Ann Arbor Area Transportation Authority (AAATA)

Instructions: Please review the Provisions, Terms, and Conditions. Sign the document on page 30 and return with your quote response.

PROVISIONS

1. Insurance Requirements

If any work is to be performed on AAATA premises, the contractor must furnish acceptable proof of insurance to AAATA prior to commencing such work. In such cases:

A. The Contractor shall purchase and maintain, throughout the term of the Contract, insurance from an insurance company authorized to do business in the State of Michigan that will protect Contractors, subcontractors, and the owner from all liability claims under the Contract. The insurance must name AAATA as additional insured party on appropriate coverage(s). The amount of insurance shall not be less than the following:

1. Workers' Compensation, disability benefit and other similar employee benefit acts in the amount required under State of Michigan law. A nonresident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation law for any employee resident of and hired in Michigan. The Contractor shall maintain coverage for employees of other states as mandated.

2. Comprehensive General Liability: $2,000,000

   Bodily injury and property damage combined single limit including personal injury and completed operations.

3. Vehicle Insurance: $2,000,000

   Liability, including standard no-fault

4. Additional Endorsements may be required and if so, are listed here:

B. The Contractor may not start work until evidence of all required insurance has been submitted and approved by AAATA. The Contractor must cease work if any of the required insurance is canceled or expires. One copy of the certificate of insurance shall be submitted to and approved by AAATA prior to the execution of Contract.

C. All policies providing contractor's insurance shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to AAATA.

D. All Commercial General Liability and Automobile Liability insurance provided shall be on a primary and non-contributory basis and name AAATA as an additional insured. Policies shall be endorsed to include AAATA and its governing Board, officers, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor or Vendor.

E. Policies shall be provided on an occurrence basis unless otherwise indicated or required (ex. professional liability shall be written on a claims-made policy form.)

F. The limits of liability may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required.

G. Coverage provided by the Contractor or Vendor shall not be limited to the liability assumed under any indemnification provisions.

H. All policies of insurance presented as proof of compliance shall be on forms and with insurance companies approved by AAATA. All such insurance policies shall be provided by insurance companies having Best's ratings of A- or

greater and X or greater (A-/X) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance insured by insurance companies not rated by Best's or having Best's ratings lower than A-/X will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of the contract.

I. Proponent and its insurer agree to waive their rights of subrogation against AAATA for all coverage listed above, including any excess or umbrella insurance as allowed and/or required.

J. AAATA in no way warrants that the minimum insurance coverage limits contained herein (or required by this contract) are sufficient to protect the Contractor from liabilities that may arise out of the performance of the work by the vendors, its agents, representatives, employees, or subcontractors. Contractor is free to purchase and maintain additional insurance to protect its interests.

2. Communications

All communications and/or contact concerning any aspect of this RFQ shall be with the Contracting Officer in writing through the BidNetDirect.com website unless otherwise directed in writing. Telephone communications will not be entertained. Offerors and their representatives shall not make any contact with or communicate with any members of AAATA, or its employees and consultants, other than the Contracting Officer concerning this RFQ or quotes. Offerors may be disqualified if any unsolicited contact related to this RFQ is made with an employee or representative of AAATA other than the Contracting Officer.

Questions, Requests for Clarifications, and Requests for Approved Equals must be submitted to the BidNetDirect.com website by the date in the Solicitation Schedule and in accordance with this RFQ.

3. Default Of Contractor

In the event of default by the Contractor, AAATA or its authorized representative, may procure personnel, equipment, work, material, supplies, or services from other sources and hold the Contractor responsible for any costs incurred.

4. Modification To Contract

A. Written Change Orders
Oral change orders are not permitted. No change in the contract shall be made unless AAATA gives prior written approval. The Contractor shall be liable for all costs resulting from, and for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by AAATA. A properly executed change order takes precedence over previous executed contract provisions.

B. Change Order Procedure
Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to AAATA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and AAATA. At this time, a detailed modification shall be executed in writing by both parties.

5. Disclosure Of Proposals And Material AAATA Receives

A. Access to government records, including those held by AAATA, is governed by the State of Michigan.

B. Proposals, documents, and material pertaining to this RFQ become the property of AAATA and shall be open to public inspection.

C. Proposers are advised that **any proposals, documents, and material they submit to AAATA in response to this RFQ or in pursuit of a government-funded contract is open to public inspection.** This includes, but is not limited to, proposals, documents, and material that the proposer may deem to be confidential or proprietary in nature.

D. Under the State of Michigan Freedom of Information Act (FOIA), AAATA is obligated to provide access to, or copies of, material it has in its possession if and when another party makes a FOIA request. AAATA is not allowed to withhold

or redact material that the Proposer may find sensitive even if the proposer identifies the material as confidential, propriety, trade secret, etc.

E. Proposers should assume that any and all material they submit to AAATA will be shared with the public.

F. AAATA will not notify proposers or contractors if and when a FOIA request is made for information it provided to AAATA.

G. In the event that AAATA needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., AAATA will view the material in person. In such cases, the proposer may be required to bring the material to AAATA's offices for viewing. At other times, AAATA staff may view the material in the proposer's place of business or at another site.

H. It is the proposer's responsibility to provide as complete a proposal as possible so that AAATA may properly evaluate the proposal for selection of award. Proposers are invited to indicate in their proposals or other documents that material pertinent to the proposer's ability or capacity is available for viewing. However, proposals that, in AAATA's sole opinion, are too heavily dependent on viewing material and provide little written material on which AAATA may evaluate the proposer, may receive lower evaluation scores and the Proposer will not be considered further.

I. AAATA is under no obligation to meet with or view material from proposers whose proposals do not fall within a competitive range after evaluation.

6. Indemnification

The successful bidder agrees to indemnify and hold harmless AAATA and all members, officers, agents and employees thereof from any and all claims or losses occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of the contract which may ensue from this RFQ, and from any and all claims or losses occurring or resulting to any person, firm or corporation who may be injured or damaged by AAATA, its contractors, agents, or employees, arising out of the performance of the contract.

7. Protest Procedures

A. General Procedures

1. Any Proposer or Contractor whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with AAATA pursuant to these protest procedures prior to filing any protest, claim or dispute with the FTA.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with AAATA's Chief Executive Officer (CEO), 2700 South Industrial Hwy, Ann Arbor, MI 48104. Failure to comply with any of the requirements may result in rejection of the protest.

B. Protest Before Proposal Opening

Protests shall be submitted in writing prior to the opening of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the opening. In that case, the protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise to the protest. The protest shall clearly identify:

1. The name, address, and telephone number of the protester.
2. The grounds for the protest, any and all documentation to support the protest and the relief sought.
3. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

C. Protest After Award

1. Any individual or entity may file a protest with AAATA alleging a violation of applicable federal, state law and/or AAATA policy or procedure relative to seeking, evaluating and/or intent to award

a procurement Contract. In addition, any individual or entity may file a protest with AAATA alleging that AAATA has failed to follow its Procurement Protest Procedures. Such protest must be filed no later than five (5) calendar days from the notice of intent to award or non-award of the procurement Contract.

2. A protest, dispute, or claim with respect to the award of a Contract through solicitation of quotes shall be submitted in writing within five (5) days of notification of such award to AAATA's CEO for a decision. All claims shall clearly identify:
   a. The name, address, and telephone number of the protester.
   b. The grounds for the protest, any and all documentation to support the protest and the relief sought.
   c. Steps that have been taken to date in an attempt to correct the alleged problem or concern.

A written decision by AAATA's CEO stating the grounds for allowing or denying the protest will be mailed to the protestor prior to execution of the Contract. Such decision shall be final unless AAATA's Board of Directors accepts an appeal of the CEO's decision.

D. FTA Protest Procedures

FTA will only review protests regarding the alleged failure of the Authority to have no written protest procedures, the failure to follow such procedures, and any protests based on AAATA violating a federal law or regulation. An alleged violation on other grounds falls under the jurisdiction of the appropriate State or local administrative or judicial authority. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the Federal regulation. FTA will only review protests submitted by an intercede party as defined in FTA 4220.1F. FTA's decision on any appeal will be final. FTA will be notified of any protest that AAATA receives from any contract using federal funds.

8. Subcontracting

Should proposing vendor intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be listed. Contractor shall not subcontract any portion of work without prior written consent from AAATA. Proposing vendor shall be responsible for subcontractor(s) full compliance with the requirements of this solicitation. Contractor shall be fully responsible to AAATA for the acts and omissions of any subcontractor utilized by the Contractor for work under AAATA's Contract.

9. Safety And Adherence To Laws

The Contractor shall understand that they are responsible for maintaining a safe and healthy work environment during all phases of this project. It is the expectation that the contractor shall adhere to all applicable federal, state, and local laws codes and ordinances, including, but not limited to, those promulgated by MIOSHA, FED-OSHA, and EPA.

The contractor will comply with the AAATA Contractors Safety Program and all applicable safety standards communicated to the designated contractor by AAATA in relation to the work to be performed. The selected contractor for this project shall be prepared to submit safety documentation to the AAATA for review and approval prior to the start of any work. This documentation shall include but not be limited to safety training records, company safety plan, OSHA 300A records or other.

This requirement for compliance shall also extend to any sub-contractors utilized by the contractor for this project, whereas the responsibility for sub-contractor safety compliance shall be that of the general contractor. During the contract, situations of non-compliance with the contractor's safety and health plan, AAATA's safety requirements, or applicable regulatory safety and health standards will be brought to the attention of the contractor's representative to facilitate corrective measures. Failure to correct the violation or continued violations shall be grounds for suspension or termination of the contract. The intent of the AAATA Contractor Safety Program is to confirm that a safe working environment is maintained as part of the quality work that will be performed by the selected contractor.

10. Accidents And Damage

The Contractor will report to AAATA's Project Manager any and all accidents involving any property damage or personal injury immediately following said accident or discovery of accident damage. AAATA shall be indemnified and held harmless for such accidents.

The Contractor assumes complete liability for any breakage and/or loss of AAATA property, equipment or supplies of the Contractor or their employees or subcontractors. The Contractor shall be responsible for restoring or replacing any data, equipment, facilities, etc. so damaged. The Contractor shall immediately report to AAATA any damages to the premises, property, or equipment resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

11. Liability For Damages

A. The Contractor assumes complete liability for equipment, articles, or material furnished by AAATA to the Contractor in connection with any work order and the Contractor agrees to pay for all such equipment, articles, or material spoiled by it or not otherwise accounted for to AAATA's satisfaction.

B. The Contractor shall be liable for any damage done to AAATA's buildings, equipment and/or vehicles from the time the Contractor starts work until the time the work is completed and accepted by AAATA.

C. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area or item. AAATA shall repair and/or replace, or require Contractor to repair and/or replace, any damaged area or item and charge the cost to the Contractor or deduct the cost from the Contractor's payment. The Contractor shall be liable for any damage resulting from the workmanship of the Contractor's personnel.

1. 12. Performance

A. All work shall be performed in accordance with OSHA, MIOSHA, the City of Ann Arbor, the City of Ypsilanti where applicable, State and Federal codes, ordinances, laws and regulations as well as AAATA policies and the solicitation requirements, provisions, terms and conditions. Should the Contractor furnish any services, equipment, and/or supplies contrary to such codes, ordinances, laws, regulations, policies, requirements, terms, and/or conditions, the Contractor shall assume full responsibility for its actions and shall bear all costs attributed to work. Failure of the Contractor or their employees to comply with the above will permit AAATA to immediately terminate this Contract without liability.

B. Workmanship and products provided by the Contractor, its subcontractors, or suppliers, shall be of the best quality and shall conform in all respects to the best practices in the industry or representative trade. Work performed and products provided by the Contractor under AAATA's Contract shall be subject to inspection and acceptance by AAATA at all times. If, prior to final acceptance, any services and/or any goods, materials or supplies furnished are found to be incomplete, or not as specified, AAATA may reject them and require the Contractor to correct them without charge to AAATA.

C. Acceptance by AAATA of goods or work performed pursuant to this RFQ will occur only after the final inspection by AAATA. AAATA has the right to reject defective or nonconforming goods or services, including product(s) with hidden defects/damages that were not discoverable upon a reasonable visual inspection at delivery, and the price will be adjusted accordingly unless acceptable replacement or rework is made in a timely manner as determined by AAATA. Vendor shall be responsible for all direct and indirect costs associated with not meeting the RFQ provisions including but not limited to rework, mis-picks, stock-outs, late or delayed deadlines and/or deliveries, damaged products, and products and/or services not meeting specifications as determined by AAATA.

D. Contractor must observe all restricted areas of AAATA properties. Contractor shall only have access to the area(s) in which it is assigned work and at the date(s) and time(s) agreed upon by AAATA and Contractor. Contractor shall not make use of AAATA property, equipment, or supplies without proper authorization. Contractor must surrender all property of AAATA including equipment, materials, parts, keys, badges, etc. immediately upon request of AAATA.

E. Contractor staff are prohibited from possessing, consuming, buying, selling, and/or being under the influence of alcohol or drugs including, but not limited to medical or recreational marijuana and/or narcotics.

F. Contractor is forbidden to make any purchases, or promises to purchase, goods or services under the name of, or acting on behalf of, AAATA without the written approval of the AAATA Procurement Manager or designated representative. Award of Contract does not constitute approval. Contractor shall not seek reimbursement for unapproved purchases. Contractor shall bear the sole responsibility and risk of all its procurements and purchases regardless of approval(s) and/or award.

G. AAATA reserves the right to quote and/or procure products from alternate vendor(s) if AAATA determines that the Contractor is unable meet the specifications, deadlines, requirements, and/or any other contract conditions. AAATA may charge the Contractor for products or services procured from another vendor to satisfy the RFQ. AAATA is not required to give notice to the Contractor.

H. Contractor and its employees (i) Shall not engage in conduct which may result in adverse publicity or damage to AAATA and its intellectual property, name, reputation or goodwill; and/or (ii) Shall not issue press releases, reports, papers, articles, maps, statements, or other documents concerning its business relationship or Contract with AAATA without prior written approval of AAATA. Any violation(s) may lead to suspension or termination of the Contract, with AAATA reserving its right to pursue any other available rights and remedies.

13. Adherence To Laws

The Contractor shall adhere to all applicable federal, state, and local laws codes and ordinances, including, but not limited to, those promulgated by MI-OSHA, FED-OSHA, and EPA. Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules will permit AAATA to immediately terminate this Contract without liability.

14. Governing Law

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing an agreement, the vendor agrees to a venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

TERMS AND CONDITIONS

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. AAATA 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 AAATA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTIONS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying 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.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. 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.

3. ACCESS TO RECORDS AND REPORTS

A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all data, documents, contracts, books, records, accounts reports, and supporting documents required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18. Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular A-110. Project close out does not alter these requirements.

4. CHANGES IN FEDERAL LAWS AND REGULATIONS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between AAATA and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract in compliance with 49 CFR Part 18.

If any of the clauses, provisions, terms or conditions in this RFP contradict the Executive Order dated 26 March 2026 titled "Addressing DEI Discrimination by Federal Contractors," such terms are null and void to the extent to which they contradict the Executive Order.

5. TERMINATION

A. Termination for Convenience

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

B. Termination for Default/Breach

If the Contractor fails to perform in the manner called for in the contract, or the notice of termination, or if the Contractor fails to comply with any provisions, terms, and conditions of this contract, or with agency, local, state, county, or federal policy or law, AAATA may terminate this contract for default. AAATA shall terminate by delivering to the Contractor a Notice of Termination specifying the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance required in this Contract.

C. Termination for Force Majeure

AAATA may terminate this Contract upon written notice from the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes are those of acts of God, acts of the public enemy, governmental acts, fires and epidemics whose causes irrecoverably disrupt or render impossible the Contractor's performance. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against such act.

D. Opportunity to Cure

AAATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor within ten (10) calendar days 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 AAATA's satisfaction the breach or default, within ten (10) calendar days after receipt by Contractor of written notice from AAATA, AAATA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude AAATA from also pursuing all available remedies against Contractor and its sureties, if any, for said breach or default.

E. Unless otherwise directed by AAATA, Contractor shall continue performance under the Agreement while matters in dispute are being resolved and/or until termination by AAATA.

F. Waiver of Remedies for any Breach

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

6.1 CIVIL RIGHTS REQUIREMENTS

A. Nondiscrimination

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

B. The following equal opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., , and with any applicable Federal construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S. C. §5332, the Contractor 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.

3. Disabilities. In accordance with Section 102 of the American with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R., Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6.2 PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this Contract, the Contractor agrees as follows:

A. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this Contract.

B. The Contractor hereby agrees that any and all subcontracts to this Contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in paragraph 19.1.

C. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stat that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

E. The Contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments.

F. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.

G. The contractor will furnish and file compliance reports within such time an upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the Contractor themselves, and said Contractor will permit access to their books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

H. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

I. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

7. SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b), "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of $10,000.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required, and rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

A. The Contractor and its subcontractors shall not discriminate in the performance of this contract. The Contractor shall comply with all applicable nondiscrimination laws, regulations, and requirements, including as set forth in 49 C.F.R. Part 26, in the award and administration of DOT assisted contacts. 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 AAATA deems appropriate.

B. If a specific DBE goal is assigned to this contract, it will be stated in the Special Provisions section of this document. If the Contractor fails to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, AAATA may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Provisions, it will be understood that NO specific goal is assigned to this contract.

C. Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days following the receipt of each payment made by AAATA to the prime contractor. This includes the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. AAATA may apply appropriate penalties for failure to comply with these terms and conditions. Any delay or postponement of payment among parties may take place only for good cause, and only with the prior written permission of AAATA. Contractors must include in their subcontract's language providing the appropriate alternative dispute resolution mechanisms to resolve payment disputes. Prime contractors will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

D. The Contractor must promptly notify AAATA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and may be required to 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 AAATA.

E. The Parties acknowledge that the U.S. Department of Transportation has issued an Interim Final Rule revising the Disadvantaged Business Enterprise (DBE) program regulations under 49 C.F.R. Part 26. As of the effective date of the rule, DBE certification standards have changed, and Unified Certification Programs (UCPs) are undertaking a recertification process. Until DBEs are recertified under the new standards, AAATA will implement DBE-neutral procedures and set 0% DBE goals unless otherwise directed by USDOT or applicable federal guidance.

9. INCORPORATION OF FTA TERMS

A. This purchase is anticipated to be financed in part by the Federal Transit Administration. Accordingly, federal requirements apply to this purchase, and if those federal requirements change then the changed requirements shall apply to the purchase as required.

B. The succeeding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth herein. All contractual provisions required by U.S. DOT, as set forth in the then-current version of FTA Circular 4220.1G or its successor, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any act the AAATA requests, which would cause the AAATA to be in violation of the FTA terms and conditions.

10. DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS

A. The Contractor shall attest that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. For this purpose, the Contractor must complete and execute the form entitled "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." Contractor also agrees to include this provision in any subcontract exceeding $25,000 and forward the certification to AAATA with bid.

B. By signing and submitting this proposal, the prospective participant is providing the signed certification set out in the Debarment and Suspension Certification.

C. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, AAATA may pursue available remedies, including suspension and/or debarment.

D. The prospective participant shall provide immediate written notice to AAATA if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The term "proposal" means "Bid." The terms "covered transaction," "debarred", "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact AAATA for assistance in obtaining a copy of these regulations.

F. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by AAATA.

G. The prospective participant further agrees by submitting this proposal that it will include the clause titled Debarment and Suspension Certification Requirements and the certificate form, without modification, in all covered transactions and in all solicitations for covered transactions.

H. The prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows

that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not require to, check the Non-Procurement List issued by U.S. General Service Administration.

I. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized by the government, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, AAATA may pursue available remedies including suspension and/or debarment.

11. BUY AMERICA

A. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

B. A Bidder must submit to the Buy America form in its bid. Bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

C. AAATA presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. AAATA reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

D. *Build America, Buy America.* Absent an approved waiver, all construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented from by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Contractor shall provide verified information or assurance of compliance with the requirements under Build America, Buy America as requested by AAATA, NCTD or the FTA.

12. RESOLUTION OF DISPUTES AND BREACHES

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by AAATA's Chief Executive Officer (CEO). This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the Contractor mails or otherwise furnishes a written appeal to the CEO in accordance with the Notice delivery provisions of this Agreement. 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 CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

A. Unless otherwise directed by AAATA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

B. If the Contractor disputes the decision of the CEO, the provisions of this solicitation shall apply, however, the decision of the CEO shall remain binding except as otherwise determined pursuant to this Section.

C. Unless otherwise agreed upon in writing by the parties, disputes involving AAATA and Contractor and which arise from any aspect of this Contract including, but not limited to, interpretation of the Contract, performance, default, or enforcement shall be decided by litigation in a court of competent jurisdiction located in Washtenaw County,

Michigan. The court shall take into consideration the findings and decision of the CEO of AAATA with respect to any decision made by the court relating to any such dispute.

13. LOBBYING CERTIFICATION AND RESTRICTIONS ON LOBBYING

A. In accordance with 31 U.S.C. (1352, and U.S. DOT regulations, "New Restrictions on Lobbying", 49 C.F.R., Part 20), the Contractor must have provided a certification to AAATA that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

B. Each tier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of AAATA, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to AAATA.

C. Each proposer is required to review the above referenced regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations. Pursuant to federal regulations, the proposer is required to have all subcontractors (at any tier) providing more than $25,000 towards the Contract also complete with this Certification, to be included with the proposal.

D. Procurements exceeding $100,000 where Contractor engages in lobbying activities must submit Standard Form LLL and Quarterly Updates (when required) in accordance with 49 CFR Part 20.

14. CLEAN AIR REQUIREMENTS

A. 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. The Contractor agrees to report each violation to AAATA and report each violation to FTA and the appropriate EPA Regional Office. AAATA will report each violation as required.

B. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. CLEAN WATER REQUIREMENTS

A. 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. The Contractor agrees to report each violation to AAATA and report each violation to FTA and the appropriate EPA Regional Office. AAATA will report each violation as required.

B. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

16. CARGO PREFERENCE

A. The Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. The Contractor agrees to furnish within twenty (20) working days following the date of loading for shipments originating within the United Sates, or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to AAATA (through the Contractor in the case of a subcontractor's bill-of-lading.)

17. FLY AMERICA REQUIREMENTS

Applicability to Contracts: The Fly America Requirements apply to all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

18. NOTICE OF LEGAL MATTERS AND LITIGATION AND NOTIFICATION OF INFORMATION RELATED TO FRAUD, WASTE, ETC.

Contractor agrees to promptly notify AAATA if a current or prospective legal matter that may affect the Federal Government emerges.

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.

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.

The Contractor 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 sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. If the Contractor has knowledge of a current or prospective legal matter that may affect the Federal Government and/or knowledge of potential fraud, waste, or abuse occurring on a Project, it must promptly notify AAATA. The notification provision also 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Requirements can be found in FTA Master Agreement §39. These requirements flow down to subrecipients and apply to contractors and subcontractors at any tier.

19. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Ann Arbor Area Transportation Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics

working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Ann Arbor Area Transportation Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. VETERANS PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

22. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section. (3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section. (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

23. BONDING

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must

consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand- By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

24. SESMIC SAFETY

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

25. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

26. CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

27. SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

28. DRUG AND ALCOHOL TESTING AND ALCOHOL MISUSE

Contractor agrees to comply with:

1. The Drug-Free Workplace act of 1988, as amended, 41 U.S.C. § 8103, et seq.;
2. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and,
3. Follow and facilitate compliance with U.S. OMB regulatory guidance "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

Contractor agrees to comply with:

1. Federal transit laws, specifically 49 U.S.C. § 5331;
2. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and,
3. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process.

29. PATENT RIGHTS AND RIGHTS IN DATA

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 Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement 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 Agreement 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 agreement, 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 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.

30. ENERGY CONSERVATION

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

31. RECYCLED PRODUCTS

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

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in 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.

32. SAFE OPERATION OF MOTOR VEHICLES

a. 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-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AAATA.

b. 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

33. 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).

34. ADA ACCESS

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) 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.

35. 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;
   2) Extend or renew a contract to procure or obtain; or
   3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) 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.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
c) See Public Law 115-232, section 889 for additional information.
d) See also § 200.471.

36. PROTECTION OF SENSITIVE AND PERSONALLY IDENTIFIABLE INFORMATION AND THE PRIVACY ACT

Contractor must comply with FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules and implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Should AAATA or Contractor, or any of its third-party contractors, sub-recipients, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 U.S.C. § 522(a), imposes information restrictions on the party managing the system of records.

For purposes of the Act, when the Contract involves the operation of a system of records on individuals to accomplish a government function, the recipient and any third-party contractors, sub-recipient and their employees involved therein are subject to the Act. The requirements of the Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved. Failure to comply with the terms of this Act will make this Contract subject to termination.

37. 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 sub agreements thereunder.

Violation of this provision provides AAATA the right to unilaterally terminate the Contract.

38. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

By submitting a bid or otherwise attempting to enter into a contract with AAATA, the undersigned 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. This requirement flows down to participants at all lower tiers, without regard to the value of any subagreement.

39. CONSTRUCTION SITE SAFETY

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational

Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

40. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from. (41 U.S.C. §22.)

41. PROHIBITED INTEREST

No member, officer, or employee of AAATA or of a local public body during their tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

42. CONFLICT OF INTEREST

A. The Contractor, by entering into the Contract with AAATA, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed or provided under the Contract and that it shall not employ any person or agent having such interests. In the event that the Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to AAATA and take action immediately to eliminate the conflict or to withdraw from this Contract, as AAATA may require.

B. The Contractor also certifies that to the best of its knowledge, no AAATA Board Member or employee, or employee or officer of any agency interested in the Contract has a pecuniary interest in the business of the Contractor or with the Contract and that no person associated with the Contractor has nay interest that would conflict in any manner or degree with the performance of the Contract.

C. The Contractor, by entering into a Contract with AAATA further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member, or employee of AAATA or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this service.

43. NON-COLLUSION AFFIDAVIT

By submission of a bid, proposer certifies 1) that its bid was arrived at by the proposer independently and was submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent bids or competition; 2) that the contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposer, and will not be communicated to any such person prior to the official opening of the proposals.

Proposer will be required to submit with their proposals a Non-Collusion Affidavit.

44. PENALTY FOR COLLUSION

If it is found that the person, firm or corporation to whom a Contract has been awarded has colluded with any other party or parties, then the Contract shall be null and void and the Contractor shall be liable to AAATA for all loss or damage that AAATA may suffer. AAATA may advertise for a new Contract for required services.

45. PARTIES TO THE CONTRACT

The parties to the contract are the Procuring Agency (Ann Arbor Area Transportation Authority, AAATA, The Authority, TheRide, i.e. the Owner) and the Proposer ("Contractor", "Bidder," "Proposer" or "Offeror") as set out in the accepted offer.

46. DEFINITIONS; SUPERSEDING EFFECT

References to Owner or to AAATA shall refer to the same entity and be synonymous for all purposes in this solicitation, and any resulting Agreement or Contract. All references to the Contractor or to Consultant shall refer to the same entity and be synonymous for all purposes under in this solicitation, and any resulting Agreement or

Contract. References to "Agreement" or to "Contract" in this solicitation, and any resulting Agreement or Contract this Agreement shall refer to the same documents and be synonymous for all purposes under this solicitation, and any resulting Agreement or Contract.

47. LITIGATION EXPENSES

In the event of any dispute that results in litigation or arbitration arising from or related to the services provided under this Contract, the prevailing party will be entitled to recovery of all reasonable costs incurred, including that party's time, court costs, attorney fees, or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

48. SUCCESSION

The Contract will be binding on the parties, their successors, and assigns, if any, except that nothing contained in this clause shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

49. ASSIGNMENT

Any Contract issued pursuant to this solicitation and the monies, which may become due, are not assignable except with the prior written approval of AAATA. Any required consent will not be unreasonably withheld or delayed.

50. INDEMNIFICATION

A. The Contractor shall, to the extent permitted by law (1) protect, indemnify and save AAATA and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by AAATA and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; (2) upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against AAATA and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. AAATA shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. AAATA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

B. Nothing in this Contract shall be construed to waive AAATA's immunities or liability limits provided under applicable state or federal law.

51. LIMITATION OF LIABILITY

AAATA's liability is, in the aggregate, limited to the total amount payable under this Contract.

52. UNFAIR LABOR PRACTICES

By signing and submitting this bid, the Contractor is providing signed certification that the Contractor and its subcontractors at all tiers are not listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (30) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. AAATA retains the right to void the Contract with the Contractor if the Contractor's name or that of any one of its subcontractors at any tier subsequently appears in the register during the performance of this project.

53. INSPECTION OF WORK

AAATA shall have the right to review and inspect the work described herein and the regional office(s), headquarters, and/or place(s) of Work of the contractor at all times.

54. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this Contract shall become the property of AAATA. The Contractor shall, at its expense, defend all suits or proceedings instituted against AAATA and pay any award of damages assessed against AAATA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

55. PROPRIETARY RIGHTS

The Contractor agrees not to release data or information about the project(s) to any person outside AAATA without first obtaining written authorization to release such information from AAATA.

56. OWNERSHIP OF WORK PRODUCT

The parties agree and understand that any and all work product produced under this Contract are the sole and exclusive property of AAATA and AAATA retains ownership of all such work product including, but not limited to, source code, documents, studies, plans, specifications, and all related documents. To the extent necessary, the Contractor hereby assigns and transfers any and all copyrights to AAATA.

57. CERTIFICATIONS

Contractor agrees to comply with certification requirements for all procurements of new model transit buses and vans and existing models being modified with major changes, rolling stock procurements, and Buy America procurements of steel, iron, manufactured products and construction materials.

58. RECORD RETENTION

During the course of the Project and for three (3) years thereafter, the Contractor agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as the Government may require. Reporting and record keeping requirements for governmental recipients are set forth in 49 CFR Part 18. Reporting and record keeping requirements for private nonprofit and for-profit recipients, are set forth in OMB Circular A-110. Project close out does not alter these requirements.

59. LAWS GOVERNING CONTRACT

This proposal and the resulting Contract shall be governed and construed in accordance with the laws of the State of Michigan. The parties stipulate that this Contract was entered into in the County of Washtenaw, in the State of Michigan. The parties further stipulate that the County of Washtenaw is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from. All parties to this proposal and any resulting contract agreed that the venue shall be within the County of Washtenaw, Michigan. Each party will perform its obligations hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect.

60. COMPLETE AGREEMENT

The Contract resulting from this Solicitation, including exhibits and other documents incorporated in the Contract as Contract Documents or made applicable by reference by AAATA, constitutes the complete and exclusive statement of the provisions, terms and conditions of the Contract between the Contractor and AAATA. The Contract supersedes all prior representations, understandings, and communications. AAATA Contract Documents will have precedence in all cases. The validity in whole or in part of any term or condition or the Contract shall not affect the validity of other terms or conditions. AAATA's failure to insist in any one or more instances upon the Contractor's performance of any term or condition of the Contract shall not be construed as a waiver or relinquishment of AAATA's right to such performance, or to future performance, of such term or condition by the Contractor, and Contractor's obligation for performance of that term or condition shall continue in full force and effect.

61. SEVERABILITY

If any provisions or portion of any provision, of the Contract are held invalid, illegal, or unenforceable, they shall be severed from the Contract and the remaining provisions shall be valid and enforceable.

Contractor agrees to abide by all Federal, State, Local, and Authority Terms and Conditions. All Terms and Conditions flow down to sub-contractors at all levels unless otherwise indicated.

Company Name

Signature of Authorized Vendor Representative

Name of Authorized Vendor Representative

Date of Signature