



Request for Qualifications (RFQ)

FOR

***On-Call Architectural and Engineering Services for Facility
Rehabilitation and Renovations***

Statement of Qualifications Due:

5/7/2026

10:00AM (EST)

David Bradley, Administrator
Lowell Regional Transit Authority
115 Thorndike Street, Floor 3B
Lowell, MA 01852

CONTACT:

Meaghan O'Brien, Director of Procurement and Compliance
(978) 459-0164 ext. 110
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PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS FOR ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES FOR FACILITY REHABILITATION AND RENOVATIONS

The Lowell Regional Transit Authority (LRTA) is seeking statements of qualifications (“SOQs” also referred to herein as “Proposals”) from qualified firms to provide On-Call Architectural and Engineering Services on an as needed basis for services to maintain a state of good repair at LRTA facilities. The contract shall be for a period of two years with additional one-year options to renew at the sole discretion of the LRTA. The payment and performance obligation for each succeeding year of the contract will be subject to appropriation and other available funds.

The LRTA provides public transit services in fifteen (15) communities within the surrounding region, and is funded with Federal, State, and local subsidies, as well as fare box revenue. The LRTA was created pursuant to Massachusetts General Laws, Chapter 161B. The awarded firm will work under the direction of the Administrator of the LRTA and his designee. The LRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit and all additional procurement activities.

The LRTA is a political subdivision of the Commonwealth of Massachusetts operating under MGL Chapter 161B.

The Request for Qualifications may be accessed through the LRTA website (<https://lrta.com/procurement/>) on February 20, 2026. The LRTA will collect SOQs through COMMBUYS – an online bidding platform where firms can make a free account and submit their SOQs and questions electronically.

Due date for Statements of Qualifications is May 7th, 2026 at 10:00 AM.

I. Introduction

The Lowell Regional Transit Authority (the "LRTA") is responsible for public transit services in fifteen (15) communities within the surrounding Massachusetts region, and is funded with Federal, State and local subsidies, as well as fare box revenue. The LRTA was created pursuant to Massachusetts General Laws, Chapter 161B.

The firm will work under the direction of the Administrator of the LRTA as his designee. The LRTA is required to comply with the mandates of the Americans with Disabilities Act (ADA), as are the entities with which it contracts for transit. For the purposes of this contract and project, the LRTA must also comply with funding rules and regulations of the Federal Transit Administration (FTA) and the Massachusetts Department of Transportation (MassDOT), as well as other federal and state funding sources.

The LRTA is an Equal Opportunity Employer and all firms are encouraged to submit Proposals, and no Proposer will be subject to discrimination based on race, color, religion, ancestry, national origin, age, gender, disability, veteran status, or other protected class, as identified by law, in consideration of an award of contract.

II. Schedule

It is the intent of the LRTA that the services concerned herewith begin as soon as contract negotiations are complete.

RFQ Advertised	February 18, 2026
RFQ Documents Available	February 20, 2026
Deadline for submission of written inquiries	March 26, 2026
Written Responses to Inquiries (Addenda)	April 2, 2026
Statements of Qualification Proposals due	April 23, 2026
Award and Notification due no later than	May 7, 2026

III. Scope of Work

A. Introduction; Contract Term

Through this RFQ process, the LRTA is seeking statements of qualifications from qualified firms to provide On-Call Architectural and Engineering Services on an as needed basis during the contract term. Services are anticipated to begin in May 2026 and expected to continue through May 2028 with options to extend for additional one-year terms as mutually agreed upon. Following the execution of a contract, the successful Proposer will meet and consult with designated staff as necessary to complete all work contemplated in this scope of services as noted in Section C – Tasks, below. Projects may involve one (1) or more of the LRTA facilities and any future properties the LRTA may acquire, including:

Gallagher Intermodal Terminal

115 Thorndike Street, Lowell, MA

This facility is comprised of 3 parking garages, an intermodal terminal, Commuter Rail, Commuter Bus Terminal, Dial a Ride Garage, Bus Transfer Hub, and Administrative Office location.

Bus Operations and Maintenance Facility

100 Hale Street, Lowell, MA

This facility includes office space, indoor bus storage and maintenance, and operations activities (refueling station, dispatch, etc.)

B. Overview of Services and Facilities

According to 161B, regional transit authorities in Massachusetts cannot operate services directly, but instead must contract with a private operator(s) for the provision of service. Currently the LRTA contracts with Transdev for both the fixed route and paratransit services.

The LRTA provides two types of transportation services: fixed route and paratransit. Currently the LRTA operates twenty-one fixed routes. The LRTA operates fixed route service Monday through Friday between the hours of 5:30am and 9:30pm and Saturday from 7:00 am to 7:00 pm. Additionally, the LRTA is considering future Sunday service.

The LRTA's paratransit services consist of ADA and demand response services and transportation, under the Americans with Disabilities Act (ADA), which requires transit providers to provide complementary transportation services to people with disabilities that are unable to take fixed route transportation to origins and destinations within $\frac{3}{4}$ of a mile of current fixed routes.

C. Tasks

The intent of this RFQ is to obtain professional architectural and engineering services on an as-needed basis:

Architectural /Engineering Services

The successful Proposer will provide architectural and engineering services associated with facility rehabilitation and renovation. Specific projects may, for example, involve architectural and engineering assessments to modernize facilities, and include disciplines such as civil and mechanical engineering, HVAC and electrical work, and assessing whether facilities conform to local, state, and federal laws and regulations. Other architectural and engineering services are to be provided as required.

The selected firm will be expected to provide the LRTA, as appropriate to each project, with:

- Progress meetings.
- Formal Assessment report with prioritized remedial/improvement recommendations plan.
- Cost estimates of the recommendations submitted.
- Environmental review (if appropriate & required) reports associated with the recommendations submitted and accepted.
- The selected firm shall, at the LRTA's direction, prepare detailed plans, specifications and bidding documents for construction, improvements, and repair project(s) required.

These services will include regular meetings with LRTA Administrator and his representatives as mutually agreed upon. All projects are subject to continued State & Federal funding.

Any plans, specifications and drawings prepared under the contract shall be prepared in accordance with the applicable standard of care in Massachusetts, and be of sufficient detail and accuracy to describe the proposed Project Work elements clearly, and be suitable for construction.

See Attachment A for list of potential upcoming projects.

D. Technical Disciplines

The prospective team is required to have, but not limited to, the following disciplines:

- Project Management;
- Architectural Design & Assessment;
- Structural Engineering Design & Assessment;
- Civil Engineering Design & Assessment;
- Mechanical Engineering Design & Assessment;
- Electrical Engineering Design & Assessment;
- Maintenance Equipment Assessment & Selection;
- Cost Estimating;

IV. Requirements

A. RFQ Process Information / Qualifications

Each Proposal submission shall be submitted online through the COMMBUYS online bidding platform or in hard copy by mail or personal delivery, but not both. If you elect to submit hard copies, they must be sealed in a secure envelope or container and marked, including a USB drive with a digital copy of the Proposal submitted.

The LRTA's Evaluation Committee will review and rank all Proposals properly submitted and received by 10:00AM on May 7, 2026 – all Proposals received after this time will not be considered.

The RFQ Proposals shall include:

- Narratives or descriptive material regarding the firm's qualifications for the various projects/tasks described in this RFQ.
- The form of legal entity of the firm and, if the firm is a partnership, the names and addresses of all partners; and if it is not a partnership, the names and addresses of all officers, directors and all persons with an ownership interest of more than 5 per cent in the firm.
- Work the firm has performed over the past five full calendar years and how that work has been distributed (i) between private projects and public projects and (ii) among various specialties in the firm's practice.
- Names and qualifications of the firm's principal staff who will comprise the firm's proposed Project Team covering all the disciplines identified above, along with each such staff person's (i) curriculum vitae, and (ii) registration number and status in every jurisdiction in which such person has ever been registered as an architect, landscape architect or engineer.
- Listing and description of all public projects and all transit/transportation projects (public and private) undertaken in Massachusetts in the last five full calendar years along with current contact information for each such project.
- Listing and description of all current projects along with current contact information for each such project.
- Listing and description of all public clients (excluding those listed in response to the above requests) for which your firm has ever provided on-call contracts for architectural services over the past five full calendar years along with current contact information for each such client.
- Listing and description of any litigation involving your firm over the past five full calendar years, along with the name of the court and its location, case docket number, and a description of the claims asserted by and against your firm and the outcome of the litigation.
- Identify your firm's credit score (Dun & Bradstreet (D&B), Experian, or Equifax).
- All LRTA required forms (please see Attachment B, required forms pages), certifications, attestations and a general statement outlining the firm's approach to the RFQ's ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES.

The LRTA reserves the right to waive any minor informality, or to issue addenda to this RFQ, and to take any other action allowed by law. Any addenda issued will be submitted electronically through COMMBUYS. Notwithstanding the foregoing, persons intending to submit an SOQ are solely responsible for ensuring that it has received all addenda before submitting an SOQ.

B. Submittals

Proposals are encouraged to be submitted through the COMMBUYS bidding platform, these Proposals will be delivered to the Procurement Director at the time of opening. RFQ's packets submitted as hard copies shall include the Qualifications of the proposed firm and be submitted in writing to the address below, including a USB drive with a digital copy of all Proposal documents.

David Bradley
LRTA Administrator
LOWELL REGIONAL TRANSIT AUTHORITY
115 Thorndike Street, Floor 3B
Lowell, MA 01852

C. Questions

Questions concerning the Request for Qualifications must be submitted in writing through the COMMBUYS portal or through email, addressed to:

Meaghan O'Brien
Procurement / Compliance Director
LOWELL REGIONAL TRANSIT AUTHORITY
115 Thorndike Street, Level 3B Lowell, MA 01852
Email: m.obrien@lrta.com

Questions may be submitted through the COMMBUYS portal or emailed to the Procurement Director listed above. Written responses, if deemed necessary by LRTA will be posted electronically, in the form of addenda, to the COMMBUYS portal to all prospective Proposers.

Questions concerning the RFQ can be made through March 26, 2026 and written responses, if any, will be issued in the form of addenda by April 2, 2026.

D. Evaluation; Evaluation Criteria

All relevant information submitted will be used to rate each firm. The rating of each Proposal will be based on the following:

All Proposals will be evaluated and ranked according to the following Criteria for Selection:

- Experience and quality of services demonstrated with similar transportation facilities and similar projects.
- Experience of the firm's key personnel and proposed Project Team, specifically, in relation to transportation facilities and similar projects.
- Previous On-Call services experience.
- Financial stability based on firm's credit score
- Compliance with all required certifications, forms, and attestations

These evaluation Criteria are ranked in order of their importance and will be assigned values accordingly.

LRTA reserves the right to conduct interviews and request additional information of respondents, provided that if it elects to do so, it shall make such requests of no more than the three highest ranked respondents.

E. Selection Criteria

- The Administrator shall request a fee proposal from the top ranked proposer. Negotiations concerning scope and fee for services will be conducted with the top ranked Proposer. If agreement is not reached with the most qualified Proposer, the negotiations will be held with the next ranked Proposer
- Unsuccessful Proposers will be notified at the earliest practicable time following contract execution that their Proposals are no longer being considered via a Notice of Intent to Award sent to the selected Proposer
- Award will be made to the Proposer whose Proposal will be the most advantageous to the LRTA. The LRTA reserves the right not to make an award if deemed to be in the best interest of the Authority
- The LRTA will award the contract to the firm whose Proposal is deemed to be the most advantageous to the LRTA and the public interest

V. Terms and Conditions

The LRTA, reserves the right to reject any and all SOQs for failure to meet the requirements contained herein, to waive any technicalities or informalities, and to select the Proposal which, in the LRTA's sole judgment, is deemed to best meet the requirements of the project and acts in the best interest of the LRTA.

The LRTA creates no obligation on the part of the LRTA to award a contract or to compensate the Proposer for any costs incurred during the Proposal presentation, response, submission, or oral interviews (if held). Proposers shall not be permitted to alter their SOQ after the deadline for receipt of SOQs.

1. Requests for Additional Information

Proposers shall, if requested, provide additional information concerning their SOQs. If such a request is made, it shall be extended to the three top-ranked proposers. Refusal to provide additional information where requested may cause the Proposer to be deemed non-responsive.

2. Proprietary Information

All Proposals shall become the property of the LRTA. If any proprietary information is believed to be contained in or attached to a Proposal, **it must be clearly identified as such**. However, notwithstanding the foregoing, SOQs and all information contained therein are public records subject to disclosure under the Massachusetts Public Records Law unless otherwise provided by such law, G.L. c.4, § 7(26), and c.66, § 10, and nothing herein obligates the LRTA to maintain confidentiality over any information

3. Limitation on Funding

The Contract for services resulting from this RFQ will be subject to the availability of funds, generally and specifically to the contract(s) between the LRTA and grant funding agencies of the state and federal government and to the availability of ongoing funds from such funding. The Contract for this service is contingent upon receipt of these funds by the LRTA. In the event that funding from these sources is eliminated or decreased, the LRTA reserves the right to terminate the Contract or modify it accordingly without any liability, other than to pay for services performed to the date of termination, subject to the availability of funds for that purpose.

4. Protest and Appeal Procedures

The LRTA's protest procedures and appeal processes are attached hereto and made a part thereof, found in Attachment C.

5. Insurance

The firm selected to perform the work described in this RFQ will be required to purchase and maintain:

- General Liability: \$1,000,000 per occurrence; \$3,000,000 aggregate. Coverage to include personal injury, bodily injury, property damage and completed operations.
- Automobile Liability: \$1,000,000 combined single limit. Coverage to include owned, non-owned, hired, rented, and leased vehicles.
- Workers' Compensation Insurance: Coverage for all employees in accordance with Massachusetts General Laws and including Employers' Liability Insurance coverage in the amount of \$1,000,000 per accident.
- Professional Liability Insurance: \$1,000,000 per claim; \$3,000,000 aggregate.

The foregoing policies shall be issued by insurers qualified to do business in Massachusetts. All liability policies shall be written on an occurrence (not claims-made) basis and, other than the professional liability policy, shall be primary and non-contributory; shall include a waiver of subrogation; and shall name the LRTA as an additional insured. Prior to commencement of any work under this Agreement, the Contractor shall provide the LRTA with certificates of insurance and, upon request, the insurance policies and any applicable endorsements.

6. Amendments to the Contract

The LRTA reserves the right to negotiate mutually acceptable amendments to the Contract arising from the RFQ and, in particular, with respect to the addition of services that are consistent with the services solicited by the RFQ. The right to negotiate mutually acceptable amendments applies for the term of this Contract and any extensions.

VI. Other Information

1. The LRTA is requesting responses to this RFQ pursuant to its determination that such a process best serves the interests of the LRTA and the general public, and not because of any legal requirement to do so.
2. The LRTA shall not be responsible in any manner for any costs associated with responses to this RFQ.
3. No costs of responding to the RFQ or any addenda thereto, nor of attending any subsequent interviews or meetings in connection with this RFQ, shall be reimbursed by the LRTA.

Attachment A – Proposed Projects

- **Gallagher Intermodal Transportation Center (GITC) – Gallagher Terminal Stairwell and Corridor Project**
Renovations to main corridor on the 3rd Floor of the GITC. To include stairwell renovations; replacement of stairwell roof; replacement of two (2) elevators; flooring; ceiling; lighting; painting; relocation of HVAC diffuser and fire protection.
- **GITC – Gallagher Terminal Parking Garages-Way Finding Project**
Interior and exterior signage improvement systems throughout the LRTA property and garages.
- **GITC – Gallagher II Parking Garage Deck Repairs**
Parking Garage Deck repairs and drainage system replacement. Gallagher II was opened in 1992.
- **100 Hale Street – Fuel Station Project**
Replacement of existing Bus and Maintenance vehicle fueling station. There are two pumps, one for diesel fuel and one for regular gasoline.
- **GITC – Parking Expansion**
Feasibility, Estimate, and Design for additional parking at the Gallagher Intermodal Transportation Center.
- **Development of a Facilities Maintenance Manual**
Work with Facilities Manager to develop a comprehensive manual on processes and procedures.
- **GITC Safety Improvements Project**
Feasibility, Estimates, and Designs for safety improvements in and around the GITC.
- **Rehabilitation of 100 Hale Street**
To increase indoor parking capacity of buses and equipment due to service expansion
- **Design / Rehabilitation of 2nd bus storage facility**
Work with LRTA as property is obtained to either renovate or design a storage facility for the communities that are further away.
- **Assist with developing construction bids as required**
Give technical advice and guidance on any upcoming construction bids as they develop.
- **TAM Facilities Condition Assessment**
Assist the LRTA with conducting annual facilities condition assessments in compliance with the LRTA TAM plan.

Attachment B– Required Forms

To ensure you have submitted a completed bid, you can use the following checklist to ensure all required forms are filled out and returned. This checklist is for your personal benefit and does not need to be turned in with the forms.

- Addendum Page
- Presentation of References
- Completeness of Proposal
- Certification of Primary Participant
- Non-collusion Bidding Certificate
- Statement of Proposer’s Qualifications
- Special Requirements and Conditions
- Required Clauses

LOWELL REGIONAL TRANSIT AUTHORITY

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to RFQ documents (give number and date of each):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature

Title

Date

Failure to acknowledge receipt of all addenda may cause the Bid to be considered not responsive to the invitation, which would require rejection of the Bid.

LOWELL REGIONAL TRANSIT AUTHORITY
PRESENTATION OF REFERENCES

I herein certify that the information following showing Authority / Company / Municipality name, address, telephone number, and contact person is a representative list of Authorities / Companies / Municipalities which have contracted with this firm. This list is presented in compliance with the RFP/IFB instructions and requirements

References (attach list if needed):

<hr/> Name	<hr/> Name
<hr/> Address	<hr/> Address
<hr/> Phone	<hr/> Phone
<hr/> Contact Person	<hr/> Contact Person
<hr/> Name	<hr/> Name
<hr/> Address	<hr/> Address
<hr/> Phone	<hr/> Phone
<hr/> Contact Person	<hr/> Contact Person

Certified to by: _____
(Signature and Title)

LOWELL REGIONAL TRANSIT AUTHORITY
COMPLETENESS OF PROPOSAL / BID

I herein certify that I have read and understand all BIDDING/PROPOSAL documents and any amendments, changes and Addenda submitted by the Lowell Regional Transit Authority and that I have fully complied with all provisions of same.

I further certify and represent that any omission or deviation from these documents may or will, at the sole discretion of the LRTA, render this bid unresponsive and ineligible for further consideration in this bidding process.

Firm

Date

Name

Signature

Title

Email

Telephone No.

FAX No.

LOWELL REGIONAL TRANSIT AUTHORITY

CERTIFICATION OF PRIMARY PARTICIPANT (DEBARRED BIDDERS)

The primary participant, _____, certifies to the best of its knowledge and belief, that it and its principals:

1.Are not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

2.Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or Local) terminated for cause of default.

The primary participant. , certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification on understands that the provisions of 31 U.S.C. sections 3801 ET SEO. Are applicable thereto.

Signature and Title of Authorized Official

Date

LOWELL REGIONAL TRANSIT AUTHORITY

NON-COLLUSION BIDDING CERTIFICATION

By submission of this Bid/Proposal, each Bidder and each person signing on behalf of any Bidder certifies under penalty of perjury, that to be the best of their knowledge and belief:

1. The prices in this Bid/Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Signature: _____ Title: _____

Organization/Company: _____ Date _____

NOTE: Where the words Bid or Bidder appear alone, include Proposal or Proposer as may be Applicable.

LOWELL REGIONAL TRANSIT AUTHORITY
STATEMENT OF PROPOSER'S QUALIFICATIONS

1. Name of Bidder / Proposer: _____

2. Business Address: _____

3. When Organized: _____

4. Where Incorporated: _____

5. How many years has your firm been engaged in this business under its present name?: _____

6. Have you ever refused to sign a contract at your original bid or proposed price?: _____

7. Have you ever defaulted on a contract?: _____

8. Will you, upon request furnish any other information (appropriate to this solicitation) that the Authority may require?:

9. The undersigned hereby authorizes requests of any appropriate person to furnish any information requested by the LRTA in verification of the recitals comprising this Statement of the Proposer's Qualifications.

Firm/Proposer Name:

Date

Signed by: Name & Title

LOWELL REGIONAL TRANSIT AUTHORITY

SPECIAL REQUIREMENTS AND CONDITIONS

I herein certify that I have read and comply with all requirements included in this IFB. I further understand that any contract arising out of this IFB is subject to assistance from the Federal Transit Administration (FTA), Commonwealth of Massachusetts and the LRTA member municipalities. I further understand that any contract arising out of this IFB includes the Advertisement for IFB; the IFB Documents; Plans and Specifications and the Bidder's responses to all requirements of the IFB. All Massachusetts and FTA Regulations appropriate and pertinent to this type of solicitation whether or not contained in the bid documents will be complied with.

Firm: _____ By: _____ (Signature)

Address: _____ Name: _____

_____ Title: _____

Telephone: _____ Date: _____

Federal Clauses

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. § 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 § 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 § 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. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to 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.

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. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 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

- (1) 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. § 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."

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. § 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. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 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. § 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. § 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. § 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. § 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. § 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. § 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. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 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. §§ 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. § 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. § 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. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 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.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 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. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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 C.F.R. part 26 in the award and administration of 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 the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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 non-ferrous 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. § 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, Agency, 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 § 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 § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 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. §§ 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. § 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. § 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. § 1001 and 49 U.S.C. § 5323(l) 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. § 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. §§ 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. § 5323(j)(13).

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 single-use plastic products. See Executive Order 14057, section 101, Policy.

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 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.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 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 Part 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.

Attachment C – LRTA Protest Procedure Information

LOWELL REGIONAL TRANSIT AUTHORITY

PROTEST PROCEDURE INFORMATION

Protests will be accepted only from prospective proposers or bidders whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Any protests shall be in writing, submitted to the Administrator of the Lowell Regional Transit Authority, 115 Thorndike St., Lowell MA 01852-3308 and shall be submitted within the time limits specified in these procedures. Any protest that is not submitted in conformance with these procedures is null and void and shall not be considered.

All Protests shall include;

1. The name and address of the protestor;
2. The solicitation or project number, or description;
3. A detailed statement as to the nature of the protest.

Protests Prior to RFQ Opening: A protest based on alleged unduly restrictive specifications, alleged improprieties or other similar situations before RFQ opening, will be submitted so that it is received by the LRTA Administrator no later than five (5) full working days before the specified opening of the bids or proposals. A decision in writing by the LRTA Administrator or his designee will be returned to the protesting party in a timely manner prior to the bid/proposal opening if possible.

In the event a timely decision cannot be made, the LRTA may postpone the RFQ opening. All RFQ Proposals will remain unopened until the protest has been resolved, but no additional RFQs shall be accepted or modified after the originally scheduled day and time of opening. An addendum changing the day and time of the opening will be sent to each person/company that has requested and received a copy of the specifications.

Protests After RFQ Opening: A protest arising after the opening of the RFQs based upon grounds that were known or should have been known, must be submitted so that it is received by the LRTA Administrator within five (5) working days after notification of the selected bidder. Any such protest must contain a statement of the grounds for protest and all supporting documentation. A decision in writing by the LRTA Administrator or his designee will be returned to the protesting party in a timely fashion.

Upon receipt of such protest the LRTA will immediately determine if the execution of a contract should be postponed. If it is postponed, the LRTA will notify all bidders that a protest has been filed and that the execution of the bid contract is postponed until the LRTA has issued its decision. Any protest may be withdrawn at any time before the LRTA has issued its decision.

The decision of the LRTA Administrator is final. No further appeals will be considered by the LRTA.

Attachment D – Proposed Form of Contract

**AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL ON-CALL SERVICES**

LOWELL REGIONAL TRANSIT AUTHORITY

This Agreement, dated _____, 2026, is by and between the Lowell Regional Transit Authority acting by and through its Administrator, with a usual place of business at 115 Thorndike Street, Lowell MA 01852 ("LRTA"), and _____, a _____ with a usual place of business at _____ ("Designer"). The LRTA and Designer may also be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the LRTA competitively solicited statements of qualifications for on-call architectural services through a Request for Qualifications ("RFQ") and Designer was selected and awarded a contract by the LRTA for such services;

WHEREAS, during the term of this Agreement, the LRTA may issue one or more written requests requiring Designer to perform On-Call Architectural and Engineering Services for Facility Rehabilitation and Renovations services set forth in such requests, which services shall be within the general scope of or similar in kind to the services described in the RFQ (such requests, "Task Orders");

WHEREAS, Designer understands and acknowledges that the LRTA, as the operator of a public transit system, is subject to requirements imposed by and through the Federal Transit Administration ("FTA") and/or Massachusetts Department of Transportation ("MDOT"), including but not limited to, federal and state regulations, and terms/conditions of grants made to the LRTA by such agencies, some if not all of which requirements may apply to this Agreement regardless of whether grant funds of such agencies are used to pay for any services performed by DESIGNER hereunder;

NOW, THEREFORE, in exchange for the promises set forth herein and for such other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Designer and LRTA agree as follows:

1. Scope of Work

The Designer shall furnish all labor, materials, services, work, and any applicable tools and equipment to perform all on-call Designer services set forth in each Task Order issued by the LRTA on or after the date of this Agreement (all such services in each and every Task Order, the "Work").

2. Contract Price

The LRTA shall pay the Designer an amount equal to the product of the reasonable time (in hours) expended by Designer in performing the services set forth in each Task Order in accordance with the provisions of this Agreement *multiplied* by the applicable hourly rates set forth in **Exhibit A** attached hereto.

3. Commencement and Completion of Work

A. Commencement of Work. Unless otherwise indicated in the Task Order, the Designer shall commence and prosecute the Work in each Task Order upon receipt of a Task Order.

B. Progress and Completion: Designer shall prosecute and complete the Work with reasonable diligence, continuously, and at such a rate of progress such that the Work will be completed within the number of calendar days set forth in the Task Order or, if no days are set forth in the Task Order, within a reasonable period of time, subject to time extensions in accordance with the terms of this Agreement.

4. Performance of the Work

A. Standard of Care: The Designer represents, warrants, and agrees that it will perform all Work in accordance with the terms of this Agreement, with reasonable care, and with the level of skill and judgment that can be reasonably expected from similarly situated designers.

B. Responsibility for the Work:

(1) The Designer shall be responsible to the LRTA for the acts and omissions of its employees, consultants and agents, and any other persons performing any of the Work for or on behalf of Designer. Consistent with the standard of care, the Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or its consultants and agents. The Designer shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the LRTA shall not be necessary.

(2) The Designer shall not employ additional consultants not identified in this Agreement, nor sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval and written consent of the LRTA. Such written consent shall not in any way relieve the Designer of its obligations under this Agreement, including but not limited to responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

(3) All consultants, if any, must be registered and licensed in their respective disciplines if registration and licensure are required under Massachusetts law.

- (4) The Designer and all its consultants and agents shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including, but not limited to, those of FTA, FDOT, and MDOT.
 - (5) The Designer shall not be relieved from its obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the LRTA in its administration of the Agreement, or by inspections, tests or approvals required or performed by the LRTA or any third party.
 - (6) Neither the LRTA's review, approval or acceptance of, nor payment for any Work shall operate as a waiver of any rights, remedies or defenses of the LRTA under the Agreement, at law or in equity, including, but not limited to, any cause of action arising out of the Designer's performance of the Agreement.
- C. Deliverables, Ownership of Documents: One reproducible copy of all drawings, plans, specifications and other documents prepared by the Designer shall become the property of the LRTA upon payment therefor to the Designer. Ownership of stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such documents without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Work is not to be construed as an act in derogation of the Designer's rights under this Agreement. Notwithstanding the foregoing, nothing herein shall require the LRTA to indemnify Designer or any of its associates, subcontractors or consultants for any reason, including but not limited to liability arising from re-use of documents.
- D. Notices, Compliance With Laws:
- (1) The Designer shall give all notices required by, and in performing the Work shall comply with, all federal, state, and local laws, rules, regulations, permits, licenses, governmental approvals, and lawful orders of any court or other governmental authority relating to the performance of the Work, including those relating to workplace and employee safety. The Designer shall provide the LRTA with copies of all permits, licenses, and governmental approvals procured by the Designer, and copies of the receipts for any fees paid by Designer for the same.
 - (2) If, upon examination, the Designer observes that any of the LRTA's design schemes, outlines, or goals are at variance with the applicable standard of care, or any federal, state or local laws, rules, regulations, permits, licenses, governmental approvals, or lawful orders of any governmental authority, the Designer shall promptly notify the LRTA in writing.

5. Site Information Not Guaranteed; Designer's Investigation

The LRTA shall, upon request, furnish to the Designer any surveys, data, documents, or other information in the possession of the LRTA that relate to a Task Order. All such information is furnished only for the information and convenience of the Designer and is not warranted or guaranteed as adequate, complete, accurate, correct or current. It is agreed and understood that the LRTA also does not warrant or guarantee that latent physical or subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the Designer must satisfy himself as to the correctness, etc. of such information. If, in the opinion of the Designer, such information appears incomplete or is deemed inadequate, the Designer may request the LRTA's approval to have the Designer verify such information by itself or through consultants. In no case shall the Designer commence such verification without the LRTA's prior written consent. Such verification shall be compensated at the rates in **Exhibit A** or as otherwise agreed upon in writing by LRTA and Designer.

6. Payments to the Designer

- A. The LRTA shall make payment to the DESIGNER monthly, in arrears, upon approval of the Designer's requisitions therefor, using the rates in **Exhibit A** for the Work performed in accordance with the terms of this Agreement during the prior month.
- B. If the LRTA authorizes the Designer to perform additional services (i.e., services not set forth in or reasonably inferable from a Task Order), it may issue a new Task Order, or amend an existing one in writing, and in either event, the Designer shall be compensated for the additional services in accordance with the rates in **Exhibit A**, or at the LRTA's election, in an amount otherwise mutually agreed upon by the Parties in advance, in writing.
- C. In the case of an emergency, if the Designer is requested to perform additional work without issuance of a new Task Order or amendment of an existing Task Order, the Designer shall be entitled to payment for its services in accordance with the rates in **Exhibit A**.
- D. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Designer shall be solely responsible for any costs or charges related to additional services that are necessitated by a failure to perform the Work in accordance with the terms of this Agreement, or by a lack of reasonable clarity, deficiencies or conflicts in or among documents prepared by Designer, or other errors or omissions of the Designer, or that result from existing conditions that should have been anticipated by the Designer based on reasonable investigation of the Work site.

7. Reimbursement

Designer shall be reimbursed by the LRTA: (a) at 1.1 times the actual cost to the Designer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the need for the consultant and rates of the consultant's compensation have been approved in writing, in advance, by the LRTA; (b) at the actual cost of specially authorized expense items, as approved by the LRTA in writing, in advance.

8. Final Payment, Effect

The acceptance of final payment by the Designer shall constitute a waiver of all claims by the Designer arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all applicable federal laws, as though such terms were set forth in full herein.

10. Indemnification

The Designer shall indemnify, defend (at LRTA's election), and hold harmless the LRTA from and against any and all damages, losses, liabilities, costs, and expenses, including attorney's fees, arising out of the performance of this Agreement to the same are the result of the negligent or wrongful acts, errors, and/or omissions of the Designer, its employees, agents, consultants, or representatives.

11. Insurance

A. The DESIGNER shall at its own expense obtain and maintain insurance of the following types:

- General Liability: \$1,000,000 per occurrence; \$3,000,000 aggregate. Coverage to include personal injury, bodily injury, property damage and completed operations.
- Automobile Liability: \$1,000,000 combined single limit. Coverage to include owned, non-owned, hired, rented, and leased vehicles.
- Workers' Compensation Insurance: Coverage for all employees in accordance with Massachusetts General Laws and including Employers' Liability Insurance coverage in the amount of \$1,000,000 per accident.
- Professional Liability Insurance: \$1,000,000 per claim; \$3,000,000 aggregate.

If its insurance is normally written on a year-to-year basis, the Designer shall notify the LRTA immediately should coverage become unavailable.

- B. All liability policies shall be written on an occurrence basis and be primary, noncontributory, and include a waiver of subrogation in favor of the LRTA.
- C. The Designer shall cause the LRTA to be named an additional insured under Designer's General Liability and Automobile Insurance policies.
- D. The Designer shall also carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the Work in the event of loss or destruction until the final payment is made for all Work under all Task Orders and all such plans, etc. are turned over to the LRTA.
- E. Prior to commencement of any Work, the DESIGNER shall provide the LRTA with Certificates of Insurance or other evidence of insurance coverage, which shall identify that the LRTA has been named an additional named insured on the Designer's General Liability and Automobile Liability policies, and which shall also include a statement that the LRTA shall receive thirty days' advance notice of any cancellation. The LRTA shall have the right to request and receive copies of Designer's insurance policies.

12. Notice

All notices required to be given hereunder shall be in writing and hand delivered or mailed first class to the Parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or e-mail, but shall be followed by notice in writing in the manner set forth above as soon as reasonably possible thereafter. Notice delivered by legal counsel of a Party shall be deemed notice of the Party represented.

13. Termination

- A. Each Party shall have the right to terminate this Agreement in the event of a failure of the other Party to comply with the material terms of the Agreement. Such termination shall be effective upon 14 days' written notice to the Party in default, unless, within that 14-day notice period, or such other period as the Parties may agree in writing, the defaulting Party cures its default.
- B. The LRTA shall also have the right to terminate the Agreement without cause and for any reason, or no reason, upon 30 days' written notice to the Designer. Upon a termination without cause by the LRTA, the Designer shall be entitled to compensation for all Work completed in accordance with the terms of this Agreement as of the date of its receipt of said notice, unless otherwise agreed upon by the Parties in writing. Such payment shall not exceed the fair value of the services provided by the Designer.

14. Miscellaneous

- A. Royalties and Patents: The Designer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights, and shall save the LRTA harmless from loss on account thereof, except when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the LRTA; but if the Designer, upon examination of the specified product, believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the LRTA in writing, and thereafter the LRTA insists in writing on the use of the design, process or product specified.
- B. Assignment: The Designer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the LRTA, which may be withheld or conditioned in the LRTA's sole discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. Any litigation arising hereunder shall be brought solely in the courts of the Commonwealth located in Middlesex County or, at the sole election of the LRTA, Suffolk County, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum. Designer agrees to accept service of civil process by certified mail at the address provided for Designer herein.
- D. Independent Contractor: The parties acknowledge that the Designer is acting as an independent contractor for all work and services rendered pursuant to this Agreement and that it shall not be considered an employee or agent of the LRTA for any purpose.
- E. Complete Agreement: This Agreement contains a complete, integrated statement of the undertakings between the parties with respect to the Work. This Agreement supersedes all prior agreements and undertakings, both oral and written, between the parties with respect to the Work. There are no representations other than those set forth in this Agreement upon which the Parties have relied in entering into this Agreement.
- F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted as if both Parties participated in its drafting.
- G. No Waiver: No waiver of any particular breach of any provision of this Agreement by either Party hereto shall constitute a waiver of any other breach of the Agreement. The failure of a Party to enforce strictly, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver of such Party's right to enforce any such provision in any other instance.

- H. Pass Through Rights and Obligations. With respect to the use of any funds granted by the federal or state government, including but not limited to, FTA and MDOT, in connection with this Agreement or the Work, the Designer agrees that it shall be as obligated to the LRTA as the LRTA is to such funding agency as it relates to the Agreement and Work, and that the LRTA shall have such rights as to the Designer as such funding agency has with respect to the LRTA as it relates to the Agreement and Work.
- I. Designer Certifications in Proposal; Special Requirements and Conditions. All Designer certifications made and included in Designer's proposal and the Special Requirements and Conditions included in the RFQ are attached hereto or, if not attached hereto, incorporated herein by reference and made a part hereof. In the event of any conflict in and among the provisions of this Agreement and the Special Requirements and Conditions, the provisions required by law shall control, and in all other instances, the conflict shall be resolved by giving precedence to the provisions more favorable to the LRTA, as determined by the LRTA.
- J. Limitation of Liability. Under no circumstances will the LRTA be liable to Designer or any other party for indirect, consequential, or special damages, including without limitation lost profits, regardless of whether such damages were foreseeable at the time of contracting or whether the LRTA had notice of such damages.
- K. Additional Designer Certifications. By signing this Agreement, the Designer certifies under penalties of perjury as follows:
- (1) Designer is either an individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of architecture, landscape architecture, or engineering, which satisfies the following: (i) if an individual, the individual is a registered architect, landscape architect, or engineer; (ii) if a partnership, a majority of all the partners are persons who are registered architects, landscape architects, or engineers; (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects, landscape architects, or engineers, and the person to have the project in his or her charge is registered in the discipline required for the project; (iv) if a joint venture, each joint venturer satisfies the requirements of the foregoing provisions.
 - (2) It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for or in connection with the award of the contract for design services.

- (3) No consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer or to any other person, corporation or entity as an inducement for or in connection with the award to the consultant or subcontractor of a contract by the Designer.
- (4) No person, corporation or other entity, other than a bona fide full-time employee of the Designer has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer or interior designer.
- (5) If Designer's compensation under this Agreement exceeds \$30,000 or if the Agreement involves the design of a building for which the budgeted or estimated construction costs exceed \$300,000: Designer has internal accounting controls as required by G.L. c.30, § 39R(c), and the Designer has filed and will continue to file an audited financial statement as required by subsection G.L. c.30, § 39R(d).
- (6) Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support; and that its bid or proposal resulting in this Agreement was made and submitted in good faith and without collusion or fraud with any other natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

IN WITNESS WHEREOF, as of the date set forth above, the Parties set their hands and seals, including the LRTA, by its authorized representatives who, however, shall incur no personal liability by reason of the execution hereof, or of anything herein contained.

DESIGNER

By: _____

Name:

Title:

LOWELL REGIONAL TRANSIT AUTHORITY

By: _____

Name: _____

Title: _____