after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within
30 days after the subcontractor's work related to this contract is satisfactorily completed.
The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its
work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not
terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.
(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or
attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making
of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal
contract, grant, loan, or cooperative agreement.
(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a
certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a
disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal
action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that
agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any
agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or
guarantee.
(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that
agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any
agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or
guarantee.
Certification and disclosure.

(a) Each person shall file a certification, and a disclosure fonn, if required, with each submission that initiates agency consideration of such person for:
(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.
(b) Each person shall file a certification, and a disclosure fonn, if required, upon receipt by such person of:
(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,
Unless such person previously filed a certification, and a disclosure form, If required, under paragraph (a) of this section.
(c) Each person shall file a disclosure fonn at the end of each calendar quarter In which there occurs any event that requires disclosure or that materially
affects the accuracy of the information contained in any disclosure fonn previously filed by such person under paragraphs (a) or (b) of this section. An event
that materially affects the accuracy of the infonnation reported Includes:
(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal
action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
(1) A subcontract exceeding $100,000 at any tier under a Federal contract;
(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,
(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,
Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure fonns, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this
section. That person shall forward all disclosure fonns to the agency.
(f) Any certification or disclosure fonn filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving
tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any
tier to which the erroneous representation Is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required
certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies,
including those authorized by section 1352, title 31, U.S. Code.
(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or
commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in
process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure fonns shall not be required
at time of award or commitment but shall be filed within 30 days.
(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate
company-owned vehicles, company rented vehicles, or personally operated vehicles. The tenns "company-owned" and "company-leased" refer to vehicles
owned or leased either by the Contractor or Agency.
Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text
messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or
rents, or a privately-owned vehicle when on official business in connection with the work perfonned under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for
Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F .R. part 41 and will certify to compliance to the extent
required by the regulation. The contractor also agrees to ensure that all work perfonned under this contract, including work perfonned by a subcontractor, is
in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States -
a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following infonnatlon about federal assistance awarded for its
State Program, Project, or related activities:
(1) The Identification of FT A as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is
authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.
b. Documents - The State agrees to provide the information required under this provision in the following documents:
(1) applications for federal assistance,
(2) requests for proposals or solicitations,
(3) forms,
(4) notifications,
(5) press releases,
(6) other publications.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The

Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall
promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the
Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default !Breach or Cayse) (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform
in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract
for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default.

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

Opportnitv to Cure (General Provision)

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within (1 O days] after
receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract
without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available
remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for *any* Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

Termination for Default (Transportation Services)

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve
the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall
be the same as if the termination had been issued for the convenience of the Agency.
Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this
contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency
may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.
In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances,
and plant on the work site necessary for completing the work. The Contractor and its s1,1reties shall be liable for any damage to the Agency resulting from the
Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This
liability includes any increased costs incurred by the Agency in completing the work.
The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing
the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes Include: acts
of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight
embargoes; and 2. The Contractor, within (1 OJ days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of
Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but
subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor
was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the
convenience of Agency.
Termination for Conyenjence or Detault CArchjtect and Engineering)
The Agency *may* terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract
obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the
termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)
deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials
accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce,
publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.
If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the
Contractor shall be liable for any additional cost incurred by the Agency.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall
be the same as if the termination had been issued for the convenience of Agency
Termjnation for Convenjence or Qefaylt CCost-Tvpe Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the
termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the
Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds
received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract
provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.
If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of
a fee, in proportion to the work performed up to the time of termination.
If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after
setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:
(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have
lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
If the contractor cannot so certify, the Recipient will refer the matter to FT A and not enter into any Third Party Agreement with the Third Party Participant
without FTA's written approval.
(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of
any subagreement.

SEVERABILITY

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

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:
(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.