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. SS 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. S 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. S 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to 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 (42 U.S.C.S 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR S 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR S 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR S 200 or as amended by 2 CFR S 1201 , or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. SS 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. S 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. S 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 contract, 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 contract or the FTA assisted project for which this contract 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.

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 contract 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 Government reserves the right to impose the penalties of 18 U.S.C. S 1001 and 49 U.S.C. S 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services;
- or 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services

beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1)) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
- Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the

December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees 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 Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, 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.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. S 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. SS 200.317—200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. S 5323(j)(13).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States —

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon

receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR S 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Pan 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. 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,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is 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 listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:

Signature of Authorized Official: _____ Date _____ /
_____ / _____

Name and Title of Contractor's Authorized Official:

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I,

hereby certify

(Name and title of official)

On behalf of

_____ that:

(Name of Bidder/Company Name)

- 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, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.,

Name of Bidder/Company Name:

Type or print name:

Signature of authorized representative:

_____ Date _____ / _____ / _____

STATE OF _____
COUNTY OF _____

AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES
(To be submitted with all bids)

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf _____ of (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am _____ the (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute 564-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute 564-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute 564-26.
5. Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes.

This _____ day of _____, 20____.

Signature of Affiant

Printed Name and Title

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____
My Appointment Expires _____