



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/19/2024

File ID: TMP-4785

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and HDR Engineering Inc., for services related to the Transit-Oriented Development (TOD) Planning Study for the University-Medical Bus Rapid Transit Corridor.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: 1000-74-00000-515370-00000000-00180

City Cost Amount: \$849,954.46 (all Federal funds)

Total Cost: \$849,954.46

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: TBA

Resolution #:

Location: N/A

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 24-

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor, or his designee, in his official capacity, be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and HDR Engineering, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, for services related to the Transit-Oriented Development (TOD) Planning Study for the University-Medical Bus Rapid Transit Corridor, in the amount of Eight Hundred Forty-Nine Thousand and Nine-hundred Fifty-Four Dollars and Forty-Six Cents (\$849,954.46) which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement Between The City of Huntsville and HDR Engineering, Inc. for Professional Services” consisting of (twelve)12 pages, including an additional (fifty five) 55 pages for the scope of work, and the date of December 19, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 19th day of December, 2024

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 19th day of December, 2024

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

WITNESSETH

The City will pay to HDR a total amount of Eight Hundred Forty-Nine Thousand and Nine-hundred Fifty-Four Dollars and Forty-Six Cents (\$849,954.46) for the products and services provided by HDR pursuant to this Agreement.

The City shall pay the said amount in monthly payments based on the percentage of the Work completed by HDR for the month billed. Payment shall be due thirty (30) days from the date the City receives the monthly invoice from HDR.

3.0 General Terms and Conditions

3.1 Notices.

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

HDR Engineering, Inc.
Matthew Bell
2100 Southbridge Parkway Ste. 650
Birmingham, AL 35209
Matthew.Bell@hdrinc.com

City of Huntsville
Attention: Dennis Madsen
P.O. Box 308
Huntsville, Alabama 35804
(256) 427-5101
Dennis.Madsen@huntsvilleal.gov

3.2 Project Staff.

Principal in Charge
Matthew Bell
(251) 586-6087
Matthew.Bell@hdrinc.com

Project Manager
Patrick McDonough
(919) 232-6697
patrick.mcdonough@hdrinc.com

City Project Manager
Dennis Madsen
(256) 427-5101
dennis.madsen@huntsvilleal.gov

3.3 Time Period.

HDR shall commence the work to be done pursuant to this Agreement on December 20, 2024 and shall complete said work no later than January 31, 2026.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

HDR may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. HDR shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. HDR shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve HDR of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to HDR. Notice to terminate shall be given to HDR by written notification mailed or hand delivered to the contact address for HDR listed in Section 3.1 herein. In the event of such termination without cause, HDR shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon HDR providing in a timely manner to the City all documents developed and copies of the work product

produced pursuant to the Contract which were performed in furtherance of the Scope of Work up to the receipt of the notice of termination. HDR shall not be liable for any finalization of such documents that were not signed and or sealed prior to termination. In such event, HDR shall promptly submit the City its invoice for final payment.

6.2 Termination for Cause

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination and the failure of the party to cure such cause within the thirty day period.

6.3 Termination Upon Completion

If not otherwise terminated as provided for in this Agreement, this Agreement shall terminate upon the completion of the work contemplated herein or at midnight on January 31, 2026, whichever occurs first.

7.0 Nonexclusiveness of Remedies.

Any right or remedy on behalf of the City or HDR provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to HDR.

HDR is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of HDR and its agents and/or employees. HDR waives any and all rights to recovery from the City for any injuries that HDR (and/or its agents and/or employees and/or subcontractors and their agents or employees) may sustain while performing services under this Agreement except where caused by the fault of the City.

9.0 Insurance.

HDR shall carry insurance of the following kinds and amounts in addition to any other forms of insurance required under the terms of the contract specifications. HDR shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by HDR, its agents, representatives, employees or subcontractors.

A. SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

Business Automobile Liability providing coverage for all hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations. Company shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim is filed against City by a bona fide employee of Company participating under this Agreement, Company is to defend and indemnify the City from such claim.

5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 1,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

\$ 1,000,000 per Claim and in the annual aggregate

3. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease
\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

- a. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of HDR for products used by and completed operations of HDR; or automobiles owned, leased, hired or borrowed by HDR. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. HDR's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of HDR's insurance and shall not contribute to it.
- c. HDR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. HDR is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be materially changed or canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.
- c. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

- d. The procuring of such required policy or policies of insurance shall not be construed to limit Company's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and HDR shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require copies with sensitive and confidential information redacted of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

HDR shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

HDR, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent performance of HDR's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property, and (2) is caused by any negligent act or omission of HDR or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

HDR agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to reasonable attorney's fees, to the extent caused by any negligent acts, errors, or omissions of HDR or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

HDR agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by HDR pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to HDR and granting HDR the sole right to defend such claim. In the event of any infringement or claimed infringement, HDR, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

HDR shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics or pandemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by HDR with the exception of those standard details and specifications regularly used by HDR in its normal course of business shall become and be the sole property of the City. Any reuse or modification of such Work Product for purposes other than those intended by HDR in its scope of services shall be at the City's sole risk and without liability to HDR.

10.8 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.9 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of HDR's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.13 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and HDR is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) HDR's proposal attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____

Tommy Battle

Its: Mayor

Attest: _____

Shaundrika Edwards

Its: City Clerk

HDR ENGINEERING, INC.

Signed by:
By Matthew Bell
4063842C9E2D4A6...
Matthew Bell

Its: Transportation Business Group Leader

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.

1. NO FEDERAL GOVERNMENT OBLIGATION – This article applies to all federally funded purchase orders over \$3,000.00 and contracts.

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

(2) 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 STATEMENTS OR CLAIMS (31 U.S.C. §3801 et seq., 49 CFR Part 31 18 U.S.C. §1001) – This article applies to all federally funded purchase orders over \$3,000.00 and contracts. – The Contractor, subrecipients, subcontractors, agree to 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 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, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.

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.

(2) 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.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

(3) 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 (49 U.S.C. §5325 et seq., 49 CFR 633.15 – 633.17) – This article applies to all federally funded purchase orders over \$3,000.00 and contracts.

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

2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports 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).

3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. FEDERAL REQUIREMENT CHANGES – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, 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. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. TERMINATION PROVISIONS – (*Applicable to contracts exceeding \$10,000*). The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.

1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville 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 only be paid 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 City of Huntsville 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 City of Huntsville, 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.

3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville 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 the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) 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 City of Huntsville may terminate this contract for default. The City of Huntsville 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 City of Huntsville.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F) - This article applies to all federally funded purchase orders over \$3,000.00 and contracts. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

7. DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) - This article applies to all federally funded purchase orders over \$3,000.00 and contracts. - The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

In accordance with 49 CFR 26.13(b), the Contractor also agrees that each subcontract the Contractor signs with a Subcontractor must include the assurances of Disadvantaged Business Enterprise (49 CFR Part 26).

8. CIVIL RIGHTS (29 U.S.C. § 623, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.) - This article applies to all federally funded purchase orders over \$10,000.00 and contracts. The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

- 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

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

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

9. VETERANS PREFERENCE – This article applies to all federally funded purchase orders and contracts. - As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees:

1) 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.

2) 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.

10. ENERGY CONSERVATION (42 U.S.C. §6321 et seq., 10 CFR Part 431) – This article applies to all federally funded purchase orders over \$3,000.00 and contracts. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

11. TRAFFICKING in PERSONS – The contractor agrees that it and its employees, may not:

- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
- 3) Use forced labor in the performance of the contract or sub-contracts.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

12. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) 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
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Matthew Bell Signature of Contractor's Authorized
 Official
 II. Matthew Bell Name and Title of Contractor's
 Authorized Official
 III. 12/13/2024 | 10:26 AM EST Date

13. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting 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; (23 U.S.C. §402, Executive Order 13043)
- 2) Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10 “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.
 - Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
 - Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - Extension of Provision. Include this Special Provision in each third party

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

subagreement at each tier supporting this agreement.

14. ADA ACCESS - This article applies to all federally funded purchase orders over \$3,000.00 and contracts for architectural & engineering, operations/management, rolling stock purchases and construction contracts. – Contractor shall comply with 49 U.S.C. §5301(d); all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; The American Disabilities Action of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*; The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*; and all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR 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 CFR Part 27;
- (3) Join U.S. Architectural and Transportation Barriers Compliance Board (U.S. TBCB)/U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F and
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and
- (11) Any implementing requirements FTA may issue.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

15. SAFETY SENSITIVE INFORMATION – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, “sensitive security information” made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

16. DEBARMENT AND SUSPENSION (*Applicable to Procurements Exceeding \$25,000*) - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, and U.S. DOT Regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, and “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the “Excluded Parties Listing System” at www.sam.gov, and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award

17. LOBBYING AND CERTIFICATION DISCLOSURE (*Applicable to Procurements Equal to or Exceeding \$100,000*) - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above 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 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. 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 the recipient.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, HDR Engineering Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signed by:
I. Matthew Bell
Signature of Contractor's Authorized Official
II. Matthew Bell Vice President
Name and Title of Contractor's Authorized Official
III. 12/13/2024 | 10:26 AM EST
Date

18. BUY AMERICA FOR STEEL, IRON, AND MANUFACTURED PRODUCTS –
This article applies to all federally funded rolling stock purchases, construction contracts; and contracts for material and supplies for steel, iron, or manufactured products over \$150,000.00- The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless 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.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

- 1) **Certificate of Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.

I. Date _____
II. Signature _____
III. Company Name _____
IV. Printed Name _____
V. Title _____

- 2) **Certificate of Non-Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable 49 C.F.R. 661.7.

I. Date _____
II. Signature _____
III. Company Name _____
IV. Printed Name _____
V. Title _____

19. BREACHES AND DISPUTE RESOLUTION (*Applicable to Procurements Exceeding \$25,000*)

- 1) **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Huntsville's Attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. 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 City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) **Performance During Dispute** - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City of Huntsville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Huntsville is located.
- 5) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City of Huntsville, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT (*Applicable to Procurements Exceeding \$150,000*) - 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 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

- 1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
- 2) Refrain from using any violating facilities,
- 3) Report violations to FTA and the Regional U.S. EPA Office, and
- 4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387
- 5) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Recycled Products (42 U.S.C. §6962, 40 CFR Part 247, Executive Order 12873) - This article applies to federally funded operations/management, construction, or materials and supplies purchase orders or contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, 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

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

22. SUBSTANCE ABUSE TESTING (*Applicable to Contracts with Safety Sensitive Work Performed, Maintenance on Revenue Vehicles*) – - Drug and Alcohol Testing Policy-U.S. Department of Transportation (DOT), 49 C.F.R., part 40; Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R., part 382.

- 1) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 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 of Alabama, or The City of Huntsville, 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. The Contractor agrees to submit the Management Information System (MIS) reports before January 31st of the following calendar year to the City of Huntsville's Employee Clinic & Resource Coordinator, 2227 Drake Avenue SW, Suite 26, Huntsville, AL 35805.
- 2) The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all Drug and Alcohol Testing Policies as required under the above referenced DOT, FTA, and FMCSA mandates. These requirements are outlined in the Scope of Work, section XI. Contractor's Personnel.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – NON-CONSTRUCTION – *This article applies to all federally funded rolling stock purchases, construction contracts and operations./management over \$100,000.00* - The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of \$2,000 for construction work and \$2,500 for non-construction work set forth in the Common Grant Rules to \$100,000. A federally assisted contract must exceed \$100,000 before these wage and hour requirements apply to that contract.

24. CARGO PREFERENCE - *This article applies to all federally funded rolling stock purchases, construction contracts; and contracts for material and supplies which may be transported by ocean vessels. (46 U.S.C. §55302, 46 CFR Part 381)* - Use of United States-Flag Vessels - The contractor agrees:

- 1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading 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 the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- 3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

25. FLY AMERICA REQUIREMENTS (49 U.S.C. § 40118, 41 CFR Part 301-10) This article applies to all federally funded if the purchase order is over \$3,000; contracts; or subcontracts may involve the international transportation of goods, equipment, or personnel by air. - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S 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. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. 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 agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

26. National Intelligent Transportation System Architecture and Standards (ITS) - This article applies to all federally funded purchase orders over \$3,000 and contracts involving ITS projects.

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

27. BUS TESTING - The Contractor/Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and indicate one of the following three alternatives:

- 1) _____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 2) _____ The manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.
- 3) _____ The vehicle is a new model, or vehicle configuration and components are not identical, and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

4) Certification of Compliance with FTA’s Bus Testing Requirements -

- I. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.
- Certified by Authorized Official.

1. Date: _____
2. Signature: _____
3. Company Name: _____
4. Title: _____

28. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 4) **Buy America Certification– Rolling Stock** (*Applicable to Procurements exceeding \$150,000*) - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless 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 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

- 5) **Certificate of Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

I. Date _____
II. Signature _____
III. Company _____
IV. Name _____
V. Title _____

- 6) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

I. Date _____
II. Signature _____
III. Company _____
IV. Name _____
V. Title _____

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

29. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

- 1) **TVM Certification** _____ (name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year _____ and has either been approved or not disapproved by FTA.
- 2) **Or,** _____ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied _____ (name of manufacturer) has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.
 - I. Date: _____
 - II. Signature: _____
 - III. Company Name: _____
 - IV. Printed Name: _____
 - V. Title: _____

30. DAVIS-BACON ACT and COPELAND ANTI-KICKBACK ACT(40 U.S.C. §3141-3146, 29 CFR §5.1-5.33, 18 U.S.C. §874, 29 CFR Part 3) This article applies to all federally funded construction contracts over \$2,000 (including ferry vessels). - 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. Access U.S. Department of Labor, Wage and Hour Division at <https://www.dol.gov/agencies/whd>.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 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 (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) 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:
 - I. 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
 - II. The classification is utilized in the area by the construction industry; and
 - III. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - IV. 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.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 2) 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.
- 3) 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.
- 4) 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:
 - I. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - II. The classification is utilized in the area by the construction industry; and
 - III. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

- 5) 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.
- 6) 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.
- 7) 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.
 - I. Withholding - The [City of Huntsville] 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 [City of Huntsville] 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.
 - II. 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,

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

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 [City of Huntsville] 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 section 5.5(a)(3)(i) of Regulations, 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.

1. 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:
 - a. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 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;

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

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.
4. 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.
5. 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.
6. 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

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

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.

7. 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

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

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.

8. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

31. COMPLIANCE with COPELAND ANTI-KICK BACK ACT requirements (40 U.S.C. §3141-3146, 29 CFR §5.1-5.33, 18 U.S.C. §874, 29 CFR Part 3) This article applies to all federally funded construction contracts over \$2,000 (including ferry vessels). - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- 1) 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.
- 2) 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.

32. 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.

- 1) 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.
- 2) 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).
- 3) 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 CFR 5.12(a)(1).
- 4) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C., 2001.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

33. CONTRACT WORK HOURS and SAFETY STANDARDS – CONSTRUCTION -

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 forty hours without payment of the overtime wages required by this clause.

The FTA 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 any moneys payable on account of work performed by the 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 and 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 this section.

The 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. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

34. BONDING REQUIREMENTS - *(Applicable to Construction exceeding \$250,000)* A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall 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 his bid, execute such contractual documents as may be required within the time specified.

- 1) A performance bond on the part to the Contractor for 100 percent of the contract price.
- 2) A payment bond on the part of the contractor for 100 percent of the contract price.
Payment bond amounts required from Contractors are as follows:
 - I. 50% of the contract price if the contract price is not more than \$1 million;
 - II. 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - III. \$2.5 million if the contract price is more than \$5 million.
- 3) A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

35. 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 Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

36. *ADDITIONAL NOTICE TO U.S. DOT INSPECTOR GENERAL - The Contractor agrees to promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a this project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility also applies to subcontractors at any tier.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

37. *PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 1) The Contractor and Sub-Contractors are prohibited from obligating or expending Federal Transit Administration funds under this contract funds to:
- 2) Procure or obtain;
- 3) Extend or renew a contract to procure or obtain; or
- 4) 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).
- 5) 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).
- 6) Telecommunications or video surveillance services provided by such entities or using such equipment. 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.
- 7) 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.

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

38. PATENT AND RIGHTS DATA - Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

- (a) Invention,
- (b) Improvement, or
- (c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

- (a) Conceived under the Project, or
- (b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

- (a) Notify FTA immediately, and
- (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:

- (a) 35 U.S.C. § 200 et seq., and
- (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

(a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and

(b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of “Subject Data.” means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of “Subject Data.” Examples of “subject data”:

(1) Include, but are not limited to:

(a) Computer software,

(b) Standards,

(c) Specifications,

(d) Engineering drawings and associated lists,

(e) Process sheets,

(f) Manuals,

(g) Technical reports,

(h) Catalog item identifications, and

(i) Related information, but

(2) Do not include:

(a) Financial reports,

(b) Cost analyses, or

(c) Other similar information used for Project administration

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement:

(1) Prohibitions. - The Recipient may not:

(a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or

(b) Permit others to do so, but

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:

- (a) Publications or reproductions for the Recipient's own internal use,
- (b) An institution of higher learning,
- (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or
- (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is:

- (a) Royalty-free,
- (b) Non-exclusive, and
- (c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes:

- (a) Reproduce the subject data,
- (b) Publish the subject data,
- (c) Otherwise use the subject data, and
- (d) Permit other entities or individuals to use the subject data, and

k. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both:

- (a) For the Recipient's use, and
- (b) Acquired with FTA capital program funding

l. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:

- (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
- (b) As FTA determines otherwise in writing

m. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient.

(a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and

(b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then

(c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:

(1) The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but

(2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if:

(a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or

(b) State law. If indemnification is prohibited or limited by applicable State law,

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

n. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal

Government under any patent,

o. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

p. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform

Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

- (3) Other applicable Federal regulations and guidance pertaining to access to Project records.

39. STATE and LOCAL LAW DISCLAIMER - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

40. Transit Employee Protective Agreements - This article applies to all federally funded purchase orders over \$3,000 and contracts for transit operations. - The Contractor agrees to comply with the requirements as set forth in 49 U.S.C. 5310 (Formula Grants for Special Needs of Elderly Individuals and Individuals with Disabilities), 49 U.S. 5311 (Formula Grants for Other than Urbanized Areas), 49 U.S.C. 5333 (Labor Standards), and 29 CFR part 215 (Guidelines, Section 5333(b), Federal Transit Law).

**FEDERAL TRANSIT ADMINISTRATION
SPECIAL PROVISIONS TERMS AND CONDITIONS**

41. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

Signed by:
The Contractor, Matthew Bell, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. **FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

HDR Engineering Inc.

Legal Name of Firm

Signed by:

Matthew Bell

Signature of Bidder

Matthew Bell

Print or Type Name of Bidder

12/13/2024 | 10:26 AM EST

Date



Certificate Of Completion

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Matthew.Bell@hdrinc.com
Vice President
HDR Engineering Inc.
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
James Vandiver james.vandiver@huntsvilleal.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 12/13/2024 8:48:26 AM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/13/2024 8:48:26 AM
Certified Delivered	Security Checked	12/13/2024 9:25:06 AM
Signing Complete	Security Checked	12/13/2024 9:26:30 AM
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Huntsville (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Huntsville:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DocuSignQuestions@huntsvilleal.gov

To advise City of Huntsville of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignQuestions@huntsvilleal.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Huntsville

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DocuSignQuestions@huntsvilleal.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Huntsville

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSignQuestions@huntsvilleal.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Huntsville as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Huntsville during the course of your relationship with City of Huntsville.

FINAL VERSION 12-09-2024

Introduction

The University-Medical Corridor Transit-Oriented Development (TOD) Study is a transit corridor land use, planning and urban design study funded under the USDOT's Pilot Program for TOD Planning. The study area for the project tracks three station clusters along the proposed University-Medical Bus Rapid Transit project that was approved into Project Development by the Federal Transit Administration (FTA).

The scope of work will focus on the Northwoods public housing development, the area surrounding the University of Alabama in Huntsville, and the area near the recent Mid-City development near the crossing of US 72 (University Drive) and AL route 255.



HDR, known as the Consultant, will perform Project Management, Planning, and Design services for the City of Huntsville (known as the City) University-Medical BRT Corridor Transit-Oriented Development Planning Study.

The Consultant will work under the direction of the City's Project Manager. The Consultant will be responsible for the communication and coordination throughout the Consultant team, and the production, approval, and finalization of all deliverables necessary to complete the study.

The scope of services also includes coordinating with other project Subconsultants under contract with the City, including local historical research, a market study, and infrastructure analysis. The Consultant will also be responsible for coordinating its planning analysis with the work of the University-Medical Corridor BRT design team and other third parties as directed by the City.

The scope of services for this planning study will include the following:



1. Project Management

The Consultant will provide project management duties and coordinate with the City's Project Manager. The Consultant will also be responsible for managing and coordinating closely with Subconsultants for on-time delivery and quality review of project deliverables and strive for responsive performance of tasks and sub-tasks.

1.1 Project Management Plan

The Consultant will develop a Project Management Plan (PMP) for the scope outlined within this document and for submittal to the City for review and approval within 14 days of Notice to Proceed (NTP). The PMP will outline the processes and tools to be utilized throughout the project to monitor scope, schedule, budget, and quality control. As part of the PMP, the Consultant will develop a Document Management Plan that will be used to address hard-copy and electronic media, correspondence, e-mail, minutes, reports, file naming, and design drawings.

Task 1.1 Assumptions

The City will:

- The City will provide the Consultant a calendar of standing city events, such as Council, committee, and stakeholder meetings that can be used to plan for project updates as well as public and stakeholder events.
- Review and provide feedback on the Draft and Final PMP

Consultant team will:

- Develop a Draft and Final PMP
- The PMP is a living plan and can be updated if needed
- Share the Final PMP with the Project Team

Task 1.1 Deliverables

- Draft and Final PMP

1.2 Project Management Team Meetings

Upon notice to proceed, the Consultant will facilitate one-hour weekly Project Management Team (PMT) meeting for the first month. After the first month, the Consultant will facilitate bi-weekly PMT meetings for the duration of the study, with the potential to organize additional 30-minute conference calls between the City Project Manager (PM), Consultant Project Manager, and Deputy Project Manager (DPM) on an as needed basis. The PMT meetings will include the City's PM and other key representatives from City departments as needed. The PMT will also consist of the Consultant Project Manager, Deputy Project Manager, Strategic Communications Lead, and other task leads as needed. The PMT meetings will be conducted virtually unless otherwise required for the project. The preferred virtual meeting platform will be Microsoft Teams, unless another platform is preferred by the City.



The purpose of the PMT meetings is to discuss overall study progress, action items, next steps, tactics, strategies, preview of preliminary deliverables, and stakeholder engagement strategies. Prior to each meeting, the Consultant will work with the City PM to develop and prepare an agenda and accompanying materials for discussion. The meetings will be added to the project schedule once an official NTP is received in order to account for conflicts. The Consultant will deliver meeting minutes within 72-hours after the conclusion of each PMT meeting. The Consultant will develop and maintain an action item list to facilitate the expedited resolution of issues and decision points. The action item list will be reviewed at each PMT meeting and updated for inclusion with the meeting minutes.

Task 1.2 Assumptions

The City will:

- Review and provide input on PMT meeting agendas and minutes
- Reserve location for in-person meetings when required for the project

Consultant team will:

- The Consultant will be responsible for developing and sending out the agenda and meeting minutes to the project team
- The Consultant assumes a 13-month schedule with attendance of up to 30 PMT meetings.
- Reserve location for in-person meetings with required for the project
- Set up the PMT meeting invite with a Microsoft Teams link

Task 1.2 Deliverables:

- PMT agendas and minutes

1.3 Internal Consultant Team Meetings

The Consultant team will meet internally for one-hour on a bi-weekly basis to coordinate on all aspects of the project for the entire phase of the project. All meetings will be conducted virtually, unless in-person meetings are required.

Task 1.3 Assumptions

Consultant team will:

- The Consultant assumes a 13-month schedule with attendance of up to 26 total PMT meetings.
- These meetings will occur bi-weekly for the duration of the study.
- Meetings will be conducted virtually, unless in-person meetings are required.

1.4 Document Storage Set-Up and Support

The Consultant will use Microsoft Teams for document management, meeting minutes, submission, review of deliverables, invoice processing, and other processes as determined by the



City and/or the Consultant. The Consultant will set-up the system and file structure. The assumption is Microsoft Teams will be used as the document storage platform during the life of the study where the Consultant will then transfer all necessary files to ProjectWise during closeout of the project.

Task 1.4 Assumptions

Consultant team will:

- Set up the project on Microsoft Teams and ProjectWise
- The Consultant will use Microsoft Teams to submit all project deliverables, meeting agendas, minutes, and invoices

Task 1.4 Deliverables

- Submittal of project deliverables through email transmission with storage of final deliverables in Microsoft Teams



1.5 Project Schedule

The Consultant will develop and maintain a project schedule detailing deliverables, review periods, milestones, and critical decision points for each major task through contract completion. The Consultant will develop and maintain the project schedule. The schedule will be updated when major changes occur. Activities that have fallen behind will be flagged and schedule recovery mitigation measures identified.

Task 1.5 Assumptions

The City will:

- Provide schedule review and assist in developing schedule recovery mitigation

Consultant team will:

- The Consultant will develop and maintain the project schedule. The Consultant will develop schedule recovery mitigation as required.

Task 1.5 Deliverables:

- An official project schedule
- Monthly schedule updates

2 Educational Activities

2.1 Public Involvement Plan for Educational Activities and Community Conversation

The Consultant will develop a Stakeholder Involvement Plan that will define the process by which the City will provide Education about Equitable Transit-Oriented Development to the community residents, elected officials, and other stakeholders.

The Plan will:

- Identify cooperating and participating stakeholders to be involved in the Study
- Establish the timing and form of stakeholder involvement in a communications and outreach timeline
- Describe the communication tactics and strategies that will be implemented and the target audiences for each
- Establish protocols and processes for internal and external communications
- Outline the educational objectives and facilitation goals for stakeholder interviews, workshops, and meetings
- Include a Media and Advertising Plan and Social Media Plan
- Identify analytics and tracking protocols (if needed)
- Leverage ongoing public involvement efforts in the City

The Consultant will develop brand elements for the study that include templates for:

- PowerPoint Presentations



- Word Documents for Memos and low-graphic need documents
- InDesign Templates for Reports and high-graphic need documents

Task 2.1 Assumptions:

The Consultant will:

- Organize meetings to be held virtually
- Host a Stakeholder analysis meeting of approximately 1.5 hours
- Provide client an opportunity for one round of review on all content documents and materials
- Deliver all files electronically

The City will:

- Provide feedback on initial drafts of templates
- Provide stakeholder identification and distribute communications to internal stakeholders.

Task 2.1 Deliverables:

- Meetings:
 - One stakeholder analysis meeting with the Client
- One Word Report template
- One PowerPoint Presentation template
- One InDesign Report template (may be completed later in project schedule than the two templates above)
- Draft Stakeholder Involvement Plan (Microsoft Word file)
- Final Stakeholder Involvement Plan (PDF file)

2.2 Equitable TOD 101 Workshops

The Consultant will develop a series of educational materials and presentation content to be shared to educate the community about Equitable Transit-Oriented Development (ETOD), explaining both:

- What ETOD is and what its benefits are
- What planning for ETOD means in the context of the University Drive corridor

The ETOD 101 workshops will likely take place in the January to March 2025 timeframe, and include questions for the community that will help prepare for the Design Charette that will take place in the first half of 2025. The content will provide education about existing and new housing types in Huntsville that support ETOD outcomes, while reviewing peer city success stories that could be examples to emulate in Huntsville.

Task 2.2 Assumptions:

The Consultant will:

- Provide client an opportunity for one round of review on all content documents and materials



- Deliver all files electronically

The City will:

- Use its strong capacity in public engagement to schedule meeting venues, promote events to and within the community, and as needed, present content prepared by the Consultant team without consultant staff present
- Print large format graphics on boards for public meetings using City plotters/printers
- Provide easels and stands for meeting content

Task 2.2 Deliverables:

- Meetings:
 - One primary in-person public meeting open to the general public to engage a large group with educational content and opportunity for dialogue. This meeting will also act as the functional “opening ceremony” of the project with the community.
 - Up to two additional presentation briefings for smaller stakeholder groups (could include elected officials) with refined content tailored to those groups. These briefings would be scheduled to occur during the same visit to Huntsville as the general public meeting.
- Draft and Final ETOD 101 PowerPoint Presentation
- Digital versions of meeting boards for printing

2.3 City Council Value Capture Education and Briefing

The Consultant will develop a presentation on using value capture approaches whose intended audience includes the City Council, Chamber of Commerce, and other community leaders and influencers. The goal of the content is to explain how value capture works in general, to review how different approaches have pros and cons within the University Drive corridor.

Task 2.3 Assumptions:

The Consultant will:

- Research local and AL history of value capture deployment for public investment
- Develop a draft and final presentation on value capture approaches

The City will:

- Work with consultant to schedule City Council briefing on Council calendar
- Engage department heads, City Manager, and others within City Government to help maximize responsiveness of the presentation content to how issues are presently framed in the City.

Task 2.3 Deliverables:

- Meetings:
 - One primary in-person presentation to City Council
 - Up to one additional presentation briefings for smaller stakeholder groups with the same content. This additional briefing would be scheduled to occur during the same visit to Huntsville as the City Council Value Capture presentation.



- Draft and Final Value Capture Education PowerPoint Presentation

2.4 Equitable TOD Plan Presentation Workshop

Close to the end of the study, the Consultant will develop a series of educational materials and presentation content to be shared to educate the community about how ETOD plans have been prepared for the University Drive Corridor, highlighting:

- What corridor residents, the broader community, and other stakeholders identified as normatively good outcomes for the University Drive corridor in the first ETOD 101 workshop and the Design Charette
- How that input is reflected in the final concept plans developed by the project team

This event will act as the “closing ceremony” of the project with the public, designed to reflect conclusions that have been reached in the planning process, and defining Action Steps for how Huntsville can implement the plans.

Task 2.4 Assumptions:

The Consultant will:

- Provide client an opportunity for one round of review on all content documents and materials
- Deliver all files electronically

The City will:

- Use its strong capacity in public engagement to schedule the primary meeting venue, promote the event to and within the community, and as needed, present content prepared by the Consultant team without consultant staff present
- Print large format graphics on boards for public meetings using City plotters/printers
- Provide easels and stands for meeting content

Task 2.4 Deliverables:

- Meetings:
 - One primary in-person public meeting open to the general public to engage a large group with educational content and opportunity for dialogue. This meeting will also act as the functional “closing ceremony” of the project with the community.
 - Up to two additional presentation briefings for smaller stakeholder groups (could include elected officials) with refined content tailored to those groups. These briefings would be scheduled to occur during the same visit to Huntsville as the TOD plan presentation workshop.
- Draft and Final ETOD Concept Plans Powerpoint Presentation
- Digital versions of meeting boards for printing



3 Station Area Concept Plans

3.1 Station Area Concept Plans

The Consultant will develop three separate concept plans for the BRT stations and urban fabric connecting them in the three focus areas of the corridor: the Northwoods Community, the University of Alabama in Huntsville, and the Mid-City area.

Each of the three Concept Plans will include the following in PLAN VIEW:

- A map identifying Areas of Change and Areas of Continuity with the following delineations:
 - Area of Change, Near-Term: Change likely in next 5 to 10 years
 - Area of Change, Longer Term: Change likely in next 10 to 20 years
 - Area of Continuity: Change not highly likely until more than 20 years from now
- A street plan and layout for the Concept Plan, indicating existing streets, new proposed streets and/or bike/ped connections, as well as street cross-sections for different types of streets within the plan area.
- A building plan depicting existing and proposed new infill buildings, including proposed number of floors, informed by the market study and community charette conversations with the public and stakeholders

Each station area will also have four photorealist-style images of potential development outcomes for each of the three Concept Plans, for a total of twelve visualizations.

Accompanying the PLAN VIEW content above will be a short pattern book of potential housing and building typologies that would represent a successful buildout of the Concept Plans. This content will focus on how the buildings would look from the sidewalk or the street as someone was walking by them. The content is likely to apply across all three Concept Plans, but if there are particular housing or building typologies that are relevant to only one or two of the Concept Plans, that will be noted in the pattern book.

To the maximum degree possible, the Consultant will scan in-process sketch imagery from the weeklong charette and make it available in digital format for re-use in the study.

Task 3.1 Assumptions:

The Consultant will:

- Provide client an opportunity for one round of review on all content documents and materials
- Deliver all files electronically

The City will:

- Provide timely feedback on design concepts in progress
- Facilitate meetings with community stakeholders and other local government agencies as needed for coordination and review

Task 3.1 Deliverables:

- Draft and Final versions of Twelve (12) visualizations in photorealist style, with four (4) visualizations for each of the three Concept Plans

- In-process work products from the Charette that may include sketch-style graphics or partially-completed imagery that helps explain key components of the plans
- Draft and Final Digital PDF Pattern book of housing and building typologies
- Draft and Final Digital PDF version of Concept Plans for the three focus areas of the corridor
- Draft and Final Digital PDF version of a visually-oriented Executive Summary document of 6 pages or less to summarize the work of the study

3.2 Station Area Charette

As a key part of the delivery of the Station Area Concept Plans, the Consultant will hold a one-week design charette in the community. This charette will bring national-level experts from HDR to Huntsville to create the primary design plans for the three station areas over an intensive 5-day period. That charette week will include:

- A Monday corridor tour with the team in one or two vans
- Setting up a workspace that can allow for both ongoing design work (that can be locked overnight and secured) and the ability for the public to visit and comment on work in progress during specified hours. The Calvary Hill public library or nearby former public buildings may be a good potential location for the charette work.
- Holding at least two “pin-up” feedback sessions with the public in the evenings of that week
- A “Reporting Out” presentation meeting on Friday of that week, showing drafts of maturing (but not complete) plans to the community

Task 3.2 Assumptions:

The Consultant will:

- Provide client an opportunity for multiple review opportunities on work in progress during the charette week
- Deliver all files electronically

The City will:

- Facilitate the selection and appropriate scheduling and preparation of the charette worksite
- Participate in the corridor tour with consultant team
- Coordinate attendance of City and other local government agency staff at the charette as needed

Task 3.2 Deliverables:

- One week-long design charette that brings the design of the Station Area Concept plans to 65% to 85% completion



4 Station Area Regulations and Policies

The Consultant will use the information from the market study, the ETOD goals developed in the Inclusive Communities Strategies and the design outcomes from the charrette -- to develop station area regulations that can be adopted to realize the plans supported by the community in the physical built environment of the University Drive corridor and three focus neighborhoods.

4.1 Developer Roundtable Engagement

The Consultant will assemble a roundtable of developers that includes both in-market and out-of-market developers to discuss the opportunities and constraints for ETOD in the University Drive corridor. This task will include preparation of materials describing recent development in the corridor and documentation of existing zoning codes and overlay districts that govern corridor development.

Task 4.1 Assumptions:

The Consultant will:

- Recruit developers to participate and reimburse travel fees for out-of-market developers who attend in person
- Deliver all files electronically
- Use engagement with the development community to develop a qualitative approach to forecasting demand for retail, office, and hotel land uses in the study area
- Seek feedback from developers on the best ways to incentivize the production of affordable homes in mixed-income multifamily development

The City will:

- Coordinate across Transportation and Planning staff to support the gathering documentation on the zoning districts in the University Drive corridor
- Not participate in the developer roundtable to provide the maximum opportunity for the City to receive candid feedback

Task 4.1 Deliverable:

- A summary memorandum with insights and recommendations gleaned from the conversation with the developers, with no attributions of comments to any specific participants of the roundtable. In our experience this approach leads to maximum candor from the developers and maximum usefulness of the input to the City.

4.2 Opportunities, Constraints and Recommended Regulatory Changes Memo

Late in the project schedule, the consultant will synthesize data and insights from each of the tasks to date, incorporating market intelligence, insights from developers, and ETOD goals expressed in the Inclusive Communities Strategies task to identify existing regulations that inhibit ETOD in the corridor, and recommend zoning reforms and/or alternative regulations that will promote and accelerate the buildout of ETOD along University Drive in the neighborhoods within three Station Area Concept Plans.



This regulatory review will look for opportunities to encourage affordable housing in the study area by assessing whether any of the following approaches would be appropriate:

- Potential private development incentives for developers who deliver affordable housing as part of a primarily market-rate project
- A density bonus for affordable housing, station area public infrastructure, or both
- Incentives such as fee waivers, expedited approval for projects with affordable housing
- Identifying tax delinquent parcels in the study area that may be candidates for purchase for equitable TOD

Task 4.2 Assumptions:

The Consultant will:

- Analyze existing zoning and other regulations that govern corridor development
- Propose adjusted or new zoning and other regulations to support ETOD outcomes and realize TOD Concept Plans
- Deliver all files electronically

The City will:

- Provide timely feedback and review of draft regulations

Task 4.2 Deliverable:

- Draft and Final memoranda with recommended new or adjusted regulations for the three TOD Concept Plan Areas
- Updated Future Land Use Map with refined station area boundaries

5 Expanding Infrastructure Networks in Station Areas

The Consultant will build off planning investment strategies identified in the Station Area Concept activities to identify how the University Corridor can be improved to complement station area investments and catalyze a higher level of economic development and opportunity within the corridor.

5.1 University Drive Infrastructure Analysis [Sain Associates leads, HDR supports]

The Consultant will approach the transportation analysis using a tiered approach where the study area will be evaluated at the system level to capture future regional roadway and transit projects and to determine minimum vehicle capacity requirements, followed by a more detailed analysis to evaluate traffic operations, bicycle lane feasibility, pedestrian accessibility, last mile connections, parking, and wayfinding. Sain will use the Huntsville MPO TransCAD model to evaluate the feasibility of implementing a road-diet and/or bus-only lanes on US-72 in the BRT study area. This analysis will include the planned ALDOT improvements on US-72 west of the study area.

The travel model analysis will include a model run with US-72 coded as the existing 6-lane section in the study area and another model run with US-72 coded as a 4-lane section. The results of these two runs will be compared to evaluate the impacts on US-72, parallel competing facilities, and intersecting streets. The Huntsville MPO TransCAD model transit network will be reviewed and



Route 4 will be updated to BRT if necessary to capture the increase in ridership in the highway forecasting process.

A TBEST model will be developed to estimate ridership forecasts for the proposed BRT line. TBEST has the capability to develop ridership estimates as a function of different land uses, bus station locations, and headways. The TBEST ridership estimates and TransCAD forecasts will be used to calculate person through-put for the US-72 BRT study corridor and adjacent segments of US-72, including the segment that ALDOT will be adding capacity to in the future. Person through-put is a useful performance metric for capturing transit improvements in a highway corridor, and Sain will illustrate the person through-put for within the study area.

TBEST will also be used to evaluate the proposed land use plans at the study cluster planning areas and ridership estimates will be developed for the future land use scenario at each study cluster planning area. The TBEST model will be calibrated using existing ridership data, and outputs from TBEST will include BRT ridership by income, ethnicity, age, and vehicle availability.

The Consultant will utilize the trip generation procedures developed by Fehr and Peers to estimate future traffic based on the proposed land use plan. The Fehr and Peers trip generation methodology is recommended because it is based on data in urban multi-modal conditions whereas the Institute of Transportation Engineers methodology is based on data mostly collected in suburban areas. The Fehr and Peers method also estimates future trips by mode which will be useful for analysis purposes.

The Consultant will develop recommendations to maintain acceptable levels of service at the intersections in the study area, improve pedestrian safety and accessibility, accommodate bicycle lanes where feasible, and optimize transit usage at the BRT stations.

Task 5.1 Assumptions:

The Consultant will:

- Conduct travel model analysis using the Huntsville MPO TransCAD model
- Compare the performance of 6-lane and 4-lane sections of University Drive
- Utilize the Fehr and Peers trip generation methodology to estimate traffic based on the TOD Concept proposed land use plan.
- Calculate corridor person-trip throughput using TransCAD and a TBEST model
- Deliver all files electronically

The City will:

- Provide timely feedback and review of interim work products

Task 5.1 Deliverables:

- Draft and final cross-sections of the University Corridor
- A technical memorandum describing mobility outcomes that details the person throughput of the corridor across all modes in each of the identified scenarios



- Appendices and model output tables as appropriate, in digital form

Station Area Concept Plan Infrastructure Networks Beyond University Drive

While the future design of University Drive will be crucial to ETOD outcomes in the corridor, the supportive infrastructure in the TOD Concept Plan neighborhoods will be important as well.

For each of the three Station Area Concept Plans, the Consultant will analyze existing travel data across all modes – walking, bicycling, driving, and public transport. Combining insights gleaned from this data and the emerging TOD Concepts in the design charrette, the Consultant will propose new Station Area Strategic Infrastructure investments within each TOD Concept Plan.

Within each Station Area Concept Plan, the following bicycle and pedestrian mobility elements will be identified.

- **Street Type:** using Streetmix or similar tools, each street within a station area will be assigned as an A, B or C street. For each street type, the Consultant will recommend a cross section that includes the width of cross section allocated to general purpose and bus lanes, the street frontage layout (ie sidewalk, street furniture such as benches, trashcans and lampposts, planting strip, etc), and bicycle facilities
- Wherever possible, the bicycle elements will target the needs of the “Interested But Concerned” bicycle user as defined by the City of Portland’s “four types of cyclists” white paper. This means leading with a preference for protected bicycle facilities and using documents such as the NACTO Urban Street Design Guidelines.
- A plan view map will show how the existing and proposed new bike and pedestrian elements for a continuous, positive, public realm for non-motorized transportation throughout the Concept Plan.

Task 5.2 Assumptions:

The Consultant will:

- Analyze existing, funded but unbuilt, and proposed infrastructure in local plans
- Define Street Types and Cross Sections for every existing or new street in the Concept Plans
- Recommend new proposed infrastructure to complement the Concept Plans
- Map the future bicycle and pedestrian network of each Station Area Concept Plan

The City will:

- Collect documentation on existing, funded, and proposed projects in shapefile and data layers, as well as any related data such as length, cost, and year to be built – to share with the Consultant.

Task 5.2 Deliverables:

- Map layers with recommended infrastructure for each of the three TOD Concept plans, developed in concert with the TOD Concept Plans
- Street cross sections with recommended widths of all elements in cross sections
- Order-of-magnitude/rule-of-thumb cost estimates for new infrastructure recommended



- Proposed priority order of investment in each TOD Concept Plan
- A technical memorandum describing the proposed infrastructure elements and their priority

6 Inclusive Communities Strategies

The Consultant will develop Inclusive Communities Strategies that are informed by Local Historical Research, the outcomes from the Community ETOD conversations, and the TOD Concept Plans.

6.1 Affordable Housing Capacity Building Summit (HDR leads)

The Consultant will engage with local and state-level practitioners who touch affordable housing in any way - the Community Development Department, Planning Department, Huntsville Housing Authority, Habitat for Humanity, the Alabama Housing Financing Authority, Top of Alabama Regional Council of Governments (TARCOG), and others - and host a half-day Housing Practitioners Group discussion to map the existing conditions in the Huntsville affordable housing ecosystem, and recommend strategies to build capacity in the corridor, the City, and the region to deliver affordable homes to those below the Area Median Income. Potential strategies could include:

- Institutionalizing the Practitioners Group to meet beyond this one-time event
- Finding an institutional home for tracking affordable housing production data (in other regions the COG or MPO may track housing totals across jurisdictions)
- Establishing a land trust or other entity to support affordable home ownership
- Considering the establishment of an ETOD fund to help finance the construction of deed-restricted affordable units, or to convert market-rate housing to affordable units when small landlords retire and sell their units.
- Proposing a goal for affordable housing (either in percentage or number of total affordable homes) in relation to the total amount of development envisioned in the TOD Concept Plans

Task 6.1 Assumptions

Consultant will:

- Develop an agenda for a housing practitioners half-day summit, and prepare presentation and discussion content

City will:

- Identify affordable housing ecosystem stakeholders from local housing providers, non-profit builders, and state and local policymakers to invite to the summit

Task 6.1 Deliverables

- A detailed memo describing the various proposed strategies for 1-year, 2-year, and 5-year timeframes to build affordable housing capacity in Huntsville, and to coordinate efforts within the Affordable Housing ecosystem

6.2 Affordable Housing Toolkit (SBF leads, HDR supports)



Building off the work from the City of Huntsville Comprehensive Housing Plan (March 10, 2024 Draft), Huntsville Housing Authority's 2024 Strategic Plan, and other recently published plans relevant to the area, SB Friedman will prepare a toolkit of different strategies to support housing affordability. We will identify the types of tools (i.e. funding strategy, capacity building, etc.) and the outcomes resulting from the use of the tools (i.e. new housing production, preservation of housing, etc.). We will also include national case studies.

Strategies to consider may include, but not be limited to:

- Potential partnerships with Huntsville Housing Authority (HHA) or UAH to develop affordable housing on their land
- Collaborating with HHA on the HOME multifamily development program
- Identifying conditions under which providing subsidies to preserve Naturally Occurring Affordable Housing (NOAH) and converting it to Legally Binding Affordable Restricted (LBAR) homes may be the most cost-effective way to increase affordable housing supply.

Task 6.2 Assumptions

Consultant will:

- Review existing plans and compare national best practice potential affordable housing tools to specific opportunities and constraints within the TOD study area and Huntsville policy environment.

Task 6.2 Deliverables

- A detailed affordable housing toolkit of strategies relevant to the Huntsville housing ecosystem

6.3 Neighborhood Quality of Life Planning

While TOD Concept plans often make recommendations for physical infrastructure, the Equitable part of ETOD is often addressed through policies and programs that are not immediately visible. Drawing on the Community ETOD Conversations, we will look for themes from residents about social infrastructure that can help residents thrive in their neighborhoods. These could be related to any topic that the neighborhoods raise - job training, after school programs, homelessness and housing insecurity, child care, or other community needs. Documenting these needs and proposing potential ways to address them in Action Steps that the City or other stakeholders can take will help residents see their priorities in the final plans.

Task 6.3 Assumptions

Consultant will:

- Provide multiple opportunities in public-facing events to capture

City will:



- Assist in identifying existing neighborhood and community plans that address quality of life issues, and help consultant understand how much of their content has been implemented

Task 6.3 Deliverables:

- A mini-report that will accompany each station cluster that identifies needs raised by the community during the process and proposes social infrastructure investments to meet those needs. Where possible, the document will propose a timeline for implementation and an owner of the Action Steps proposed.

6.4 Local Historical Research [Carolyn Swope leads, HDR supports and carries out oral interviews as needed]

The Consultant team will undertake original historical research on the corridor study area, identifying important events in the life of the community along the corridor, and providing a long-view, historical perspective on the residents who have lived in the area.

Task 6.4 Assumptions

Consultant will:

- The Consultant will review historical documents addressing development of the corridor, identify broader community themes through the year 2000, and work with residents to identify historical significant themes or sites that showcase the community's history.
- Lead historical research and document findings within the Areas of Change and Areas of Continuity defined in the TOD Study. Potential sources of historical research could include (but not be limited to) Sanborn maps, newspapers, and community interviews
- Provide opportunities for residents to share oral or video histories at meetings

City will:

- Assist with identifying stakeholders and community members who may be helpful in supporting the research effort

Task 6.4 Deliverables

- A summary document providing a high-level historical record for the University Drive Corridor
- Supplemental audio, video, and written contributions from residents collected in public events

7 Joint Development Policy Creation

The Consultant will work with the City to present the benefits and implications of adopting a Joint Development/TOD Policy to City Council, and to facilitate a conversation to help them draft and adopt guidelines that work for Huntsville's goals and objectives.

7.1 Joint Development Policy / ETOD Roles



Joint Development creates the opportunity for private sector participation and financial contribution to the construction of transit infrastructure, in return for a developer getting development rights, usually through a long-term lease, to build private development on publicly-owned land adjacent to or above the transit infrastructure. Before entering into Joint Development activities, developing a TOD Policy, ETOD or Joint Development Policy that is approved by the transit authority board or City Council can be valuable in setting goals and priorities that manage expectations for development on public land. Typical goals for such policies may include policy guidance on economic development and urban vitality, sustainability and environmental objectives, increasing transit ridership, providing equitable affordable housing opportunities, and fostering collaboration between the public, private, and non-profit sectors.

Task 7.1 Assumptions

Consultant will:

- Attend up to three City Council meetings to discuss policy development

City will:

- Provide access to City staff with any knowledge of past joint development on City-owned land
- As needed, arrange review of policy documents with City Manager and/or City Attorney

Task 7.1 Deliverables:

- One presentation briefing for City Council on Joint Development practices in ETOD and the benefits of adopting policy guidance,
- One first draft and one final draft of the Joint Development/ETOD Policy



8 Market Study and Incremental Value Capture Revenue Opportunity Identification

This task will recommend specific Value Capture strategies for each of the station clusters, recognizing that the needs and market conditions at individual station clusters may lead to different value capture mechanisms being recommended at different station clusters. The Consultant will identify and analyze specific value capture mechanisms that could be used in the corridor, identifying any advantages and potential disadvantages associated with each mechanism. Assuming the use of one or more of these mechanisms, the Consultant will project the estimated net new tax revenue received over the life of the forecast.

8.1 Conduct Transit-Supportive Housing Market Assessment [SB Friedman leads, HDR supports]

Since housing is a major priority for the City, and it is a land use most likely to respond to transit improvements in the near to middle term, the consultant will focus our market research entirely on higher density, transit supportive housing types (single family attached for sale and/or for rent and multifamily rental – aka “Transit-Supportive Housing”). While we will consider existing conditions along a larger area near the planned transit corridor, transit-oriented development (TOD) is mostly likely to occur within half a mile of stations.

- The Consultant will prepare a data request and review available data.
- The Consultant will analyze and summarize existing conditions related to demographics and socioeconomics of the households and population living near the transit corridor. The Consultant will also analyze Transit-Supportive Housing. The Consultant will consider real estate trends (sale prices/rent, vacancy, etc.) by sub area.
- As part of the land use assessment, the Consultant will understand the typologies of newer Transit-Supportive Housing that could reasonably be expected to develop along the corridor. Specifically, the Consultant will want to understand density (dwelling units per acre) and how much land is required to create a development project of a market scale. The Consultant expect that some of these typologies will include ground floor commercial space.
- The Consultant will work to identify potential Transit-Supportive Housing (re)development sites within half mile of planned station locations. In the near and mid-term these are the areas that will experience the greatest development impact from TOD.
- The Consultant will prepare a market-supportable Transit-Supportive Housing development program for each sub area.
- The Consultant will review and revise our briefing book as needed. Then The Consultant will also conduct a call and one round of revisions with the City of Huntsville team.

Task 8.1 Assumptions

Consultant will:

- Procure data to conduct the market analysis from national and local data resources

City will:

- Review interim work products in a timely manner



Task 8.1 Deliverable

- A PowerPoint deck providing a Transit-Supportive Housing Market Assessment as described above

8.2 Incremental Value Capture Assessment

The Consultant will prepare incremental property tax projections based on the Transit-Supportive Housing development programs defined in the market assessment phase of work. The Consultant will also assume some annual appreciation for all property within the up to three hypothetical TIF districts. The Consultant assume the City will provide boundaries for up to three TIF districts based on the three sub areas.

- The Consultant will prepare TIF revenue projections for up to three hypothetical TIF districts.
- New development will be based off the Transit-Supportive Housing development programs. The Consultant will also assume a conservative level of appreciation for all non-redevelopment properties within each hypothetical TIF district.
- Given The Consultant are creating value capture projections into the future without knowing exact development and redevelopment sites (and there is limited vacant land near the corridor), The Consultant will work with the client to develop an approach for the base value estimation, likely using a blended base approach.

Task 8.2 Assumptions

Consultant will:

- Produce a total square footage buildout anticipated for each of the TOD Concept Plans
- Allocate the development and absorption of that corridor development buildout according to the market forecast
- Calculate the net new tax base growth and net new tax value of the new development in the corridor over time

City will:

- Review interim work products in a timely manner

Task 8.2 Deliverable

- A memorandum defining the buildout by land use and associated tax value growth by decade, that then identifies the potential net new tax revenue collected through value capture, and the alignment of that revenue stream with investments prioritized by the community in earlier tasks.

8.3 Value Capture Approach



While Task 8.2 will establish the magnitude of potential revenue and detail the pros and cons of various value capture mechanisms, this task will recommend specific Value Capture strategies for each of the station clusters, recognizing that the needs and market conditions at individual station clusters may lead to different value capture mechanisms being recommended at different station clusters.

Task 8.3 Assumptions

Consultant will:

- Identify which value capture mechanisms are appropriate in each of the three TOD Concept Plan station clusters, with an awareness that anywhere from one to three types of mechanisms could be recommended.

City will:

- Review interim work products in a timely manner

Task 8.3 Deliverable

- A memorandum identifying the preferred value capture mechanism in each station cluster, the detailed reasons for each recommendation, and a description of the administrative or legislative Action Steps that must be taken to implement each value capture approach, and a confirmation of the entity that must take those Action Steps

Huntsville TOD Plan Budget Summary - HDR

		HDR	SBF	Sain	Bostick	Swope
1	Project Management					
1.1	Project Management Plan	\$369				
1.2	Project Schedule Development and Monthly Update	\$2,902				
1.3	Monthly Reporting, Invoices, Sub Coordination & Action Items List	\$2,783				
1.4	Project Management Team Conference Calls / Meetings w Client	\$9,482				
1.5	Internal Consultant Team Coordination Calls	\$12,025				
1.6	Quality Management Plan	\$595				
1.7	Data Collection	\$1,407				
1.8	Kickoff Meeting (Virtual)	\$3,161	\$2,055	\$1,620	\$750	\$300
1.9	Subconsultant Management and Miscellaneous Meetings	\$2,339				
	Subtotal:	\$35,064	\$2,055	\$1,620	\$750	\$300
2	Public & Stakeholder Involvement					
2.1	Public Involvement Plan, Project Word/PPT Templates, etc	\$1,004				
2.2	Community ETDD Conversation #1 initial pub meeting	\$6,448			\$1,000	\$1,200
2.3	Community ETDD Conversation #2 closing convo	\$6,191			\$1,000	\$1,200
2.4	Community Pop-up Events	\$1,218				
2.5	Documentation of Public Engagement	\$1,475				\$1,200
2.6	Local Historical Research	\$1,003				\$6,000
2.7	Misc Meetings	\$1,474			\$1,000	
	Subtotal:	\$18,813	\$0	\$0	\$3,000	\$8,600
3	TOD Concept Plans & Station Area Regulation					
3.1	Data Collection	\$1,567			\$1,000	
3.2	Infrastructure Screen	\$813		\$1,080	\$500	
3.3	Base Mapping	\$2,126		\$3,120		
3.4	Stakeholder Vision	\$3,721				
3.5	In-Person Charette	\$30,264	\$10,800	\$8,640	\$10,000	
3.6	Development Program	\$1,166	\$16,350		\$1,000	
3.7	Refinement into AutoCAD	\$20,485		\$3,120		
3.8	Visualization	\$8,591				
3.9	Station Area Regulations & Final Reports	\$11,888				
	Subtotal:	\$80,622	\$27,150	\$15,960	\$12,500	\$0
4	Inclusive Community Strategies					
4.1	Affordable Housing Capacity Building	\$3,110	\$13,340			\$1,500
4.2	Neighborhood Quality of Life Planning	\$4,908				\$1,500
4.3	Developer Roundtable Engagement	\$3,698				
4.4	ICS General Listening and Strategizing	\$4,712				
	Subtotal:	\$16,428	\$13,340	\$0	\$0	\$3,000
5	Station Area Infrastructure					
5.1	Corridor and Existing Conditions Screen	\$600		\$29,640	\$500	
5.2	Bike, Ped and Transit Network Analysis	\$600		\$29,640	\$500	
5.3	University Drive Infrastructure Analysis	\$2,596		\$29,640		
5.4	Station Area Infrastructure Final Plans	\$1,808		\$29,640	\$500	
	Subtotal:	\$5,603	\$0	\$118,560	\$1,500	\$0
6	Market Study and Incremental Value Capture Opportunity					
6.1	Market Analysis and Future Forecast	\$1,820	\$24,700			
6.2	Calculation of Future Tax Value and Tax Revenue	\$1,118	\$24,700			
6.3	Potential Value Capture Increment Calculation	\$1,405	\$16,350			
6.4	Recommended Value Capture Approach	\$1,709	\$2,400			
6.5	Affordable Housing Toolkit Tuned for Huntsville	\$1,951	\$11,360			\$600
	Subtotal:	\$8,003	\$79,510	\$0	\$0	\$600
7	Joint Development Policy					
7.1	Stakeholder Pretesting and Facilitation	\$2,059				
7.2	Policy Document Development	\$1,631	\$600			
	Subtotal:	\$3,689	\$600	\$0	\$0	\$0
Grand Total (Labor)		\$168,223	\$122,655	\$136,140	\$17,750	\$13,500

Project Fee Summary	
Labor/Directs	\$458,268.13
Overhead Rate	\$277,568.17
Facilities Cap. Cost of Money	\$929.43
Fee	\$44,579.13
Direct Costs (Total)	\$68,609.60
Total (revised)	\$849,354.46

This is HDR's overhead, all other firm costs are fully loaded in Grand Totals above.
This is HDR's cost, all other firms are fully loaded in Grand Totals above.

Direct Costs includes the following subcategories

Travel:	\$	54,548
Printing/Reproduction:	\$	4,640
Website, Mailings, Translation, Local Mileage, Other:	\$	9,422

Note: HDR assembled this fee with our best efforts to be financially efficient and deliver high value to the City of Huntsville. Since this is a federal grant with no local match, we have submitted fee close to the grant amount in order to maximize benefits to the city.